

1 **COMMISSIONERS SPECIAL MEETING**

2 **June 23, 2021**

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5 *YORK,ss*

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7 At a special meeting of the County Commissioners of the County of York, begun and
8 holden at the York County Government Building in Alfred, within and for the County of York,
9 being held on Wednesday, June 23, 2021 A. D. at 8:30 A. M.

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12 **COMMISSIONERS PRESENT:**

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14 Richard R. Dutremble
15 Richard Clark
16 Robert Andrews
17 Allen Sicard
18 Donna Ring
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22 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the
23 meeting.
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26 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

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31 **06-23-21 ITEM**

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33 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

34 None

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36 **2 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS**

37 None

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40 **3 TO HEAR ANY REPORTS FROM THE COUNTY MANAGER**

41 No formal reports.

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43 **4 NEW BUSINESS**

- 44 a. Introduce H.R. Director, Linda Corliss to seek hiring approval for Devon
45 Spate in the position of deputy in the Sheriff's Office with a hire
46 date of June 28, 2021.

47 H.R. Director Linda Corliss addressed the Board of Commissioners to request
48 the hiring of Devon Spate as full- time deputy in patrol with an effective date of hire

49 of June 28, 2021.

50 Commissioner Clark inquired if there is any cost associated with his criminal
51 justice academy?

52 Sheriff King replied that there will be a cost. County Manager Zinser added that
53 it will probably be around \$10,000. Sheriff King stated that he received an internal
54 communication yesterday so therefore, we are unsure if that law will apply because
55 of the quick transfer from one department to another. We need to consult with
56 counsel on this matter the Sheriff concluded.

57 Commissioner Clark motioned to approve the hiring of Devon Spate as a full time
58 Deputy with a hire date of June 28, 2021. Commissioner Sicard seconded the
59 motion. Vote 5-0.
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61 b. Approval of FY'22 budget as submitted by Budget Committee-

62 The County Manager asked if there were any questions of the Commissioners.

63 Commissioner Ring stated that she will not be approving the budget as supported
64 by the Budget Committee due to the pto time and vacation accruals for non-union.
65 Commissioner Clark motioned to approve the FY'2022 budget as submitted by the
66 Budget Committee. Commissioner Sicard seconded the motion. Vote 4-1 with
67 Commissioner Ring opposed.
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69 Commissioner Sicard stated that he would like to formally thank the Budget
70 Committee for their work. They do good work for the County.
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72 c. Act on Findings of Fact regarding personnel matter-

73 County Manager Zinser explained that the Finding of Facts were presented to
74 the Commissioners for review and now an action. Attorney Tim O'Brien
75 explained that the Findings of Facts contain the conclusions of the June 18th
76 Hearing approving the Sheriff's determination. The Commissioners requested
77 Findings be prepared. Therefore, the Findings have been prepared and submitted to
78 the Commissioners for their consideration. Attorney O'Brien asked the
79 Commissioners if they have any questions of a legal nature that they would like
80 to discuss. He further explained that the Commissioners can enter into executive
81 session if necessary or alternatively, the Commissioners can review, modify, or take
82 action on the Findings of Facts.

83 Commissioner Dutremble asked the other Commissioners if they had any questions
84 to ask Commissioner Dutremble.

85 Commissioner Clark commented that he thought the Commissioners should go into
86 executive session to briefly review.

87 Commissioner Clark motioned to enter into executive session pursuant to 1
88 M.R.S.A. § 405 (6) (E), (consultation with legal counsel). Motion was seconded
89 by Commissioner Sicard. Vote 5-0.
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91 Commissioner Clark motioned to come out of executive session. Commissioner
92 Sicard seconded the motion. Vote 5-0.
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94 Commissioner Clark moved to approve and sign the Finding of Facts regarding the
95 Sheriff's Decision and the Hearing on June 18, 2021. Commissioner Sicard
96 seconded the motion. Vote 5-0.
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5 OLD BUSINESS

None

Item 7 heard prior to Item 6

7 PUBLIC COMMENT(S) ON ANY ITEM(S)

None

6 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)

a. Enter into executive session pursuant to 1 M.R.S.A. § 405 (6) (A) personnel matters.

Commissioner Clark motioned to enter into executive session pursuant to the above-mentioned statute. Commissioner Sicard seconded the motion. Vote 5-0.

Commissioner Clark motioned to come out of executive session. Commissioner Sicard seconded the motion. Vote 5-0.

Commissioner Clark stated that in light of the current situation at jail, he motioned to approve the hiring of Nathan Thayer as a temporary Jail Administrator on loan from the MDOC for eight weeks. Commissioner Sicard seconded the motion. Vote 5-0.

Commissioner Clark motioned to approve the hiring of a full time temporary, assistant Jail Administrator for a period not to exceed one year. Commissioner Sicard seconded the motion.

DISCUSSION: Commissioner Ring asked if this position, (a temporary full time Assistant Jail Administrator) will get 41 days upfront in earned time off? H.R. Director Linda Corliss explained that, yes, they are eligible for all the benefits. County Manager Zinser stated that we will have to create a different category. H.R. Director Linda Corliss added that she did speak with Attorney O'Brien and he informed her that the Commissioners can specify if the job is with benefits or not. She added that she can put limited benefits in the (job) posting.

Commissioner Ring stated that she would like to see this.

Commissioner Clark stated that is not his motion.

Vote on the Motion on the table was taken with a 4-1 vote with Commissioner Ring opposed.

Commissioner Clark motioned to approve the position of a part time, temporary investigator (at the jail)for a period not to exceed one year. Commissioner Sicard seconded the motion.

DISCUSSION:

Commissioner Ring asked how these benefits accrue in regards to the part time position? H.R. Director Corliss replied they would mirror permanent part time with no health insurance and accrued vacation time.

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Vote 5-0.

8 ADJOURN

Commissioner Clark motioned to adjourn. Commissioner Sicard seconded the motion. Vote 5-0.
Meeting adjourned at 9:41.

DRAFT

1 **COMMISSIONERS MEETING**

2 **July 7, 2021**

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5 *YORK,ss*

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7 At a regular meeting of the County Commissioners of the County of York, begun and
8 holden at the York County Government Building in Alfred, within and for the County of York,
9 being held on Wednesday, July 7, 2021 A. D. at 4:30 P. M.

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12 **COMMISSIONERS PRESENT:**

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14 Richard R. Dutremble
15 Richard Clark
16 Robert Andrews
17 Allen Sicard
18 Donna Ring
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22 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the
23 meeting.

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25 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

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28 **07-07-21 ITEM**

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31 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

32 Janet Drew of York, ME spoke via ZOOM and asked about the discussion of ARP
33 and wondered if before decisions are made, would there be a collation of letters? She
34 stated that there are lots of ideas and putting them together could definitely result in
35 coming up with a shovel ready project, but it requires partnerships. Ms. Drew
36 continued that we have to get people together rather than individually. The reason
37 this is important for me, continued Ms. Drew is that a lot of your work is around the
38 jail and it is up to all of us to make sure people that don't belong there, don't end up
39 there just because there is no other place to put them. We can do better. She
40 suggested a forum or collation of these things (human safety net) be established, not
41 just with the County ARP money. We need to all be part of the solution, stated Ms.
42 Drew.

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45 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 46 a. Regular Meeting of June 2, 2021-Commissioner Clark motioned to approve the
47 the minutes. Commissioner Sicard seconded the motion. Vote 5-0.
48 b. Special Meeting of June 18, 2021-Commissioner Clark motioned to approve

- 49 the minutes. Commissioner Sicard seconded the motion. Vote 5-0.
50 c. Public Hearing ARP Funding of June 16, 2021-Commissioner Clark motioned
51 to approve the minutes. Commissioner Sicard seconded the motion. Vote 5-0.
52 d. Public Hearing ARP Funding of June 23, 2021- Commissioner Clark motioned
53 to approve the minutes. Commissioner Sicard seconded the motion. Vote 5-0.
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55 **3 TO APPROVE TREASURER'S WARRANTS**

- 56 a. Warrants dated June 2, 2021 in the amount of \$393,935.57- Commissioner
57 Clark motioned to approve the warrant. Commissioner Sicard seconded the
58 motion. Vote 5-0.
59 b. Warrants dated June 9, 2021 in the amount of \$457,391.48- Commissioner
60 Clark motioned to approve the warrant. Commissioner Sicard seconded the
61 motion. Vote. 5-0.
62 c. Warrants dated June 23, 2021 in the amount of \$309,475.71-Commissioner
63 Clark motioned to approve the warrant. Commissioner Sicard seconded
64 the motion. Vote 5-0.
65 d. Warrants dated June 30, 2021 in the amount of \$484,364.16- Commissioner
66 Clark motioned to approve the warrant. Commissioner Sicard seconded the
67 motion. Vote 5-0.
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69 **4 TO HEAR ANY REPORTS FROM THE COUNTY**
70 **COMMISSIONERS**

71 None
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73 **5 TO HEAR ANY REPORTS FROM THE COUNTY MANAGER**

74 County Manager Greg Zinser extended his congratulations to Captain Bean and
75 informed all that this is his last meeting with us. He wished him the best and added
76 how happy he was for the work Dan has done. The County Manager added that
77 Captain Bean is the guy that brought us out of the COVID pandemic. Phenomenal
78 work, stated County Manager Zinser. Thank you!
79 Commissioner Clark stated that Captain Bean formerly served in Wells and he had
80 a good reputation there and we will miss him. We wish him well.
81 Commissioner Ring wished him well and added there will be a void.
82 Commissioner Dutremble thanked Captain Bean for all his great work.
83 County Manager Zinser introduced Nathan Thayer who is here from the DOC in
84 the role of Acting Jail Administrator. The Manager stated that we are happy to have
85 Nathan here.
86 Sheriff King echoed all the comments about Captain Bean. He added that he is
87 very pleased the Commissioner Of Corrections has allowed Nathan to be here. He
88 has already made a significant impact.
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91 **6 NEW BUSINESS**

92 a. General ARP discussion, including date to close comment period-
93 County Manager Zinser addressed the Board and stated that we have had a couple
94 of public hearings. We have prepared for you the requests we have received. He
95 asked the Commissioners what they see as their next steps? Do the Commissioners
96 have any indications of priority topics? Do you want to meet with anyone? First,
97 continued County Manager Zinser, we need to decide when to close the comment
98 period. He added that he did prepare a general review to put onto our website.

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Also, we've been looking at county needs first with the larger public needs as a second, bigger item. County Manager Zinser continued by suggesting that if the Commissioners choose the closing date, it won't take much extra work as the requests have kind of stopped at this point. Then, the Commissioners could begin their discussions at the first meeting in August, stated County Manager Zinser. Commissioner Ring responded that she would like to decide the closing date so they can begin the process.

Commissioner Dutremble stated that he feels July 23rd is a good date. Commissioner Sicard stated that he would prefer the Commissioners have a special meeting.

County Manager Zinser suggested a workshop before the regular meeting. He directed the Commissioners to the binders distributed to them and explained that we have started to lump the requests together by types already. The county Manager added that we will try to categorize the requests made at the Public Hearings contained in the minutes, also. Commissioner Sicard commented that he would like to start with what is in the packets today that amount to about \$18 million. He continued that he wants an explanation line by line as we need to know all about these before we approve anything. He continued that he wants these requests reviewed line by line with the appropriate department heads so we can understand them.

Commissioner Dutremble and Commissioner Ring agreed that the Commissioners start with the county's requests first. Commissioner Dutremble reminded all that looking to the future, there will be a lot more space available at the courthouse. Commissioner Clark asked is it correct that the funds are going to come to us in two blocks? The County Manager replied, yes. Commissioner Clark then asked would the Commissioners be committing everything? The County Manager responded that his suggestion would be to only commit the first \$20 million. Commissioner Clark agreed.

Commissioner Sicard commented if all of the county items are all approved, that doesn't leave us much. Commissioner Clark responded that if it's all approved, he'd be surprised as that's a lot of money. He added that there are items we discussed that he didn't see on the list submitted.

Commissioner Clark added that he is okay with the closing date of the 23rd but that he would still listen if someone comes in with a brilliant idea.

Commissioner Andrews moved to close (request) comments on July 23rd. Commissioner Clark 2nd. Vote 5-0.

Commissioner Sicard stated that he recommended the August meeting start at 3:00 with a workshop (to review and discuss ARP funding requests). He added that the County requests need to go on the website.

Commissioner Ring added that we need to make sure department heads are available.

Commissioner Clark motioned to hold a workshop on August 4, 2021 at 3:00. Commissioner Sicard seconded the motion. Vote 5-0.

b. Approval of sale of surplus S.O. vehicles-Commissioner Ring asked if these vehicles had been already sold and transferred? County Manager Zinser replied, no.

Commissioner Clark moved to approve the sale of items sold at auction. Commissioner Ring seconded the motion. Vote 5-0.

c. Approval of donation of surplus S.O. items (vehicles, tent and trailers)-
Commissioner Clark motioned to donate the items (attached as record) to the

150 York County Shelter Programs the following (included as record) . Commissioner
151 Ring seconded the motion. Vote 5-0.
152

153 d. Introduce H.R. Director Linda Corliss to obtain hiring approval of the following
154 individuals:

155 i. Transfer of Linda Waite from part time probate clerk to full- time Probate
156 Probate Clerk III with a hire date of July 12, 2021-

157 Commissioner Clark motioned to approve the transfer of Linda Waite from part
158 time Probate Clerk to full time Probate Clerk III with a hired date of July 12, 2021.
159 Commissioner Sicard seconded the motion.

160 Discussion- Commissioner Ring asked H.R. Director Linda Corliss if (Linda
161 Waite) transferred, does her part-time longevity stay with her? H.R. Director,
162 Linda Corliss replied that she believes that when she transfers, her full- time
163 longevity starts when she starts full time. Vote 5-0.

164 ii. Hiring of Valarie Day in the position of part-time legal secretary in the
165 District Attorney's office with a hire date of July 17, 2021-

166 Commissioner Clark motioned to approve the hiring of Valarie Day in the position
167 of part-time legal secretary in the D.A.'s office with a hire date of July 17, 2021.

168 Commissioner Sicard seconded the motion. Vote 5-0.

169 H.R. Director Linda Corliss asked that the Commissioners amend the request to a
170 July 19, 2021 hire date.

171 Commissioner Clark motioned to amend the hiring date to Monday, July 19th 2021.
172 Commissioner Sicard amended his second. Vote 5-0.

173 iii. Hiring of Kayley Conry as a full-time corrections officer at the York
174 County Jail with a hire date of July 12, 2021-

175 Commissioner Clark motioned to approve the hiring of Kayley Conry as a full-time
176 corrections officer with a hire date of July 12, 2021. Commissioner Sicard
177 seconded the motion. Vote 5-0.

178 iv. Hiring of Justine Groetzinger as a full-time corrections officer at the York
179 County Jail with a hire date of July 12, 2021-

180 Commissioner Clark motioned to approve the hiring of Justine Groetzinger as a
181 full-time corrections officer with a hire date of July 12, 2021. Commissioner
182 Sicard seconded the motion. Vote 5-0.

183 v. Hiring of Jason Swasey as a full-time corrections officer at the York
184 County Jail with a hire date of July 12, 2021-

185 Commissioner Clark motioned to approve the hiring of Jason Swasey as a full-time
186 corrections officer with a hire date of July 12, 2021. Commissioner Sicard
187 seconded the motion. Vote 5-0.

188 vi. Hiring of Christopher Lancaster as a reserve corrections officer at the York
189 County Jail with a hired date of July 12, 2021-

190 Commissioner Clark motioned to approve the hiring of Christopher Lancaster as a
191 reserve corrections officer with a hire date of July 12, 2021. Commissioner Sicard
192 seconded the motion. Vote 5-0.

193 Commissioner Clark asked that someone please talk a bit about the remote training
194 and is there any live training in Vassalboro.

195 H.R. Director Linda Corliss responded that there is remote training here in the
196 training room. The physical activity is in separate location.

197 Captain Bean further explained that one block instruction for mental health first aid
198 is done in person. Also, restraint control will be taught here as we have an
199 instructor.

200 vii. Hiring of David Nalchajian, Sr. in the position of temporary, full-time ARP

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fund manager with a hire date of August 2, 2021.
H.R. Director Linda Corliss informed all that the salary for this position is \$72,000 annually.
Commissioner Ring asked if this hire will be receiving 41 days (of paid time off) upfront? H.R. Director Linda Corliss replied yes, he will be receiving the full benefits package.
Commissioner Clark motioned to approve the hiring of David Nalchajian, Sr. with a hire date of August 2, 2021 in the position of temporary, full-time ARP fund manager. Commissioner Sicard seconded the motion. Vote 4-1 with Commissioner Ring opposed.

e. FY'22 tax commitment -
Commissioner Clark moved to approve the fiscal year '22 tax commitments as approved by the Budget Committee on May 19th \$18,130,534.00 and establish the rate of 6% for late payment of taxes. Commissioner Sicard seconded the motion. Vote 5-0.

f. Seek Commissioner approval on possible ratification of NCEU contract (1-1-21- 12-31-2024)- **HEARD PRIOR TO NEW HIRES-**
County Manager Zinser informed all that he was notified last night that the NCEU contract was ratified by a 2-1 margin. Some of the highlights of the contract include, rewriting of the scheduling process and allows a redeployment. There is added language for vacation that includes when we reach 55 officers we will allow for more vacation time. This contract also includes significant monetary increases. It recognizes corrections as a career and we hope it will help with recruitment and retention.
Commissioner Dutremble asked County Manager Zinser are the terms the same as we discussed previously? County Manager Zinser replied, yes.
Commissioner Clark moved to approve and authorize the County Manager to sign the contract. Commissioner Sicard seconded the motion. **DISCUSSION:**
Commissioner Ring asked the County Manager, they don't earn 41 days a year; do they? The County Manager replied, no.
Vote 5-0.

7 OLD BUSINESS

Commissioner Ring stated that she had asked Sheriff King in January and February for physical addresses of deputies. After a brief discussion, it was decided that this item needed to be discussed in executive session.

8 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)

Commissioner Ring motioned to enter into executive session pursuant to 1 M.R.S.A. §405 (6) (A), personnel issues. Commissioner Andrews seconded the

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motion. Vote 2 (Coms. Ring and Andrews) -3(Commissioners Sicard, Dutremble and Clark opposed.)

9 PUBLIC COMMENT(S) ON ANY ITEM(S)

Janet Drew stated that after the approval of the warrants and hiring of new employees, the Commissioners have spent around \$2 million for the next year. We are carefully treading who is going to get what for this big amount of money. She continued that it is up to everyone to plan to have less (people) going to court systems and more into the public system. I want to see before July 23rd, ideas that people are doing so we can maybe come back with something coherent. There are people who love to be at the table, continued Ms. Drew. We need a voice for prevention. County Manager Zinser replied that the website should be updated by the end of the week.

10 ADJOURN

Commissioner Clark motioned to adjourn. Motion seconded by Commissioner Sicard. Vote 5-0. Meeting adjourned at 5:31 p.m.

DRAFT



COUNTY OF YORK

Robert L. Andrews
District 1

Richard R. Dutremble
Chairperson
District 2

Allen R. Sicard
Vice-Chairperson
District 3

Donna L. Ring
District 4

Richard Clark
District 5

45 Kennebunk Road
Alfred, Maine 04002

(207) 459-2313
Fax (207) 324-9494
YC-Commish@yorkcountymaine.gov

Gregory T. Zinser
County Manager

Kathryn A. Dumont
Assistant to the Manager

Linda M. Corliss
Deputy County Manager
Human Resource Director

Lorene B. Lemieux
Finance Director

MEMO

TO: York County Commissioners
FROM: York County Manager Greg Zinser
DATE: July 30, 2021
RE: York County State of Emergency

The Commissioners are being asked to end the County State of Emergency effective at 11:59 p.m. on August 7, 2021.

There are other considerations that are being requested of the Commissioners. The State of Emergency allowed us to hire temporary employees to carry out the various response activities. With the ending of the State of Emergency, the employment of temporary workers will also end. While the State of Emergency will end, the various issues, including our response, continues. In fact, we are seeing an uptick in various requests.

Therefore, in addition to ending the State of Emergency, the Commissioners are being asked to create three new categories of reserve employees: Disaster Assistance Employees 1,2 and 3. These are reserve positions with most, if not all, of their compensation being reimbursed by FEMA.

Additionally, after the creation of these new positions, it is requested that the Commissioners transfer the temporary employees who have been fulfilling these various roles into the newly created reserve positions.

Additional clinics have already been scheduled and we hope for the Board's approval for the items identified under Item 6.A. of the agenda.

From: Linda M Corliss
Sent: Wednesday, July 28, 2021 6:54 PM
To: Gregory T Zinser; Kathryn A Dumont
Subject: Commissioner's Agenda

Greg/Kathy -

I would like to request the approval of (3) new positions within EMA be added to the Commissioner's August 4, 2021, agenda.

Disaster Assistance Responder I, II, and III.

With the recent expiration of the Governor's declaration of emergency, and the anticipation of the cancellation of the county's declared emergency, employees hired on a temporary basis will no longer be available to assist with the county's pandemic response.

There is still a significant need for mitigation and response to the COVID-19 pandemic. Just recently York County was highlighted as an area with an increased uptick in COVID-19 infections, which was a contributing factor in our decision to reinstitute the county's mask mandate for employees and members of the public inside county facilities.

Therefore, these positions will ensure we have adequate staffing already established to meet the response needs here in York County.

I have attached the job descriptions and pay rates for these positions.

Linda M. Corliss
Human Resource Director /
Deputy County Manager
lmcorliss@yorkcountymaine.gov

Mailing Address:

York County Government
45 Kennebunk Road
Alfred, ME 04002

Physical Address:

149 Jordan Springs Road
Alfred, ME 04002

JOB DESCRIPTION

County of York



Human Resources

Emergency Management Agency

Disaster Assistance

Responder I

Status: Reserve

FLSA: Exempt

Salary: \$18 / hour

Union: Non-Union

Reports to: Director of EMA and/or Designee

ABOUT US

York County Emergency Management Agency (YCEMA) is a government agency located in Alfred, Maine. The mission of the agency is to lessen the effects of a disaster on the lives and property of residents, municipalities, and businesses of York County through coordination and training on the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition to its full-time staff, special teams, and cadre of several hundred volunteers, YCEMA works in conjunction with the Local Emergency Management Directors from all 29 towns in York County to act as a conduit between Maine Emergency Management Agency, Federal Emergency Management Agency, and other response partners. YCEMA protects the community by coordinating all activities and resources required to maintain and develop a comprehensive emergency management program.

JOB SUMMARY

Disaster Assistance Responder I employees will be required to work under the Incident Command System in a Unified Command configuration. They will be responsible for assisting in disaster response to all local communities under the direction of the Emergency Management Command staff or their designee.

SUPERVISION RECEIVED AND EXERCISE

This position is a non-supervisory position.

ESSENTIAL DUTIES

Expectations of Employee

- Adheres to County Government Policy and Procedures.
- Acts as a role model within and outside the work environment.
- Performs duties as workload necessitates.
- Maintains a positive and respectful attitude.
- Communicates regularly with supervisor about department issues.
- Demonstrates flexible and efficient time management and ability to prioritize workload.
- Demonstrates awareness and understanding of the various internal and external cultures that utilize department services.
- Consistently reports to work on time prepared to perform duties of position.
- Meets County Government productivity and quality standards.
- Maintains appropriate customer relations.

Essential Duties and Responsibilities

- Assists the Director and Deputy Director with the preparation and administration of community emergency disaster response.
- Assists with coordinating disaster response and crisis management activities, such as evacuation, sheltering, and implementing response plans and programs.
- Assists local public and private agencies with all aspects of coordination of training and exercise activities.
- Works in the Emergency Operations Center (EOC) to ensure a state of readiness; during incidents, assists Director and Deputy Director with activating and coordinating activities in the EOC.
- Works with team chiefs to coordinate activities of special teams in the operational or response areas and maintain documentation and certifications. Teams include Incident Management Team, UAS Drone Team, County Animal Response Team, and Tactical Dispatch Team.
- Prepares and distributes daily and emergency status reports that describe state of readiness, weather events, response, and recovery efforts, needs, and other key information to enhance situational awareness within the county.
- Assists with the maintaining of emergency vehicles to include but not limited to; fueling, cleaning, and ensuring adequate supplies are available for emergency deployment.
- Develops and maintains emergency response materials, including all ICS forms.
- Conducts qualitative and quantitative research on internal and external response capabilities, including compliance with state and federal regulations.

Other Duties and Responsibilities

- Attends and participates in all required meetings and training sessions.
- Maintains open and consistent communication with supervisor and colleagues.
- Responds evenings, weekends, and holidays when emergency situations arise.
- On occasion, works in a high volume, fast-paced, high-stress disaster environment with potentially hazardous conditions.

MIMIMUM QUALIFICATIONS

Skills

- Written and verbal skills, including listening.
- Problem solving.
- Dealing with complexity, evaluating information, and implementing company vision.
- Commitment to YCEMA stakeholder experience expectations.
- Demonstrated commitment to valuing diversity and contributing to an inclusive environment.
- Ability to effectively communicate and coordinate well with a broad population including community leaders, staff, and volunteers.
- Must exemplify YCEMA's values of honesty, integrity, inclusion, respect, professionalism, collaboration, and learning.

Education and/or Experience

- High School diploma or General Education Diploma preferred but not required.
- Familiarity with emergency response procedures; preferred but will train.

BENEFITS

- Accrued paid time off under the PAID Leave Program

WORK ENVIRONMENT

Work may be performed both in an office environment and in an outside environment in inclement weather. When an emergency arises, the individual may respond to the field and/or be exposed to high-stress, potentially hazardous conditions. May occasionally work hours outside of typical work schedule. The noise level in the office work environment is usually minimal to moderate. Reasonable accommodations may be made to enable individuals to perform the essential functions.

JOB DESCRIPTION

County of York



Human Resources

Emergency Management Agency

Disaster Assistance

Responder II

Status: Reserve

FLSA: Exempt

Salary: \$25 / hour

Union: Non-Union

Reports to: Director of EMA and/or Designee

ABOUT US

York County Emergency Management Agency (YCEMA) is a government agency located in Alfred, Maine. The mission of the agency is to lessen the effects of a disaster on the lives and property of residents, municipalities, and businesses of York County through coordination and training on the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition to its full-time staff, special teams, and cadre of several hundred volunteers, YCEMA works in conjunction with the Local Emergency Management Directors from all 29 towns in York County to act as a conduit between Maine Emergency Management Agency, Federal Emergency Management Agency, and other response partners. YCEMA protects the community by coordinating all activities and resources required to maintain and develop a comprehensive emergency management program.

JOB SUMMARY

Disaster Assistance Responder II employee will be required to work under the Incident Command System in a Unified Command configuration. They will be responsible for assisting in disaster response at a higher level, under the direction of Emergency Management Command or designee. During pandemic response a higher level of medical certification may be required.

This level responder will aid in administering the vaccine in response to the Covid-19 pandemic and/or any other declared medical emergency.

SUPERVISION RECEIVED AND EXERCISE

This position is a non-supervisory position.

ESSENTIAL DUTIES

Expectations of Employee

- Adheres to County Government Policy and Procedures.
- Acts as a role model within and outside the work environment.
- Performs duties as workload necessitates.
- Maintains a positive and respectful attitude.
- Communicates regularly with supervisor about department issues.
- Demonstrates flexible and efficient time management and ability to prioritize workload.
- Consistently reports to work on time prepared to perform duties of position.
- Meets County Government productivity and quality standards.
- Maintains appropriate customer relations.

Essential Duties and Responsibilities

- Assist with coordinating disaster response and crisis management activities, such as evacuation, sheltering, and implementing response plans and programs.
- Assists the Director and Deputy Director with developing, maintaining, and updating operating procedures to be used in preparation and response to disasters/emergencies, such as power outages, winter storms, mass casualty incidents, and other events.
- During incidents, may assist Director and Deputy Director with activating and coordinating activities in the EOC relevant to medical response.
- Conducts qualitative and quantitative research on internal and external response capabilities, including compliance with state and federal regulations regarding medical response to emergencies.
- Represents YCEMA at meetings, seminars, and other functions.

Other Duties and Responsibilities

- Attends and participates in all required meetings and training sessions.
- Maintains open and consistent communication with supervisor and colleagues.
- May be required to work evenings, weekends, and holidays when emergency situations arise.
- On occasion, works in a high volume, fast-paced, high-stress disaster environment with potentially hazardous conditions.

MIMIMUM QUALIFICATIONS

Skills

- Strong written and verbal skills, including listening.
- Presentation skills.
- Problem solving.
- Promoting process improvement.
- Commitment to YCEMA stakeholder experience expectations.
- Demonstrated commitment to valuing diversity and contributing to an inclusive environment.
- Ability to effectively communicate and coordinate well with a broad population including community leaders, staff, and volunteers.
- Must exemplify YCEMA's values of honesty, integrity, inclusion, respect, professionalism, collaboration, and learning.

Education and/or Experience

- Bachelor's Degree or experience in emergency management (or related) preferred; or any equivalent combination of education, training, and experience that provides the requisite knowledge, skills, and abilities for this job.
- For pandemic response, registered Nurse preferred but other higher level medical certification will be considered.

NECESSARY SPECIAL REQUIREMENT

- Must hold a valid driver's license.
- Certification to administer vaccine, medication, first aid or advanced medical response.


BENEFITS

- Accrued paid time off under the PAID Leave Program

WORK ENVIRONMENT

Work is mainly performed in the office and involves contact with other employees, volunteers, vendors, and stakeholders. When an emergency arises, the individual may respond to the field and/or be exposed to high-stress, potentially hazardous conditions. May occasionally work hours outside of typical work schedule and have opportunities for local or domestic travel. The noise level in the office work environment is usually minimal to moderate. Reasonable accommodations may be made to enable individuals to perform the essential functions.

JOB DESCRIPTION

<p>County of York</p>  <p>Human Resources</p>	<p>Emergency Management Agency</p> <p>Disaster Assistance</p> <p>Responder III</p> <p>Status: Reserve</p> <p>FLSA: Exempt</p> <p>Salary: \$35 / hour</p> <p>Union: Non-Union</p> <p>Reports to: Director of EMA and/or Designee</p>
--	---

ABOUT US

York County Emergency Management Agency (YCEMA) is a government agency located in Alfred, Maine. The mission of the agency is to lessen the effects of a disaster on the lives and property of residents, municipalities, and businesses of York County through coordination and training on the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition to its full-time staff, special teams, and cadre of several hundred volunteers, YCEMA works in conjunction with the Local Emergency Management Directors from all 29 towns in York County to act as a conduit between Maine Emergency Management Agency, Federal Emergency Management Agency, and other response partners. YCEMA protects the community by coordinating all activities and resources required to maintain and develop a comprehensive emergency management program.

JOB SUMMARY

Disaster Assistance Responder III employee will be required to work under the Incident Command System in a Unified Command configuration. They will be responsible for assisting in disaster response at a high, medical level, under the direction of the Emergency Management Command or designee.

SUPERVISION RECEIVED AND EXERCISE

This position may have supervisory responsibilities overseeing other medical responders during a disaster response.

ESSENTIAL DUTIES

Expectations of Employee

- Adheres to County Government Policy and Procedures.
- Acts as a role model within and outside the work environment.
- Performs duties as workload necessitates.
- Maintains a positive and respectful attitude.
- Communicates regularly with supervisor about department issues.
- Demonstrates flexible and efficient time management and ability to prioritize workload.
- Demonstrates awareness and understanding of the various internal and external cultures that utilize department services.
- Consistently reports to work on time prepared to perform duties of position.
- Meets County Government productivity and quality standards.
- Maintains appropriate customer relations.

Essential Duties and Responsibilities

- Assists the Director and Deputy Director with the preparation and administration of the county training and exercise programs relevant to medical response.
- Assists with coordinating disaster response and crisis management activities, such as evacuation, sheltering, and implementing response plans and programs.
- Develops, reviews, revises and/or updates programs to improve local and county government's ability to respond to medical emergencies, including incident action plans, training programs, and activities to ensure safe and effective response.
- Assists the Director and Deputy Director with developing, maintaining, and updating operating procedures to be used in preparation and response to disasters/emergencies, such as power outages, winter storms, mass casualty incidents, pandemic response and other events.
- Conducts qualitative and quantitative research on internal and external response capabilities, including compliance with state and federal regulations.
- Represents YCEMA at meetings, seminars, and other functions.

Other Duties and Responsibilities

- Attends and participates in all required meetings and training sessions.
- Maintains open and consistent communication with supervisor and colleagues.

- May be required to work evenings, weekends, and holidays when emergency situations arise.
- On occasion, works in a high volume, fast-paced, high-stress disaster environment with potentially hazardous conditions.

MIMIMUM QUALIFICATIONS

Skills

- Strong written and verbal skills, including listening.
- Presentation skills.
- Problem solving.
- Medical response management.
- Promoting process improvement.
- Commitment to YCEMA stakeholder experience expectations.
- Demonstrated commitment to valuing diversity and contributing to an inclusive environment.
- Ability to effectively communicate and coordinate well with a broad population including community leaders, staff, and volunteers.
- Must exemplify YCEMA's values of honesty, integrity, inclusion, respect, professionalism, collaboration, and learning.

Education and/or Experience

- Bachelor's Degree or experience in emergency management (or related) preferred; or any equivalent combination of education, training, and experience that provides the requisite knowledge, skills, and abilities for this job.

NECESSARY SPECIAL REQUIREMENT

- Must hold a valid driver's license.
- Must hold a valid emergency medical certification. (Paramedic / Emergency Medical Technician)

BENEFITS

- Accrued paid time off under the PAID Leave Program

WORK ENVIRONMENT

Work is mainly performed in the office and involves contact with other employees, volunteers, vendors, and stakeholders. While performing the duties of this job, the individual is routinely exposed to outside weather conditions. When an emergency arises, the individual may respond to the field and/or be exposed to high-stress, potentially hazardous conditions. May occasionally

work hours outside of typical work schedule and have opportunities for local or domestic travel. The noise level in the office work environment is usually minimal to moderate. Reasonable accommodations may be made to enable individuals to perform the essential functions.



*Robert L. Andrews
District 1*

*Richard R. Dutremble
Chairperson
District 2*

*Allen R. Sicard
Vice-Chairperson
District 3*

*Donna L. Ring
District 4*

*Richard Clark
District 5*

**COUNTY COMMISSIONERS
COUNTY OF YORK**

45 Kennebunk Road
Alfred, Maine 04002

(207) 459-2313
Fax (207) 324-9494

www.yorkcountymaine.gov

*Gregory T. Zinser
County Manager*

*Kathryn A. Dumont
Assistant to the Manager*

*Linda M. Corliss
Deputy County Manager
Human Resource Director*

July 29, 2021

TO: Greg Zinser
County Manager

FROM: Linda M. Corliss on behalf of Sheriff William King
H.R. Director and Deputy County Manager

RE: Hiring of (Temporary) Part-Time Director of Professional Standards

I would like to make a formal request for approval to fill the temporary Part-Time Director of Professional Standards (Jail Investigator) position within the Sheriff's Office. This position was approved by the County Commissioners on

The position was posted internally and externally simultaneously. Qualified candidates were interviewed, and a final candidate was selected.

A complete hiring packet is available for the Commissioners review on **Mathew Jones**. I am looking for approval from the Commissioners for a Monday, **August 23, 2021**, hire date.

If you have any questions, please let me know.

Commissioners Agenda

You replied on Thu 7/29/2021 2:49 PM



Linda M Corliss

Thu 7/29/2021 2:46 PM

To: Kathryn A Dumont; Gregory T Zinser



Kathy/Greg -

I am requesting the hiring of **Caitlin Lipert** for the position of Full-Time Training and Response Coordinator within the Emergency Management Agency.

I will be seeking an **August 9, 2021**, hire date. I have a completed hiring packet for the Commissioner's review.

Thank you.
Linda

Linda M. Corliss
Human Resource Director /
Deputy County Manager
lmcrliss@yorkcountymaine.gov

Mailing Address:

York County Government
45 Kennebunk Road
Alfred, ME 04002

Physical Address:

149 Jordan Springs Road
Alfred, ME 04002

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Reply | Reply all | Forward



*Robert L. Andrews
District 1*

*Richard R. Dutremble
Chairperson
District 2*

*Allen R. Sicard
Vice-Chairperson
District 3*

*Donna L. Ring
District 4*

*Richard Clark
District 5*

**COUNTY COMMISSIONERS
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*Gregory T. Zinser
County Manager*

*Kathryn A. Dumont
Assistant to the Manager*

*Linda M. Corliss
Deputy County Manager
Human Resource Director*

July 30, 2021

TO: Greg Zinser
County Manager

FROM: Linda M. Corliss on behalf of Sheriff William King
H.R. Director and Deputy County Manager

RE: Hiring of (Full-Time) Courthouse Security Officer

I would like to make a formal request for approval to fill the Full-Time Courthouse Security position within the Sheriff's Office. This position was recently funded in the budgetary process.

The position was posted internally and externally simultaneously. Qualified candidates were interviewed, and a final candidate was selected.

A complete hiring packet is available for the Commissioners review on **Eric Quatrano**. I am looking for approval from the Commissioners for a Monday, **August 16, 2021**, hire date.

If you have any questions, please let me know.



*Robert L. Andrews
District 1*

*Richard R. Dutremble
Chairperson
District 2*

*Allen R. Sicard
Vice-Chairperson
District 3*

*Donna L. Ring
District 4*

*Richard Clark
District 5*

**COUNTY COMMISSIONERS
COUNTY OF YORK**

45 Kennebunk Road
Alfred, Maine 04002

(207) 459-2313
Fax (207) 324-9494

www.yorkcountymaine.gov

*Gregory T. Zinser
County Manager*

*Kathryn A. Dumont
Assistant to the Manager*

*Linda M. Corliss
Deputy County Manager
Human Resource Director*

July 30, 2021

TO: Greg Zinser
County Manager

FROM: Linda M. Corliss on behalf of Sheriff William King
H.R. Director and Deputy County Manager

RE: Hiring of Full-Time Corrections Officer

I would like to make a formal request for approval to hire Hannah Lyons as a full-time Corrections Officer.

Ms. Lyons is currently a certified Corrections Officer with the York County Jail in a reserve capacity.

A complete hiring packet is available for the Commissioners review on **Hannah Lyons**. I am looking for approval from the Commissioners for a Monday, **August 9, 2021**, hire date.

If you have any questions, please let me know.

**AGREEMENT BETWEEN YORK COUNTY
AND
RSU 57**

"School Resource Officer"

This agreement EFFECTIVE the **16st** day of **August**, 2021 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and Regional School Unit #57, a regional school unit formed pursuant to 20-A M.R.S. § 1461 *et seq.* (hereinafter "RSU #57 or the "District").

WITNESSETH

Whereas, RSU #57 is desirous of contracting with York County for school resource officer services (SRO services), including law enforcement services, which are more particularly described herein:

WHEREAS, pursuant to Title 30 A Section 452:

The sheriff in each county, in person or by the sheriff's deputies, to the extent the sheriff undertakes to patrol, shall patrol those areas in the county that have no local law enforcement but may not be required by law to patrol the entire county. The county commissioners, with the sheriff's agreement, may enter into a contract with a municipality/School District under section 107 to provide specific patrol services by the sheriff's department in return for payment for these services.

The Sheriff has the authority to assign a Deputy to RSU #57 and York County is willing to provide said SRO services. In consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which here by acknowledged, the parties covenant as follows:

1. SERVICES

- A. York County agrees, through the Sheriff's Office to provide to RSU #57 a SRO who is a fully trained deputy and a graduate of the Maine Criminal Justice Academy (MCJA).
- B. York County shall provide a SRO who shall participate in the School Resource Officer Program as outlined in a Memorandum of Understanding (MOU) between the York County Sheriff's Office and RSU #57. The SRO shall provide law enforcement services as outlined in the MOU and consistent with the School Resource Officers Program. The SRO shall be subject to the terms of the York County Employee Personnel Manual, the York County Patrol Association Collective Bargaining Agreement, and the York County Sheriff's Office Policies and Procedures Manual. Any conflict between the terms of the MOU and this Agreement shall be governed by this Agreement. The MOU is hereby incorporated as an integral part of this contract as addendum 2.
- C. York County Shall provide RSU #57 with reports as outlined in the MOU.
- D. RSU #57 agrees that the SRO may leave duties assigned pursuant to the MOU in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. Bonafide emergencies include, but not necessarily limited too, a serious automobile crash in the vicinity of the school, a crash that involves a child that is part of the school district, crimes encountered on his way to school, a crime in progress and the SRO is the closest unit and other situation where the public's safety is in jeopardy. The SRO so responding shall return to duty in the RSU as soon as possible. RSU #57 recognizes that the County of York has a contractual obligation to the deputy to provide him/her up to 400 hours of PTO (paid time off, actual time may vary depending on

**AGREEMENT BETWEEN YORK COUNTY
AND
RSU 57**

deputies seniority) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA.

- E. York County shall make all decisions regarding hiring, retention and termination of the deputy subject to the selection criteria contained in the MOU.
- F. York County agrees to provide and maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. RSU #57 understands that the vehicle will be used for patrolling outside of the RSU when the SRO works overtime or has out of Town official business, to include but not limited to training and meetings.
- G. York County shall provide RSU #57 with written responses to citizen inquiries and complaints, which are directed to the York County Sheriff's Office when appropriate. Such responses shall be under the Sheriff's signature and provided within (30) thirty days of filing.
- H. The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's Department. The selection process will include representatives from RSU #57 as outlined in the MOU. However, final decisions regarding employment reside with the Sheriff.

2. REPRESENTATION OF COUNTY

York County hereby represents and acknowledges that those services described in section #1 of this agreement would not be provided through any appropriations of the annual budget of York County, in the event this agreement did not exist.

3. TERM

York County agrees to provide the service specified in this Agreement for a period commencing on the **16th day of August, 2021** and terminating on the **30th day of June, 2022**

4. COSTS

RSU #57 agrees to pay York County for each year, those estimated base amounts reflected in Addendum 1, attached hereto in and incorporated herein by reference (hereinafter referred to as the "base amount") subject to increase or decrease as provided in paragraph B below.

- A. RSU #57 shall pay the base amount in quarterly installments.
- B. The base amount is for salary, benefits and daily operational costs only. *It is understood that Capital costs for vehicle(s) are negotiated separately of this contract.* The base amount may increase or decrease depending on increases/decreases in social security, payroll accruals and/or insurance as well as increased benefits including, but not limited to any such benefits granted in any applicable collective Bargaining Agreement. Any such increases shall be paid by RSU #57 to York County following written notice/invoice thereof detailing the increase(s).

**AGREEMENT BETWEEN YORK COUNTY
AND
RSU 57**

York County shall administer the payment of the deputy's salary and fringe benefits and maintain records open for inspection by RSU #57 for the duration of this agreement.
See Addendum 1 hereto and made part hereof.

5. INDEMINITY

York County shall indemnify and hold harmless RSU #57, its officers, employees, and agents from all claims, losses, damages, including property damages, personal injury, death, or other liability, directly or indirectly, arising out of the provision of SRO services set forth in this Agreement. This indemnity shall include the obligation to assume the district's defense for any claims or actions brought against the district that arise from York County's performance of SRO services under this Agreement, including, but not limited to, costs and attorney's fees. The County's indemnification obligation shall not serve to waive or alter in any way the terms, provisions, and protections contained in the Maine Tort Claims Act or any other rights that the County may have thereunder or pursuant to other applicable law. To the extent the district has insurance coverage for any claims, demands, costs, or judgment under this Agreement, the parties agree the County's coverage will be primary and the districts's coverage secondary.

6. STANDARD OF PERFORMANCE

RSU #57 and York County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the SRO performed under this contract. Provided, however that York County shall make the final determination on said issues. York County agrees to receive and consider, in good faith, all inquiries and requests made by RSU #57. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matter shall remain exclusively with York County.

7. TERMINATION

This contract shall expire **June 30th, 2022** unless extended as set forth in Section 8 hereof

8. EXTENTION

Unless terminated by written notice to either party, the full contract shall continue in full force and effect, subject to necessary negation of any added costs and as agreed in the above provided articles for an additional period of (30) thirty days from the date of expiration

9. ENTIRE AGREEMENT

This instrument, and attached addendums, embodies the entire agreement of the parties. There is no promise terms, conditions, or obligations other than those contained here; and this contract shall supersede all previous communications, representatives or agreements, either verbal or written, between the parties hereto.

This Agreement, and attached addendums, contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, who exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms,

**AGREEMENT BETWEEN YORK COUNTY
AND
RSU 57**

provisions, option, or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law

IN WITNESS WHEREOF, RSU #57, has caused this contract to be signed by the Superintendent and the County of York, BY ORDER OF THE County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED AND DELIVERED on this date of July 30, 2021

IN THE PRESENCE OF: COUNTY OF YORK

By: _____
York County Manager

William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of July 30, 2021

IN THE PRESENCE OF: RSU #57

By: Colin M. Walsh, CPA

Colin M. Walsh, CPA
Director of Finance & Operations

**AGREEMENT BY AND BETWEEN YORK COUNTY AND
MAINE PRETRIAL SERVICES
FOR
PRETRIAL SERVICES AND DIVERSION SERVICES**

This AGREEMENT, made this _____ day of _____, 2021, by and between the County of York (herein after, the County) and Maine Pretrial Services, Inc (herein after MPS), pursuant to the following terms and conditions.

PREAMBLE

WHEREAS, the County desires to engage the services of said MPS to provide the adult pretrial services/diversion services utilizing three case managers; and

WHEREAS, it is the desire of the County to establish certain terms and conditions of engagement and to provide for certain benefits to MPS; and

WHEREAS, it is the desire of said MPS to accept said engagement as the adult pretrial services/diversion services provider of the York County Jail under the terms and conditions recited herein;

NOW THEREFORE, in consideration of the mutual agreements and promises hereinafter set forth the County and MPS agree as follows:

ARTICLE I SERVICES

MPS shall provide adult pretrial services/diversion services for the York County Jail. As provider of these services, it shall perform the following duties and functions:

1. Provide three full-time employees dedicated to the provision of pretrial services/diversion services to York County Jail inmates and will be available at other times on an as needed basis.
2. Provide pre-arraignment screening, post-arraignment screening, assessment, and supervision of conditional release to eligible pretrial defendants detained in the York County Jail and/or housed on behalf of York County at other correctional facility.
3. Provide diversion services to eligible criminal defendants in the York County Jail community in an effort to reduce jail population.
4. Provide monthly reports in writing to the Jail Administrator, or his designee, demonstrating the number of defendants and inmates supervised, the number of cases carried over a specific time, the number of revocations to the court and any other data as requested by the Jail Administrator.
5. Provide reports annually, or as often as directed, to the York County Commissioners based on the above information.

ARTICLE II CONTRACT COSTS

The term of this agreement covers three case managers from July 1, 2021 to June 30, 2022, unless terminated earlier or renegotiated. The York County Commissioners can exercise an option to renew this contract at a 3% increase for the period of July 1, 2022 to June 30, 2023, if desired.

1. If the County intends to terminate this agreement, they shall provide a thirty (30) day notice to MPS.
2. If MPS intends to terminate this agreement, they shall provide a sixty (60) day notice to the County.
3. The total cost for providing the contracted services as described in this agreement for the period July 1, 2021 to June 30, 2022 will be \$208,848.
4. MPS shall provide, at its expense, evidence of professional liability insurance on or before the effective date stated herein which shall cover the term of this agreement. The professional liability insurance shall be in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. MPS will provide the County appropriate certificates verifying such coverage and will notify the County if this insurance is cancelled.
5. MPS agrees with the County that it is contracting with the County as an independent contractor and that any personnel supplied to the County by MPS hereunder are not employees of the County and are employees, agents or subcontractors of MPS.

ARTICLE III GENERAL PROVISIONS

In the event that the court or defense counsel recommends a defendant for a contract with MPS who is involved in a high-profile case and/or whose participation in the program is otherwise opposed by the County, MPS will do the following:

1. Provide written notice (hand delivery is acceptable) to the York County Jail Administrator of the intent to supervise the Defendant.
2. If available, MPS will provide the date, time, and location of the bail determination.
3. Await a response from the jail, prior to filing or acting on any contract with the court.
4. Representatives from the County will request to be heard at the hearing, and/or will submit a letter, reflecting our opposition to the contract, to be entered into the court record.
5. The County will honor contracts approved by the Court.

The County of York does not allow and will not permit discrimination against anyone on the basis of gender, age, national origin, race, ethnicity, creed, and/or sexual orientation.

The County of York has, in effect, internal policies regarding zero tolerance of discrimination and sexual harassment, which extends to vendors with whom we maintain contractual relationships.

The text herein shall constitute the entire agreement and any additions, deletions, or alterations shall be in writing and executed by both parties.

If any provisions of this agreement or any portion thereof is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall remain in force and effect.

IN THE WITNESS THEREOF, the York County Commissioners have caused this agreement to be signed and executed on behalf of York County, its Commissioners, its Sheriff, and the Executive Director of Maine Pretrial Services, Inc. Each has signed and executed this agreement in duplicate, the day and year first written above.

Witnesses:

FOR YORK COUNTY

William King
Sheriff, York County

Date: _____

FOR MAINE PRETRIAL SERVICES, INC.

Elizabeth A. Simoni
Executive Director

Date: _____

**Maine Pretrial Services
York County
Contract Proposal FYE 22 07/01/2021 through 06/30/22
3 Case Managers**

LINE ITEM	3 Pretrial Case Managers	DESCRIPTION
Indirect Overhead and Administration	20,885.00	10.00%
Fringe	26,226.00	Medical, Dental, Life/AD&D, and HRA plans
Worker's Compensation Insurance	240.00	
Office Supplies	1,800.00	
Payroll Taxes & Fees	11,867.00	FICA, SUTA, weekly processing fees, quarterly and annual tax filing
Professional Membership & Dues	675.00	NAPSA
Program Costs	3,600.00	Drug testing supplies and lab analysis fees
Rent	240.00	Augusta Conference Room
Salary		
Supervisor	6,673.00	
Case Managers @ 40/week	133,642.00	3 Case Managers
Total Salary	140,315.00	Total Salary
Travel Client Related (\$.44 per mile)	600.00	
Travel Other (\$.44 per mile)	600.00	trainings, meetings, administrative travel
Utilities	1,800.00	cell phones, internet, office telephones
Total Expenses	208,848.00	3.00% increase from FYE 2021

**Maine Pretrial Services
York County Pretrial Services 2020 Data**

Bed Days Saved Calendar Year 2020	64,189	
Average Bed Day Rate	23.00	Based on BOC's calculation of direct cost per inmate
Total Direct Cost	1,476,347.00	Average Bed Day Rate x Total Bed Days Saved
MPS 2020 Contract	202,764.00	
Net Savings	1,273,583.00	Total Direct Cost - MPS Contract Amount
Daily MPS supervision cost per client	1.74	
Yearly MPS supervision cost per client	633.64	

	Calendar Year 2020	Calendar Year 2019	Increase/Decrease
Total Supervised			
Pretrial Release/Supervision	286	307	(21)
Community Confinement/T-30A	-	-	-
Deferred Dispositions	29	30	(1)
Post-Conviction Bail	5	10	(5)
Graduated Sanctions	-	-	-
Administrative Release	-	1	(1)
Total Supervised	320	348	(28)
Total Bed Days Saved			
Pretrial Release/Supervision	56,326	51,187	5,139
Community Confinement/T-30A	-	-	-
Deferred Dispositions	6,734	5,577	1,157
Post-Conviction Bail	1,129	1,708	(579)
Graduated Sanctions	-	-	-
Administrative Release	-	124	(124)
Total Bed Days Saved	64,189	58,596	5,593

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF WATERBORO**

**"LAW ENFORCEMENT SERVICES"
For two deputies**

This agreement EFFECTIVE the **1st** day of **July**, 2021~~10~~ by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and the TOWN OF WATERBORO, a body politic and corporate and having a place of business in the County of York and State of Maine (hereinafter referred to as "the Town").

WITNESSETH

Whereas, the Town is desirous of contracting with York County for supplemental Law Enforcement services which are more particularly described herein:

WHEREAS, pursuant to Title 30 A Section 452:

The sheriff in each county, in person or by the sheriff's deputies, to the extent the sheriff undertakes to patrol, shall patrol those areas in the county that have no local law enforcement but may not be required by law to patrol the entire county. The county commissioners, with the sheriff's agreement, may enter into a contract with a municipality under section 107 to provide specific patrol services by the sheriff's department in return for payment for these services.

The Sheriff has the authority to assign a Deputy to the Town of Waterboro and York County is willing to provide said law enforcement services. In consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which here by acknowledged, the parties covenant as follows:

1. SERVICES

- A. York County agrees, through the Sheriff's Office to provide to the Town supplemental law enforcement services of a fully trained deputy who is a graduate of the Maine Criminal Justice Academy (MCJA).
- B. York County agrees that the deputy shall provide police protection and law enforcement services to the Town practicing the tenets and philosophy known as Community Policing. The assigned deputy will work within the corporate limits of the Town as such hours as are mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Town of Waterboro responding to citizens' calls for aid, responding to complaints, enforcing State statutes and local ordinances as pertain to public safety, rendering assistance in emergencies and exercising the statutory and common law powers and duties of the sheriff for the benefit of the Town. The services of the deputy shall also include such other duties as the Town shall reasonably request to ensure adequate police protection; provided, however that York County Sheriff's Office shall make the sole determination of the reasonableness of the Town's request for additional services of law enforcement of the deputy. York County agrees to provide written summary of service activities once per month to the Town, send a representative to the Selectmen's meeting (monthly or less frequent) as requested by the Selectmen, attend annual Town Meeting and Election Days. York County Sheriff's Office shall provide Administrative and Supervisory support services to the contract deputy. These services

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shall be subject to the terms set forth in the York County Employee Personnel Manual, York County Patrol Association Collective Bargaining Contract and the York County Sheriff's Office Policies and Procedures Manual.

- C. York County Shall provide the Town with the following reports at dates specified:

<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Waterboro	as prepared
Monthly categorical summary of calls for service	15 th of following month
Monthly summary of moving traffic stops with Breakdown between warnings and summons	15 th of following month
Copies of approved collective bargaining agreements Agreement that pertain to deputy assigned to Waterboro	within 15 days of approval by Sheriff

- D. The Town agrees that the deputy assigned to the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. Bona fide emergencies do not include responding to routine calls in other towns. Bona fide emergencies include such items as, responding to an armed robbery, providing assistance to another officer making an arrest and other issues where the public safety is at risk. The deputy so responding shall return to duty in the Town as soon as possible. The Town recognizes that the County of York has a contractual obligation to the deputy to provide up to 400 hours of PTO (paid time off) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA. The Town understands that its law enforcement services will be provided by the regular/routine patrol deputy when its contract deputy is on any type leave, days off or in training and the coverage received will be the same as towns without contract deputies.
- E. York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Waterboro or permanent re-assignment of any deputy out of Waterboro. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- F. York County shall make all decisions regarding hiring, retention and termination of the deputy, provided, however, that York County shall replace the deputy with an individual meeting the qualifications in this contract and provided further that York County will replace the deputy with no interruption of service. York County shall allow and invite a representative(s) from the Town to participate in the hiring of the deputy.
- G. York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands

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that the vehicle will be used for patrolling outside of the Town boundaries when the contract deputy works overtime or has out of Town official business, to include but not limited to training and meetings.

- H. York County shall provide the Town with written responses to citizen inquiries and complaints, which are directed to the York County Sheriff's Office when appropriate. Such responses shall be under the Sheriff's signature and provided within (30) thirty days of filing.
- I. The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's Department. The selection process will include representatives from the Town of Waterboro as participants in this process. Due weight will be given to the Town's preference for a particular deputy; however, final decisions regarding employment reside with the Sheriff with approval of the county commissioners.

2. REPRESENTATION OF COUNTY

York County hereby represents and acknowledges that those services described in section #1 of this agreement would not be provided through any appropriations of the annual budget of York County, in the event this agreement did not exist.

3. TERM

York County agrees to provide the service specified in this contract for a period of 12 months commencing 1st **day of July, 2021**~~0~~ and terminating, 30th **day of June, 2022**~~1~~, unless this contract is earlier terminated as set forth in Section 8 hereof, with a yearly review for adjustments to the Community Policing Program and all costs.

4. ADDITIONAL PERSONNEL

If, in the judgment of York County, additional temporary law enforcement personnel are available during the term of this contract, York County agrees to provide the Town with such additional personnel that the Town may request, provided that within a reasonable time in advance or employment the Town furnishes York County with a written statement of the required term of service and for said additional personnel and agrees, in writing to pay the cost computed at a rate consistent with that of Section #4 hereof.

5. COSTS

The Town agrees to pay York County for each year, those estimated base amounts reflected in Addendum I, attached hereto in and incorporated herein by reference (hereinafter referred to as the "base amount") subject to increase or decrease as provided in paragraph B below.

- A. The Town shall pay the base amount in bi-annual installments, April and October.
- B. The base amount is for salary, benefits and daily operational costs only. *It is understood that Capital costs for vehicle(s) are negotiated separately of this contract.* The base amount may increase or decrease depending on increases/decreases in social security, payroll liabilities and/or insurance as well as increased benefits including, but not limited to any such benefits

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granted in any applicable collective Bargaining Agreement. Any such increases shall be paid by the Town to York County following written notice/invoice thereof detailing the increase(s). York County shall administer the payment of the deputy's salary and fringe benefits and maintain records open for inspection by the Town for the duration of this agreement

See Addendum 1 hereto and made part hereof.

6. INDEMINITY

York County shall indemnify and hold harmless the town, its officers, employees, and agents from all claims, losses, damages, including property damages, personal injury, death, or other liability, directly or indirectly, arising out of the provision of law enforcement services set forth in this Agreement. This indemnity shall include the obligation to assume the town's defense for any claims or actions brought against the town that arise from York County's performance of law enforcement services under this Agreement, including, but not limited to, costs and attorney's fees. The County's indemnification obligation shall not serve to waive or alter in any way the terms, provisions, and protections contained in the Maine Tort Claims Act or any other rights that the County may have thereunder or pursuant to other applicable law. To the extent the town has insurance coverage for any claims, demands, costs, or judgment under this agreement, the parties agree the County's coverage will be primary and the town's coverage secondary.

7. STANDARD OF PERFORMANCE

The Town and York County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the deputy performed under this contract. Provided, however that York County shall make good the final determination on said issues. York County agrees to receive and consider, in good faith, all inquiries and requests made by the Town. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matter shall remain exclusively with York County.

8. TERMINATION

This contract shall expire **June 30th, 2021~~2~~** unless extended as set forth in Section 9 hereof. In the event the contract deputy's salary and/or costs are supported by federal, state or Department of Justice grant funding, should the town exercise the early termination provision above, the town will remain financially liable to the County for all salary and/or costs which remain due and owing pursuant to the grant as well as any penalty or recoupment imposed under the grant contract. This provision is intended to leave the county in the same financial position as if the agreement had been performed in full

9. EXTENTION

Unless terminated by written notice~~on notice~~, as agreed in the above provided article, all rights and privileges herein granted, together with all other provisions of this contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of (30)

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thirty days from the date of expiration. Either party; shall notify the other party in writing if it does
that it does not desire the contract extended for such an additional period.

10. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties. There is no promise terms, conditions, or obligations other than those contained here; and this contract shall supersede all previous communications, representatives or agreements, either verbal or written, between the parties hereto.

This Agreement contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, who exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law

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IN WITNESS WHEREOF, THE TOWN OF WATERBORO, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Administrator and the County of York, BY ORDER OF THE County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: COUNTY OF YORK

By: _____
York County Manager

William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of 26 July

IN THE PRESENCE OF: TOWN OF WATERBORO

State of Maine Date: 07/26/21 By: _____

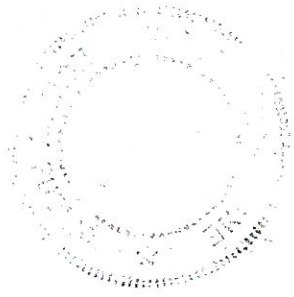
Gary Lamb

Gary Lamb - Town Administrator

Personally appeared the above named
Gary Lamb
who acknowledged the foregoing instrument
by him/her subscribed to be his/her free act
and deed.

Marina Gagne
Notary Public

Commission Expires: _____



MARINA J GAGNE
Notary Public - State of Maine
My Comm. Expires 9/17/2022

Card Holder	Limit as of 7/19/21	Limit Suggestion	Cty Mgr Suggestion	
DeRochemont, Richard	5,000.00	5,000.00		
Cleaves, Arthur	50,000.00	20,000.00		
Dumont, Kathryn	5,000.00	5,000.00		
Charles, Todd	5,000.00	5,000.00		
Hammond, Nancy	2,500.00	2,500.00		
Kern, Jennifer	5,000.00	5,000.00		
Bean, Daniel	2,500.00	2,500.00		
Forbes, Jeremy	2,500.00	2,500.00		
King, William	5,000.00	5,000.00		
Francoeur, Dave	50,000.00	20,000.00		
Lovejoy, Carol	1,000.00	1,000.00		
Zinger, Gregory	2,500.00	2,500.00		
Corliss, Linda	2,500.00	2,500.00		
Arsenault, Megan		19,000.00		
Lemieux, Lorene		2,500.00		
	138,500.00	100,000.00		

Account Limit as of 7/19/21 100,000.00