

1 **COMMISSIONERS MEETING**

2 **July 13, 2022**

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5 *YORK,ss*

6  
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 13, 2022 A. D. at 4:30 P. M.

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12 **COMMISSIONERS PRESENT:**

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14 Richard Clark  
15 1. Richard Dutremble  
16 Robert Andrews  
17 Allen Sicard  
18 Donna Ring  
19

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22 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the  
23 meeting.

24  
25 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

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28 **07-13-22 ITEM**

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30 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

31 Daria Cullen, a volunteer of the Maine Prisoner Advocacy Coalition, addressed the  
32 Board and said that she was here for the family of Nicole Turner, who died at the  
33 jail last week of an overdose. She stated that they have very few answers and that  
34 they want to understand what is being done at the jail, i.e. trained medical staff,  
35 Narcan available, etc. She added they would like to know how does a resident  
36 assist themselves when they are alone and overdosing? What changes have been  
37 made since Nicole's death? Any responding officers interviewed? What  
38 alternatives were available to Nicole that might have circumvented her arrest? She  
39 was put in jail in a very vulnerable state, stated Daria Cullen. She relayed that she  
40 had been told that the last thing Nicole said prior to entering the jai, was that she  
41 just wanted to leave there with a clean slate. Treatment for residents with  
42 substance abuse disorder cannot be in the jail, continued Ms. Cullen. She added  
43 that jails are punitive and that we need to stop criminalizing people like Nicole.  
44 Ms. Cullen stated that no one should die in jail; especially not anyone who is  
45 struggling with substance abuse. She handed a list of questions to Sheriff King and  
46 said that she hopes the family will be hearing from someone soon. Ms. Cullen also  
47 announced that there would be a vigil at the York County Jail on July 16, 2022 at  
48 6:00 p.m.  
49

50 Janet Drew addressed the Board via Zoom and stated that she first got to know the  
51 Commissioners when they were talking about ARPA funds and a proposal for  
52 detox center using ARPA funds. She continued that at the time she met with  
53 Sheriff King, Major Thayer and County Manager Zinser this past winter, we talked  
54 about better ways to care for people with illness. The system is set up so this is  
55 what we do with people, stated Ms. Drew. She continued that her worst fears were  
56 just confirmed (detox in jail). Ms. Drew added that she agreed with Daria that  
57 nobody should die in jail. There is enough ARPA money that you could put some  
58 of it towards prevention and not give people arrest records and not punish them for  
59 trauma and add to their trauma.  
60

61 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 62 a. Commissioners meeting of June 15, 2022  
63 Commissioner Clark motioned to approve the minutes. Commissioner Ring  
64 seconded the motion. Vote 5-0.  
65 b. Commissioners special meeting of June 29, 2022  
66 Commissioner Clark motioned to approve the minutes with one correction at  
67 line 53. Commissioner Dutremble seconded the motion. Vote 5-0.  
68

69 **3 TO APPROVE TREASURER'S WARRANTS**

- 70 a. Warrants to be approved on June 15, 2022 in the amount of \$492,182.27  
71 Commissioner Clark motioned to approve the warrants. Commissioner  
72 Dutremble seconded the warrant. Vote 5-0.  
73 b. Warrants to be approved on June 22, 2022 in the amount of \$505,057.65  
74 Commissioner Clark motioned to approve the warrant. Commissioner  
75 Dutremble seconded the warrant. Vote 5-0.  
76 c. Warrants to be approved on June 29, 2022 in the amount of \$616,093.92  
77 Commissioner Clark motioned to approve the warrant. Commissioner  
78 Dutremble seconded the motion.  
79 DISCUSSION: Commissioner Ring asked why the warrant is so large.  
80 Finance Director Lori Lemieux replied possibly ARPA but she'd have to look  
81 at it again.  
82 Vote 5-0.  
83 d. Warrants to be approved on July 6, 2022 in the amount of \$294,937.39  
84 Commissioner Clark motioned to approve the warrant. Commissioner  
85 Dutremble seconded the motion. Vote 5-0.  
86

87 **4 TO HEAR ANY REPORTS FROM THE COUNTY**  
88 **COMMISSIONERS**

89 Commissioner Dutremble, who represents the York County Commissioners on the  
90 Board of the MCCA, informed all that the yearly meeting will be in person this  
91 year on September 14<sup>th</sup>. A headcount will be needed so that a venue with sufficient  
92 room can be reserved. The Two gubernatorial candidates will be there plus two  
93 more speakers. Ring- Kathy will get more information and put e-mail out to  
94 department heads.

95 Commissioner Sicard asked if the Commissioners had all received a copy of a letter  
96 from the Sanford Republican Committee regarding campaigning near the doors to  
97 Sanford High School and that the Commissioners authorize a response from the  
98 County Manger to reply that we do not have authority to get involved.  
99



100 Commissioner Sicard announced that he received his second (COVID) booster at  
101 the Sanford Vaccination Center yesterday.  
102

103 **5 NEW BUSINESS**

104 a. H.R. Director Linda Corliss to request approval for the following new hires/  
105 transfer:

- 106 i. Paul Mitchell from Major/Patrol Commander in the Y.C.S.O. to  
107 Major/Administration in the Y.C.S.O. with an effective date of July  
108 18, 2022.  
109

110 H.R. Director Linda Corliss addressed the Board and explained that this  
111 (administrative major) is a new position that was approved by the  
112 Commissioners during the budget process. She added that current Major Paul  
113 Mitchell is looking to transfer from Patrol Major to Administrative Major.  
114

115 Commissioner Dutremble motioned to approve the transfer of Paul Mitchell  
116 from Patrol Major to Administrative Major with an effective date of July 18,  
117 2022. Commissioner Andrews 2<sup>nd</sup>.  
118

119 DISSCUSSION- Commissioner Ring stated that when this position was  
120 brought forward she did not support it. She added that she believes it could be  
121 done with a civilian position and is a burden on our budgets. Therefore, she  
122 will not support this new position.  
123

124 Vote 4-1 with Commissioner Ring opposed. Motion passed

125 b. Review and discuss RFP for archivist with Register of Deeds Nancy Hammond  
126 Nancy Hammond-

127 County Manager Greg Zinser explained that he and (Register of Deeds) Nancy  
128 Hammond had a conversation about putting out an RFP to bring on an  
129 archivist. He then turned this agenda item over to Register of Deeds Nancy  
130 Hammond. Register Hammond explained that the goal is to take care of the  
131 documents handed over to her three years ago. She continued that some  
132 (documents) were stored away not in archival fashion. Register Hammond  
133 explained that documents have archival value vs. interest value.

134 Some are legal documents that we are charged with keeping, she explained.  
135 Commissioners' records are currently stored in the (courthouse) basement and  
136 are not accessible as public record. Part of this work would be to get that  
137 information put online.

138 She explained that the job of the Archivist is the opening up of documents that  
139 are fragile and letting us know if they need preservation.

140 Register of Deeds Nancy Hammond stated that she is hoping that members of  
141 staff gather more skills to facilitate managing documents to preserve.

142 Commissioner Ring asked if this is a contract service? County Manager Zinser  
143 replied, yes. Commissioner Ring clarified that this is not an employee?  
144 County Manager Zinser replied, no.

145 Commissioner Sicard asked if these people handle the microfiche as well?

146 Register of Deeds Hammond replied that one employee has found that we have  
147 multiple copies of microfiche so, yes, the archivist could tell us what could be  
148 destroyed as well as make other recommendations. She added that she  
149 contacted IQS and they can microfilm and digitalize it.



150 Commissioner Ring asked if anyone had any idea how long it would take? The  
151 County Manager replied that they can ask that at the pre-bid and we can do an  
152 addendum adding that item.

153 Commissioner Ring asked if the Register of Deeds perceived that as time goes  
154 on the staff in Deeds can handle this (function)? The Register of Deeds  
155 replied, yes.

156 Commissioner Clark commented that we have a duty to preserve this stuff but  
157 that he hopes we will narrowly focus as we don't have an infinite amount of  
158 money. He recommended that it is made very clear as to what you want done  
159 so you have a bid that meets what you can afford. Register of Deeds, Nancy  
160 Hammond replied, yes, someone to help us prioritize.

161 Commissioner Clark motioned to approve the RFP. Commissioner Dutremble  
162 seconded the motion. Vote 5-0.

- 163
- 164 c. Discussion of dredge acquisition- County Manager Zinser informed all that the  
165 RFP went out and that one bid was received. We did receive inquiries from  
166 another company but they chose not to bid. The County Manager continued  
167 that at this point he does not think we are ready to approve anything. We did  
168 our job as you asked us, he said to the Board. The costs are roughly \$1.4  
169 million for the dredge and \$500,000 for a support boat. As time goes on, we  
170 will have more conversations with Save Our Shores folks. Commissioner Ring  
171 commented that she couldn't determine what the bottom line was. County  
172 Manager Zinser replied that all costs probably equal about \$1.5 million.  
173 Commissioner Dutremble added that the cost of training was incorporated in  
174 Saco's budget. County Manager Zinser responded that he thinks that money is  
175 to hire staff.  
176 David Plavin from S.O.S. addressed the Board and explained that the training  
177 is local and done by the harbor masters from the County so they can understand  
178 how the dredge works. When we hire the actual crew, we are under the  
179 assumption that they will already be trained.  
180 Commissioner Sicard mentioned that they met with Scarborough last week.  
181 Mr. Plavin replied that they are trying to get a clearer idea of what will work  
182 for these communities. We are registered with the State of Maine.  
183 Commissioner Sicard asked if there is a possibility of purchasing a used  
184 support boat. David Plavin replied or perhaps a rental boat job. He added that  
185 they are working with a vendor. The costs last summer were quite different  
186 than they are now, stated Mr. Plavin. Commissioner Sicard thanked them for  
187 their work and added that he is pleased to hear that communities are coming  
188 forward and willing to work for them. Mr. Plavin stated that there will be a  
189 host city and it will be Saco.
- 190
- 191 d. Discussion of H.R. hiring(s)- County Manager Greg Zinser explained that in  
192 this year's budget, the hiring of an H.R. Manager during the month of January  
193 was approved. We would like to move the hiring up as we had a retirement.  
194 H.R. Director Linda Corliss explained that the retirement came up sooner than  
195 she anticipated so therefore, there is excess money to cover this new position if  
196 she moves the hiring up a bit. She added that she would like the person  
197 involved in the vacant position. H.R. Director Corliss added that she is looking  
198 to post it but it might take some time to find someone.  
199 County Manager Zinser stated that the vacating of that position opens up this  
200 opportunity and there will be no budgetary impact.



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Commissioner Ring asked will you fill the retirement position?  
H.R. Director Linda Corliss replied that a position will be filled.  
Commissioner Ring stated that she did not agree with this position so she won't support it now.  
County Manager Zinser stated that if there is no resounding objection Linda (Corliss, H.R. Director) will move forward.  
Commissioner Ring replied that if we hire them earlier than anticipated it will impact the budget as we budgeted for six months.  
County Manager Zinser replied that there will be enough money as the parting person was with us for so long.

Commissioner Ring asked do we have a temporary employee working in H.R. now? How long have we had this position?  
County Manager Zinser replied, yes, a long time on and off.  
H.R. Director Linda Corliss explained that is a specific project to scan files so that employee files can get onto the H.R.S. system that she has been looking into getting. In order to do that we expand the program we have with Tyler Technologies. The temporary employee is scanning the documents.  
Commissioner Ring stated that her question is if this has been ongoing for a few years why didn't we put in for a clerical position?  
H.R. Director Corliss responded that this project is temporary and once we get caught up there won't be a need.  
Commissioner Ring asked is it because the current staff you have doesn't want to do the work? Why should you be using a temporary (employee) for a couple of years?  
H.R. Director Linda Corliss explained that it has to do with skill level and time.  
Commissioner Clark motioned to authorize the H.R. Director to post and begin to fill the positions that she has open.  
COMMENT from Commissioner Clark that although he made this motion, it is unnecessary. This Board has gone through the process of filling the position for this department. This is not an individual game. This Board by majority has created this position. I think the H.R. Director can do her job.  
Vote 5-0.

**6 OLD BUSINESS**  
None

\*\*\*HEARD AFTER ITEM 8\*\*\*

- 7 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) (F) review of confidential records pursuant to Title 1, Section 402-paragraph 3 (Public Records) Q- "Security plans, staffing plans, security procedures, architectural drawings or risk assessments prepared for emergency events that are prepared



251 for or by or kept in the custody of the Department of Corrections or a county jail  
252 if there is a reasonable possibility that public release or inspection of the records  
253 would endanger the life or physical safety of any individual or disclose security  
254 plans and procedures not generally known by the general public. Information  
255 contained in records covered by this paragraph may be disclosed to state and  
256 county officials if necessary to carry out the duties of the office of the officials  
257 or the Department of Corrections under conditions that protect the information  
258 from further disclosure.”

259 Commissioner Clark motioned to enter into executive session reading the  
260 above-noted statute. Commissioner Dutremble seconded the motion. Vote 5-0.  
261 Commissioner Clark motioned to come out of executive session. Commissioner  
262 Dutremble seconded the motion. Vote 5-0.  
263 NO ACTION TAKEN  
264

265 **\*\*\*HEARD PRIOR TO ITEM 7\*\*\***

266 **8 PUBLIC COMMENT(S) ON ANY ITEM(S)**

267 Daria Cullen addressed all again to remind them of the vigil on Saturday outside  
268 the York County Jail and invited the Commissioner and Sheriff to meet the family.  
269 Substance abuse disorder should not be treated in the jail, she stated. She added  
270 that it is her hope that something will be done to ensure that what happened to  
271 Nicole will not happen to anyone else. The vigil begins at 6:00 p.m. on July 16<sup>th</sup>  
272 stated Ms. Cullen.  
273

274 Janet Drew commented via Zoom that she had received a letter from someone  
275 housed at the jail begging for help to get care. She passed this letter onto the  
276 Commissioners and the Sheriff and was told this was resolved. The Sheriff offered  
277 to talk to me alone but I suggested the Board of Visitors, commented Ms. Drew.  
278 There are better ways to care for people. We need to support health care services  
279 within their communities for people who don't have money to pay for their  
280 healthcare, said Janet Drew.  
281

282 Commissioner Sicard stated that as a point of information we visited Layman Way  
283 today. There are 20 beds full of mostly young people diverted from the correction  
284 side focusing on their recovery of substance abuse. He reminded everyone that  
285 York County is the only county in Maine spending over \$1 million a year in  
286 treating drug abuse.  
287

288 Sheriff King stated that York County Jail has the largest medically assisted  
289 treatment program in Maine. There are currently 75 residents in that unit and a  
290 body scanner. The Sheriff clarified that the Maine State Police reported that there  
291 was an overdose but, this is not necessarily true. All of these questions will be  
292 answered in due time. Once everything is done, people will find that everything is  
293 being done.

294 Sheriff King informed all that they have our own internal reviews going on along  
295 with the Maine State Police.

296 We all feel really, really badly and our sympathies go out to Nicole's family. I will  
297 be at the vigil, stated Sheriff King,  
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**9 ADJOURN**

Commissioner Clark motioned to adjourn. Commissioner Dutremble seconded the motion. Vote 5-0.

DRAFT





## COUNTY OF YORK

*Robert L. Andrews*  
*Vice-Chairperson*  
*District 1*

*Richard R. Dutremble*  
*District 2*

*Allen R. Sicard*  
*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*

July 28, 2022

**TO:** Greg Zinser  
County Manager

**FROM:** Linda M. Corliss on behalf of Kathy Slattery – District Attorney  
H.R. Director and Deputy County Manager

**RE:** Hiring of (Full-Time) Legal Secretary

I would like to make a formal request for approval to fill the Full-Time Legal Secretary position within the District Attorney's Office. This position is already funded and was vacated by an employee termination.

The position was posted internally within the County with no applicants. It was then posted externally, qualified candidates were interviewed, and a final candidate was selected.

A complete transfer packet is available for the Commissioners review on **Christine Baker**. I am looking for approval from the Commissioners for a Monday, **August 22, 2022**, hire date.

If you have any questions, please let me know.



**MAINE PRETRIAL SERVICES, INC.  
9 GREEN STREET, SUITE 304  
AUGUSTA, MAINE 04330  
207-831-6849**

21 March 2022

RE: Budget Justifications for FYE'23 Request

**Maine Pretrial Services (MPS) is respectfully requesting consideration for higher-than-normal budget amounts for county based pretrial services for FYE'23. MPS has requested individual meetings with each county's representative to review and discuss the proposed increases.**

- A. HISTORY: Agency wide, MPS has requested annual three percent increases for the past twenty-nine years (and likely prior). MPS cautiously kept its FYE'21 budget request flat funded from FY'20, not knowing how the pandemic would affect business or expenses. In its FYE'22 budget, MPS requested a three percent increase.
- B. RATIONALE FOR PROPOSED INCREASES: MPS would like to share some of the key reasons for the marked projected increases for FYE'23. The primary outliers driving the expense are wages and infrastructure. Both rose to levels of critical importance during the pandemic.
  1. WAGES: MPS has worked to increase direct service worker salaries. All staff are salaried. Hourly rates of pay have increased from approximately \$17 per hour (2018) to the current range of \$22 to \$25 per hour for new hires. Along with the rest of the labor force, MPS has experienced higher than normal staff turnover during the pandemic. In the last 24 months, MPS hired 22 times to fill direct service positions within the agency. MPS continues to work to balance the fluctuating job market with the increasing demands of direct service work. Pretrial release and case management is complex. Duties span interviewing difficult defendants in lock up, articulating risk and need at court, community supervision, drug testing, interfacing with local law enforcement regarding violations, data management, and linkages to service. It is our belief that improved wages are appropriate and it is our hope that they will help stop the revolving door of employees.
  2. INFRASTRUCTURE: With high rates of turnover, MPS sought to add infrastructure supports through the creation of an HR position and an additional pretrial supervisory position.

- a. HUMAN RESOURCES: Until March of this year, a small management team (consisting of the executive director, deputy director, and finance director) handled all HR duties. With guidance from the board of directors, MPS created a Human Resources Director position for the first time. This position will fulfill all of the regular HR duties of a non-profit, including recruitment, hiring, onboarding, and administration of fringe benefits.
  - b. SECOND PRETRIAL SUPERVISOR: In 2019, MPS added a pretrial supervisor, who traveled the state providing training, direct support, and supervision. During the pandemic, this supervisor was called upon more than ever to assist with court, staff coverage and direct service during vacancies, and training. The decision to add a second pretrial supervisor to assist with these responsibilities was clear and the need was immediate.
- C. ADDITIONAL FUNDING SOURCES FOR PRETRIAL SERVICES WORK: MPS has participated in several grant writing activities over the last two years and has not received any additional funding for pretrial service work. It has received increased funding for staffing and opportunities for bonuses from drug court work, which is funded through the Office of Behavioral Health under the Maine Department of Health and Human Services. It has also received additional funding for drug court positions through a partnership with the Maine Judicial Branch to open courts in the Midcoast and Oxford County. MPS did not receive any ARPA funding.
- D. POSSIBLE AREAS TO REVIEW FOR ADDITIONAL CUTS: Two areas are potential targets for cuts. It is the agency's position that cuts in either of these two areas will not only perpetuate but likely exacerbate the revolving work force issue. Retention builds better work capabilities and stronger performance.
- a. Staff Salaries
  - b. Fringe Benefits



**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
<b>Total Expenses</b>	<b>208,848.00</b>	<b>3.00% increase from FYE 2021</b>

**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
<b>Total Supervised</b>			
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)
<b>Total Supervised</b>	<b>320</b>	<b>348</b>	<b>(28)</b>

	Calendar Year 2020	Calendar Year 2019	Increase/Decrease
<b>Total Bed Days Saved</b>			
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)
<b>Total Bed Days Saved</b>	<b>64,189</b>	<b>58,596</b>	<b>5,593</b>



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

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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, 2022 to June 30, 2023, 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, 2023 to June 30, 2024, 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, 2022 to June 30, 2023 will be \$245,886.
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

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
William King  
Sheriff, York County

FOR MAINE PRETRIAL SERVICES, INC.

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth A. Simoni  
Executive Director

**Maine Pretrial Services  
York County  
Contract Proposal FYE 23  
07/01/22 - 06/30/23**

LINE ITEM	3 Pretrial Case Managers	DESCRIPTION
Indirect Overhead and Administration	28,592	11.60%
Fringe	27,540	Medical, Dental, Life/AD&D, and HRA plans
Worker's Compensation Insurance	240	
Office Supplies	900	
Payroll Taxes & Fees	13,114	FICA, SUTA, weekly processing fees, quarterly and annual tax filing
Professional Membership & Dues	-	
Program Costs	4,500	Drug testing supplies and lab analysis fees
Rent	-	
Salary		
Supervisors	20,095	
Case Managers @ 40/week	148,205	3 Case Managers
<b>Total Salary</b>	<b>168,300</b>	<b>Total Salary</b>
Travel Client Related	900	
Travel Other	-	
Utilities	1,800	cell phones, internet, office telephones
<b>Total Expenses</b>	<b>245,886</b>	

2022 MPS Contract	208,848.00	
Average Bed Day Rate	25.00	Assuming an artificially low bed day rate
Savings	2,043,475.00	Total bed days saved X bed day rate
Net Savings of Program	1,834,627.00	Savings less FYE 2022 MPS Contract
Daily MPS supervision cost per client	1.56	
Yearly MPS supervision cost per client	569.07	

**2021 Calendar Year Data**

	Total Supervised	Total Bed Days Saved
Pretrial Release/Supervision	310	69,692
Community Confinement/T-30A	0	0
Deferred Dispositions	51	10,705
Post-Conviction Bail	6	0
Graduated Sanction	0	1,342
Administrative Release	0	0
<b>Total Supervised</b>	<b>367</b>	<b>81,739</b>



**Maine Pretrial Services, Inc.**  
**9 Green Street, Suite 3A**  
**Augusta, ME 04330**

**York County**  
**2021 Calendar Year Data**

York County	2021
<b>Total Supervised-All Programs</b>	<b>367</b>
Pretrial Release/Supervision	310
Deferred Dispositions	51
Post-Conviction Bail	6

York County	2021
<b>Total Bed Days Saved-All Programs</b>	<b>81,739</b>
Pretrial Release/Supervision	69,692
Deferred Dispositions	10,705
Post-Conviction Bail	1,342

All Program Violations	Supervised	# By Rev.	Violation %	Success %
Total Revocations	367	46	12.53%	87.47%
New Criminal Conduct	367	23	6.27%	93.73%
Failure to Appear	367	0	0.00%	100.00%
Positive Drug Screen	367	2	0.54%	99.46%
Victim Contact	367	2	0.54%	99.46%
Stopped Reporting	367	13	3.54%	96.46%
OTHER	367	6	1.63%	98.37%

Pretrial Release/Supervision	Supervised	# By Rev.	Violation %	Success %
Total Revocations	310	42	13.55%	86.45%
New Criminal Conduct	310	23	7.42%	92.58%
Failure to Appear	310	0	0.00%	100.00%
Positive Drug Screen	310	2	0.65%	99.35%
Victim Contact	310	1	0.32%	99.68%
Stopped Reporting	310	10	3.23%	96.77%
OTHER	310	6	1.94%	98.06%

<b>Deferred Disposition</b>	<b>Supervised</b>	<b># By Rev.</b>	<b>Violation %</b>	<b>Success %</b>
Total Revocations	51	4	7.84%	92.16%
New Criminal Conduct	51	0	0.00%	100.00%
Failure to Appear	51	0	0.00%	100.00%
Positive Drug Screen	51	0	0.00%	100.00%
Victim Contact	51	1	1.96%	98.04%
Stopped Reporting	51	3	5.88%	94.12%
OTHER	51	0	0.00%	100.00%

<b>Post-Conviction Bail</b>	<b>Supervised</b>	<b># By Rev.</b>	<b>Violation %</b>	<b>Success %</b>
Total Revocations	6	0	0.00%	100.00%
New Criminal Conduct	6	0	0.00%	100.00%
Failure to Appear	6	0	0.00%	100.00%
Positive Drug Screen	6	0	0.00%	100.00%
Victim Contact	6	0	0.00%	100.00%
Stopped Reporting	6	0	0.00%	100.00%
OTHER	6	0	0.00%	100.00%



**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
<b>Total Supervised</b>			
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)
<b>Total Supervised</b>	<b>320</b>	<b>348</b>	<b>(28)</b>
<b>Total Bed Days Saved</b>			
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)
<b>Total Bed Days Saved</b>	<b>64,189</b>	<b>58,596</b>	<b>5,593</b>

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

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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, 2022 to June 30, 2023, 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, 2023 to June 30, 2024, 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, 2022 to June 30, 2023 will be \$245,886.
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

\_\_\_\_\_

\_\_\_\_\_, Date: \_\_\_\_\_  
William King  
Sheriff, York County

FOR MAINE PRETRIAL SERVICES, INC.

\_\_\_\_\_

\_\_\_\_\_, Date: \_\_\_\_\_  
Elizabeth A. Simoni  
Executive Director



**Maine Pretrial Services  
York County  
Contract Proposal FYE 23  
07/01/22 - 06/30/23**

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## **"LAW ENFORCEMENT SERVICES"**

This agreement EFFECTIVE the **1st** day of **July**, 2022 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and the TOWN OF PARSONSFIELD, 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 PARSONSFIELD 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**

- 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).
- 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 full-time within the corporate limits of the Town. Such services shall include, but not by way of limitation, patrolling the Town of Parsonsfield 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 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.
- York County Shall provide the Town with the following reports at dates specified:



<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Parsonsfield	as prepared
Monthly categorical summary of calls for service	15 <sup>th</sup> of following month
Monthly summary of moving traffic stops with Breakdown between warnings and summons	15 <sup>th</sup> of following month

- 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. 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 him 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.
  - The Town of Parsonsfield has opted for coverage when the regularly assigned deputy is unable to patrol for reasons specified above. The sheriff's office will make every effort to backfill the position with other officers. The Town will be billed \$58.58 per hour for this additional service. This hourly fee is subject to change on a yearly basis as salary rates change and/or other contractual changes.
- York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Parsonsfield or permanent re-assignment of any deputy out of Parsonsfield. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- 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.
- 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 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.
- 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.
- 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

Parsonsfield as participants in this process. 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 contract for a period of 12 months commencing **1<sup>st</sup> day of July, 2022** and terminating on the **30<sup>th</sup> day of June, 2023**, 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 of 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.

- The Town shall pay the base amount in quarterly installments.
- 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 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. INDEMNITY**

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 30<sup>th</sup>, 2023** 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, 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 negation of any added cost factors, for an additional period of (30) thirty days from the date of expiration. Either Party shall notify the other party in writing if 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

\*\*\*\*\*

IN WITNESS WHEREOF, THE TOWN OF PARSONSFIELD, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Selectmen 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 July 12, 2022

IN THE PRESENCE OF: TOWN OF PARSONSFIELD

By: Edward J. Bower, Jr. \_\_\_\_\_  
Selectman

Harry A. Mauldin \_\_\_\_\_  
Selectman

\_\_\_\_\_   
Selectman