

1 **COMMISSIONERS MEETING**

2 **December 20, 2023**

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6 *YORK,ss*

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8 At a regular meeting of the County Commissioners of the County of York, begun and  
9 holden at the York County Government Building in Alfred, within and for the County of York,  
10 being held on Wednesday, December 20, 2023, A. D. at 5:00 P. M.  
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13 **COMMISSIONERS PRESENT:**

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- 15 Richard R. Dutremble
- 16 Richard Clark
- 17 Robert Andrews
- 18 Justin Chenette-excused
- 19 Donna Ring
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21 County Manager Greg Zinser was present at the meeting.

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

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25 **12-20-2023 ITEM**

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27 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

28 Janet Drew (via ZOOM) thanked Sheriff King and his staff for what they have  
29 done to try and bring some joy to those spending Christmas in jail. She added that  
30 she is hopeful that the Board of Visitors will do more interactive things to help  
31 people succeed next year.  
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33 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

34 a. Commissioners' meeting of December 7, 2023  
35 Commissioner Clark motioned to approve the minutes of the December 7, 2023  
36 meeting. Commissioner Andrews seconded the motion. Vote 4-0.  
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38 **3 TO APPROVE TREASURER'S WARRANTS**

39 a. Warrants to be approved on December 6, 2023 in the amount of  
40 \$605,568.48  
41 Commissioner Clark motioned to approve the warrant. Commissioner  
42 Andrews seconded the motion. Vote 4-0.  
43 b. Warrants to be approved on December 13, 2023 in the amount of  
44 \$690,849.28  
45 Commissioner Clark motioned to approve the warrant. Commissioner  
46 Andrews seconded the motion. Vote 4-0.  
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**4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS**

Commissioner Dutremble informed all that on January 10, 2024 the annual meeting for the Maine County Commissioners' Association will be held at the Senator Hotel in Augusta.

**5 NEW BUSINESS**

- a. To hear two NCEU grievances (may be in executive session)  
Bill Doyle, Executive Director of the NCEU informed all that the Union wishes to have their grievances heard in executive session.  
Commissioner Clark motioned to enter into executive session pursuant to 1 M.R.S.A. § 405 (6) (A), personnel issues.  
Commissioner Andrews seconded the motion. Vote 4-0.  
Commissioner Clark motioned to come out of executive session.  
Commissioner Andrews seconded the motion. Vote 4-0.  
Commissioner Clark motioned to support the denial of grievance #114706  
Commissioner Andrews seconded the motion. Vote 3-1 with Commissioner Ring opposed.  
Commissioner Clark motioned to support the denial of grievance #139100.  
Commissioner Andrews seconded. Vote 4-0.
- b. Introduce County Manager Zinser to seek approval for the hiring/transfer of the following individuals:
  - i. James Nassif in the full-time position of Maintenance Technician I in the Facilities Department with a date of hire of January 2, 2024.  
Commissioner Clark motioned to approve the hiring of James Nassif in the full-time Maintenance Technician I position in the Facilities Department with a date of hire of January 2, 2024. Commissioner Andrews seconded the motion. Vote 4-0.
  - ii. Mariah Jacobsen in the ~~full-time~~ (part-time) position of Corrections Officer in the Sheriff's Office with a date of hire of December 18, 2023.  
Commissioner Clark motioned to approve the hiring of Mariah Jacobsen in the part-time position of Corrections Officer in the Sheriff's Office with a date of hire of December 18, 2023. Commissioner Andrews seconded the motion. Vote 3-1 Commissioner Ring abstained from voting as she is related to Ms. Jacobsen.
  - iii. Fernando Suman in the full-time position of Corrections Officer in the Sheriff's Office with a date of hire of December 18, 2023.  
County Manager Zinser clarified that his first name is Gloria. Commissioner Clark motioned to hire Gloria Fernando Suman in the full-time position of Corrections Officer in the Sheriff's Office with a date of hire of December 18, 2023. Commissioner Andrews seconded the motion. Vote 4-0.
- c. Review and consideration of the deputization agreement with area police departments- allows area departments to do their work.  
Commissioner Ring stated that she is confused as to the purpose of these Agreements.  
County Manager Zinser explained that several years ago the County was

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involved in an incident where officer in Town A arrested someone in Town B. Now, The Sheriff deputizes officers working in York County. This provides the County indemnification. He added that this is done yearly. Commissioner Clark stated some years back the State statue was that towns agreed to allow officers to act in other towns. Is this similar? Sheriff King replied someone can apply to the Department of Safety and ask for officers to have statewide authority. Sheriff- King gave an example of a drunk driving case in town A and in town B the officer arrested the person and he said he was Deputy Sheriff. Sheriff King stated that it is also in law that we have this agreement. Commissioner Clark moved to authorize the policy and authorize the County Manager to sign. Commissioner Andrews seconded the motion. Vote 4-0.

d. Jail septic upgrades- County Manager Zinser reminded the Board that he e-mailed them the bid documents last week. He clarified that this is not a new system and will be utilizing the same tank system. But, a building will be added that extracts all of the trash. The county spent a lot of money pumping the septic system at the jail, explained the County Manager. It will have a long-term savings. Commissioner Dutremble asked, have we already appropriated money? County Manager Zinser replied that there is \$1.2 million in jail reserves and later in the meeting we are asking for a transfer from year end funds into capital reserves for the jail. Commissioner Dutremble asked if we allocated ARPA money? County Manager Zinser replied that yes, we broadly assigned septic but we determined it would not be in our best interest. The bids are due back in early January. He added that we are hoping to have the contract in place in February so it will come back to you to award the bid. Facilities Manager Rick DeRochemont stated that five (5) contractors showed up for pre-bid meeting.

e. Review and seek approval of Shelter renewal contract- County Manager Zinser explained that he reviewed the compensation agreement with Layman Way. He added that he is asking for the Commissioners' approval. It is budgeted as \$875,000 but factoring in the overpayment from last year it will come in a bit less. Commissioner Clark motioned to approve the authorization of the Agreement for the Layman Way Recovery Center in the amount of \$879,864,000 and to authorize the County Manager to sign the Agreement. Commissioner Andrews seconded the motion. Vote 4-0.

f. Review and approval of year end surplus allocations- County Manager Zinser stated that Finance Director Lori Lemieux is here to answer any questions. He continued that the Memo she prepared shows the proposed allocations. Commissioner Clark motioned to reallocate and read the transfer amounts into motion as follows: Contingency-\$50,000, Capital Improvement-\$100,000, Employee Wellness-\$10,000, Special Projects-\$450,000, Training and Development-\$10,000 and \$750,000 for a total of \$620,000. Also, a request to transfer \$750,000 from jail fund to jail capital reserves.

148 Commissioner Andrews seconded the motion.  
149 DISCUSSION: Commissioner Ring asked that in the special projects  
150 transfer request of \$450,000 it is specified that is for the training center and  
151 recovery center. County Manager Zinser replied that is what is going to go  
152 for but the issue is that we would need to create a new account.  
153 The motion was amended to add that it is the expectation of the Board that  
154 the funds will be used for the recovery and training buildings.  
155 Also, added to the motion is that it is the expectation of the Board that the  
156 \$750,000 to jail septic. Vote 4-0.  
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- 158 g. To select a representative and proxy to the Maine County Commissioners'  
159 Association Board  
160 Commissioner Clark motioned to select Commissioner Dutremble as the  
161 York County representative for the Board as well as the Risk Pool. Richard  
162 Clark motioned to select himself as proxy for both.  
163 Commissioner Andrews seconded the motion. Vote 4-0.  
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- 165 h. To select a representative and proxy to the Maine County Commissioners'  
166 Association Risk Pool Board (motion above in item g)  
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- 168 i. To review and ratification of Jail Medical Contract  
169 County Manager Zinser explained that the transition is ongoing. The  
170 contract for the pharmacy is separate. After discussion with both vendors, it  
171 was decided to contract pharmacy separately, explained the County Manager.  
172 He continued that the past contract dictated that the medical contract paid for  
173 pharmacy. This contract will keep track but we will pay for that directly.  
174 This contract is roughly \$2.1 million.  
175 Commissioner Ring motioned to approve the jail medical contract with  
176 Armor. Commissioner Andrews seconded the motion. Commissioner Clark  
177 added that the County Manager is authorized to sign the contract. Vote 4-0.  
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180 **6 OLD BUSINESS**

181 None  
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183 **7 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**  
184 **ISSUES PURSUANT TO 1 M.R.S.A. § 405 (6) (A), ACQUISITION OF**  
185 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**  
186 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**  
187 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**  
188 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**  
189 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**

- 190 a. To conduct an executive session pursuant to 1 M.R.S.A. § 405 (6) (A)  
191 personnel issues  
192 Commissioner Clark motioned to enter into executive session. Commissioner  
193 Andrews seconded the motion. Vote 4-0.  
194 Commissioner Clark motioned to come out of executive session.  
195 Commissioner Andrews seconded the motion. Vote 4-0.  
196 Commissioner Clark motioned to approve two requests for Leaves of  
197 Absences. Commissioner Andrews seconded the motion. Vote 4-0.

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

Susan Wiswell wished everyone Merry Christmas and Happy New year.

**9 ADJOURN**

Commissioner Ring motioned to adjourn. Commissioner Clark seconded the motion. Vote 4-0. Meeting adjourned at 6:38 p.m.

DRAFT

**AGREEMENT BETWEEN YORK COUNTY  
AND THE  
TOWNS OF ACTON AND SHAPLEIGH**

**"LAW ENFORCEMENT SERVICES"**

This agreement EFFECTIVE the **1st** day of **January, 2024** by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and the TOWNS OF ACTON AND SHAPLEIGH, 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 Towns are 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 Towns of Acton and Shapleigh 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 the Towns 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 Towns practicing the tenets and philosophy known as Community Policing. The assigned deputy will work within the corporate limits of the Towns full-time for hours as mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Towns of Acton and Shapleigh, responding to citizens' calls for service, 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 Towns 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 week to each Town, and upon request, send a representative to the Selectmen's' meeting, attend annual Town Meeting and be present during election activities. 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.
- C.** York County Shall provide the Town with the following reports at dates specified:

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<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Acton/Shapleigh	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
Copies of approved collective bargaining agreements Agreement that pertain to deputy assigned to Acton and Shapleigh	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. 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 assigned to that patrol area of the County when its contract deputy is on any type of leave, days off or in training and the coverage received will be the same as towns without contract deputies.
- E.** The town recognizes that the core mission of the Sheriff's office is to provide policing services to York County's 14 towns that do not have an organized police department. The town also recognizes that recruiting and retaining suitable candidates to be law enforcement officers is challenging. In the event the York County Sheriff's Office experiences a staffing shortage, the Sheriff's Office, may find the need to suspend the contract until our policing services staffing is replenished. The reasoning behind this provision is to prevent the Sheriff's Office from having to fill needed general patrol shifts through overtime when a contract deputy can be reassigned to general patrol.
- F.** York County shall inform the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Acton/Shapleigh or permanent re-assignment of any deputy out of Acton/Shapleigh. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days. In the event the deputy is reassigned or the position is vacated the Town is not responsible for any costs. During that time period, the Town's law enforcement services will be provided by the regular/routine patrol deputy assigned to that patrol area of the County.
- G.** York County shall make all decisions regarding hiring, retention and termination of the deputy, provided, however, that York County shall replace the assigned deputy with an individual meeting the qualifications in this contract and provided further that York County will replace the deputy as soon as practical unless the parties agree to an alternative arrangement. York County will invite a representative(s) from each Town to participate in the hiring of the deputy. York County is under no obligation to use existing officers to fill a vacancy if it is determined to not be in the best interest of the county.

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AND THE  
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York County agrees to maintain the vehicle assigned to the deputy 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 Towns understand 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. 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 Office. The selection process will include representatives from the Towns of Acton and Shapleigh as participants in this process. However, final decisions regarding employment reside with the Sheriff.
- I. Because the Collective Bargaining Agreement and County policies control the terms and conditions of a deputy's employment, in the event of a conflict between language in this Agreement and those documents, the language in the Collective Bargaining Agreement and the County policies will control,

**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 in accordance with Title 30-A, Chapter 1, subchapter 2, Article 5, Section 107 which will be in accordance with State Law

**3. TERM**

York County agrees to provide the service specified in this contract for a period of 12 months commencing on the 1st **day of January, 2024** and terminating, **31<sup>st</sup> day of December, 2024**, 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 #5 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 granted in any applicable collective Bargaining Agreement. Any such increases shall be paid by



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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**

Each Town and York County Sheriff's Office 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 the Sheriff's Office shall make the final determination on said issues pertaining to the performance of law enforcement duties. All matters related to the financial obligations shall be directed to the County Manager. York County agrees to receive and consider, in good faith, all inquiries and requests made by each Town. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with York County.

**8. TERMINATION**

This contract shall expire **December 31<sup>st</sup>, 2024** unless extended as set forth in Section 9 hereof. Either party may cancel this agreement prior to the expiration date by giving 30 days written notice to the other party and specifying the termination date. If the Towns cancel this Agreement, they will be responsible for costs associated with the services under this Agreement through the designated termination date.

**9. EXTENSION**

Unless terminated on notice as agreed in the above provision, the 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) thirty days from the date of expiration, unless one party shall notify the other party in writing 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.

**AGREEMENT BETWEEN YORK COUNTY  
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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 TOWNS OF ACTON AND SHAPLEIGH, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town's 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 December 19 2023

IN THE PRESENCE OF:            TOWNS of ACTON AND SHAPLEIGH


By:



\_\_\_\_\_  
Member, Acton Select Board

\_\_\_\_\_  
Member, Shapleigh Select Board

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Member, Acton Select Board



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