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2
3 **COMMISSIONERS' MEETING**

4 **July 1, 2026**

5 The regular meeting of the York County Commissioners was held on Wednesday, July 1, 2026, at 4:30
6 PM at the York County Government Building in Alfred.

7
8 **COMMISSIONERS PRESENT:**

9
10 Richard R. Dutremble (arrived 4:42pm)
11 Richard Clark
12 Robert Andrews
13 Justin Chenette
14 Donna Ring

15
16 **COMMISSIONERS ABSENT:** None.

17
18 County Manager Greg Zinser, Facilities Director Rick deRochemont, EMA Director Art Cleaves, EMA
19 Deputy Director Megan Arsenault, Sheriff William King, Chief Advancement Officer Rachel Stansfield
20 and Finance Director Lori Lemieux were present at the meeting.

21
22 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

23
24 **ITEM**

25
26 **1. PUBLIC COMMENT(S) ON ANY ITEM(S)**

27
28 None.

29
30 **2. MINUTES OF THE FOLLOWING MEETINGS**

31
32 **a. Commissioners' meeting of June 17, 2026**

33
34 Commissioner Clark had two corrections, change "in the position of..." to "to the position of..." on lines
35 222 and 232.

36
37 **MOTION: Commissioner Clark moved to approve the minutes of June 17, 2026, as amended.**
38 **Commissioner Chenette seconded the motion.**
39 **Motion carried 4-0**

40
41 **3. TO APPROVE TREASURER'S WARRANTS**

42 **a. Warrants to be approved on June 17, 2026, in the amount of \$1,655,554.23**

43
44 **MOTION: Commissioner Clark moved to approve the warrant dated June 17, 2026, in the amount**
45 **of \$1,655,554.23. Commissioner Chenette seconded the motion.**
46 **Motion carried 4-0**

47
48 **b. Warrants to be approved on June 24, 2026, in the amount of \$396,652.74**
49

50 **MOTION: Commissioner Clark moved to approve the warrant dated June 24, 2026, in the amount**
51 **of \$396,652.74. Commissioner Ring seconded the motion.**
52 **Motion carried 4-0**

53
54 **4. TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS**

55
56 None.

57
58 **5. NEW BUSINESS**

59
60 a. County Manager Greg Zinser to present new hires/transfers:

61
62 i. To seek hiring approval of Lucas Labbe in the position of full time Patrol Deputy in the
63 Sheriff's office with an effective date of July 6, 2026.

64
65 **MOTION: Commissioner Clark moved to approve the hiring of Lucas Labbe in the position of full**
66 **time Patrol Deputy in the Sheriff's Office with an effective date of July 6, 2026. Commissioner**
67 **Chenette seconded the motion.**
68 **Motion carried 4-0**

69
70 ii. To seek hiring approval of Erik Rae in the position of full time Patrol Deputy in the
71 Sheriff's office with an effective date of July 27, 2026.

72
73 **MOTION: Commissioner Clark moved to approve the hiring of Erik Rae in the position of full time**
74 **Patrol Deputy in the Sheriff's Office with an effective date of July 27, 2026. Commissioner Chenette**
75 **seconded the motion.**
76 **Motion carried 4-0**

77
78 iii. To seek status change approval of Drew Babkirk to the position of full time CNA/CRMA
79 from per diem CNA/CRMA in the Integrated Medical and Behavioral Health Division
80 with an effective date of July 1, 2026.

81
82 **MOTION: Commissioner Clark moved to approve the status change of Drew Babkirk to the**
83 **position of full time CNA/CRMA from per diem CNA/CRMA in the Integrated Medical and**
84 **Behavioral Health Division with an effective date of July 1, 2026. Commissioner Chenette seconded**
85 **the motion.**
86 **Motion carried 4-0**

87
88 iv. To seek hiring approval of Sara Al-Shishani in the position of part time Legal Secretary
89 in the District Attorney's Office with an effective date of July 20, 2026.

90
91 **MOTION: Commissioner Clark moved to approve the hiring of Sara Al-Shishani in the position of**
92 **part time Legal Secretary in the District Attorney's Office with an effective date of July 20, 2026.**
93 **Commissioner Chenette seconded the motion.**
94 **Motion carried 4-0**

95
96 v. To seek hiring approval of Cecelia Blake in the position of full time Registered Nurse in
97 the Integrated Medical and Behavioral Health Division with an effective date of August
98 3, 2026.

MOTION: Commissioner Clark moved to approve the hiring of Cecelia Blake in the position of full time Registered Nurse in the Integrated Medical and Behavioral Health Division with an effective date of August 3, 2026. Commissioner Chenette seconded the motion.
Motion carried 4-0

- vi. To transition Steven Danzig from reserve to full time Behavioral Health Director effective July 1, 2026, rather than July 15, 2026.

MOTION: Commissioner Clark moved to approve the transition of Steven Danzig to the position of full time Behavioral Health Director from reserve Behavioral Health Director in the Integrated Medical and Behavioral Health Division with an effective date of July 1, 2026. Commissioner Chenette seconded the motion.
Motion carried 4-0

- a. Department Reports:
 - i. Rachel Stansfield, Chief Advancement Officer

Rachel Stansfield reported that Foundation efforts over the past year have focused on strengthening board development, community engagement, and fundraising capacity. The Foundation expanded its board to seven members, with an additional candidate under consideration, and provided board training on fundraising, donor development, and capital campaigns.

Community outreach efforts included presentations, site tours, donor events, and meetings with local organizations, resulting in increased engagement and new funding opportunities. Partnerships continue to grow with businesses, schools, community organizations, and regional partners.

The food pantry has seen significant growth, serving approximately 1,200 client visits in the most recent month. Extended service hours, new partnerships, and enhanced donor outreach efforts have helped increase support and accessibility.

Rachel reported continued success in securing donations, sponsorships, and grant opportunities. Several state and federal funding requests have been submitted, with some advancing through initial review. The Foundation's fundraising goal is approximately \$750,000 annually to help address operational funding needs.

Discussion also included the Foundation's future growth, including the potential need for additional administrative, financial, and communications support, as well as the development of a formal process for county funding requests. County Manager Zinser noted the FY budget includes a \$100,000 Foundation contribution to support county programs.

- b. FY 2027 Budget Ratification

MOTION: Commissioner Clark moved to ratify the FY 2027 Budget as approved by the Budget Committee. Commissioner Andrews seconded the motion.
Motion carried 5-0

- c. Review and Approve Tax Assessments

MOTION: Commissioner Ring moved to approve the Fiscal Year 2027 Tax Commitment in the amount of \$27,131,630.00. The Tax Commitment assessed to each city and town will be due on or before September 1, 2026. Interest at the rate set by the Maine State Treasurer's Office of 7.0% will begin after October 31, 2026, for any unpaid taxes. Commissioner Chenette seconded the motion. Motion carried 5-0

d. Schedule Poverty Abatement Appeal for August 5, 2026

MOTION: Commissioner Clark moved to schedule the poverty Abatement Appeal for August 5, 2026. Commissioner Andrews seconded the motion. Motion carried 5-0

e. Schedule Jail tour for August 5, 2026

MOTION: Commissioner Clark moved to schedule the Jail tour for August 5, 2026, at 3:30pm. Commissioner Andrews seconded the motion. Motion carried 5-0

6. OLD BUSINESS

None.

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. Executive Session pursuant to 1 M.R.S.A. §405 (6) (A) Personnel matters

Motion: Commissioner Clark moved to enter executive session pursuant to 1 M.R.S.A. § 405 (6) (A) to consider personnel matters. Commissioner Andrews seconded the motion. Motion carried 5-0.

Motion: Commissioner Chenette moved to come out of executive session. Commissioner Andrews seconded the motion. Motion carried 4-0

Commissioner Ring departed the meeting at approximately 6:26pm and was absent for the remainder of the meeting.

Motion: Commissioner Clark moved to direct the County Manager, in coordination with Emergency Management Agency (EMA) staff, to present a proposed reorganization plan and staffing recommendations at the August 5, 2026, Commissioners' Meeting. Commissioner Andrews seconded the motion. Motion carried 4-0

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

196 Heard before Item 7, Executive Session.

197
198 Cynthia Forrest, Town of York, urged the Commission to reconsider its decision regarding the Pride
199 Proclamation presented at the June 17, 2026, Commissioners meeting. She stated that recognizing Pride
200 reflects inclusivity, respect, and freedom for all residents, including members of the LGBTQ+
201 community, and thanked Commissioners Chenette and Clark for their support. Ms. Forrest expressed
202 concern that religious considerations had influenced the discussion, emphasizing both inclusivity and the
203 separation of church and state. She also noted the positive impact of Pride celebrations on the county's
204 reputation and economy and encouraged the Commission to remain thoughtful and inclusive in its
205 decisions.

206
207 **9. ADJOURN**

208
209 **Motion: Commissioner Clark moved to adjourn. Commissioner Andrews seconded the motion.**

210 **Motion carried 4-0**

211
212 Meeting adjourned at 6:31pm.

213
214 Respectfully Submitted,

215
216 Patricia Murray, Executive Assistant to the County Manager

JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of August 19, 2026 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074, San Francisco, CA 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

- A. Company provides one or more software-as-a-service applications designed to facilitate various government processes (collectively, the "Platform").
- B. Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.
- C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefore and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Form(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is

responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and, for the duration of this Agreement, hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for accomplishing such

milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services, other than bespoke deliverables for Customer (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial

computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law including documents that are considered public records under Maine's Freedom of Access Act.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or

is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. During the term of this Agreement, Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, royalty-free, paid-up, revocable, license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform and Professional Services provided to Customer. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works (assuming they are derived from anonymized and aggregated data, to the extent they use Customer Data), or modifications thereto, (b) all Professional Services IP, (c) any anonymized and aggregated data that is based on or derived from the Customer Data (including derivative works of the Customer Data to the extent they are derived from anonymized and aggregated data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP"). Notwithstanding any of the Professional Services provided or performed by Company, Customer shall retain ownership of all Customer Data and any derivative works of the Customer Data (except to the extent such derivative works are derived from anonymized and aggregated data). The Company agrees that it shall not receive any right, title or interest in, or any license or right to use (other than as expressly set forth herein), the Customer Data or any derivative works of the Customer Data, or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise, in the Customer Data.

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data, provided, in the case of disclosure, that such information and data is anonymized and aggregated, but not including Customer Data or derivative works of that Customer Data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that

Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form or SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW. If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company sixty (60) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for any taxes legally required of it associated with Platform.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Sections 4, 5, 6.3 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Company will act promptly and with reasonable efforts consistent with prevailing industry standards to correct any known errors or interruptions in the Platform. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH

RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable (it being agreed by the Parties that Company's use of subprocessors shall not constitute a sublicense) by either Party except with the other Party's prior written consent. Notwithstanding anything to the contrary in this Agreement, a direct or indirect sale, merger, consolidation, recapitalization, reorganization, or other transaction resulting in a change in the ownership or control of Company (including any sale of the equity interests of the Company), or a sale of all or substantially all of the Company's assets, shall not, by itself, constitute an assignment, transfer, or delegation of this Agreement or any rights or obligations hereunder. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the state of Maine without regard to its conflict of laws provisions. Customer agrees to reasonably

cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.

CUSTOMER: York County, ME

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM (HISTORICAL DATA EXTRACTION & PUBLIC PORTAL)

This Order Form is effective as of August 19, 2026 (the “Order Form Effective Date”) and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on August 19, 2026 (the “Agreement”). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: York County, ME	Contact: Greg Zinser
Address: 149 Jordan Springs Rd Alfred, ME 04002	Phone: 207-459-2500
	E-Mail: Gtzinser@Yorkcountymaine.org
License Fees: The software subscription fees for each term (the “License Fee”) to be invoiced in a single lump sum at the beginning of the Term and any subsequent Renewal Terms, and paid in accordance with the Agreement. Software Subscription License Fees are specified in Table 1 below. License Fees during any Renewal Term shall increase by five percent (5%) over the fees in effect during the immediately preceding Term, unless the parties mutually agree in writing to alternative pricing or a longer renewal term. Implementation Fees: \$348,750 for a maximum capacity of 225,000 documents. Implementation Fees cover document extraction. Implementation Fees to be invoiced as specified in Table 1 below and paid in accordance with the Agreement.	Initial Term One: November 1, 2026 through October 31, 2027. Initial Term Two: November 1, 2027 through October 31, 2028. Initial Term Three: November 1, 2028 through October 31, 2029. Initial Term Four: November 1, 2029 through October 31, 2030. Initial Term Five: November 1, 2030 through October 31, 2031. At the end of the final Term specified above, this subscription will automatically renew on an annual basis for one-year terms (each a “Renewal Term”) unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Term or then-current Renewal Term, as applicable.

Table 1 - Annual Cost

	2026	2027	2028	2029	2030	Total Investment
Software Fee	\$19,000	\$19,950	\$20,948	\$21,996	\$23,096	\$104,990
Implementation (Extraction) Fees	\$69,750	\$69,750	\$69,750	\$69,750	\$69,750	\$348,750
Total	\$88,750	\$89,700	\$90,698	\$91,746	\$92,846	\$453,740

- Extraction fees for each year specified above cover 45,000 documents

- Extraction services will only begin once payment has been received in advance for a given set of 45,000 documents
- Should Customer accelerate its preservation and digitization process (in other words, Customer may hire additional staff to preserve and digitize 90,000 documents in a year), Company can perform extraction services on an accelerated timeline at no additional cost, given that payment for the accelerated documents is received in advance. Company will follow the bi-annual batch processing outlined in Section 3 of the Statement of Work.

August 2026 Signature and Pre-Payment Discount

Contingent on receiving a fully signed agreement in the month of August 2026, the following pre-payment discounts are available

- \$15,749 discount on \$104,990 pre-paid software fees covering 2026 through 2030, if payment is received in 2026
- \$8,599 discount on \$85,990 pre-paid software fees covering 2027 through 2030, if payment is received in 2027. In this case, the software fee for 2026 must still be paid in 2026
- \$52,313 discount on \$348,750 implementation (extraction) fees covering 225,000 documents, if payment is received in 2026
- \$27,900 discount on \$348,750 implementation (extraction) fees covering 180,000 documents, if payment is received in 2027. In this case, the implementation (extraction) fees for 2026 must still be paid in 2026

Extra Capacity Purchases

If at any point prior to the completion of the first 225,000 documents, Customer wishes to purchase more capacity for document extraction, they can do so based on the table below.

Purchased Capacity	Cost
25,000	\$45,550
50,000	\$89,280
75,000	\$131,240
100,000	\$171,480
125,000	\$210,060
150,000	\$247,030

JUST APPRAISED INC.

CUSTOMER: York County, ME

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT B

JUST APPRAISED

SAAS SERVICES STATEMENT OF WORK (HISTORICAL DATA EXTRACTION & PUBLIC PORTAL)

This Statement of Work ("Statement of Work" or "SOW") is made as of August 19, 2026 (the "SOW Effective Date"), by and between York County, ME ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated August 19, 2026 as amended from time to time (the "Agreement"). This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

1. GENERAL TERMS AND DEFINITIONS

1.1 Contact Information.

Company (Just Appraised Inc.): 2261 Market Street #4074, San Francisco, CA 94114

Customer York County, ME, 149 Jordan Springs Rd, Alfred ME 04002

1.2 Service Location Information. Company will perform the Professional Services remotely.

2. SCOPE OF SERVICES

2.1 Overview

- Company has completed a Proof of Concept for Customer extracting data fields (as outlined in Section 2.3) from a ~100-document sample provided by Customer and demonstrated the results in Company's hosted web application.
- Customer wishes to proceed with a large scale project to extract an estimated 225,000 documents.
- Customer will remain responsible for preservation and preparation of the document. Customer shall upload batches of documents to Company on a to-be-agreed upon cadence.
- Customer will host document images and extracted data in a public facing web application.

2.2 Scope Limitations

The following are out of scope:

- Extraction of data from document types not listed in Section 2.3
- Extraction of fields not listed in Section 2.3
- Visual extraction of any kind - plat maps, surveyor diagrams, drawn property boundaries, or other graphical content. Keywords from said documents are supported.
- Conditional Fields whose dependency is not delivered in writing before production extraction begins

- Manual transcription or human review beyond the QA sampling in Section 2.4
- Document preparation (humidification, flattening, scanning) — performed by Customer
- Integration to any software systems other than Company's web application

2.3 Document Data Extraction

2.3.1 Document Types

Company will extract key data fields from the following document types:

- Deeds
- Commissioner Records
- Commissioner Books
- Commissioner Dockets
- Legal Agreements
- Proprietor Records
- Proprietor Books
- Jail Records
- Indentures

2.3.2 Extraction Fields

Company will extract the following data fields from every document type:

- People names
- Street Addresses
- City and town names
- Dates
- Legal / property descriptions

2.3.3 Generated Fields

Company will use AI to generate a document-level summary (2–3 sentences) of what the document is describing.

2.3.4 Field Adjustments

The following is in scope only if Customer delivers the stated dependency in writing before production extraction begins:

- If Customer is able to provide a dictionary of historical-to-current town/city mappings, Company will be able to map extracted names and display “AncientTown (NewTown)”.
- Name spelling enhancements: if Customer provides a list of names of towns, cities, counties, landmarks, geographic references, bodies of water, Company can use this list to enhance accuracy of extraction.
- To the extent that word abbreviations are common and consistent, or that Customer can provide mappings, Customer can extract both the abbreviation and display the expanded word.
- Alternate spellings: Company will use best efforts to suggest alternate spellings of words where two reasonable names could be understood from the handwritten content.
- Abbreviation normalization. Dependent on: Customer-provided abbreviation list.

2.4 Relationships Across Documents

Company will support cross-document linking that associates multiple documents together based on one more category. A user of the public facing software platform will be able to click into a grouping and see all documents tied to that grouping. A user of the county-staff-facing software platform will be able to manipulate these groupings.

2.4.1 Broad Groups

Broad Groups will support document content / subject matter (as documented below), session, and year.

For instance users will be able to see Tax Related Documents from the March 1865 session in a grouped list.

- Tax Related
- Licensing
- Bonds
- Executions
- Petitions
- Indentures

2.4.2 Special Handling

The following types will also obtain special handling, where a named entity will be identified and users can see all documents containing that named entity.

- People
- Towns
- Roads
- Buildings

Example 1: Users will be able to see all documents with the name “Alexander Smith”

Example 2: Users will be able to see all documents mentioning a road described as “The road between Staffordshire and Newton”

Neither Company’s extraction techniques nor software will attempt to disambiguate between different People with the same name

2.5 Document Number Generation

- Customer has an existing process to assign document numbers to each document based on year, document category, and other factors
- Customer will assign a temporary unique identifier to each document that undergoes preservation process and becomes digitized and will transmit documents to Company using these temporary unique identifiers
- Once documents are received and processed by Company, Company will follow this pattern to assign numbers to documents on behalf of Customer and will collaborate with Customer to ensure the number schema is logical
- Company will provide temporary ID - generated ID pairs back to Customer
- Numbering Process will be as follows: YC-{Series}-(Sub-Series)-I{Sequential-ID}

- Series: 01 - Deeds, 02 - Commissioner's Files,
- Sub-Series, Deeds: 01 - Recorded, 02 - Unrecorded
- Sub-Series, Commissioner's Files: 01 - Case Files
- A reasonable number of additional Series or Sub-Series can be added in the future

2.6 Software Platform

- Company will host a public web application where users can view document images and extracted data.
- Public users will be able to search across extracted data fields.
- The web application will also include a County staff login where staff members can edit the data Company has extracted.

3. **TIMELINE**

- Customer will conduct preservation work at an approximate rate of 45,000 pages per calendar year
- During the first year, Company will process the first 15,000 documents in an interactive, feedback driven process with Customer. The second batch of 15,000 will be processed in a batch once Customer has preserved and digitized documents, and will again solicit areas for improvement or iteration. The remaining 15,000 documents in Year 1 will be processed as a final batch. Every year thereafter, documents will be processed in batches of approximately 22,500 twice per year. Company will use commercially reasonable efforts to process the documents and deliver the agreed-upon Deliverables within one hundred twenty (120) days after receipt of the applicable batch; provided, however, that such timeline will be reasonably extended for delays caused by incomplete, inconsistent, or unusable Customer data, Customer's failure to timely respond to information requests or attend reasonably requested meetings, or other circumstances outside Company's reasonable control.

Schedule Summary

Year	Description
Year 1	45,000 total pages • First 15,000 in interactive processing • Second 15,000 as a batch with feedback rounds to fine tune • Last 15,000 as a batch
Year 2	45,000 total pages • 2 batches of ~22,500
Year 3	45,000 total pages • 2 batches of ~22,500
Year 4	45,000 total pages • 2 batches of ~22,500
Year 5	45,000 total pages • 2 batches of ~22,500

- If Customer accelerates its preservation process, Company can process documents in early batches by increasing the size of any given batch, provided Customer also accelerates payment.

4. CHANGE MANAGEMENT

Both Company and Customer must be committed to the project scope and timeline to ensure the successful delivery of the effort outlined in this SOW. The Company will make reasonable accommodations to the Customer's needs. Customer change requests are subject to Company review and approval before execution. Approved change requests that are considered outside the scope of this SOW will be delivered based on the availability of Company resources. Depending on the scope of the change request, it may not be completed during the duration of the project baseline timeline indicated in this SOW.

5. FEES AND PAYMENT

As consideration for the Professional Services provided by Company under this SOW, Customer shall pay Company the Professional Services Fees specified in the Order Form. Such fees shall be invoiced and paid in accordance with Section 5 of the Agreement.

6. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue through the end of implementation.

[Signatures Appear on Following Page.]

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this SOW, including the scope and timeframe of the work identified herein.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

JUST APPRAISED INC.

CUSTOMER: York County, ME

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

	2026	2027	2028	2029	2030	Total Committed Capacity
Max Doc Capacity	45,000	45,000	45,000	45,000	45,000	225,000

Scenario 1: Pay over time, at the start of each Term

	2026	2027	2028	2029	2030	Total Investment
Software Fee	\$19,000	\$19,950	\$20,948	\$21,996	\$23,096	\$104,990
Extraction Fees	\$69,750	\$69,750	\$69,750	\$69,750	\$69,750	\$348,750
Total	\$88,750	\$89,700	\$90,698	\$91,746	\$92,846	\$453,740

Scenario 2: All fees paid early in 2026

	2026	2027	2028	2029	2030	Total Investment
Software Fee	\$104,990					\$104,990
Extraction Fees	\$348,750					\$348,750
Software Pre-Payment Discount Signed in August, Paid in 2026	-\$15,749					-\$15,749
Extraction Pre-Payment Discount Signed in August, Paid in 2026	-\$52,313					-\$52,313
Total	\$385,679	\$0	\$0	\$0	\$0	\$385,679

Scenario 3: 2026 Fees Paid in 2026 at start of Term, 2027-2030 fees paid in 2027

	2026	2027	2028	2029	2030	Total Investment
Software Fee	\$19,000	\$85,990				\$104,990
Extraction Fees	\$69,750	\$279,000				\$348,750
Software Pre-Payment Discount Signed in August, Paid in 2027		-\$8,599				-\$8,599
Extraction Pre-Payment Discount Signed in August, Paid in 2027		-\$27,900				-\$27,900
Total	\$88,750	\$328,491	\$0	\$0	\$0	\$417,241

Extra Capacity Purchases

If, at any point prior to the end of the term (end of 2030), York needs to acquire more capacity, they can do so in increments stated below.

Purchased Capacity	Cost
25,000	\$45,550
50,000	\$89,280
75,000	\$131,240
100,000	\$171,480
125,000	\$210,060
150,000	\$247,030

Promotion of Gisette Miles to Corporal



TO: County Manager Greg Zinser

FR: William L. King Jr.
Sheriff

RE: Promotion of Corrections Officer Gisette Miles

DATE: July 13, 2026

As you may be aware, we have conducted a promotional process at the Jail due to a Corrections Corporal vacancy.

After the process was completed, Gisette Miles scored as one of the top three candidates. Miles has been a Corrections Officer for approximately 10 years and has been an OIC (Officer in Charge.) She has also taken several courses in preparation for a leadership position.

It is my recommendation that Officer Miles be promoted to Corporal effective July 19th, 2026.

In my absence, Major Lori Marks will be available to answer any questions the commissioners may have.

Please let me know if you have any questions about this recommendation. Thank you in advance for placing this request on the agenda.