

AGREEMENT

PARTIES

The parties to this agreement are **Waldo County, Maine** (“Waldo”), and **Knox County, Maine** (“Knox”), (collectively referred to as “Parties”).

For the consideration recited herein, the Parties agree as follows:

1.0 Obligations of Waldo

- 1.1 Waldo agrees to receive and direct response to all 911 emergency calls originating from Knox County, Maine through and as part of the Waldo County Regional Communications Center (“WRCC”) responsibilities. Waldo’s responsibility is limited to 911 emergency calls, and will not handle regular or routine dispatch calls for Knox.
- 1.2 Waldo agrees to provide all necessary technology, hardware, software, infrastructure, and other necessary equipment to enable it to meet its obligations as set forth in this Agreement.
- 1.3 Waldo agrees to maintain necessary and adequate staffing in order to meet its obligations as set forth in this Agreement. This includes hiring up to three (3) additional full time employees in the WRCC in addition to its current staffing levels, and to maintain that level of staffing during the term of this Agreement.
- 1.4 Waldo agrees to invoice Knox monthly for costs as described in §2.1 and 2.2 of this Agreement. The invoice must be reasonably itemized.

2.0 Obligations of Knox

- 2.1 Knox agrees to reimburse Waldo for the actual cost of the additional full time employees hired in accordance with §1.3, such reimbursement to include but not be limited to wages, payroll taxes, cost of benefits such as health insurance, life insurance and retirement contributions, holiday and vacation pay, paid sick time and any overtime incurred in order for Waldo to fulfill its obligations under this Agreement. It is the intention

of the Parties that Knox bear the full cost of employment of the three (3) full time employees hired by Waldo pursuant to §1.3.

- 2.2 It is understood that Waldo may negotiate with its employees (and any applicable collective bargaining agent for those employees) a stipend for the WRCC employees, when assigned to handle 911 emergency calls. Knox agrees to reimburse Waldo for this stipend in an amount not to exceed the equivalent of five dollars (\$5.00) per hour for such employees.
- 2.3 Knox agrees to make an initial payment to Waldo in the amount of One Hundred Forty Two Thousand dollars (\$142,000.00) in consideration of Waldo's obligations as set forth in §1.2.
- 2.4 Knox agrees to make a further initial payment of Twelve Thousand Three Hundred Fifty dollars (\$12,350.00) towards the amounts to be invoiced in accordance with §1.4 and paid in accordance with §§2.1 and 2.2 of this Agreement. The initial payment set forth in this §2.4 shall be credited towards the first invoices received in accordance with §1.4, until the credit is exhausted.
- 2.5 Knox agrees to make payment of the invoices referenced in §1.4 within 21 days of receipt thereof, or in accordance with its next payment warrant following receipt of the invoices, whichever is sooner.

3.0 MUTUAL OBLIGATIONS AND AGREEMENTS

3.1 Employment Status

The Parties agree that the individuals hired and retained in accordance with §1.3 shall be employees of Waldo exclusively, and not of Knox. Waldo shall have the sole right and responsibility for all matters related to the employment of said individuals.

3.2 Non-interference

The Parties agree that neither shall attempt to recruit, encourage, coerce, or otherwise entice employees of the other to leave employment with one party and enter employment of the other, or to otherwise interfere with existing employment relationships. Nothing in this provision is

intended to prevent or discourage individual choices of employees of the Parties.

3.3 Term and Termination

The term of this Agreement shall be August 21, 2023 through 11:59 pm February 29, 2024. The Parties agree that due to the essential nature of the services being provided pursuant to this Agreement, the Agreement may not be terminated by either Party prior to its expiration except upon mutual agreement, in writing.

3.4 Choice of Law

This Agreement shall be governed by the laws of the State of Maine.

3.5 Entire Agreement

This Agreement is fully integrated, and no prior or other promises, representations or agreements are of any force or effect whatsoever. Any amendments or modifications to this Agreement must be made in a writing signed by an authorized representative of each Party.

3.6 Risk Management

The Parties acknowledge that each is currently a Named Member of the Maine County Commissioners Self-Funded Risk Management Pool, and in that capacity is entitled to and has certain liability coverages. Each Party agrees to maintain such coverages during the term of this agreement, and each acknowledges that such coverages are adequate and sufficient. Each Party agrees to utilize such liability coverage to the extent that it is available according to its terms in response to any claim, suit or demand made by a third party arising directly or indirectly out of this Agreement. Each party agrees not to seek to be defended, indemnified or held harmless by the other except to the extent that a Party is not afforded the coverage referred to herein or any other coverage, in which case a Party with no coverage is entitled to be indemnified for all losses, including but not limited to the cost of defense, associated with a claim, suit or demand arising out of the negligence, recklessness or other legal wrongdoing of the other Party.

Knox County, by Edward Glaser,
its Chairman of Board of County Commissioners

Dated:

Waldo County, by William Shorey,
Its Chairwoman of Board of County Commissioners

Dated: