

INTERLOCAL AGREEMENT
READFIELD, MAINE AND WAYNE, MAINE
CODE ENFORCEMENT OFFICER / LOCAL PLUMBING INSPECTOR

WHEREAS, the Towns of Readfield and Wayne share a need for the services of a Code Enforcement Officer / Local Plumbing Inspector (hereinafter “CEO”);

WHEREAS, the Towns of Readfield (“Readfield”) and Wayne (“Wayne”) intend to jointly select and utilize the services of a CEO subject to the sharing of cost and hours of work stipulated within this Agreement; and

WHEREAS, pursuant to 30-A M.R.S.A. § 2201, etc. seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage through entering into an interlocal agreement;

NOW THEREFORE, Readfield and Wayne agree to the following Interlocal Agreement (“Agreement”) as follows:

1. **Appointment of CEO.** Readfield and Wayne shall, through their respective Town Managers, each appoint the CEO as Code Enforcement Officer for a period of one (1) year, unless the CEO is re-appointed for subsequent one (1) year term(s) by official action of the respective towns. Notwithstanding the termination provisions of Section 10 of this Agreement, the lack of official appointment by either party, or the failure of either town to reappoint the CEO for another term, shall constitute a termination of this Agreement upon the completion of the CEO’s term of appointment. For the purposes of this Agreement, the appointment of an Alternate or Deputy CEO shall follow the same process and conditions as for the primary CEO, exclusive of any Exhibits. The Town Managers shall mutually agree to any compensation or benefits associated with such appointments.

2. **Scope of Services.** The CEO shall perform all duties and responsibilities imposed by law on the CEO. Duties of the CEO for each Town are more clearly defined in the respective job descriptions, attached as Exhibits B and C. Each town shall hold sole and independent responsibility for the drafting and amendment of their respective job descriptions.

3. **Schedule and Place of Work.** The CEO will maintain a schedule and physical presence of a minimum of 16 hours per week in each town. The days and hours of said work, including attendance at Planning Board, Board of Appeals or Select Board meetings, shall be coordinated between the Town Managers of the respective towns. Any accrual and payment of overtime shall be applied to hours worked in each town in excess of those in the established schedule. Overtime must be pre-approved by the Town Manager of the affected town before such work is performed.

4. **Employer.** The CEO shall be and remain the employee of Readfield during the entire term of this Agreement for all purposes, including without limitation, pay, benefits, compensation, discipline and workers' compensation coverage.

5. **Agent.** While performing duties for one of the towns, the CEO shall be an agent of that town for the purposes of statutory authorization pertaining to the duties and responsibilities of the CEO and for any other clerical or administrative functions and duties assigned by that town. Duties performed for Readfield shall be entirely independent from duties performed for Wayne. While performing duties during scheduled hours for one town, the CEO shall not perform duties for the other, remotely or physically.

6. **Other responsibilities.** Each town shall be solely responsible for providing office space, furniture, equipment and supplies for the CEO to use while performing duties on behalf of that town. Each town shall be solely responsible for the cost and provision of legal counsel related to the duties and responsibilities assigned to the CEO by that town.

7. **Supervision and discipline.** The Town Managers of Readfield and Wayne shall agree upon a schedule and process for supervision, evaluation and reviews of the CEO. Each Town

Manager shall be responsible for oversight of the CEO while the CEO is performing duties on behalf of that town. Each Town Manager shall be responsible for applying their Personnel Policy to any performance issue arising out of the CEO's work. However, any adverse employment action taken in relation to duties performed shall be made based upon consultation between the Town Managers, but any final serious discipline (including suspension and termination) shall be administered and determined by Readfield. The Town Managers of Readfield and Wayne shall perform a joint performance review of the CEO no less than annually, but at least thirty (30) days prior to the expiration of any appointment term.

8. **Cost.** Readfield will invoice Wayne, on an approximately monthly basis, the portion of the total annual compensation and benefits paid by Readfield to the CEO as detailed in Exhibit A. Sick, Vacation, and Holiday pay shall be apportioned based on the budgeted hours for each town regardless of when these benefits are used, subject to periodic review to ensure equitable distribution. Compensation shall include a portion of wages and certain wage-dependent benefits in relation to the number of hours worked for Wayne, as well as the noted share of other employee benefits and other direct and indirect personnel costs attributable to the CEO paid by Readfield. Wayne shall also reimburse Readfield, within 30 days of receipt of an invoice, for the costs of any investigation or legal work needed to review any personnel matter arising out of work performed by the CEO on behalf of Wayne. The costs set forth in Exhibit A may be modified from time to time by mutual agreement of the parties' Town Managers.

8. **Indemnification.** Should a claim be brought against Readfield arising out of, or within the scope of, the services performed by the CEO on behalf of Wayne, Wayne shall defend, indemnify and hold harmless Readfield and its officials, agents and employees in their public and individual capacities from and against all such claims, damages, losses and expenses, including attorney fees. Should a claim be brought against Wayne arising out of, or within the scope of, the services performed by the CEO on behalf of Readfield, Readfield shall defend, indemnify and hold harmless Wayne and its officials, agents and employees in their public and individual capacities from and against all such claims, damages, losses and expenses, including attorney fees. This section shall not be interpreted to waive the monetary limits and substantive areas of immunity under the Maine Tort Claims Act.

9. **Term**. This Agreement is effective July 1, 2026, and shall remain in effect indefinitely unless terminated in accordance with Section 10 of this Agreement, or the failure to appoint or reappoint the CEO as set forth in Section 1.

10. **Termination of Agreement**. Either party may terminate this Agreement for any reason by giving ninety (90) days advance notice in writing to the other Town Manager.

11. **Default**. In the event a party defaults under this Agreement, the other party shall have those remedies available to it at law and in equity; provided it shall first give the defaulting party written notice and a reasonable time to cure.

12. **Amendments to Agreement**. The Parties agree that any amendment to this Agreement shall be upon mutual written and affirmative action of the Select Boards of both municipalities. However, the Town Managers of Readfield and Wayne may amend Exhibit A to this Agreement, or each Town's respective exhibits B and C, from time to time without need for approval by the Towns' Select Boards or town meeting.

13. **Entire Agreement**. Subject to the ability to modify the exhibits as set forth in Paragraph 12, this Agreement constitutes the entire Agreement between the parties, and replaces any prior agreement between the parties for CEO services. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the remaining section of the Agreement. To the extent necessary, the parties shall meet to negotiate a replacement clause, section, provision or agreement.

14. **Choice of Law**. The parties agree that the terms of this Agreement shall be governed and enforced under the laws and in the courts of the State of Maine.

In Witness Whereof, the duly authorized Select Boards of the Town of Readfield, and of the Town of Wayne do hereby set their hands and seals as approved on this _____ day of _____, 2026.

Town of Readfield, Maine, by:

Town of Wayne, Maine, by:

2026 DRAFT

EXHIBIT A

This exhibit details the compensation and apportionment of compensation for the CEO position, and may change with a change in appointment to the positions. Unless otherwise specified apportionment and billing shall be monthly for the prior period.

Wages: \$30/hr as of July 1, 2026
\$32/hr 1-year after full CEO/LPI Certification and a satisfactory performance evaluation.
Subsequent increases consistent with Town of Readfield wage adjustments thereafter

Wages apportioned to each Town based on hours worked and paid during the period (typically two pay cycles).

Benefits: The cost of all benefits will be apportioned equally between the Towns based on the monthly accrual, unless otherwise noted.

- Individual health insurance coverages provided at the prevailing rate:

Health (Acadia): \$1,405.91/ mo. (currently)

Dental: \$46.44/ mo. (currently)

Vision: \$4.31/ mo. (currently)

HRA: up to \$1,700 in eligible reimbursements per year (currently)

\$4/mo HRA Plan Participation Fee

OR

A “buyout” option equal in value to 50% of the total value of the above listed items, exclusive of the HRA benefits.

- Retirement:

Employer contribution of 6% of gross wages and an employer match of up to 3% of gross wages, for a total maximum employer contribution of 9%, apportioned to each town based on hours worked.

- Medicare/FICA:
 Prevailing rate, currently 7.61% of gross wages, apportioned to each town based on hours worked.
- Holidays, Sick, and Vacation Time:
 Holidays: 13 holidays per year
 Sick Time: up to 12 sick days per year
 Vacation Time: 12 vacation days per year
- Cell Phone:
 Each Town shall independently provide a cell phone or soft phone at the prevailing rate (about \$45/mo currently)
- Car/Mileage:
 The prevailing IRS rate will be paid. Each Town will pay mileage independently based on actual miles traveled from the Town Office in each town to field sites in each Town.

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