

SPECIAL FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA

LOCATION: Franklin County EOC, 120 County Way, Farmington

DATE AND TIME: March 6, 2026 @ 9:30 A.M.

The Franklin County Commissioners' meetings are open to the public. This meeting is also available virtually via [Video Conferencing, Cloud Phone, Webinars, Chat, Virtual Events | Zoom](#). Here is the meeting ID# 492 510 0482 passcode 030621.

RECOGNITION:

APPOINTMENTS:

NEW BUSINESS:

- 1. HR Consulting – Employee Compensation for Participation**
- 2. HR Consulting – Cost Allocation**

OLD BUSINESS:

MISCELLANEOUS:

ADJOURNMENT:

Meeting Packets are available to view by clicking on the link below:

[Agendas & Minutes - Franklin County, Maine \(franklincountymaine.gov\)](https://www.franklincountymaine.gov/agendas-minutes)

Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made between the County of Franklin, a body corporate and politic existing under the laws of the state of Maine, and Steven Francek, HR Consultant (“Consultant”).

1. Purpose

This Agreement establishes the terms under which the Consultant will conduct a Workplace Culture Assessment (“Assessment”) for Franklin County, Maine. The purpose of the Assessment is to gather and analyze employee feedback related to workplace culture, engagement, and communication, and to develop an actionable plan for improvement.

2. Scope of Work

Phase 1 – Project Setup & Scheduling

- Duration – three (3) weeks from Agreement execution.
- Conduct a project kickoff meeting with County leadership and designated contacts. Discuss and agree upon confidentiality and escalation protocol.
- Finalize interview questions, confidentiality protocols, and project milestones.
- Consultant will coordinate the scheduling of all interviews, including outreach, communications, confirmation, rescheduling, and maintenance of the scheduling log.
- County provides the County Organizational Chart and contact information to include names, work phone numbers, and work email addresses for all staff and elected officials who will participate. Personal cell
- phone numbers may be provided at the employee’s discretion.

Phase 2 – Employee Engagement Interviews

- Duration – 3-9 weeks, depending on scheduling and holiday availability.
- Conduct confidential one-on-one interviews with an estimated 84 County employees, including union employees, non-union employees, department heads, and elected officials.
- Each interview generally requires approximately two hours of consultant time in total, including the interview session and subsequent analysis.
- Conduct interviews on-site, off-site, or virtually, depending on participant preference and operational needs.
- Maintain strict confidentiality and anonymity in all notes, recordings, and transcripts.

Phase 3 – Data Analysis & Findings Report

- Duration – Two (2) weeks.
- Code and analyze interview data using a structured qualitative method.
- Identify major themes, strengths, challenges, and systemic patterns.
- Develop an aggregated, non-identifiable Findings Report summarizing results across

all groups.

Phase 4 – Action Plan Development

- Duration – Two (2) weeks. Total duration: approximately 10-16 weeks depending on scheduling complexity, employee availability and holidays.
- Develop a tailored Action Plan with short-term and long-term recommendations.
- Include timelines, accountability pathways, and measurable indicators of cultural progress.
- Provide suggestions for follow-up mechanisms (pulse surveys, dashboards, reflection meetings, etc.).
- Meet with County Commissioners to review Action Plan.

Optional Phase 5 – Follow-Up Session

- Conduct a follow-up review session with County contact(s) to evaluate progress and refine recommendations, if requested.

3. Deliverables

- Full interview scheduling coordination, communications, and documentation.
- Confidential interview summaries (aggregated, non-identifiable).
- Written Culture Assessment Findings Report.
- Tailored Action Plan with recommended strategies.
- Optional Follow-Up Report (if selected by the County).

4. Fees and Payment Terms

Fee Structure:

- Phase 1 – Initial Consultation & Setup: \$750
- Phase 2 – 84 Employee Interviews @ \$200 each: \$16,800 (based on 84 interviews)
- Phase 3 – Data Analysis & Reporting: \$4,500
- Phase 4 – Action Plan Development: \$3,500

Optional Phase 5 – Follow-Up & Review: \$1,250

Add-On Service (New Scope Request): Scheduling All Interviews (Flat Fee): \$4,800

Total Project Cost with Scheduling Add-On: \$30,350

5. Payment Schedule

25% Deposit (\$7,587.50) due upon signing.

25% (\$7,587.50) due upon completion of interviews.

Remaining balance \$15,175 – based on an estimated 84 interviews – due upon delivery of

the final report and review meeting with Commissioners.
Optional follow-up fee billed at the time of scheduling.

6. Services and Performance

- A. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing services and will have due regard for industry standards (SHRM) and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. Subject to the dispute resolution proceeds specified in paragraph 16 below, all services will be performed by Consultant to the satisfaction of the County Commissioners who will consider and decide any questions, difficulties, or disputes of any nature that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount, and value thereof. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to the mutual agreement of the parties.
- C. Consultant shall be an independent contractor and shall not be considered an employee of the County while performing services pursuant to this Agreement. The County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, the County shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.
- D. Licenses and Permits. Consultant represents and warrants to the County that he has all professional licenses, permits, qualifications, and approvals of whatever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to the County that he shall at his own cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession.
- E. Insurance Requirements.
 - 1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i. Automobile liability;
 - ii. Professional liability insurance appropriate to Consultant's profession (errors and omissions);
 - 2. Minimum Limits of Insured. Consultant shall maintain limits no less than:

- i. Automobile liability: \$300,000 per accident for bodily injury and property damage;
- ii. Professional liability (errors and omissions): \$1,000,000 combined single limit per occurrence, and annual aggregate.

F. Verification of Coverage. Consultant shall furnish the County with original endorsements for all required insurance.

7. Indemnification

Consultant shall defend and hold the County harmless, its officers, officials, department heads, employees, agents, volunteers, and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney fees, consultant fees, expert fees, losses or liability, in law or in equity, of whatever kind or nature whatsoever arising out of or in connection with Consultant's services to be performed under this Agreement that are related to or arise from the Consultant's negligence.

Approval of insurance coverage does not, in any way, relieve the Consultant of any liability.

8. Consultant, Not Agent

Except as the County may authorize in writing, Consultant shall have no authority, express or implied, to act on behalf of the County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the County except as provided herein.

9. Final Report

Except as provided herein, all information developed pursuant to this Agreement, and all worksheets, reports, and other work products of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of the County. Consultant does not assume any liability which may arise from the use of its work products created under this Agreement for other than their specific intended purposes.

10. Assignment and Subcontracting Prohibited

No party of this Agreement may assign any right or obligation pursuant to this Agreement. Consultant shall not subcontract any services to be performed under this Agreement without prior written consent of the County.

11. Confidentiality

All interview data obtained by Consultant pursuant to this Agreement shall be strictly confidential. Names or other identifying details of an employee will not appear in any report

provided to the County. Data will be reported only in an aggregated or thematic form. Consultant shall communicate with the County's IT department and represents and warrants that he will comply with the County's data protection standards and Consultant shall follow the SSHRM Code of Ethical and Professional Standards in Human Resource Management for all work under this Agreement.

- A. A separate Confidentiality & Escalation Protocol governs handling of sensitive disclosures. Consultant shall provide the County the Confidentiality & Escalation Protocol for prior review and approval prior to implementation. Protecting sensitive employee and organization information is a core ethical obligation of Consultant.

12. Data Security and Retention

Consultant recordings, notes, and work product obtained through employee interviews will be stored on encrypted drives and shall be deleted within 30 days of Consultant's verification that an accurate transcription has been completed. De-identified transcripts and analysis will be retained for ninety (90) days after the action plan is presented and accepted by the County Commissioners. At the end of this 90-day period, Consultant shall permanently delete all interview data, whether identified or de-identified, and shall not retain any information for any purpose other than allowed under this Agreement.

13. Travel and Expenses

Travel and expenses are not permitted under this Agreement within Franklin County. Travel and expenses outside Franklin County must be preapproved in writing by the County Administrator.

14. Changes in Scope

Any changes to the services provided by Consultant shall be reviewed and approved in writing by the County Commissioners.

15. Termination

Either party may terminate with written notice provided at least five (5) business days prior to termination. The County agrees to compensate Consultant for work completed prior to the date of written notice. The initial deposit is not refundable. Upon termination, the County shall receive all completed work products prior to the date of written notice. Final payment for work completed will be due within fifteen (15) days of termination notice.

16. Dispute Resolution

Any disputes arising under this Agreement will be addressed through good-faith negotiation before either party pursues formal legal action. Neither party is responsible for delays or inability to perform obligations under this Agreement due to events outside their reasonable control. If such an event occurs, the affected party will notify the other party in writing describing the event and proposing adjusted performance timelines as needed and appropriate.

17. Non-Discrimination and Employment Practices

Consultant agrees to observe the County's Personnel Policy Handbook and to comply with all state and federal laws related to discriminatory employment practices on the basis of race, religion, religious creed, color, sex, national origin or ancestry.

18. Notices

All notices pursuant to this Agreement shall be in writing and mailed by certified mail addressed as follows:

County:

Amy Bernard, County Administrator
120 County Way, Suite 4
Farmington, ME 04938

Consultant:

Steve Francek

19. Integration Clause

This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, discussions, agreements, or understandings, whether written or oral. No representations, warranties, or promises have been made or relied upon other than those expressly set forth in the Agreement.

20. Severability Clause

Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceability.

21. Law Governing

This Agreement in all respects shall be governed by the law of the state of Maine.


Litigation arising out of or connected with this Agreement shall be instituted in the County of Franklin. Parties consent to jurisdiction over their person and over the subject matter of any such litigation in the courts of Franklin County.

22. Counterparts

Parties may execute this Agreement in one or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original of this Agreement as against the party who has signed it.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

For Franklin County, Maine:



Name: Bob Carlton, Chair

Dated: 2/24/2026

For Consultant:



Name: Steve Francek

Dated: 2/24/2026