

**CUMBERLAND COUNTY CONTRACT FOR
GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

July 1, 2023 to June 30, 2026

**CONTRACT FOR GENERAL ASSISTANCE ADMINISTRATION SERVICES BY AND
BETWEEN THE CUMBERLAND COUNTY COMMISSIONERS AND THE
TOWN OF CAPE ELIZABETH**

This Contract, effective July 1, 2023 is made by and between the TOWN of Cape Elizabeth, a municipality of the State of Maine wholly located within the boundaries of Cumberland COUNTY, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide General Assistance Administration services within the town limits of Cape Elizabeth, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN expects the maintenance of a high level of general assistance administration services in conjunction and harmony with its fiscal policies of sound, financial management;

WHEREAS, the TOWN also expects that the general assistance administration services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

WHEREAS, the COUNTY has agreed to provide the TOWN a high level of professional general assistance administration services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;

WHEREAS, the TOWN is desirous of obtaining its general assistance administration services through a contractual relationship with the COUNTY; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

Social Service Coordinator shall mean an individual who is employed by the COUNTY to perform the administration of general assistance duties outlined in Article 2 of this contract

and designated by the municipal officials of said TOWN as their GA Administrator per State law and/or Charter.

Suitable Office Space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

TOWN Office shall mean the central office location of the TOWN.

Electronic Database shall mean a system developed to track General Assistance clients and benefits.

ARTICLE 2 – LEVELS OF SERVICE

General Assistance Administration Services

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.
2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - A. The COUNTY will be designated to administer the TOWN's General Assistance Program.
 - B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.
 - C. The Social Service Coordinator will file all appropriate reports with the state and TOWN officials who have ultimate authority over responsibility for the administration of the program.
 - D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the TOWN and COUNTY.
 - E. TOWNS may opt in-office or remote casework from Social Service Coordinator. The TOWN shall inform the COUNTY of the number of set hours per week the TOWN would like designated office hours.
 - F. Initially, the TOWN and the COUNTY will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

- G. First response for emergency after hour and weekend assistance will be provided as follows: clients will be notified to call the emergency on-call number _____. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appoint with the town Social Service Coordinator. The TOWN will be billed for the provision of the afterhours assistance in the amount of \$65.00 per hour prorated by fifteen-minute increments.
- H. If the TOWN or COUNTY needs to increase or decrease the contracted hours, the contract may be renegotiated.

ARTICLE 3 – OTHER RESPONSIBILITIES

Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

Office Space

1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.
2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
3. Future space planning shall be coordinated with the COUNTY and the TOWN.
4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways,

pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

TOWN's Ordinances

The TOWN shall provide to the COUNTY access to the Town of Cape Elizabeth Code of Ordinances as adopted, with revisions, as enacted.

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2023 to June 30, 2026 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services shall be based on the following three-year schedule:
 - A. The TOWN's contract will be based on a minimum of six hours per week. An annual fee of \$20,280.00. If services exceed the six hours per week, or services are required on weekends/after hours, those additional hours will be assessed at \$65.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need. Billing will be sent out on a monthly basis, at a rate of \$65.00 per hour.
 - B. The TOWN will be responsible for mileage reimbursement for home visits if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.
 - C. Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December

1st of each year. If TOWN wishes to explore alternative General Assistance Administrative services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.

- D. Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- E. The TOWN shall make an annual payment for minimum services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN.
- F. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- G. The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.

The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 9 – AUDIT OF RECORDS

The Town Manager or his/her/they designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 10 - STANDARD OF PERFORMANCE

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of Administrator performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

ARTICLE 11 – INDEMNITY

Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2026. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the County or the Town Manager.

In the event the Town Council establishes its own General Assistance Administrator; the COUNTY and the TOWN agree there will be no lapse in services. In the event of termination, the individual designated as General Assistance Administrator shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 13 – TRANSITION

In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing General Assistance Administrative services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she/they has full power and authority to make and execute this Contract pursuant to the power so vested in him/her/them under the Constitution and Laws of the State of Maine.

The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.

The Town Manager, as duly authorized by the Town Council, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF CAPE ELIZABETH, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF CAPE ELIZABETH

BY: Mam E. S. J.

TOWN MANAGER

DATE: 8.15.2023