

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

July 1, 2024 to June 30, 2026

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

This Contract, effective July 1, 2024 is made by and between the Town of Gray, 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 Gray, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN is requesting temporary back-up support of General Assistance Administration during those times specified by the Town, where trained employees of the Town may be out of the office for a length of time and unable to process client applications based on the time perimeters dictated by State Statute;

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 temporary 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 during those times that trained Town staff are unable to process client applications;

WHEREAS, the TOWN shall give the COUNTY advanced notice of at least ten business days as to when TOWN seeks COUNTY coverage so that COUNTY can review upcoming existing commitments and workload; 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 – 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, temporary 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 on an as-needed basis dictated by the TOWN.
 - B. The Social Service Coordinator will be supervised 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. TOWN agrees that the temporary service being delivered by COUNTY will be remote and that in-office hours will not be available under this contract.
 - D. 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 **207-632-2240**. This will provide an afterhours voicemail instructing callers how to proceed. 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 appointment with the TOWN Social Service Coordinator. The TOWN will be billed for afterhours assistance in the amount of \$67.60 per hour prorated by fifteen-minute increments.

ARTICLE 2 – TOWN RESPONSIBILITIES

TOWN's Ordinances

The TOWN shall provide to the COUNTY access to the Town of Gray's Code of Ordinances as adopted, with revisions, as enacted.

ARTICLE 3 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2024 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.

ARTICLE 4 – 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 Select Board and/or Town Meeting. The total amount due for all services shall be based on the following schedule:
 - A. The TOWN's contract will be based on a per hour fee, based on temporary back-up oversight of the TOWN's General Assistance program. A per hour fee of \$67.60 will be assessed for work associated with TOWN clients. Billing will be sent out on a monthly basis.
 - B. 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. The typical annual increase will be 3-4%. If TOWN wishes to explore alternative General Assistance Back-up 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.
 - C. The TOWN shall make payment for temporary services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN. Additional services would include interpreter services provided by a third-party vendor hired by the COUNTY on an as-needed basis.
 - D. 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 as well as all other benefits of employment.
 - E. 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 5 – 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 6 - 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 7 – 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 8 – TERMINATION

This Contract shall expire on June 30, 2026.

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 via email, assuring receipt by either party.

ARTICLE 9 – 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 have 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 10 – 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 GRAY, 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 GRAY

BY:  _____

Town Manager

DATE: **11/20/24** _____