

COUNTY OF CUMBERLAND, MAINE
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby entered into by **Cumberland County, Maine (County)**, and **Cumberland County Friends of Restorative Justice (CCFRJ)**, a Nonprofit Corporation incorporated in and by the State of Maine, with a mailing address of 20 Belmont Street Portland, ME 04101(the "Contractor").

WHEREAS, the Cumberland County District Attorney Office is in need of restorative justice practitioners to work alongside its District Attorney (the "DA") and staff in connection with the County's prosecution of criminal and juvenile offenses committed within the County; and

WHEREAS, CCFRJ is specially trained in restorative justice techniques and practices and desires to provide such services to the DA and staff in connection with their work.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **Services.** CCFRJ is being retained to provide the following Restorative Justice Service:
 - The remote facilitation of Restorative Dialogues using Zoom between offenders and community surrogates and, on occasion, between offenders and victims..
 - The Service may be performed on a part-time basis. The County retains the right to monitor, inspect, or stop the work of CCFRJ to assure its conformity with this Agreement.
2. **Term.** CCFRJ shall perform the Services as outlined in Paragraph 1 of this Agreement beginning on **January 1, 2025** and continuing through **June 30, 2025**, unless earlier terminated in accordance with the provisions of Section 9, below (hereinafter the "Term").
3. **Payment.** County shall pay CCFRJ **\$150.00** for each **Zoom Restorative Dialogue** for the term of the Agreement. Invoices shall be submitted monthly as soon as possible following the previously completed month of service. The Fee shall be the sole and exclusive form of compensation provided to CCFRJ in exchange for the performance of the Services. Payment of the Fee shall be made upon submission of **an invoice listing each completed Restorative Dialogue by defendant name and criminal number**, in a form acceptable to the County. CCFRJ shall be solely responsible for payment of all federal, state and local taxes and contributions to Social Security and Medicare with respect to Contractor and his/her employees. The CCFRJ shall assume all expenses incurred in connection with the performance of the Services and the County shall not be responsible for payment of any

expenses incurred in connection with the Services, other than the fee which is specified in this Paragraph, including but not limited to any benefits offered to the County's employees.

4. Control. CCFRJ shall have sole discretion to determine the method, details, and means of performing the Services outlined in Paragraph 1. CCFRJ shall employ such individuals as CCFRJ deems necessary and provide all materials, equipment and supplies CCFRJ deems necessary to perform the Services.

5. Employment Relationship. CCFRJ is an independent contractor. Nothing in this Agreement shall be deemed or interpreted to make CCFRJ an officer, agent, employee, or representative of the County. CCFRJ shall have no authority, express or implied, to bind or commit the County to any agreements or other obligations unless specifically authorized in writing CCFRJ understands and agrees that he and all of his employees are not employees of the County and are not entitled to benefits of any kind or nature to which employees of the County are normally entitled, including, but not limited to, unemployment compensation, workers compensation, group health insurance, disability coverage, retirement contributions, and paid time off.

6. Release of Liability. CCFRJ shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, unauthorized practice of law or other form of legal or professional malpractice, or any other loss, damage or expense sustained by the CCFRJ, any person, firm or corporation employed by the CCFRJ, or any other person involved in the receipt or provision of Services provided by the CCFRJ under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents.

7. Assignment. This Agreement may not be assigned without the prior written consent of the County.

8. Termination. The County and CCFRJ may terminate this Agreement at any time by serving written notice on the other party through mail, in person or by electronic delivery. Notice shall be deemed given when received or three days after the date of mailing by USPS, whichever is sooner. If at any time the CCFRJ fails to comply with the provisions of this Agreement, the County shall have the right to terminate this Agreement immediately with written notice and shall not be responsible to pay any remaining amounts due under this Agreement. In the event the County gives notice of termination without cause prior to the end of the Term, the County shall compensate CCFRJ the prorated portion of the Fee due as of the last payroll date of the month in which notice of termination is given by the County. In the event CCFRJ gives notice of termination to the County prior to the end of the Term, the County shall compensate CCFRJ the prorated portion of the Fee due as of the last payroll date of the month in which notice is given, provided that CCFRJ continues to provide Services through such payroll date. In the event CCFRJ gives notice of termination to the County prior to the end of the Term, and ceases to provide Services prior to the last payroll date of the month in which notice is given,

the County shall not be responsible to pay any remaining amounts due under this Agreement for Services not rendered.

9. Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

10. Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

The parties have executed this Agreement effective _____ of January, 2025.

CONTRACTOR:

COUNTY:

Frederick W. Van Liew
Executive Director
Cumberland County Friends of Restorative Justice