

COUNTY OF CUMBERLAND, MAINE

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby entered into by Cumberland County, Maine, and Frederick W. Van Liew, an individual with a mailing address of 2643 Beaver Avenue, Des Moines, Iowa, 50310 (the “Contractor”) and dba “Restorative Practice Associates.”

WHEREAS, the Cumberland County District Attorney Office is in need of a restorative justice practitioner 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, Contractor 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. Contractor is being retained to provide restorative justice services including, but not limited to:
 - Facilitation of in-person Restorative Dialogues between offenders and victims and between offenders and community surrogates.
 - Recruitment and training of facilitators.
 - Recruitment and training of community surrogates..
 - Public speaking at the direction of the District Attorney.
 - Community Circles at the direction of the District Attorney.
 - On-going trainings for attorneys and staff of the District Attorney
 - Any other duties relevant to the restorative justice efforts of the District Attorney and as agreed to by the District Attorney and the Contractor.
 - The Services may be performed on a part-time basis and the Contractor may engage in other business activities provided, however, that the goals and objectives of the Services are being met to the satisfaction of the County. The County retains the right to monitor, inspect, or stop the work of the Contractor to assure its conformity with this Agreement.

2. Term. Contractor shall perform the Services as outlined in Paragraph 1 of this Agreement beginning on January 1, 2026, and renewed on a month-to-month basis until notice of termination is given unless earlier terminated in accordance with the provisions of Sections 8 and 9, below (hereinafter the “Term”).

3. Payment. County shall pay Contractor an amount not to exceed \$1650.00 each month in exchange for the services details in item 1. above. The Fee shall be the sole and exclusive form of compensation provided to the Contractor in exchange for the performance of

the Services. An invoice detailing the hours associated with each of the above Services shall be provided at the close of each month. Payment of the Fee shall be made upon submission of a complete Form W-9 and an invoice in a form acceptable to the County. Contractor 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 Contractor shall assume all expenses incurred by him 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. Contractor shall have sole discretion to determine the method, details, and means of performing the Services outlined in Paragraph 1. Contractor shall, at Contractor's sole expense, employ such individuals as Contractor deems necessary and provide all materials, equipment and supplies Contractor deems necessary to perform the Services.

5. Employment Relationship. Contractor is an independent contractor. Nothing in this Agreement shall be deemed or interpreted to make Contractor an officer, agent, employee, or representative of the County. Contractor shall have no authority, express or implied, to bind or commit the County to any agreements or other obligations unless specifically authorized in writing. Contractor 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. Contractor 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 Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of Services provided by the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor gives notice of termination to the County prior to the end of the Term, the County shall compensate Contractor the prorated portion of the Fee due as of the last payroll date of the month in which notice is given, provided that Contractor continues to provide Services through such payroll date. In the event Contractor 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. Following notice of termination, specific cases which have already been referred to the Contractor for which the parties agree the work is ongoing at the time a notice of termination is given shall be completed by the contractor and paid for on an hourly basis of \$200 per hour unless otherwise agreed to by the parties.

9. Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective if it is delivered by email, personal service, or mailed to the email or mail address set forth above. Such communications shall be effective when they are received by the addressee subject to the conditions of 8 above regarding pending cases. 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, 2026.

CONTRACTOR:

Frederick W. Van Liew

COUNTY:

Jim Gailey, Cumberland County Manager