

**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:

As detailed below, a one-year, renewable contract between the Cumberland County Friends of Restorative Justice, a Maine-based nonprofit, and the Cumberland County District Attorney’s Office, as approved by the Cumberland County Manager and Commissioners. The contract may be renewed for up to 3 years, and is intended to provide restorative justice services under the supervision of the District Attorney’s office, as detailed below:

**1. SCOPE & SERVICES:**

**A. Remote Facilitation (Zoom):**

Facilitate restorative dialogues between offenders and Community Surrogates; occasionally, for appropriate cases anticipated to comprise a brief interaction, facilitate dialogues between offenders and victims.

**Personnel:** Facilitator and potentially facilitator trainee; Trained Community Surrogate(s) or, rarely, Victim; Offender.

**Time (estimates based on prior experience between the parties):**

Facilitator Prep: between .25 and .5 hour;

Participant Prep: between .5 - 1 hour;

Zoom: between .75 - 1 hour;

Report to DA’s office (including to ADA) and closeout: .25 hour.

**Total time: between 1.75 - 2.75 hours per session.**

**FEE:** \$150 per completed session.

**B. In-Person Facilitation for cases of serious harm:**

Facilitate restorative dialogues between offenders and victims, including major felonies. Occasionally use Community Surrogates when victims are unavailable. Comprised of a separate meeting with each participant, which may be conducted via remote, culminating in a shared in-person dialogue with all parties. Outcome must be communicated to the sending ADA if agreements are reached between the parties that may affect outcomes in Court.

**Personnel:** Facilitator and occasionally facilitator trainee; Victim, may include victim advocate and/or family; Trained Community Surrogate when appropriate; Offender, may include offender's attorney.

**Fee:** \$150/hour, not to exceed \$1,000 unless approved by the District Attorney.

**Time:**

Facilitator Prep:

includes reviewing police reports and conversation with ADA. .5 - 1.5 hours

Participant Prep: 2 - 4 hours;

In-person dialogue: 1.5 - 4 hours;

Report to DA's office, including conversation with ADA, and closeout: .5 - 1 hour.

**Total time: 4.5 - 10.5 hours per session.**

The parties agree that CCFRJ will track hours spent on these matters and provide this information to the identified DA staff at the closeout of each case. This will enable all parties to review the reasonableness of the fees periodically and at the end of each year, or earlier if requested by either party.

**C. Support for the appropriate use of Restorative Justice in the DA's office and in the Cumberland County Community:**

The below work will occur in tandem with an approved quarterly work plan developed with the DA's office at a **fee of \$3,000 per quarter**. Quarterly work plans and completion information will be provided at the end of each contract period. See below for quarterly plan details.

**FEE: \$3000 per completed quarterly workplan**, payable quarterly.

**2. Practices for all cases:**

- A. Restorative justice is intended to be available to all offenders and victims, regardless of income, language, or other resources;
- B. All participants will be communicated with to ensure dialogues to ensure informed,

- voluntary participation;
- C. All cases will be screened for appropriateness for Restorative Justice, with particular attention to indicators of potential domestic violence;
- D. Use trauma-informed; victim-informed practices;
- E. Follow up after dialogues to support participants and gather feedback;
- F. Communicate with prosecutors prior to and after dialogues where appropriate or requested;
- G. Document case activity while protecting confidentiality;
- H. Track outcomes and provide reports as required;
- I. Ensure compliance with all applicable laws and the highest ethical standards;
- J. Other best practices identified and agreed to by the parties in the course of the contract.

### **3. Obligations concerning coordination and information from DA's Office:**

- A. DA's Office will provide complete and accurate contact information for all parties involved and will follow up promptly with any problems concerning such information;
- B. DA's Office will provide name of ADA and VWA at time of referral;
- C. CCFRJ will consult with prosecutors and/or VWAs before and after referrals;
- D. Provide case status updates;
- E. CCFRJ and the DA's Office will collaborate on appropriate referrals;
- F. Other specific concerning needed coordination and information from the DA's office as identified and agreed to by the parties in the course of this contract.

### **4. Quarterly work to support the appropriate use of Restorative Justice in the DA's office and in the Cumberland County Community:**

Quarterly work plans and completion information will be developed in tandem with the DA's office, and provided to the Commissioners and Manager at the end of each contract period or upon request.

#### **Types of work to be included in quarterly work plans:**

##### **A. Training and Capacity Building**

Minimum monthly meetings with District Attorney;

Train prosecutors, defense attorneys, victim advocates, law enforcement, and community partners;

Recruit, train, and supervise volunteer Community Surrogates;

Recruit, train, and supervise restorative justice Facilitators;

Provide community education on restorative justice;

Develop protocols and materials, including consideration of survey tools to assess victim and offender experience.

## **B. Community Engagement**

Collaborate with community organizations;

Support victim-centered and culturally responsive practices;

Participate in meetings and advisory groups as requested.

## **C. Community Conversations**

Facilitate specific community dialogues as requested. This may include work with local Police Departments on difficult community situations and issues.

## **5. Key Personnel:**

### **Fred Van Liew, Executive Director**

- Facilitates remote and in-person dialogues, implements programs, recruits, trains and supervises community volunteers, consults with District Attorney attorneys and staff, engages with defense attorneys, facilitates community conversations on behalf of the District Attorney, ensures services meet contractual and ethical requirements
- Refer to attached resume for training and experience

### **Tom Crane, Facilitator**

- Facilitates remote and in-person dialogues, engages with defense attorneys, assists with training and supervision of community volunteers
- Refer to attached resume for training and experience

**Volunteer Trained Community Surrogates:** CCFRJ has recruited and trained more than thirty volunteers who represent the community in dialogues. Eighteen volunteers are presently active. Volunteers will receive ongoing support to ensure quality facilitation.

**6. Capacity:** CCFRJ will meet an anticipated referral volume (up to 45 remote cases per month; approximately 2 cases of serious harm per month) and will provide continuity of services during absences. If needed to meet volume, CCFRJ will train additional facilitators and community volunteers from Cumberland County. The parties agree that annual contract renewal will review numbers and capacity and reflect updated numbers as appropriate, or periodically if agreed to by the parties.

## **7. DATA AND ACCOUNTABILITY**

CCFRJ agrees to collect and share data continuously with the DA's office on:

- Number and type of referrals;
- Participant demographics;
- Participation of victims vs. surrogates in victim cases;
- Dialogue outcomes, including the future use of a survey.

CCFRJ further agrees to report to the District Attorney's Office on a case-by-case basis while protecting confidentiality. The parties together will maintain a shared and mutually developed spreadsheet that tracks all cases referred in a calendar year in real time.

## **8. COLLABORATION AND RELATIONSHIPS**

CCFRJ and the DA's office agree that prosecutorial priorities are the essence of this work, that accountability is central in enabling parties to move past conflict and wrongdoing, and that continuing coordination concerning these cases, within the confines of confidentiality, is central to securing resolutions that are satisfactory to all dialogue participants and to the essential role of prosecutors in protecting the public interest.

Accordingly, throughout the work of this contract, CCFRJ will engage in building relationships with:

- Defense attorneys;
- Courts;
- Victim advocates;
- Law enforcement;
- Other community partners.

This work may be included in quarterly work plans as appropriate. As parties to this Contract, CCFRJ commits to continuing to communicate regularly, respond promptly to requests, and adapt services based on need and feedback.

## **9. COMPLIANCE**

Cumberland County Friends of Restorative Justice agrees to:

- A. Comply with all applicable laws, County policies, and ethical standards; Allow County monitoring and oversight;
- B. Provide services without discrimination;

- C. Maintain appropriate insurance and indemnification as required;
- D. Report program activity and outcomes as requested
- E. Other compliance agreements as identified and agreed to by the parties.

#### 10. **LOCATION for in-person sessions:**

The parties agree that CCFRJ will secure space to conduct in-person dialogues at no cost to the County. The County agrees to provide space if possible at its offices at Northport in Portland at no cost.

Insurance: CCFRJ agrees to hold active liability insurance to cover the services it provides and the use of any space in providing these services, and to provide insurance information to the County upon request pursuant to the following:

11. **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.

#### 12. **Insurance.**

a. Insurance Requirements. Contractor and all its subcontractors agree to furnish and maintain for its operation, at all times during the course of services to be performed herein, policies of commercial insurance provided by a company(s) satisfactory to the COUNTY and the DA with minimum limits and with continuous aggregate reserve (value), in each policy of commercial insurance as follows:

- General Liability: \$1,000,000 per occurrence / \$1,000,000 annual aggregate;
- Professional Liability (E&O): \$1,000,000 per occurrence / \$1,000,000 annual aggregate;
- Maximum deductible: \$2,500–\$5,000, depending on financial security;
- Cumberland County shall be named as an additional insured under both policies;
- The insurance contract shall include the duty to defend.

b. Certificates and Notice of Cancellation. Before commencing work under this agreement, Contractor and all its subcontractors shall furnish County with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after (30) day's written notice has been received by Cumberland County."

13. **Term.** CCFRJ shall perform the Services as outlined in Paragraph 1 of this Agreement beginning on **April 1, 2026** and continuing through **March 31, 2027**, unless earlier terminated in accordance with the

provisions of Section 9, below (hereinafter the "Term") This contract is renewable annually for a period of 3 years, until March 16, 2029, upon approval of the parties.

**14. Payment.** County shall pay CCFRJ **\$150.00** for each **completed Remote Restorative Dialogue** and **\$1000 for each completed in-person Case** for the term of the Agreement, with invoices in a form acceptable to the County submitted monthly and as soon as possible following the previously completed month of service. Payment of **\$3000 per quarter** for completed quarterly work plans shall be submitted quarterly, as soon as possible following the end of each quarter.

The Fees shall be the sole and exclusive form of compensation provided to CCFRJ in exchange for the performance of the Services. 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.

**15. 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.

**16. 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.

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

**18. 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.

19. **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.

20. **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.

21. **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.

22. **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 March, 2026.

**CONTRACTOR:**

**COUNTY:**

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