

**AGREEMENT
BETWEEN THE TOWNS OF
CUMBERLAND AND NORTH YARMOUTH
FOR
RECREATION, LIBRARY,
GOVERNMENT ACCESS CHANNEL (Channel 2),
ANIMAL CONTROL OFFICER AND
WINTER SIDEWALK PLOWING SERVICES**

THIS AGREEMENT is made this 17th day of JULY 2012 by and among the Towns of CUMBERLAND and NORTH YARMOUTH

WHEREAS,

The Town of North Yarmouth has raised funds via its Town Meeting held on June 16, 2012 and have granted the Selectmen the authority to enter into this agreement and the monies have been allocated through June 30, 2013.

NOW, THEREFORE, the towns of Cumberland and North Yarmouth agree as follows:

- 1. Scope of Agreement.** This Agreement is limited to Recreation, Library, Government Access Channel (Channel 2), modified for FY 2013 Animal Control Services, and Winter Sidewalk Plowing services.
- 2. Administration of Programs.** It is agreed among the parties that the Town of Cumberland and its Town Manager will be responsible for the day – to – day operation of the programs, including but not limited to the following:
 - a) Hiring, supervising and scheduling of: Library employees and Recreation administrative and program staff; sidewalk plowing personnel; Animal Control personnel; and Channel 2 broadcast personnel.
 - b) Personnel matters including employee orientation for all items listed in 2a.
 - c) Payroll functions, billing for and the collection of fees assessed for all items listed in 2a. including all insurance payments.
 - d) Ensure that the Advisory Boards established for both programs exist, meet on a consistent basis, complete the tasks that have been assigned to them, and communicate on a regular basis to their respective communities Town Council/Board of Selectmen.

3. **Cost & Cost Allocation.** Each party of this Agreement agrees to the following:

FY 13						
Program	Expenses	Revenues	Net Cost		2010 Census	Totals
Library	\$351,995	\$6,532	\$345,463		x 38%	\$131,276
Recreation	\$472,959	\$340,451	\$132,508		x 38%	\$50,353
Channel 2			\$2,200			\$2,200
Total					FY 2012 \$213,039	\$183,829

4. **Payment Schedule.** Payments for services shall be invoiced on July 1, 2012 and shall be due according to the following schedule:

Library, Recreation, Channel 2 - Quarterly

FY 2013 Total = \$ 183,829 (Assessment + Channel 2)

Payment 1: On or before September 1, 2012 = \$ 45,958

Payment 2: On or before December 1, 2012 = \$ 45,957

Payment 3: On or before March 1, 2013 = \$ 45,957

Payment 4: On or before June 1, 2013 = \$ 45,957

Invoices for these services are attached to this for convenience purposes.

Sidewalk Snowplowing services and Animal Control services

Dollar amounts are based upon actual calls or hours worked. A monthly bill will be invoiced to the Town of North Yarmouth for services rendered from the first through the last day of the previous month. Billing rates for Sidewalk snowplowing are \$100.00 per hour and \$75.00 per hour for ACO Services. Payment shall be expected within 30 calendar days of the billing invoice date.

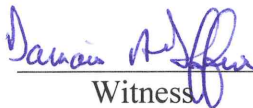
5. **Communication with Cumberland & North Yarmouth Employees:** All communication related to services provided under this contract shall be directed to the Cumberland Town Manager. Any communications with Town Employees related to the services provided in this contract in either Town shall be directed to the Administrative Assistant in North Yarmouth or the Town Manager in Cumberland.


6. **Term; Withdrawal from Agreement; Termination.** This Agreement shall run from July 1, 2012 to June 30, 2013.

7. **Indemnification.** Each municipality shall defend, indemnify and hold each and every municipality hereto harmless from any claim, cause of action, liability or expense including reasonable attorney's fees arising out of or resulting from any error, act or omission of the municipality's officers, agents or employees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 M.R.S.A. § 8108 et seq.) or any other immunities or defenses under the Act or other applicable law.

IN WITNESS WHEREOF, the municipal officers of each party municipality have authorized this Agreement and the official indicated below to sign on behalf of the party municipality.

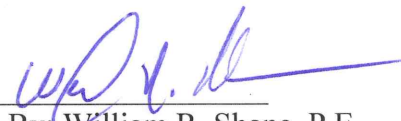
Town of North Yarmouth


Witness

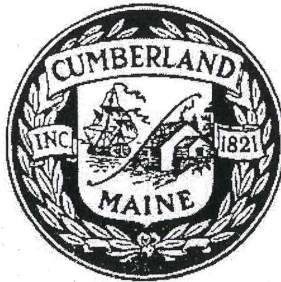

By: Steve Palmer
Board Chairman

Town of Cumberland


Witness


By: William R. Shane, P.E.
Town Manager

TOWN OF CUMBERLAND



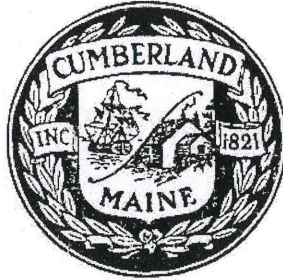
**TO: TOWN OF NO. YARMOUTH
10 VILLAGE SQUARE ROAD
NO.YARMOUTH, ME 04097**

DATE DUE: September 1, 2012

**INVOICE # 1Q12
BILLING
PERIOD: 1st
Quarter 2012-13**

1 st Quarter of 2011-12 Assessment		
LIBRARY SHARE		\$32,819.00
RECREATION SHARE		\$12,588.25
CHANNEL 2 SHARE		\$ 550.00
	TOTAL	\$ 45,957.25

TOWN OF CUMBERLAND



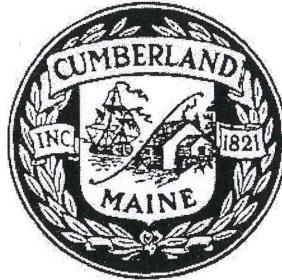
**TO: TOWN OF NO. YARMOUTH
10 VILLAGE SQUARE ROAD
NO. YARMOUTH, ME 04097**

DATE DUE: December 1, 2012

**INVOICE # 1Q
BILLING
PERIOD: 2nd
Quarter 2012-13**

1 st Quarter of 2012-13 Assessment		
LIBRARY SHARE		\$32,819.00
RECREATION SHARE		\$12,588.25
CHANNEL 2 SHARE		\$ 550.00
	TOTAL	\$ 45,957.25

TOWN OF CUMBERLAND



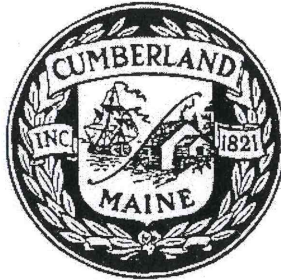
DATE DUE: March 1, 2013

TO: TOWN OF NO. YARMOUTH
10 VILLAGE SQUARE ROAD
NO. YARMOUTH, ME 04097

INVOICE # 1Q
BILLING
PERIOD: 3rd
Quarter 2012-13

1 st Quarter of 2012-13 Assessment		
LIBRARY SHARE		\$32,819.00
RECREATION SHARE		\$12,588.25
CHANNEL 2 SHARE		\$ 550.00
	TOTAL	\$ 45,957.25

TOWN OF CUMBERLAND



DATE DUE: June 1, 2013

TO: TOWN OF NO. YARMOUTH
10 VILLAGE SQUARE ROAD
NO. YARMOUTH, ME 04097

INVOICE # 1Q
BILLING
PERIOD: 4th
Quarter 2012-13

1 st Quarter of 2012-13 Assessment		
LIBRARY SHARE		\$32,819.00
RECREATION SHARE		\$12,588.25
CHANNEL 2 SHARE		\$ 550.00
	TOTAL	\$ 45,957.25