

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

THIS AGREEMENT is made this 1st day of **JULY 2011** 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 18, 2011 and have granted the Selectmen the authority to enter into this agreement and the monies have been allocated through June 30, 2012.

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

- 1. Scope of Agreement.** This Agreement is limited to Recreation, Library, Twin Brook Maintenance, Government Access Channel (Channel 2), 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; Public Services - Twin Brook maintenance and 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:

Program	Expenses	Revenues	Net Cost		2010 Census	Totals
Library	\$377,582	\$7,852	\$369,730		x 38%	\$140,497
Twin Brook	\$184,382	0	\$184,382			\$10,952
Recreation	\$503,092	\$341,014	\$162,078		x 38%	\$61,590
Sidewalk Plowing @ \$100 per hour						
Channel 2 - \$2,000 per year						
Animal Control Officer - \$75 per call						
Grand Total	\$1,065,056	\$348,866	\$716,190		% Total Net Cost	30%

4. **Payment Schedule.** Payments for services shall be invoiced on July 1, 2011 and shall be due according to the following schedule:

Library, Recreation, Channel 2 and Twin Brook Maintenance - Quarterly

FY 2012 Total = \$ 215,039 (Assessment + Channel 2)

Payment 1: On or before September 1, 2011 = \$ 53,759.75

Payment 2: On or before December 1, 2011 = \$ 53,759.75

Payment 3: On or before March 1, 2012 = \$ 53,759.75

Payment 4: On or before June 1, 2012 = \$ 53,759.75

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. 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, 2011 to June 30, 2012.
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: Paul Napolitano
Board Chairman

Town of Cumberland

Witness

By: William R. Shane
Town Manager