

**CONTRACT FOR DELIVERY OF PUBLIC SERVICES
BY AND BETWEEN
CUMBERLAND COUNTY, MAINE
AND
THE TOWN OF CAPE ELIZABETH
AND
FAMILY CRISIS SERVICES**

THIS CONTRACT entered into this 30th day of MAY 2012, by and between Cumberland County, State of Maine, hereinafter referred to as the "COUNTY" and the Town of Cape Elizabeth hereinafter referred to as the "TOWN," and the FAMILY CRISIS SERVICES located at PO Box 704, Portland, Maine 04104 and hereinafter referred to as the "GRANTEE"

WITNESSETH THAT:

WHEREAS, the COUNTY has entered into a grant Contract with the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the COUNTY and the TOWN desire to enter into a Contract with the GRANTEE to direct the undertaking of certain activities and;

NOW, THEREFORE, intending to be legally bound, the parties do mutually agree as follows:

1. PERFORMANCE REQUIREMENTS

- A. Scope of Services: The GRANTEE agrees to execute this Contract according to the Program Objectives, Services and Beneficiaries, and Budget set forth in the TOWN'S application for funding, and hereby made a part of this Contract.

If changes in the Program Objectives, Services and Beneficiaries or Budget are found to be necessary during the life of the contract, a copy of these changes must be submitted to the County's Community Development Director and the TOWN for approval. Minor and major changes will be approved administratively, unless in the judgment of the County Manager, a change should be approved by the County Commissioners.

The COUNTY will request on a regular basis, quantitative and qualitative information concerning the progress and management of this project. The GRANTEE will be responsible for ensuring that the project director shall provide such information upon request of the COUNTY.

The GRANTEE further agrees that the Program Objectives, Services, and Beneficiaries reflect the intent of the GRANTEE and therefore, are a valid basis for monitoring the project.

The GRANTEE understands that performance of the COUNTY'S obligations under this Contract are subject to Federal allocation of funds, receipt by the COUNTY of such funds, allocation by the COUNTY to the purposes set forth herein, and to the termination provisions herein.

- B. Records: Records shall be maintained in accordance with requirements prescribed by the COUNTY and by the Department of Housing and Urban Development (hereinafter "HUD") with respect to all matters covered by this Contract. Except as otherwise authorized by the COUNTY, such records shall be maintained for a period of four years from the date of submission by the COUNTY of the Annual Performance and Evaluation Report in which the specific activity is reported on for the final time.

The COUNTY reserves the right to evaluate the GRANTEE'S accounting, reporting and internal control systems, and to require changes when in the sole opinion of the COUNTY, deficiencies exist. Failure on the part of the GRANTEE to implement required changes may result in the holdback of Grant funds.

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

The GRANTEE shall submit to the COUNTY and TOWN monthly performance reports documenting service delivery and beneficiary data. A year end narrative documenting program outcomes may also be required by the COUNTY and TOWN on a case by case basis. At such times and in such forms as the COUNTY may also require, there shall be furnished to the COUNTY and TOWN such statements, records, reports, data and information, as the COUNTY and TOWN may request pertaining to matters covered by this Contract. The final report of expenses incurred under this Contract will be submitted to the COUNTY and TOWN within 30 days after the termination date of the Contract.

At any time during normal business hours and as often as the COUNTY or TOWN or HUD may deem necessary, there shall be made available to the COUNTY or TOWN or HUD for examination all of its records with respect to all matters covered by this Contract and will permit the COUNTY or the TOWN or HUD to audit, examine and make excerpts or transcripts from such

records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract and related sub-contracts. The COUNTY reserves the right to withhold final payment under the Contract to the GRANTEE for Grant expenditures until the results of the GRANTEE project's final audit are complete and found to be satisfactory to the COUNTY. A GRANTEE that receives \$300,000 or more in a fiscal year shall have an annual independent audit in accordance with 24 CFR 570.502(b).

The COUNTY reserves the right not to further fund GRANTEES whose administrative policies, in the sole and exclusive judgment of the COUNTY Manager, are not in the best interest of the recipients receiving GRANTEE services.

- C. Advertising: In all circulars, advertisements (oral and written), posters, pamphlets, etc., the words "Cumberland County Community Development Assisted Project" or "Cumberland County CDBG Assisted Project" shall appear. In addition, the GRANTEE shall endeavor to insure that news media coverage regarding its project include prominent reference to the fact that Community Development funds are involved.
- D. Reversion of Assets: The GRANTEE agrees to secure all equipment purchased with Community Development funds at the lowest possible price for acceptable quality. A record shall be maintained for each item of non-expendable property acquired for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs \$25 or more per unit and is expected to have a useful life of one year or more. The record shall include (a) description of the item or property, including model and serial number if applicable, (b) date of acquisition, and (c) the acquisition cost or assigned value to the program. A physical inventory of all non-expendable property shall be taken thirty (30) days prior to the termination of this Contract and a copy of the inventory list will be submitted to the COUNTY. At the conclusion of this Contract all non-expendable property acquired with Community Development funds shall revert to the COUNTY; unless, at the option of the COUNTY, the GRANTEE is expressly authorized to take possession. In addition to the foregoing, the GRANTEE shall transfer to the COUNTY any CDBG funds on hand (and not obligated) at the time of expiration of this Contract and any accounts receivable attributable to the use of CDBG funds. Any real property under the GRANTEE's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall, at the COUNTY's option, either be used or disposed of in accordance with 24 CFR 570.503(b)(8).
- E. Conflict of Interest: No person who is an employee, agent, consultant, officer, elected official or appointed official of the COUNTY and TOWN, or of any designated public agencies, or of the GRANTEE's that are receiving funds with respect to the program who exercise or have exercised any

functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit directly or indirectly, from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Contract with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter with the program assisted under this grant; and the GRANTEE shall take appropriate steps to assure compliance.

- F. Assurances: 1) The GRANTEE will comply with Title VI of the Civil Rights Act of 1964, codified in United States Code Title 42 S2000 (d), and Title VIII of the Civil Rights Act of 1968 as amended in 1988 and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in the United States shall, on the ground of race, color, national origin, religion, handicap, familial status, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other Federal financial assistance. The GRANTEE will immediately take any measures necessary to effectuate this Contract.
- 2) The GRANTEE will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended; and in accordance, in all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that residents (preferably lower income) of CUMBERLAND COUNTY are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the CUMBERLAND COUNTY are to the greatest extent feasible, awarded contracts.
- G. Political Activity Prohibited-Hatch Act: Neither the Community Development funds provided under this Contract, nor the Community Development funded personnel employed in the administration of this program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- H. Lobbying Prohibited: None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress, State Legislature, and/or the COUNTY Commissioners in accordance with the May 29, 1984 revision to OMB Circular -A-122, "Cost Principles for Non-profit Organizations - Lobbying". The GRANTEE agrees to comply with the conditions prescribed by HUD for the use of CDBG funds as they pertain to lobbying as set forth in Exhibit C which is attached hereto.

- I. Bonding: The GRANTEE will obtain and maintain at all times during the term of this Contract a Fidelity bond covering the activities of all personnel having access to any and all fiscal records under this Contract in an amount not less than **\$51,000** to cover the funds handled under the terms of this Contract. A certificate of said coverage must be filed with the COUNTY prior to execution of this Contract.
 - J. Insurance: The GRANTEE will obtain and maintain, at all times during the term of this Contract, public liability insurance in an amount of at least \$400,000 single limit liability protecting the GRANTEE and the COUNTY and TOWN from any and all claims for personal or bodily injury, death, and property damage arising out of the performance of this Contract.
 - K. The GRANTEE will obtain and maintain at all times during the term of this Contract, worker's compensation insurance, and employment compensation insurance for all employees performing services in connection with this Contract. A certificate of coverage required herein must be filed with the COUNTY prior to execution of this Contract.
2. TERM: The GRANTEE'S performance of this Contract shall commence on July 1, 2012 and shall continue through and including the June 30, 2013 unless continued by Contract of the parties in written amendment executed prior to the termination date.
 3. EXPENDITURES: The COUNTY shall provide no more than **\$50,260** in the performance of the terms of this Contract, of which **\$50,260** is to be furnished by the COUNTY through HUD Community Development funds. In expending said sum of **\$50,260** the GRANTEE shall conform to the line item category set forth in the budget annexed to this Contract and as to each line item, shall expend no more than the amount set forth in said budget, except as the COUNTY may otherwise provide. It is expressly understood and agreed that in no event will the total amount to be paid by the COUNTY to the GRANTEE under this Contract exceed **\$50,260** for full and complete satisfactory performance. It is further understood and agreed that the amount paid to the GRANTEE shall not exceed the approved budget for each line item. Such funds will be made available by the COUNTY to the GRANTEE on a monthly reimbursable basis for eligible costs which shall be due and payable only as set forth therein, which are defined as being those costs which are necessary and reasonable for proper and efficient administration and performance of the services to be provided under this Contract. Procedures for such reimbursements shall be in accordance with applicable rules and regulations imposed by the COUNTY. The COUNTY and the TOWN will entertain requests, based on documented need, for an initial one time advance not exceeding 10% of the Grant, unless otherwise authorized by the COUNTY and the TOWN.

4. MATCHING FUNDS: The TOWN and/or the GRANTEE will provide matching funds and/or in-kind contributions of at least **\$14,135** as outlined in the grant application and program budget.
5. INDEMNIFICATION: The GRANTEE will indemnify and hold harmless the COUNTY and the TOWN from any and all losses, claims, expenses, actions, cause of action, costs, damages and obligations caused by the negligent acts or omissions and/or any violation of applicable law or regulations by the GRANTEE, its officers, employees, agents, applicants or beneficiaries, excepting to the extent such losses, claims, expenses, actions, causes of action, or the violation of applicable law or regulation caused by the COUNTY and the TOWN, its officers, employees, or agents. For purposes of this Contract any officers, employees, agents, applicants or beneficiaries of the GRANTEE act in an independent capacity and are not officers or employees or agents of the COUNTY.
6. TERMINATION OF CONTRACT:
 - A. Termination Contract for Cause: If, through any cause, the GRANTEE shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the GRANTEE shall violate any of the covenants, Contracts, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the GRANTEE of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all records, assets, property and documents of any nature, prepared or purchased by the GRANTEE under this Contract shall, at the option of the COUNTY, become its property and the GRANTEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to the date of termination. Notwithstanding the above, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payments to the GRANTEE for the purpose of setoff until such time as the exact amount of damages to the COUNTY from the GRANTEE is determined.
 - B. Termination for the Convenience of the COUNTY: The COUNTY may terminate this Contract at any time for any reason, including a decision by the COUNTY Commissioners to reallocate funds allocated hereunder to other uses, by giving at least thirty (30) days notice in writing to the GRANTEE and specifying the reasons therefore. If the Contract is terminated by the COUNTY as provided herein, the GRANTEE will be paid an amount which bears the same ratio to the total dollars allocated under this Contract, as the GRANTEE'S performance, up to the date of notice, bears to the total performance required under this Contract; plus an additional amount for actual expenses incurred in performance during the period after notice and prior to the effective date of termination, not to exceed one/twelfth of the total dollars allocated under this Contract.

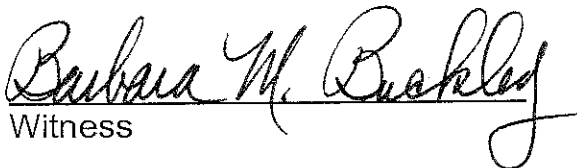
- C. Notwithstanding the foregoing, the COUNTY retains all rights to suspend or terminate this Contract for cause or convenience pursuant to 24 CFR 85.43 and 24 CFR 85.44.
7. SUB-CONTRACTS: Prior to execution of Memorandum of Agreement or Contracts for all Consultant and Contract Services (excluding the procurement of office cleaning or equipment maintenance services), the GRANTEE agrees to furnish to the COUNTY and the TOWN for approval a copy of the Contract or Contract. All such sub-Contracts must comply with applicable federal, state and County laws and regulations.
8. OPERATING PROCEDURES: The GRANTEE agrees to comply in all respects with all of the duties, responsibilities and requirements imposed by this Contract, and by the COUNTY, HUD and other agencies of the United States which are now in existence or may, from time to time, be promulgated during the term of this Contract or any extension hereof. Without limiting the foregoing, the GRANTEE specifically agrees to comply with the following HUD regulations:
- A. In the event that the COUNTY or HUD determines program income as defined in 24 CFR 570.00 (a) (See Exhibit D) has been directly generated by the activities funded hereunder, said program income shall be returned to the COUNTY pursuant to 24 CFR 570.504(c).
- B. The GRANTEE shall comply with all Federal laws and regulations in 24 CFR Subpart K which include Fair Housing laws, Labor Standards, Uniform Relocation Act, Employment and contracting opportunities, lead-based paint, use of debarred, suspended, or ineligible contractors or GRANTEES and uniform administrative requirements and cost principles pertaining to procurement and audit procedures under 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-128, and A-133 audit requirements for non-profit agencies as applicable, except that:
- i.) The GRANTEE does not assume the COUNTY'S environmental responsibilities described in 24 CFR 570.605; and (ii) the GRANTEE does not assume the COUNTY'S responsibility for initiating the review process under 24 CFR Part 52.
- C. To the extent applicable, the GRANTEE agrees to comply with the conditions prescribed by HUD for the use of CDBG funds by religious organizations, a copy of which conditions is attached hereto and incorporated herein as Part II, Section I..
9. REIMBURSEMENT: Reimbursement will be at a monthly or quarterly basis not to exceed one twelfth or one quarter of the total Community Development funds allocated to the GRANTEE per year, unless the Community Development staff

deem it necessary to reimburse expenses at a higher rate due to special circumstances.

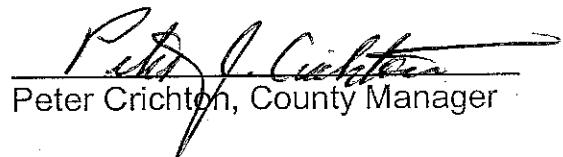
10. ADVANCE: Only under extreme circumstances and upon written request outlining such circumstances may a program be advanced funds. Under no circumstances shall an advance exceed 10% of total annual Community Development funds allocated under this Contract.
11. INCOME REQUIREMENTS: During the term of this contract, the GRANTEE is required to have at least fifty-one percent of its clients meet the HUD low to moderate income guidelines. To achieve this requirement, the GRANTEE must provide income verification for every client served or 2) The GRANTEE may substitute other evidence or certifications establishing the low and moderate income eligibility of the assisted clients. Activities benefiting persons defined by HUD at 24 CFR 570.208(a)(2)(i)(A) are presumed to benefit be low/moderate income persons. These are: abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

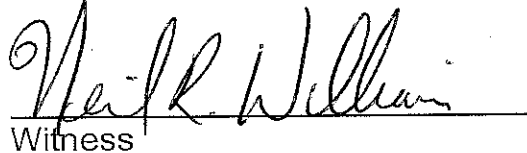
ATTEST:


Witness

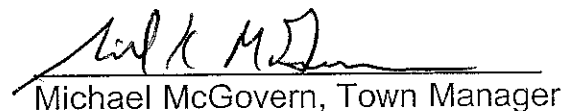
Cumberland County


Peter Crichton, County Manager

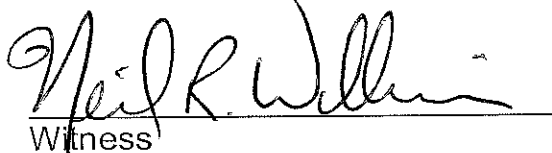
ATTEST:


Witness

Town of Cape Elizabeth


Michael McGovern, Town Manager

ATTEST:


Witness

Family Crisis Services


Lois Galgay Rickett, Executive Director