



TOWN OF CARY

**TOWN OF HOULTON
CONTRACTUAL SERVICES AGREEMENT**

WITNESS, this Agreement by and between the Town of Houlton, a municipal corporation of Water Street, Houlton, Maine (hereinafter "Houlton") and the undersigned other municipality (hereinafter "Municipality") this 1st day of January 2023.

WHEREAS, Houlton has available certain municipal services which the Municipality wishes to purchase; and

WHEREAS, the governing bodies of the contracting parties have authorized this Agreement and the execution and delivery hereof by proper vote at a meeting duly called and held;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein contain and other goods and sufficient considerations, agree as follows:

1. Houlton agrees to provide, to the Municipality, the following service or services which have been checked and initialed by the parties thereto, and the Municipality agrees to pay Houlton therefore, as indicated:

 X **SERVICE:** Houlton shall provide to the Municipality and its inhabitants services of its FIRE DEPARTMENT personnel and equipment when called as available at the time. Number and type of personnel and equipment dispatched shall be at the sole discretion of Houlton. Any additional cost incurred for fighting forest fires shall be the responsibility of the Municipality.

FEE: The Municipality agrees to pay Houlton for this service the sum of **\$14,504** per annum payable by the above due date unless otherwise agreed to in writing signed by both parties.

 X **SERVICE:** Houlton shall provide to the Municipality and its inhabitants services of its AMBULANCE DEPARTMENT personnel and equipment when called as available at the time. Number and type of personnel and equipment shall be at the sole discretion of Houlton.

FEE: The Municipality agrees to pay to Houlton for the service the sum of **\$16,683** per annum payable by the above date unless otherwise agreed to in writing by both parties. In addition, Houlton shall charge inhabitants and users in accordance with the Medicare Part B National Fee Schedule as updated annually and published by NHIC Corporation.

— SERVICE: Houlton shall provide to the Municipality and its inhabitants a septage sewage disposal site. The use of said site under this contract shall be subject to the rules attached hereto, as amended from time to time, even if amended during the term of this Agreement. All septage pumping operators must be licensed by the Municipality, or must be pre-approved by the Municipality and the Town of Houlton.

FEE: The Municipality agrees to pay Houlton for this service the sum of \$0 per annum payable in advance unless otherwise agreed to in writing signed by both parties. In addition to the above charge, the utilization charges set forth in Schedule B shall be paid.

This contract shall become effective on the date the Town of Houlton receives payment in full for all services. Prior to payment in full, the Town of Houlton shall have no obligation hereunder.

2. The term of this Agreement, unless otherwise noted, is from January 1, 2023 THROUGH DECEMBER 31, 2023. **Payment is due 30 days from the date signed by the Town Manager of Houlton.** Either party may cancel this Agreement on thirty (30) days written notice to the other by certified mail, return receipt. Any fees paid but unearned on cancellation shall be refunded within thirty (30) days thereof. Any fees earned but unpaid shall be paid at the time of cancellation.

3. This contract is subject to all federal, state, and county laws, the ordinances of the Town of Houlton, and the regulations hereunder with which the parties agree to abide.

4. The Municipality shall, in all cases, indemnify Houlton and its officers, employees or agents who are a party or are threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative, or investigative related to activities under this Agreement, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonable incurred in connection with such action, suit or proceeding to have acted in bad faith or without reasonable cause to believe that their conduct was lawful. The termination of any action, suit or proceeding by judgment, order or conviction adverse to such person or entity, or by settlement, plea nolo contendere or its equivalent, shall not of itself create a presumption that such person or entity acted in bad faith or without reasonable cause to believe that their conduct was lawful.

5. This Agreement is subject to the special terms and conditions, if any, attached hereto and initialed by the parties hereto.

6. The parties hereto and the signatories hereof by execution certify that this Agreement and the execution and delivery thereof have been duly and properly authorized by all necessary and proper authorities.

Witness:

Town of Houlton

Kimberly M. Ombrow

By: Maria L. Anderson

Dated: 2/7/2023

Town of Cary

By: _____

Dated: _____