

**AMENDMENT TO OPERATING AGREEMENT:  
LAYMAN WAY RECOVERY CENTER**

The Operating Agreement, made by and between the County of York, 1 Layman Way, Alfred, Maine 04002 (the "County"), and York County Shelter Programs (the "Shelter"), 24 George Road, Alfred, Maine 04002 (collectively, the "Parties"), for the operation of the Layman Way Recovery Center (the "Recovery Center"), a facility that will provide residential rehabilitation services to persons facing incarceration for non-violent crimes tied to substance dependence, is hereby amended as follows:

XII. Term:

The term of the agreement will be modified as follows:

Notwithstanding Sections IV and V the contract terminates on June 30, 2024.

III. General Obligations: The County.


3.1 **Compensation.** The terms of compensation for performance of services under the Operating Agreement are set forth in Attachment B.

All of the terms of the Operating Agreement and Attachment A remain in full force and effect.

Dated: 12/8/23

\_\_\_\_\_  
Gregory Zinser  
County of York

Dated: 12/7/23

  
\_\_\_\_\_  
Megan Gean-Gendron  
York County Shelter Programs Inc.

## **Attachment B**

3.1. The County agrees to pay the Shelter for the complete and satisfactory performance of services under the Operating Agreement \$879,864 annually subject to the terms and conditions of Article 5 of the Operating Agreement. The annual budget shall be \$879,874 made in monthly payments as follows:

1. July 1, 2023 thru October 31<sup>st</sup>, 2023 the sum of 66,657 per month on the first of each month
2. November 1, 2023 thru June 30, 2024 the sum of \$76,656.75 on the first of each month.
3. For the time period of November 1, 2023 thru June 30,2024 the county will receive, as a credit, the overage (money owed to the county) from FY23, in the amount of \$36,643, or 4,580.37 per month.
4. The actual payment from the county to the shelter will be \$72,076.38 per month from November 1, 2023 to June 30,2024.

The amount and terms of compensation shall not be modified unless approved by the York County Board of County Commissioners as provided in Article 5 of the Operating Agreement. Food Expenses and associated costs for providing food will be billed separately from the clinical aspects of the program at a cost of three dollars per meal (\$5.00) per resident. There is no obligation on the part of the county to maintain food/meal services as provided by YCSPi.

- The Shelter shall invoice the County thirty (30) days prior to the month in which services are to be performed. The County agrees to pay the Shelter by the first day of the month in which services are to be rendered. Cost for food will be billed for the preceeding month
- If the County representative determines that the Shelter is not making sufficient progress or is performing unsatisfactory work under this Agreement, the County representative may so notify the Shelter and/or protest any Shelter invoice or statement, by providing written notice to the Shelter. The written notice shall identify the nature of the problem and request the appropriate remedial action by the Shelter. The Shelter shall either correct the problem and advise the County representative of the correction, or shall provide a detailed written response to the notice within ten (10) days of the date of the County's notice. If resolution of the problem cannot be obtained, the dispute will be resolved through a meeting with the York County Commissioners and the County representative. During the term of any dispute resolution process, payment of the disputed Shelter invoice or statement may be withheld by the County.
- Unless otherwise agreed upon in writing by the County, the Shelter shall be solely responsible for compensation of third parties, including employees, subcontractors, consultants and suppliers, which are retained by the Shelter related to this Agreement. Such third parties shall not be considered third-party beneficiaries to this Agreement.


- Prior to any interim and final payment(s) of compensation under this Agreement, the Shelter shall provide certification to, and evidenced as satisfactory to, that all compensation owed to such third parties has been paid in full.
- No payment under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment, including final payment, shall be construed to be a consent or agreement on the part of the County to accept unsatisfactory or deficient work.
- The County shall pay monthly invoices within thirty (30) days following the County's receipt of such invoices.
- Quarterly, the Parties shall review the actual expenses incurred by the Shelter compared to the actual amount paid by the County. If the County has overpaid during the quarter, the excess will be credited to the next monthly invoice. If the actual expenditures exceed the amount paid by the County, the York County Board of County Commissioners will conduct a review to determine whether additional funds should be allocated.

Dated: 12/8/23

---

Gregory Zinser  
County of York

Dated: 12/7/23

  
Megan Gene-Gendron  
York County Shelter Programs Inc.

YCSP

LWRC Budget FY24

November - Jan

July - October

	8 Month Cost	Daily per Person	4 Months Previous Contract Rate	Combined Budgets FY24
Payroll	25498/Pay Period	458,980	190,464	649,444
Health Insurance		67,509	43,364	110,873
Delta Dental/Vision		2,930	2,340	5,270
Life		2,443		2,443
FICA/Mcare		40,447	12,676	53,123
SUTA/WC		4,019	3,580	7,599
FY23 Liability due to Y.C.G.		(36,643)		
Direct Expenses	539,685	576,328	252,424	792,109
Admin Allocation	36,918		14,204	51,122
8 Month Total	576,603	65.82	266,628	843,231.00
Invoiced separately	(24*15*365)	87,600	35,040	122,640
Meals		15		
8 Month total w/ Food at max capacity	664,203	\$80.05/person/day	301,668	965,871
Clinical & Food Potential Billing Monthly	83,025	Total Monthly Cost		
New Budget Clinical Monthly Billing	72,075			

879

843

8

864,900

828

752

879,874