Draft Still to be reviewed by legal counsel

Final will have renewal terms and escalator clause tied into the employment cost index.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of April, 2015 by and between the TOWN OF CAPE ELIZABETH , a Maine municipal corporation existing under the laws of the State of Maine and located in Cumberland County (hereinafter “Cape Elizabeth”) and the TOWN OF SCARBOROUGH, a Maine municipal corporation existing under the laws of the State of Maine and located in Cumberland County (hereinafter (Scarborough”), collectively (“The Parties”).

WHEREAS, Chapter 203 of Title 30 M.R.S.A. permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and,

WHEREAS, Scarborough has a need for a Tax Assessor as required by Title ? M.R.S.A.; and,

WHEREAS, Cape Elizabeth is willing and able to provide such services through its Town Assessor to Scarborough on a cost sharing basis and pursuant to the terms provided below.

NOW, THEREFORE, Cape Elizabeth and Scarborough agree as follows:

1. Appointment of Scarborough Assessor. Scarborough, acting by its Town Council, shall appoint Matthew Sturgis, the current Cape Elizabeth Assessor, with the consent of Cape Elizabeth, to be the official Scarborough Assessor for all purposes required under law, but subject to the provisions in Paragraph 3 below that he shall at all times remain solely an employee of Cape Elizabeth.
2. Scope of Services. The Cape Elizabeth Assessor shall perform all duties and responsibilities imposed by law on the Scarborough Assessor, including assessing the April 1st real and personal property taxes and committing the same for collection, hearing and deciding abatement requests, providing information to municipal officials and citizens, state agencies, vendors and other persons with interest in activities pertaining to the assessing functions of Scarborough including, appearing in any and all administrative and judicial forums to defend challenges to the Scarborough assessments, with the exception of those abatements relating to the 2012 tax year.
3. Cape Elizabeth as Sole Employer. The Cape Elizabeth Assessor shall remain an employee of Cape Elizabeth during the term of this agreement for all purposes including, without limitation, pay, benefits and worker’s compensation coverage.
4. Scarborough Responsibility. The Cape Elizabeth Assessor shall be an agent of Scarborough for the purposes of statutory authorization and for all functions and duties of the assessing office including, without limitation, establishing taxable valuation assessments, determination of abatement requests, exemption funding, certification of ratios, and listing and, where appropriate, inspecting real and personal property and equipment. Scarborough shall provide a dedicated work space for the Cape Elizabeth Assessor at Scarborough Town Hall, complete with desk, chair, telephone, computer, and internet access and related office supplies to use when working in the Town of Scarborough. Further, Scarborough will, as desired, provide a laptop and cellular telephone for remote access when not working in Scarborough. Scarborough will also provide office support, legal counsel and assessment defense costs, independent appraisals, mass valuations and reviews as needed, and funding and physical location for administrative appeals processes for challenges to Scarborough assessments. Scarborough shall provide such additional financial and administrative support for mapping, computer systems, printing, mailing and other necessary resources and functions as Scarborough shall deem necessary and prudent for the proper administration of the Scarborough assessing function. Scarborough shall provide two (2) fulltime staff members, a Deputy Assessor and Administrative Assistant, in the Scarborough office to provide customer service and support and such other duties and functions as determined by the Assessor. These positions shall be Scarborough employees and Scarborough shall be solely responsible for all compensation, benefits and related costs.
5. Cost. Scarborough agrees to pay Cape Elizabeth, on a monthly basis, the amount of $4,411.58 as provided in Attachment A.
6. Indemnification. If a claim is brought against either Scarborough or Cape Elizabeth arising out of, or within the scope of, the service performed by the Cape Elizabeth Assessor or any other agents he may lawfully engage for Scarborough, then Scarborough shall defend, indemnify and hold harmless Cape Elizabeth and its officials, agents and employees, including, without limitation, the Assessor in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney’s fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.
7. Term and Termination of Agreement. The initial term of this Agreement shall be April \_\_, 2015 to \_\_\_\_\_ 2016. Thereafter, this Agreement shall automatically renew each year unless wither party provides written notification to the other no later than 75 days of its intent to terminate the contract at the end of that contract year. The Parties agree that any amendment to this Agreement may be upon the mutual written and affirmative action of the governing bodies of both municipalities.
8. Notification. Notices under this Agreement shall be sufficient if sent by first class mail or hand-delivered as follows:

TO SCARBOROUGH: Town Manager

Town of Scarborough

259 U.S. Route One

P.O. Box 360

Scarborough, ME 04070-0360

TO CAPE ELIZABETTH: Town Manager

Town of Cape Elizabeth

P.O. Box 6260

Cape Elizabeth, ME 04107

1. Default. In the event a party defaults under this Agreement, the other party shall have those remedies available to at law and equity, provided it shall first give the defaulting party written notice and a reasonable time to cure.
2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the Parties agree to meet and negotiate a new clause, section, provision or agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written.

**Town of Cape Elizabeth**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its Town Manager

**Town of Scarborough**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its Town Manager

“ATTACHMENT A”

The fee for assessing services provided by the Town of Cape Elizabeth shall be $ 4,411.58 per month and shall be paid by the Town of Scarborough on a monthly basis. Unless otherwise agreed by the Parties in writing, this amount shall be due on or before the 15th of each calendar month during the term of this Agreement without the need for billing by Cape Elizabeth.