

# **CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES**

July 1, 2015 to June 30, 2016

## **CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FALMOUTH**

This Contract, effective July 1, 2015 is made by and between the Town of Falmouth, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide assessing services within the town limits of Falmouth, Cumberland County, Maine.

### **W I T N E S S E T H:**

**WHEREAS**, the TOWN expects the maintenance of a high level of assessing services in conjunction and harmony with its fiscal policies of sound, financial management; and

**WHEREAS**, the TOWN also expects that the assessing services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

**WHEREAS**, the COUNTY has agreed to provide the TOWN a high level of professional assessing services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the TOWN is desirous of obtaining its assessing services through a contractual relationship with the COUNTY.

**NOW, THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

### **ARTICLE 1 – DEFINITIONS**

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

- A. Assessor shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said Town as their assessor per State law and/or Charter. The Assessor shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.
- B. Suitable office space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.
- C. Town Office shall mean the central office location of the TOWN.

### **ARTICLE 2 – LEVELS OF SERVICE**

#### **1. Assessing Services**

- 1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional

assessing services within and throughout the TOWN to the extent and in the manner herein described.

1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:

1.2.1. Develop and maintain the valuation models for the TOWN individually.

1.2.2. Apply new values to properties which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications impacting property value.

1.2.3. Apply values and track existing values to personal property to the expectations of the TOWN.

1.2.4. Notify owners of valuation changes.

1.2.5. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.

1.2.6. Review and decide upon applications for all exemptions and update as exemptions are approved.

1.2.7. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.

1.2.8. Perform all the duties required of an assessor under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessor shall perform the tasks assigned in Exhibit A attached hereto.

1.3. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for TOWN employees and the general public.

2. Supplies, Equipment and Office Furniture.

2.1. The COUNTY shall provide suitable office space for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space for the assessor when he/she is working on TOWN premises.

2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.

- 2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.

### **3. Administrative Responsibilities**

- 3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.
- 3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.
- 3.3. The Assessor shall attend Town Council meetings and other Town meetings as requested by the TOWN, and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.
- 3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.
- 3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of Falmouth. The County recognizes that the individual must be designated by the municipal officials of the Town as the assessor per State law and/or Charter.
- 3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.
- 3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.

## **ARTICLE 3 – OTHER RESPONSIBILITIES**

### **Right of Control**

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as

described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the Town through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

**1. Assignment of Assessing Duties**

The TOWN does hereby vest in the Assessor, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessor and other staff. The Assessor of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

**ARTICLE 4 – TOWN OF FALMOUTH RESPONSIBILITIES**

**1. Office Space**

1.1. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

1.2. Future space planning shall be coordinated with the COUNTY and the TOWN.

1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

**2. Town's Ordinances**

2.1. The TOWN shall provide to the COUNTY access to the Falmouth Town Code of Ordinances as adopted, with revisions, as enacted.

## **ARTICLE 5 – COSTS**

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services beginning July 1, 2015 to June 30, 2016 shall be:

*\$11,344.25 per month and spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.*

- 1.1. The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.
- 1.2. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 1.3. The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

## **ARTICLE 6 - INSURANCE**

The COUNTY shall maintain coverage for workers compensation for its employees in accordance with the provisions of Maine law.

The COUNTY shall maintain liability/casualty insurance - type coverage through the Maine County Commissioners Association Self-Funded Risk Management Pool ("hereinafter "Risk Pool"), with scope of coverage and coverage amounts as determined by said Risk Pool and documented on the annual member coverage certificate issued by the Risk Pool to the COUNTY. The COUNTY shall provide a copy of said member coverage certificate to the Town upon its request.

## **ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY**

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

## **ARTICLE 8 – AUDIT OF RECORDS**

The Town Manager or his/her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

## **ARTICLE 9 - STANDARD OF PERFORMANCE**

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of assessors performed under this Contract. ; The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

## **ARTICLE 10 – INDEMNITY**

1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
2. Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
3. Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

## **ARTICLE 11 – TERM**

1. This Contract shall remain in full force and effect commencing July 1, 2015 to June 30, 2016 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.
3. Notwithstanding any other provision of this contract to the contrary, the COUNTY shall provide the TOWN, no later than September 1 of each year, with a contract cost proposal for the 12-month period beginning the following July 1st; the TOWN in turn, must reply to the COUNTY on or before March 31st whether it intends to have the contract extended for any additional time beyond June 30.

#### **ARTICLE 12 – TERMINATION**

This contract shall expire on June 30, 2016. The TOWN shall give notice to the COUNTY of its intent to renew or enter into negotiations for a new agreement for assessing services no later than March 31, 2016.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as any material breach of the terms of this agreement and the notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the COUNTY or the Town Manager.

In the event the Town Council establishes its own assessing department; the COUNTY and the TOWN agree there will be no lapse in assessing services. In the event of termination the individual designated as municipal Assessor shall cease to be such and the Town shall have no further obligation, financial or otherwise to said individual.

#### **ARTICLE 13 – TRANSITION**

1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing assessing services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
2. In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

3. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

#### **ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE**

1. The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.
3. The Town Manager, as duly authorized by the Town Council, by his/her execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

**ARTICLE 15 – ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF FALMOUTH, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF FALMOUTH

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## Exhibit A: Assessor's Duties (Including but not limited to)

1. Finalize assessment rolls
2. Process abatements and supplements
3. Complete commitment documents
4. Create commitment book and save annual tax maps to mirror commitment book
5. Complete Municipal Valuation Return and other forms as required
6. Complete all required LD1 calculation forms
7. Meet State's assessment standards ratio
8. Track and Report TIF districts captured real and personal property values
9. Calculate and process Tree Growth/Farmland/Open Space penalties
10. Attend Board of Assessment Review hearings to defend assessment/abatement/exemption decisions.
11. Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
12. Provide final assessment data to the TOWN that is ready to be uploaded to the accounting software for the creation of year tax bills, provide updated data for the 2<sup>nd</sup> half tax bills, and assist in the creation of all tax bills.

## Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

1. Review communities' satisfaction with services provided to date
2. Hear suggestions from all parties for improvements to existing services
3. Discuss possible changes or expansions to the scope of services provided
4. Hear a report from the County on possible additional communities interested in joining the program
5. Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

1. Staffing changes involving key personnel
2. The addition of communities during a contract term
3. Other significant events as warranted