

EMPLOYEE WAGES AND BENEFITS REIMBURSEMENT
AGREEMENT FOR SHARED CODE ENFORCEMENT
OFFICER

(revised draft 6/28 7/6/04)

Whereas, the Town of Cumberland and the Town of Yarmouth desire to share the services of one Municipal Code Enforcement Officer (CEO), and

Whereas, Cumberland finds it to be advantageous to contract with the Town of Yarmouth for Yarmouth to employ the CEO and pay all necessary wages and benefits for his/her services, and

Whereas, Yarmouth finds it to be advantageous to employ the CEO and contract with the Town of Cumberland for a fair share of his/her professional services, time, expertise, and certification,

Now, therefore, be it agreed as follows:

A. YARMOUTH AGREES:

1. The Town of Yarmouth shall employ a CEO on a full time basis and provide wages and benefits as provided generally for full time municipal salaried staff and in particular as provided in Attachment A hereto, which is hereby incorporated as part of this Agreement.
2. The Town of Yarmouth agrees to adjust the salary, wages and benefit packages for the CEO from time-to-time in the same manner and degree as would otherwise be generally applicable to full-time employees of the Town of Yarmouth of similar professional status and training, longevity, and job performance; and to make such other compensation adjustments as may be mutually agreeable between the Town Managers of Yarmouth and Cumberland.
3. Yarmouth further agrees that the CEO shall devote approximately 50% of his/her work time, efforts, and attentions to the duties and responsibilities of the Code Enforcement and land use regulatory administration-related functions of the CEO office on behalf of the Town of Cumberland, including time spent at meetings, required appearances in court, providing information and advice to citizens and municipal officials, State agencies, vendors, and other persons with interests and activities pertaining to the code enforcement and land use regulatory functions of the Town of Cumberland.

B. CUMBERLAND AGREES:

1. The Town of Cumberland agrees to reimburse the Town of Yarmouth on a monthly basis for its fair share of the employee benefits and indirect costs paid by the Town of Yarmouth on behalf of the CEO as provided in Attachment A, hereto.
2. Cumberland agrees that Attachment A may be amended from time-to-time as provided in Section A (3) of this agreement and that Cumberland shall adjust its monthly reimbursement payments to the Town of Yarmouth accordingly.
3. Cumberland further agrees that the CEO shall devote approximately 50% of his/her work time, efforts, and attentions to the duties and responsibilities of the Code Enforcement and land use regulatory administration related functions of the CEO office on behalf of the Town of Yarmouth, including time spent at meetings, required appearances in court, providing information and advice to citizens and municipal officials, State agencies, vendors, and other persons with interests and activities pertaining to the code enforcement and land use regulatory functions of the Town of Yarmouth.

C. BOTH TOWNS AGREE AS FOLLOWS:

1. In the event that the CEO shall be terminated from employment for any reason other than cause, (including but not limited to budget reductions or lack of work), Yarmouth shall provide to the terminated CEO a minimum of six weeks full pay times which shall be apportioned between the two towns based on the fair share percentages as provided in Attachment A hereto.
2. Both towns agree that the CEO shall be an employee of the Town of Yarmouth for all payroll purposes, but shall be separately acting as the agent of each municipality in the discharge of his/her duties and responsibilities as municipal agent and Code Enforcement Officer in each Town. Each municipality shall independently qualify and appoint the CEO for the purposes of statutory and local ordinance authorization, which appointment shall be made subject to the terms of this Agreement. An appeal taken under the ordinance of either town on an action or decision of the CEO acting as an agent or as CEO in that community shall not be a cause of action or basis of appeal in the other community.

3. Each community shall be individually responsible for providing office space, furniture, equipment and support, legal counsel and defense costs, mapping and publication of codes, ordinances, decisions, notices of hearings and appeal procedures. Each town shall individually provide such additional support for mapping, computer systems, printing, mailing, and other necessary resources and functions as the town shall deem necessary and prudent for the proper administration of the code enforcement and land use regulatory functions in its community.

3. Liability Insurance

Both towns agree they will cause their insurers to communicate and determine that insurances are adequate, coordinated and leave no gaps in coverage.

4. Termination of Agreement

Either town may terminate this Agreement by giving advance written notice to the other town in accordance with the following schedule:

- a. If the position of CEO is vacant at the time the notice is given, written notice of termination shall be given not less than 2 weeks in advance of the effective date of the termination of this agreement.
- b. If the position of Assessor CEO is not vacant at the time the notice of termination is given, written notice shall be a minimum of 8 weeks for any termination of this agreement in advance of the effective date of the termination.

In the event of a termination under this section, neither Town shall have any ongoing obligation to the other after the effective date of the termination. Each Town shall remain responsible for its share of costs accrued prior to the effective date of termination.

D. This Agreement constitutes the entire agreement between the towns. If any clause, section, or provision is held to be invalid or unenforceable, that shall not effect the entire agreement and the two towns agree to meet and negotiate a new clause, section, provision or agreement.

Dated this _____ day of _____, 2004.

By _____ By _____

Nathaniel J. Tupper, Town Manager
Manager
Town of Yarmouth

William RA Shane, Town
Town of Cumberland

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of October, 2005, by and between the CITY OF WESTBROOK, Maine municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland (“Westbrook”), and the CITY OF SOUTH PORTLAND, a Maine municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland (“South Portland”).

WHEREAS, Westbrook has a need for complete municipal assessing services; and

WHEREAS, South Portland is willing and able to provide all such services through its City Assessor, staff and necessary and related physical facilities and office equipment to Westbrook on the cost sharing basis and pursuant to the terms provided below;

NOW, THEREFORE, Westbrook and South Portland agree as follows:

1. Appointment of Westbrook Assessor. Westbrook, acting by its Mayor and City Council, as appropriate, shall appoint Elizabeth Sawyer, the South Portland Assessor, with the consent of South Portland, to be the official Westbrook Assessor for all purposes required under law, but subject to the provision in paragraph 3 below that she shall at all times remain solely an employee of South Portland .
2. Scope of Services. The South Portland Assessor, Elizabeth Sawyer, and her staff shall perform all duties and responsibilities imposed by law on the Westbrook Assessor, including assessing the April 1st 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 Westbrook including, without limitation, appearing in any and all administrative and judicial forums to defend challenges to Westbrook’s assessments.
3. South Portland as Sole Employer. The South Portland Assessor and her staff shall remain employees of South Portland during the term of this agreement for all purposes including, without limitation, pay, benefits and workers’ compensation coverage.
4. Westbrook Responsibility. The South Portland Assessor and her staff shall be agents of Westbrook for the purposes of statutory authorization (in the case of the Assessor), 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. Westbrook shall provide a dedicated satellite office for the South Portland Assessor and her staff at Westbrook City Hall, complete with desk, chair telephone, computer and Internet access and related office supplies to use when working in the City of Westbrook Westbrook shall 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 Westbrook assessments. Westbrook shall provide such additional financial support for mapping, computer systems, printing, mailing and other necessary resources and functions as Westbrook shall deem necessary and prudent for the proper administration of the assessing function in its community.

5. Cost. Westbrook agrees to pay South Portland, on a monthly basis, an amount equal to what would be its share of the wages, employee benefits and any other direct or indirect costs paid or incurred by South Portland on behalf of the Assessor and her staff for services provided to Westbrook as provided in attachment A.

6. Indemnification. If a claim is brought against either Westbrook or South Portland arising out of, or within the scope of, the services performed by the South Portland Assessor and/or her staff, or any other agents she or they lawfully engage on her or their behalf for Westbrook, then Westbrook shall defend, indemnify and hold harmless South Portland and its officials, agents and employees including, without limitation, the Assessor and her staff in their public 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 & Termination of Agreement. This Agreement shall remain in effect from the date executed by the parties, after each has been duly authorized by vote of its City Council, through the following June 30 and shall automatically renew each year unless either party provides written notification to the other no later than April 1st of its intent to terminate the contract at the conclusion of that contract year. Written notification of any changes in cost or other provisions of the Agreement must be submitted to the other party in writing not later than April 1st of each year.

8. Notification: Notices under this Agreement shall be sufficient if sent by first class mail or hand delivered as follows:

TO WESTBROOK: City Administrator
 City of Westbrook
 2 York Street
 Westbrook, ME 04092

TO SOUTH PORTLAND: City Manager
 City of South Portland
 25 Cottage Road
 South Portland, ME 04106

9. Default. In the event a party defaults under this Agreement, the other party shall have those remedies available to it at law and in equity; provided it shall first give the defaulting party written notice and a reasonable time to cure.
10. 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.

City of South Portland

Dated: _____

By: _____
Its City Manager

City of Westbrook

Dated: _____

By: _____
Its Mayor

|

“ATTACHMENT A”

The fee for assessing services provided by the City of South Portland shall be _____ per week plus mileage at _____ per week for a total of _____. Unless otherwise agreed by the parties in writing, this amount shall be due on or before the ____ day of each calendar month during the term of this Agreement without the need for billing by South Portland.



**AGREEMENT FOR G.I.S. COORDINATOR UTILIZATION BETWEEN
THE TOWN OF SCARBOROUGH and THE CITY OF SACO**
Contract Period: July 1, 2007 – June 30, 2008

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, the City of Saco wishes to use the services of the Town of Scarborough's G.I.S. Coordinator for town-wide G.I.S. development; and

Whereas, the Town of Scarborough wishes to cooperate with the City of Saco by allowing the City of Saco to utilize the time of their G.I.S. Coordinator to support the efforts of G.I.S. development within their community; and

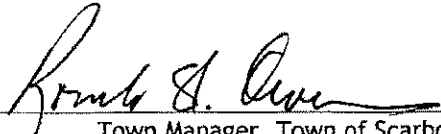
Whereas, the Municipalities of Scarborough and Saco concur that a cost sharing arrangement must be equitable and established to assure that all costs incurred by the Town of Scarborough in order for the G.I.S. Coordinator to provide services to the City of Saco are reimbursed accordingly; now therefore, the Municipalities of Scarborough and Saco do mutually agree that:

- I. The G.I.S. Coordinator shall perform G.I.S. development efforts as provided in writing by the Director of Public Works.
- II. The G.I.S. Coordinator shall be available to the City of Saco, upon approval of the Town Manager for the Town of Scarborough, for *twenty hours weekly* with the hours mutually scheduled giving priority to such time when the Coordinator is not actively engaged in a project for the Town of Scarborough and has the available time to devote to the needs of the City of Saco.
- III. The G.I.S. Coordinator will have a cell phone at his or her disposal and will be in the position of being reached in a timely manner.
- IV. The G.I.S. Coordinator shall be responsible for the tracking of all hours, (two days a week) attributable to the City of Saco's G.I.S. effort. The hours will be totaled on a monthly basis by the G.I.S. Coordinator and discussed with Saco's Director of Public Works prior to submitting to the Town of Scarborough's Finance Director for billing purposes.
- V. The Town of Scarborough will prepare and submit monthly invoices to the City of Saco for reimbursement of the actual hours (*twenty hours per week*) spent by the G.I.S. Coordinator on behalf of the City of Saco. The reimbursement rate will be per hour and total all wages and fringe attributable to this position. The rate per hour for 20 hours per week is calculated as follows:

Salary Amount	\$51,024
FICA	\$ 3,792
Medicare	\$ 888
Dental	\$ 191
LT Disability	\$ 257
Health Insurance	\$ 5,712
Retirement	\$ 5,124
Workers Comp.	\$ 3,351
Unemployment	\$ 1,373
TOTAL PER YEAR	\$71,712
TOTAL PER WEEK	\$ 1,379
TOTAL PER HOUR	\$ 31

- VI. The City of Saco recognizes that this amount per hour will be adjusted accordingly, as the G.I.S. Coordinator receives salary and benefit changes. The City of Saco agrees to pay for expenses, that have prior Public Works Director's approval, of the G.I.S effort including but not limited to educational materials, travel materials, travel costs, etc.
- VII. The City of Saco agrees that the payment to the Town of Scarborough will be made within 30 days from the receipt of the invoice.
- VIII. Both municipalities agree that any amendment to this agreement may be made upon mutual written agreement and affirmative action of the governing bodies of both municipalities.
- IX. This agreement is made for an indefinite term. This agreement may be terminated by either party, without cause, upon a 30-day notice.
- X. The City of Saco shall indemnify and hold harmless the Town of Scarborough from and against all claims, suits, causes of action, losses, damages, and judgments, including reasonable attorney's fees, related to, arising out of or resulting from the performance of this Agreement.


In Witness Whereof, we Ronald W. Owens, Town Manager for the Town of Scarborough and Richard Michaud, City Administrator for the City of Saco duly authorized by action of the Councils of the municipalities of Scarborough and Saco, have hereunto set our hands on this 16th day of July, 2007.



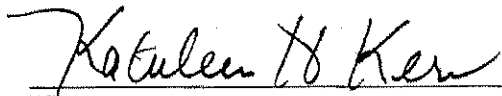
Town Manager, Town of Scarborough



City Administrator, City of Saco



Witness



Witness