

*City of Biddeford*  
**Biddeford-Saco Cooperation Committee**  
**April 08, 2020 5:00 PM Via ZOOM (virtual meeting)**  
**To participate, register in advance for this webinar:**  
**[https://biddeford.zoom.us/webinar/register/WN\\_1VbBFglzSHifzA2rM7WztQ](https://biddeford.zoom.us/webinar/register/WN_1VbBFglzSHifzA2rM7WztQ)**

- 1. Call to Order (Mayor of Host Committee)**
  - 2. Updates on Adopted Initiatives**
    - 2.a. Consideration of Extending the Agreement for Shared Assessor's Office Staff  
[4-08-2020 Joint Assessing Agreement.doc](#)
  - 3. New Initiatives**
    - 3.a. Consideration of Allocating Matching Funds for this Joint Committee
  - 4. Issues of Concern**
- Next Meeting**
- 5. Adjournment - (no later than 5:15 PM)**

AGREEMENT  
FOR OPERATION  
OF  
SHARED ASSESSING DEPARTMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF BIDDEFORD, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter "Biddeford") and the CITY OF SACO, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter "Saco"), collectively ("The Parties").

WHEREAS, pursuant to 30-A M.R.S. § 2201, et seq., municipalities are permitted 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 Cities desire to create efficiencies for the benefit of the citizens and property taxpayers of both communities; and,

WHEREAS, Biddeford is willing and able to provide assessment services through its City Assessor to Saco on a cost sharing basis and pursuant to the terms provided below.

NOW, THEREFORE, Biddeford and Saco agree as follows:

1. **Creation of Joint Department:** The Cities have previously, through vote of their respective City Councils approved this agreement, voting to create a joint Assessing Department which will be made up of shared employees between the two communities as well as employees that are hired directly by the individual cities to assist the joint efforts.
2. **Staffing of Joint Department:** The Cities will jointly share and employ the Chief Assessor for both communities. For the purpose of this agreement, one of the Cities will take the lead as the primary employer for the purpose of employment issues (see paragraph 3 and 6). The day to day oversight of the employee will be jointly shared between the Biddeford City Manager and the Saco City Administrator.
  - a. For the initial term of this agreement, the Cities agree to appoint Biddeford's Assessor to serve in the capacity of Chief Assessor for the joint department.
  - b. Each community will employ a Deputy Assessor who will have primary responsibilities to their respective community. Each deputy shall be appointed by the respective City Manager/City Administrator upon nomination by the shared Chief Assessor. While the respective deputies will remain as employees of the respective community, each will be expected to assist the Chief Assessor in any and all issues facing either community as so directed.

- c. The Cities will jointly share and employ an Assessing Listing Agent to assist both communities in determining the values of personal property and real property. For the initial term of this agreement, the Assessing Listing Agent will be an employee of the City of Saco. The Parties, through their respective City Manager/City Administrator will agree on the process of filling this new position.
  - d. Each community commits to supplying the necessary administrative support for their respective assessing offices. For the purposes of this agreement, this shall be at least 20 hours weekly of dedicated support.
- 3. **Appointment of Biddeford Assessors' Agent.** Saco's City Council has appointed the Biddeford Assessor, with the consent of Biddeford, to be the official Saco Assessors' Agent for all purposes required under law, but subject to the provisions in Paragraph 4 below, he shall at all times remain solely an employee of Biddeford.
- 4. **Scope of Services.** The Cities agree to the following scope of services for the two shared positions:
  - a. The Chief Assessor shall perform all duties and responsibilities imposed by law on the Saco Assessors' Agent, including assessing the April 1<sup>st</sup> real and personal property taxes and committing the same for collection, management of assessing personnel, 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 Saco including, appearing in any and all administrative and judicial forums to defend challenges to the Saco assessments. The duties of Saco Assessors' Agent are more clearly defined in the job description, attached as Attachment A. It is expected that over any extended period of time, the Chief Assessor will spend equal time performing duties for each community. It is the expectation that the Chief Assessor will maintain a physical presence in Saco for two (2) days each week and be available via telephone and email and in person, as needed during the regular work week, to address questions or concerns that cannot be addressed by other employees. It is understood that during commitment periods or periods of peak abatement request activity, additional physical attendance and/or time commitment may be required at the office of a particular party, and it is agreed that the Chief Assessor may, in his discretion, allocate his time such that the time demands for one party are met without sacrificing his duties for the other party.
  - b. It is the expectation that the Assessing Listing Agent will spend an equal amount of time between the two communities over any extended period of time. It will be expected that the Assessing Listing Agent will be in Biddeford City Hall at least two (2) days a week under normal circumstances.
- 5. **Assessment Data.** The data collected, analyzed and archived for each City shall physically reside in that City. All data, databases and other assessment records shall be assembled and stored for each City separately. While the merged use of the data is encouraged, the databases themselves shall remain independent entities, as they exist on the date of this agreement and each Party shall

be solely responsible for the integrity, protection, and backup of its respective data.

**6. City as Sole Employer.**

- a. The Chief Assessor shall remain an employee of Biddeford during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage. However, the Assessor shall be subject to the oversight, direction and control of the party for whom duties are being performed and shall conform to the relevant provisions of any charter, ordinance or policy of the party for whom duties are being performed.
- b. The Assessing Listing Agent shall remain an employee of Saco during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage. However, the employee shall be subject to the oversight, direction and control of the Chief Assessor.

**7. Saco Responsibility.** The Chief Assessor shall be an agent of the Saco City Administrator 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. Saco shall provide a dedicated workspace for the Chief Assessor at Saco's City Hall, complete with desk, chair, telephone, computer, and internet access and related office supplies to use when working in the City of Saco. Saco 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 Saco assessments. Saco shall provide such additional financial and administrative support for mapping, computer systems, printing, mailing and other necessary resources and functions as Saco shall deem necessary and prudent for the proper administration of the Saco assessing function.

**8. Cost.** The Cities agree to share all employment costs of the Chief Assessor and Assessing Listing Agent equally. Effective July 1, 2020, all employment costs shall include the respective professional development costs as well as the cost of the respective licenses and memberships; which shall be jointly agreed to by the respective City Manager/Administrator prior to the adoption of each community's annual budget. Quarterly, the Cities will meet to determine the amounts owed and payment will be made within thirty (30) days of the determination. The Cities, through their respective City Manager/Administrator will determine the joint budget for the operation of the joint operation, subject to the budget authorization process in each community.

**9. Indemnification.** If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Chief Assessor, or any other agents he may lawfully engage, for Saco, then Saco shall defend, indemnify and hold harmless Biddeford 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.

**10. Term and Termination of Agreement.** The initial term of this Agreement shall expire on June

30, 2022 and shall commence on the day it is signed by the Biddeford City Manager and Saco City Administrator. This Agreement may be canceled by either party upon written notice to the other party at least 60 days prior to the intended termination date. The Parties agree that any amendment to this Agreement may be upon the mutual written and affirmative action of the City Councils of both municipalities.

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

TO SACO:                      City Administrator  
                                      City of Saco  
                                      300 Main Street  
                                      Saco, ME 04072

TO BIDDEFORD:             City Manager  
                                      City of Biddeford  
                                      205 Main Street  
                                      Biddeford, ME 04005

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

13. **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the Parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation. If the Parties are unable to resolve this matter through mediation, the Parties agree to submit their dispute to binding arbitration before a single arbitrator under the rules of the American Arbitration Association.

14. **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 Biddeford

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Date

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James A. Bennett, City Manager

City of Saco

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Date

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Bryan Kaenrath, City Administrator