

*Town of Atkinson
Town Administrator
21 Academy Avenue
Atkinson, NH 03811*

November 18, 2008

Brett S. Purvis & Associates, Inc.
P.O. Box 767
Sanbornville, NH 03872

RE: Annual Assessing Services
1/1/09 – 12/31/09

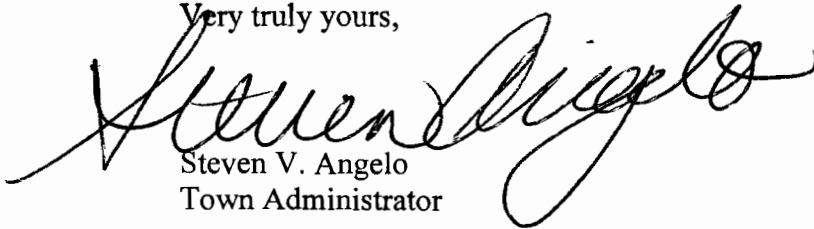
Dear Mr. Purvis:

Enclosed please find a copy of the 2009 Assessing Services Contract.

As with all Independent Contractors, the Town of Atkinson requires proof of Liability and Workers' Compensation Insurances prior to beginning this contract.

If you have questions concerning this agreement, please contact me at (603) 362-5266.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven V. Angelo". The signature is fluid and cursive, with a large loop at the end.

Steven V. Angelo
Town Administrator

Enclosure

CONTRACT PROPOSAL FOR:

ANNUAL ASSESSING SERVICES

FOR THE PERIOD

JANUARY 1, 2009 Through DECEMBER 31, 2009

ATKINSON, NEW HAMPSHIRE

October 21, 2008

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AGREEMENT FOR ASSESSING SERVICES
FOR THE PERIOD
JANUARY 1, 2009 TO DECEMBER 31, 2009

October 21, 2008

Brett S. Purvis & Associates, INC., a New Hampshire Corporation with its main office located in Sanbornville, NH, hereinafter called The Company, proposes to the Town of ATKINSON, a municipal corporation located in Rockingham County, New Hampshire, acting through its Board of Selectmen, hereinafter called the TOWN, to provide professional assessment services according to the specifications, terms, and conditions below written:

SECTION 1: SCOPE OF SERVICES

- 1.1 Subject to the terms and conditions of these specifications, The Company shall provide said Assessing Services under the direction of Rod Wood.
- 1.2 The Assessing services shall be provided in compliance with all New Hampshire laws relative to property appraisal and valuation, as well as in compliance with the Town of ATKINSON's Town charter and all municipal ordinances.
- 1.3 The term of this Agreement shall be for the period of January 1, 2009 through December 31, 2009.

SECTION 2: RESPONSIBILITIES OF THE PARTIES

- 2.1 The TOWN
 - 2.1.1 The TOWN shall provide The Company with the necessary office space, and local telephone service for the office work stage of the project.
 - 2.1.2 Upon completion of The Company' work, the TOWN shall make the necessary and appropriate changes to its CAMA software files.
- 2.2 The Company:
 - 2.2.1 The Company is responsible for fulfilling all requirements stated in these specifications in a timely fashion and in a professional and satisfactory manner.

SECTION 3: SPECIFICATIONS

The appraisal services included within the scope of this Agreement are:

- 3.1 The careful measuring, listing, and valuation (annual pickups) of new or newly modified properties as a result of the issuance of permits, filing of inventories, or any other applicable source.
- 3.2 The establishment of values for all parcels affected by subdivisions and lot line revisions.
- 3.3 The Company shall measure and list as defined in Definitions section 601.13 and 601.16, 20% of the total taxable property within the Town in a good and workmanlike manner.
- 3.4 The Company shall measure and list as defined in Definitions section 601.13 and 601.16, all tax exempt and non-taxable within a specific portion of the Town in the manner as taxable property.
- 3.5 Assist the TOWN in the administration of its Assessing function by providing a qualified person on site one (1) day per week, 48 weeks of the year, between the hours of 9:00 A.M. and 4:00 P.M. and with the following functions.
 - a. current use program
 - b. provide review and consultation as required to the taxpayer and the Board of Selectmen
 - c. calculation of land use change taxes
 - d. calculation of timber yield taxes
 - e. process applications for statutory exemptions
 - f. review requests for abatements and offer professional advice to the TOWN.

SECTION 4: CONFIDENTIALITY

- 4.1 The Company agrees not to disclose to anyone, except the TOWN, for any purpose, or permit anyone to use or peruse, any of the data on file in the Town Office, except information necessary in complying with state law and the execution of this Agreement.

SECTION 5: WORK PLAN

- 5.1 The Company expects to complete the work for Items 3.1 and 3.2 during the months of March through April and 3.3 and 3.4 prior to December 31 each year. Item 3.5 shall be completed so as to conform with the DRA's equalization process.

SECTION 6: PROJECT STAFFING

- 6.1 The Company shall be responsible for the supervision of all phases of work in this project. All work shall be done under the direct supervision and control of Rod Wood.
- 6.2 All personnel shall be over twenty-one years of age and competent to Perform the work they are called upon to do.
- 6.3 All personnel employed on the project shall be subject to the continual approval of the TOWN.

SECTION 7: COST/PAYMENT

- 7.1 The cost of the proposed service shall be \$35,760.00 annually. This fee is for the complete annual service work as stated in Section 3.1, through section 3.5. The fees as stated are all inclusive of all expenses.
- 7.2 Payments shall be made at the rate of \$2,980.00 per month pursuant to invoice terms.

SECTION 8: MANDATORY CONTRACTUAL REQUIREMENTS

The following constitute legal obligations and conditions with The Company must comply, and which will be incorporated, in their entirety and without modification, in any contract resulting from The Company' Agreement.

8.1 Assignment of Contract

The COMPANY shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the TOWN, provided, however, that claims for money due or to become due to The COMPANY from the TOWN hereunder may be assigned to a bank, trust company or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the TOWN. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims, which would have been available to the TOWN against The COMPANY in the absence of such assignment. This subsection is not intended to prohibit work being done by employees of The COMPANY.

8.2 Ownership Information

All information acquired by The COMPANY from the TOWN or from others at the expense of the TOWN in the performance of this Agreement, shall be and remain the property of the TOWN. The COMPANY agrees to take reasonable steps to ensure the security of this information under its control.

8.3 Insurance Requirements


The COMPANY will serve in the capacity of an independent contractor in these assessing services and will maintain insurance so as to protect the municipality from any and all claims for personal injury and property damage, and from claims under the Workmen's Compensation Acts including death, arising out of operation under this contract, for the entire term of the project:

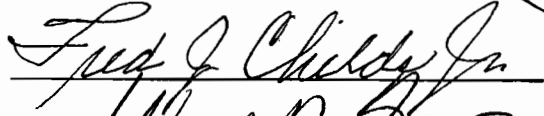
8.4 Termination of Contract

- A. Subject to the provisions of the Section titled "Force Majeure", if The COMPANY or the TOWN shall fail to fulfill its obligations under the covenants, conditions or stipulations of this Agreement, then The COMPANY or the TOWN shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. In the event of termination, all finished work and all work in process and documentation complete and incomplete shall be delivered to the TOWN. The COMPANY shall be entitled to receive just and equitable compensation for any work performed under this Agreement completed prior to the date of termination.

IN WITNESS WHEREOF, the parties have signed this agreement:

ATKINSON, N.H.

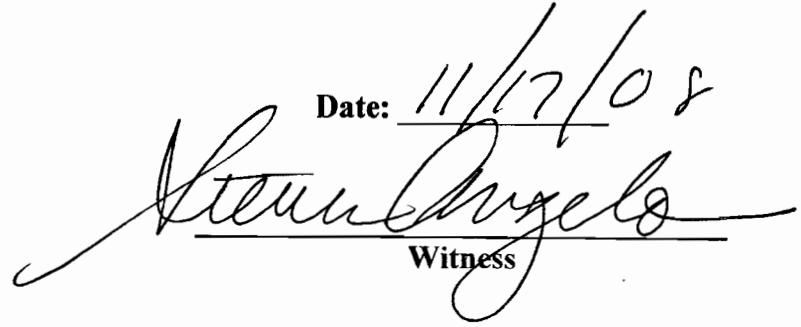
BY: 





Board of Selectmen

Date: 11/17/08

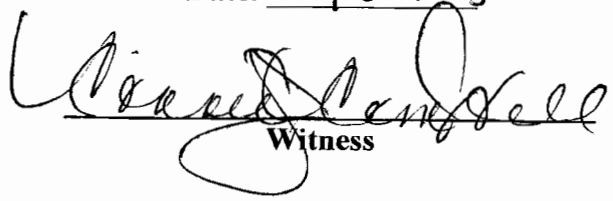


Witness

Brett S. Purvis & Associates, Inc.

By: 

Date: 10/21/08



Witness