

Tri Town
Assessing Proposal/
Contract

FOR THE TOWNS OF
FREEDOM, TAMWORTH,
& TUFTONBORO

To be effective: 01/01/2012 thru 12/31/2016

TRI TOWN ASSESSING SERVICE AGREEMENT

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TRI TOWN ASSESSING SERVICE AGREEMENT

SECTION I. Functions/Responsibilities: This AGREEMENT made this ____ day of _____, 201_, is intended to provide professional assessing/assessment services in accordance to the specifications, terms, and conditions as written below, by and between the:

Town of Freedom, a New Hampshire municipal corporation with its office at 33 Old Portland Road, Town of Freedom, County of Carroll, State of New Hampshire and a mailing address of P.O. Box 227, Freedom, NH 03836-0227;

Town of Tamworth, a New Hampshire municipal corporation with its office at 84 Main Street, Town of Tamworth, County of Carroll, State of New Hampshire and a mailing address of 84 Main Street, Tamworth, NH 03886; and

Town of Tuftonboro, a New Hampshire municipal corporation with its office at 240 Middle Road, Center Tuftonboro, NH 03816, County of Carroll, State of New Hampshire and a mailing address of PO Box 98, Center Tuftonboro, NH 03816;

(Hereinafter collectively referred to as “Towns” and individually by Town name);

And is to be provided by:

_____, a New Hampshire corporation, with its principal office at _____, State of New Hampshire and a mailing address of _____ (hereinafter referred as “Contractor”) and is lawfully entered into between the “Towns”, by their authorized representatives, the Board of Selectmen and the “Contractor” by its authorized agent, _____. For the Towns contact person responsible for administering this agreement please see the attached appendices for each individual Town.

TERMS COMMON TO ALL TOWNS

SECTION II. Duration:

- I. The duration of this agreement shall be for a period of five years and shall be effective January 1, 2012 and run through December 31, 2016.
- II. This agreement may be extended for an additional five year term following the completion of its term in 2016, subject to further agreement of the parties to be negotiated prior to the expiration of the term of the contract on December 31, 2016. There shall be no automatic renewal of this agreement without a written document signed by the parties hereto.

SECTION III: Termination/Resignation:

- I. Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of either part to terminate the Agreement subject to the terminating party giving fifteen (15) days written notice to the other party, prior to the effective date of separation.
- II. The Towns reserve the right to terminate this agreement anytime during the life of said agreement for just cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished work and all work in progress and documentation complete and incomplete shall be delivered to the appropriate Towns. If the contract is terminated by the Towns, as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Town(s) shall not preclude the Towns or the Contractor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights the Towns or Contractor may possess in the event of the Contractors' failure to perform.
- III. In the event of written notice of termination by the municipality, a ten-day (ten) period shall be allowed for the Contractor to correct violations. However, upon failure to correct the violations, the Towns will have the right to cancel the contract, upon notice of the Towns to issue termination within five (5) days of the effective date of the termination.

SECTION IV: Contractor Identification:

(Hereinafter referred as "Contractor")

Name:

Address:

Telephone:

Fax:

Email:

Contact Persons:

Title:

SECTION V: Relationship of the Parties:

- I. The relationship between the Contractor and the Towns shall be that of an Independent Contractor. As such, the Contractor shall hold the Towns, their agents, servants and employees harmless, at the Contractor's sole expense, to any liability or legal proceeding occurring as a result of the Contractors' action(s) or omissions,

including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees. It is understood by the parties that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

- II. The Contractor is an independent Contractor bound to provide the services required by this agreement and shall be accountable hereunder to the Selectmen of the Towns or their designated representatives.

SECTION VI: Insurance/Indemnification:

- I. Certificates of insurance, identifying the Towns as co-insured, will be submitted to the Towns no more than thirty-days (30) after the signing of the contract. The Towns will be notified within fifteen (15) days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.
- II. The Contractor will maintain the following insurance over the course of the contract:
 - Liability insurance for bodily injury in an amount not less than \$1,000,000.00 per occurrence;
 - Public Liability insurance with a Comprehensive General form to include, without limitation;
 - Premises, operations, completed operations, product, independent Contractor, broad form property damage, blanket contractual insurance, and personal injury;
 - Errors omissions insurance with no less than \$1,000,000.00 combined single limitation;
 - Automobile insurance written with comprehensive coverage for owned, hired and non-owned vehicles. The limit for any one accident will be \$1,000,000.00; and
 - Workers compensation insurance.

SECTION VII: Misrepresentation or Default:

- I. The Towns may void any and all contract(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality. In the event that any Contract person or employee assigned to the Municipality's is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Towns have no obligation of prior notice, and may immediately terminate any and all Contracts.

SECTION VIII: Transfers, Assignment, Sub-letting:

- I. The Contractor shall not assign or in any way transfer any interest in this agreement without prior written consent of the Towns, provided, however, that claims for money due or to become due to the Contractor from the Towns hereunder may be assigned to

a bank, trust company or their financial institution without such consent so long as notice of any such assignment is furnished promptly to the Towns. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims, which would have been available to the Towns against the Contractor in the absence of such assignment. This subsection is not intended to prohibit work being done by employees of the Contractor.

SECTION IX: Work Product:

- I. All work products used or created in conjunction with the services covered under this Agreement shall be the sole property of the individual Town, and that, in the event of cancellation or termination, such products will remain with the Towns.
- II. All work performed shall be provided in compliance with all New Hampshire laws relative to the property appraisal and valuation, as well as in compliance with any of the three Towns local charters, ordinances, and regulations.

SECTION X: Services/Accommodations:

- I. The Contractor agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services.
- II. The Contractor: The Contractor shall provide all the above-slated resources. Personal materials including calculators and field inspection equipment necessary to fulfill all requirements stated in these specifications in a timely fashion and in a professional and satisfactory manner. The Contractor shall also provide to the Town a list of personnel and vehicles used during field work.
- III. The Towns: The Towns shall provide office space with desks, tables and chairs for use by the agents and employees of the Contractor in the execution of this contract. Also, the Towns shall provide access to a computer with links to the CAMA system, access to a copier for work related documents and keys to the workspace at no cost to the Contractor.

SECTION XI: Work Schedule:

- I. The Work Schedule for each Town shall be as specified in Appendices A through C.

SECTION XII: Key Personnel Assignment:

- I. The Contractor 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 a Certified NH Assessor Supervisor.
- II. All personnel shall be over the age of twenty one and competent to perform the work they are called upon to do.
- III. The Contractor shall provide adequate documentation showing appropriate personnel testing (i.e. drug, alcohol, background, etc) has been completed on all personnel employed on the project and any future personnel that may be hired during the term of this contract.
- IV. All personnel employed on the project shall be subject to the continual approval of the Towns.
- V. All personnel MUST wear photo Id's while in the field.
- VI. All personnel must be approved by NH Department of Revenue Administration, in the grading, classifying and appraising of all property covered by its contract, and all necessary field appraising of all property covered by this contract, and shall remain so for the term of this contract.
- VII. The Contractor shall not compensate, in any way, a municipal officer or employee or any member of the family of such officer or employee in the performance of any work under this contract.

SECTION XIII: Confidentiality:

- I. The Contractor agrees not to disclose to anyone, except the Towns, 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 XIV: Scope of Services:

- I. Adequately manage and maintain but not limited to the following: exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations;
- II. Visit and assess, by way of measuring, listing and the taking of digital photos (as defined in (Department of Revenue) Rev. 601.13 and 601.16) if necessary for each property, all new or newly modified properties as a result of the issuance of permits, filing inventories, or any other applicable source.

- III. In all cases of entry, the property owner or occupant shall be at least 18 years of age or the appraiser will not enter to perform the inspection.
- IV. When the taxpayer is not at the residence, the Contractor will leave an appointment card making a second attempt to review the property, and if no contact is made the Contractor shall estimate the features of the building using the best available evidence.
- V. The establishment of values for all parcels affected by subdivision and/or lot line revisions.
- VI. Represent the Towns and their best interest in all properly filed abatements and appeals; perform field inspections, if necessary, and other studies to review all abatement request and make a recommendation to the Board of Selectmen/Assessors in writing;
- VII. Provide review and consultation as required/requested to the taxpayer, Town Administration, and/or the Board of Selectmen.
- VIII. Meet and work with State Monitors when requested by Town to ensure the Town is meeting all certification requirements of DRA and to maintain a good working relationship;
- IX. Timely completion of all data collection and data entry to enable towns to meet all State of NH applicable filing and reporting deadlines.
- X. Additional requirements for each Town shall be as specified in Appendices A through C.

SECTION XV: Compensation and Terms:

- I. In the event an Annual or Special Town Meeting fails, neglects, or refuses to raise the appropriate funds necessary to make payments for services rendered under this Agreement, the respective Towns affected by such a vote may terminate this Agreement upon providing not less than thirty (30) days notice to Contractor. In the event that one or more Towns fails to appropriate funds to satisfy the obligations of this Agreement, the remaining Towns agree to renegotiate the contract price for service with Contractor.
- II. During the life of this agreement, the Contractor will maintain separate accounting records solely logging and financially accounting for its provision of the services to each Town required under this agreement.
- III. The Contractor shall be compensated as an independent Contractor under this agreement. As such, the Contractor shall be responsible for providing F.I.C.A.,

Workmen's Compensation, and Unemployment Compensation & Liability to all employees assigned to the Towns. See Section VI.

- IV. The Towns in consideration of the services hereunder to be performed by the Contractor, agrees to pay the Contractor the amounts stated in the appendices. Payments will be made on a monthly basis.
- V. This agreement is binding upon and inures to the benefit of the parties hereto and any permitted successors or assigns of the Contractor.
- VI. This agreement shall be governed by the laws of the State of New Hampshire, Department of Revenue Administration.

IN WITNESS WHEREOF, the parties hereto and to all original counterparts hereto have hereunto set their hands by their duly authorized officers as of the day and year first above written.

WITNESS:

By Its Duly Authorized President,

, President / CEO

WITNESS:

TOWN OF FREEDOM
By Its Duly Authorized Selectmen,

Leslie R. Babb

Neal E. Boyle

Scott M. Cunningham

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WITNESS:

TOWN OF TAMWORTH
By Its Duly Authorized Selectmen,

William W. Farnum

John E. Roberts

Robert J. Abraham

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WITNESS:

TOWN OF TUFTONBORO
By Its Duly Authorized Selectmen,

William Stockman

Carolyn Sundquist

Daniel Duffy

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ATTACHMENT A (APPENDICES A THROUGH C)

APPENDIX A

TERMS SPECIFIC TO THE TOWN OF FREEDOM

From terms common to all Towns;

Special Requirements:

- 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.
- The establishment of values for all parcels affected by subdivisions and Lot line revisions.
- The Company shall measure and list as defined in NHDRA Definitions section 601.13 and 601.16, 20% of the total taxable property within the Town in a good and workmanlike manner.
- The Company shall measure and list as defined in NHDRA 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.
- Assist the TOWN in the administration of its Assessing function by providing a qualified person on site one (1) day per month on a consistent, mutually convenient scheduled basis, between the hours of 8:30 am and 3:30 pm 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. calculation of gravel taxes
 - f. process applications for statutory exemptions
 - g. review requests for abatements and offer professional advice to the Town
- Office Contact Karen Hatch 603-539-6323

PAYMENT SCHEDULE

And proposal form

<u>Period No.</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
1	Calendar Year 2012	\$ _____	\$ _____
2	Calendar Year 2013	\$ _____	\$ _____
3	Calendar Year 2014	\$ _____	\$ _____
4	Calendar Year 2015	\$ _____	\$ _____
5	Calendar Year 2016	\$ _____	\$ _____
	TOTAL	\$, .00	

OTHER CHARGES

The Town of Freedom may, for specific occasions or events, request the

Contractor's hourly rate for such services is \$ _____.

OR

Contractor's annual rate for such services is \$ _____.

APPENDIX B

TERMS SPECIFIC TO THE TOWN OF TAMWORTH

From terms common to all Towns;

Special Requirements:

- By mutual agreement between the Contractor and the Municipality the Assessor's hours will remain flexible according to the needs of the Municipality and per the availability of the Contractor's Assessing staff. The Municipality will notify the Contractor when services are needed and the Contractor shall respond accordingly.
 - Contractor shall perform field inspections on all properties that have transferred during the contract period, and investigate and verify the circumstances surrounding all sales.
 - Contractor shall provide all data entry work into the CAMA system.
 - Contractor shall perform annual assessment to sales ratio studies for the purpose of informing the Selectmen or Assessing Officials of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8 – Revised Inventory.
 - Office Contact: Cassandra Pearce 603-323-7525 X10
-
- **ALTERNATIVE BID:** The Town of Tamworth would like an alternative bid price to include the measuring and listing of 20% of the Town every year as defined in NHDRA definitions section 601.13 and 601.16.

PAYMENT SCHEDULE

And proposal form

<u>Period No.</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
1	Calendar Year 2012	\$ _____	\$ _____
2	Calendar Year 2013	\$ _____	\$ _____
3	Calendar Year 2014	\$ _____	\$ _____
4	Calendar Year 2015	\$ _____	\$ _____
5	Calendar Year 2016	\$ _____	\$ _____
	TOTAL	\$, .00	

OTHER CHARGES

The Town of Tamworth may, for specific occasions or events, request the

Contractor's hourly rate for such services is \$ _____.

OR

Contractor's annual rate for such services is \$ _____.

ALTERNATIVE BID:

<u>Period No.</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
1	Calendar Year 2012	\$ _____	\$ _____
2	Calendar Year 2013	\$ _____	\$ _____
3	Calendar Year 2014	\$ _____	\$ _____
4	Calendar Year 2015	\$ _____	\$ _____
5	Calendar Year 2016	\$ _____	\$ _____
	TOTAL	\$, .00	

APPENDIX C

TERMS SPECIFIC TO THE TOWN OF TUFTONBORO

From terms common to all Towns;

Special Requirements:

- On site at Town office two (2) days per month for public access.
- Update CAMA system (Avitar)
- Measure & List 20% of Town every year to comply with DRA requirements regarding revaluation every five (5) years.
- Contact information for Office: 569-4539 Darlene McWhirter ext 13 and Cathy Pounder ext 10.
-

PAYMENT SCHEDULE

And proposal form

<u>Period No.</u>	<u>Dates</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
1	Calendar Year 2012	\$ _____	\$ _____
2	Calendar Year 2013	\$ _____	\$ _____
3	Calendar Year 2014	\$ _____	\$ _____
4	Calendar Year 2015	\$ _____	\$ _____
5	Calendar Year 2016	\$ _____	\$ _____
	TOTAL	\$, .00	

OTHER CHARGES

The Town of Tuftonboro may, for specific occasions or events, request the

Contractor's hourly rate for such services is \$ _____.

OR

Contractor's annual rate for such services is \$ _____.