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Agreement for Professional Planning Assistance in Support of the Town of Atkinson Conservation Commission

MATCHING GRANT FOR MAPPING ASSISTANCE

This agreement is entered into between the Town of Atkinson Conservation Commission and the Rockingham Planning Commission, hereinafter called the Commission, whose address is 156 Water Street, Exeter, New Hampshire on _____, 200_.

WHEREAS, the Town of Atkinson Conservation Commission requires qualified and cost effective planning assistance with respect to the preparation of GIS maps.

WHEREAS, the Commission has been judged qualified to satisfactorily perform such mapping assistance.

WHEREAS, the Commission has received a N.H. Office of State Planning Targeted Block Grant to fund \$562.50 of the cost of conservation area maps, with the local matching funds to be provided by the Town of Atkinson Conservation Commission.

NOW THEREFORE, the parties do mutually agree as follows:

- 1. That the Commission will be retained by the Town of Atkinson Conservation Commission on a contractual basis to prepare GIS mapping more specifically described in Appendix A hereto. The effective date of the Agreement shall be the date specified above.
- 2. The Town of Atkinson Conservation Commission shall pay for service rendered pursuant to this Agreement up to a maximum total of \$1125. Payment shall be made by the Town of Atkinson Conservation Commission to the Commission according to the following schedule:

| 2.1 | \$562.50 | payable (| upon e | execution of t | his agreeme | nt. | |
|-----|----------------------|-----------|--------|----------------|-------------|-----|-----|
| 2.2 | \$562.50 project. | payable | upon | satisfactory | completion | of | the |

3. <u>Commission Services</u>

The Commission shall complete the Project to the satisfaction of the Town of Atkinson Conservation Commission no later than the Termination Date set forth in Section 6 of this Agreement.

4. <u>Title to Complete Project; Copyright</u>

The Town of Atkinson shall acquire all right, title, and interest in and to the Project and to all reports, maps, analyses, and other documents and materials prepared for this Project, including the right of re-publication.

5. Interest of the Commission

The Commission represents that the Commission has no interest and covenants, that the Commission will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and duties hereunder. The Commission further covenants that no person having any such interest shall be employed in the performance of this Agreement.

6. <u>Project Period</u>

The Project shall commence on the date of approval of this Agreement by the Commission and the Town of Atkinson Conservation Commission together. The Project shall terminate upon completion of the "Services to be Performed" as outlined in Appendix A, with all Tasks being completed not later than June 30, 2005 (hereinafter referred to as the "Termination Date") unless otherwise mutually agreed upon.

7. <u>Declaration of Default</u>

If, through any cause, the Commission or the Town of Atkinson Conservation Commission shall fail to fulfill in a timely and proper manner any or all of their respective obligations under their Agreement, either party may declare this Agreement in default by sending written notice to such effect to the other party at the address set forth above, five (5) days prior to the date set forth in such notice for discontinuance of the work. Such notice of discontinuance shall not relieve either party from its obligations incurred prior to such notice.

8. <u>Changes</u>

The Town of Atkinson Conservation Commission may, from time to time, require changes in the Scope of Services to be performed hereunder by the Commission, as outlined in Appendix A of this Agreement. Such changes, which are mutually agreed upon by and between the Town of Atkinson Conservation Commission and the Commission, shall be incorporated in written amendments to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

| In the Presence of: | For Town of Atkinson: | | |
|---------------------|--|--|--|
| ATTEST | Scott Kukshtel - Chair, Atkinson Conservation Commission | | |
| In the Presence of: | For Rockingham Planning Commission: | | |
| ATTEST | Glenn Greenwood, Assistant Director | | |

APPENDIX A

SERVICES TO BE PERFORMED

Preparation of GIS Mapping

The Rockingham Planning Commission and the Town of Atkinson will work together to produce a set of data and map graphics depicting each of 9 separate conservation areas within the town of Atkinson. The Town seeks to use the digital maps in a Conservation Commission brochure as well as maintain the maps in ArcView software.

The following tasks will be performed by the Rockingham Planning Commission:

Task 1. Data Automation

RPC will automate the following map layers for the Atkinson Conservation Commission:

- A. **Parcels**. Town will provide the latest available Composite Tax Parcel shapefile from the Town tax map vendor. RPC will geo-reference and transform this dataset as needed to be in New Hampshire State Plane, NAD83 coordinate system.
- B. **Conservation Lands**. RPC will automate the list of 9 conservation parcels provided by the Town. Conservation parcels will be automated using the composite tax parcel shapefile.
- C. **Elevation Contour Lines**. RPC will obtain or produce vector elevation contour lines from existing USGS topographic quadrangle maps. Elevations will be in meters with a two- meter contour interval. Elevation contour lines will cover the map extents of each conservation area.
- D. **Conservation Map Index**. RPC will produce a map extent index shapefile that will include a rectangle for each conservation area. The extent of each rectangle will serve as the map extent for each conservation map.

Task 2. Map Production

RPC will produce separate maps for each conservation land area and will produce an Town wide overview to serve as the index. Maps will be in PDF format and will include:

- A. Conservation area boundaries
- B. Road centerlines
- C. USGS Surface water
- D. Transportation features, such as power lines and railroads
- E. Elevation contour lines
- F. Feature names where recorded, such as roads, geographic feature names, etc.
- G. Buildings where indicated on tax maps and/or orthophoto
- H. 2003 orthophotography

Task 3. Electronic Delivery

RPC will provide the Town with information in electronic format on CD-ROM media.

- A. PDF files of all maps
- B. All input data will be provided in Shapefile format except for annotation layers, which will be converted to ArcInfo coverage format, so that the town may view it using ArcView 3.2 software