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PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated Aug. 27, 2024, is to retain professional consulting services for the **Town of Barnstead, New Hampshire** (the Client), to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

This project consists of providing Building Inspection Services to the Town of Barnstead. Peter Rowell, the MRI consultant assigned to this project will be afforded all the appropriate authority, and will assume all appropriate responsibility, normally vested in the Town's personnel.

Number of hours required to complete these services will be dependent upon the needs of the Town and availability of MRI staff. Additionally, Mr. Rowell will be available by phone and e-mail at other times (within reason) for consultation or in the event of a question or problem requiring direction.

The Town will be provided with copies of all work products created on its behalf by MRI personnel in furtherance of the responsibilities undertaken by MRI. The Town shall own the work product, and there shall be no reproduction or reuse of such work product without the Board of Selectmen's consent.

III. FEES AND CHARGES

Our services for this project will be provided on a time and expense basis at the rate of **\$75.00** per hour. Each visit required will incur a 4 hour minimum consultant charge.

Travel time will be charged at half the hourly rate after the first hour round trip and mileage will be billed at the usual IRS rate after the first 30 miles round trip.

Any attendance at hearings, depositions or other matters related to this engagement will be billed in accordance with the above terms.

IV. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement. Consultants will be assigned subject to the needs of the client and availability of MRI staff.

V. TERM

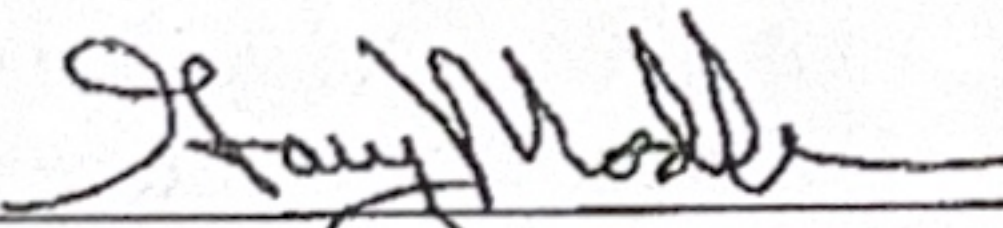
This agreement shall remain in force and effect through completion of the assignment.

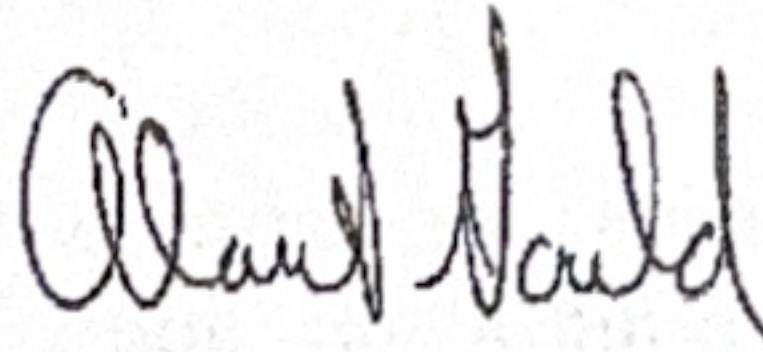
THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED

THE TOWN OF BARNSTEAD

MUNICIPAL RESOURCES, INC.





Date: 8-27-24

Alan S. Gould, President
Date: August 27, 2024

ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 15 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 15 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;



- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

The Client agrees to hold harmless, indemnify, and defend MRI consultants while any or all are acting for and on behalf of the Client as if they were acting in the capacity of an employees of the Client, within the limits, restrictions, and subject to the conditions of the Client's insurance coverage.

E. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: G.M.
Date: 8-27-24

Initialed for MRI: ASG
Date: August 27, 2024

