

AGREEMENT FOR PROFESSIONAL PLANNING ASSISTANCE
Technical Assistance to the Town of East Kingston for Housing Opportunity Grant

THIS AGREEMENT, executed as of the date set forth below and effective as of March 14, 2023 (the “**Effective Date**”), is entered into between the **Town of East Kingston**, a municipality and existing under the laws of the state of New Hampshire, with an address 24 Depot Road, East Kingston, NH 03827, (“**TOWN**”), and the **Rockingham Planning Commission**, a regional planning commission established by RSA 36:46 with an address of 156 Water Street, Exeter, N.H. (“**COMMISSION**”)

WHEREAS, the TOWN requires qualified and cost effective planning assistance with respect to the InvestNH Municipal Planning & Zoning Grant Program (administered by New Hampshire Housing Finance Authority under contract with the NH Department of Business and Economic Affairs) for developing a housing needs assessment and conducting an audit of existing housing regulations.

WHEREAS, the COMMISSION has been judged qualified to satisfactorily perform such planning assistance per the conditions of the Invest NH Grant Program and

NOW THEREFORE, the parties do mutually agree as follows:

1. That the COMMISSION will be retained by the TOWN on a contractual basis to prepare updates to the Master Plan Housing Chapter and prepare zoning regulation audit, which are more specifically described in **Appendix A** hereto. The effective date of the Agreement shall be the date specified above.

2. The TOWN shall contribute toward the costs of the service rendered pursuant to this Agreement up to a maximum total of \$16,250. Payment shall be made by the TOWN to the COMMISSION; the COMMISSION shall invoice the TOWN monthly or quarterly based on expenses, not to exceed \$16,250 during the contract period.

The payment by the TOWN in accordance to this section shall be the only and the complete reimbursement payable to the COMMISSION by the TOWN for all expenses, of whatever nature, incurred by the COMMISSION in the performance hereof.

3. **Commission Services and Project Term.** The Project shall commence on the Effective Date. 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 **July 31, 2024** (hereinafter referred to as the "Termination Date") unless otherwise mutually agreed upon. COMMISSION shall have control and discretion over the means and manner of performance of the Services provided hereunder and control over the time when the Services are performed.

4. **Interest of the Commission.** The COMMISSION represents and covenants that the COMMISSION has no interest and 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.

5. **Declaration of Default and Termination.** If, through any cause, the COMMISSION or the TOWN 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. This Agreement may be terminated by either party without cause by giving 30 days prior written notice at the addresses as specified above or with cause with notice after giving the above notice of default and giving the

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defaulting party fourteen (14) days to cure such default. On termination, TOWN shall pay COMMISSION for such work satisfactorily performed up to the point of termination in accordance with Paragraphs 2, above.

6. **Changes.** The TOWN 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 that are mutually agreed upon by the TOWN and the COMMISSION together, shall be incorporated in written amendments to this contract.

7. **Independent Contractor.** COMMISSION shall render the Services hereunder as an independent contractor and not as an employee, agent, partner, or joint venturer of the TOWN. As an independent contractor, the COMMISSION and its employees shall not be eligible by reason of this Agreement to participate in any benefit, insurance, compensation, bonus or retirement program offered at any time by TOWN other than as specifically provided for herein.

8. **Work Product.** All Work Product (as defined herein) created by COMMISSION under this Agreement is "work for hire" and is the exclusive property of TOWN and/or the respective contracting municipality or agency, and may not be shared with or disclosed to any other party without the TOWN's consent. COMMISSION hereby assigns to TOWN all right, title and interest in and to the Work Product. "Work Product" means everything that is produced, conceived or developed by COMMISSION in the course of performing Services for TOWN under this Agreement, including, without limitation, any and all reports, maps, analyses, and other documents and materials prepared for the Project, studies, documentation, notes, drawings, client lists, inventions, creations and deliverables.

9. **Compliance with Laws.** COMMISSION warrants that it will comply with all applicable state, federal and local laws in rendering services to TOWN. COMMISSION shall at all times conduct itself in good faith and in accordance with the highest ethical standards.

10. **Other Agreements.** Nothing in this Agreement shall prohibit COMMISSION from entering into the same agreement or similar agreements with any other party.

11. **Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by strikes, walk outs, inability to procure materials, failure of power, an act of God, a flood, a hurricane, extreme weather, fire, or other natural calamity, an act of a governmental agency, terrorism, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of 15 days or more, either party may terminate this Agreement by written notice to the other.

12. **Limitation of Liability.** In no event shall either party have any right hereunder against the other for any indirect, incidental, special or consequential damages including lost revenues or lost profits, even if the other party was advised or aware of the possibility of such damages. The terms of this section shall survive any termination of this agreement.

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13. **Insurance and Indemnification.** The COMMISSION agrees to maintain workers compensation insurance within statutory limits and general liability insurance in an amount satisfactory to the TOWN. COMMISSION agrees to indemnify, defend, and hold harmless TOWN, its officers, board members, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of COMMISSION's representations, warranties, or agreements hereunder; or (ii) arises out of the negligence or willful misconduct of COMMISSION.

14. **Notices.** Any notices in connection with this Agreement must be sent to each party at the addresses set forth on the first page of this Agreement or, in the event of a change of address or fax number, then to such other address or fax number as to which notice of the change is given.


15. **Miscellaneous.** Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement. The parties expressly agree that this Agreement shall be construed and governed by the law of the state of New Hampshire. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

16. **Complete Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof. The parties represent that they have read this entire Agreement and that its terms and conditions are fully understood by them. Any modification of this Agreement shall be made only by a specific written amendment to this Agreement signed by COMMISSION and the TOWN.


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

ROCKINGHAM PLANNING COMMISSION:



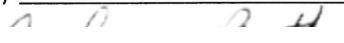
Tim Roache, Executive Director




Witness

Date: 11/31/2024

TOWN OF EAST KINGSTON:

By: Joshua Bath

_____, Planning Board Chair
Duly authorized



Witness

Date: 2/16/24

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APPENDIX A

SERVICES TO BE PERFORMED

The following tasks will be performed by the Rockingham Planning Commission to assist the Town of East Kingston per the scope of work identified in Exhibit A of the InvestNH Housing Opportunity Grant Agreement. RPC will submit monthly reports of grant activity as required by the InvestNH Grant Agreement on behalf of the Town of East Kingston after review by the Town.

Work Tasks

	Task Description	Completion Date & Deliverables	Cost
<p>Task 1. Analysis of Needs Assessment Reports& Data</p>	<p>Rockingham Planning Commission (RPC) will work with the Planning Board to develop and review background information and cross-reference this data to the vision and goals found within the existing Master Plan and other community planning documents.</p> <p>This task will develop a housing needs assessment that includes demographic and housing information from census and local data sources, RPC’s Regional Housing Needs Assessments, the Housing Survey completed in 2023 and public input from additional Community Engagement outlined in Task 3.</p> <p>RPC will meet with the Planning Board up to three times to review and provide input on the housing needs assessment. RPC will also present the Housing Needs Assessment at a regular Planning Board meeting or special Planning Board meeting with intention to address questions and incorporate public feedback. The RPC will also work with the Planning Board to draft potential housing goals for East Kingston that could be incorporated into a Housing Master Plan chapter.</p>	<p>April 2024, with Planning Board review meetings scheduled for February - April 2024.</p> <p>Deliverables: Housing Needs Assessment Report</p> <p>Presentation to be held at a Public Meeting to present Needs Assessment.</p> <p>Draft Housing Master Plan Goals</p>	<p>\$5,000</p>
<p>Task 2. Regulatory Audit.</p>	<p>RPC will conduct an audit of East Kingston’s land use regulations, including the multi-family housing ordinances, to identify opportunities to make modifications to existing regulations or enact new regulations to promote the goals and actions found within the existing Master Plan and draft goals identified in the Housing Needs Assessment under Task 1.</p> <p>The audit will include recommendations to assist the town in meeting its identified housing goals and actions, along with fulfilling housing requirements under state law. The recommendations will then be ranked for feasibility based on input from public engagement received during this project and previous Town planning efforts, the supplementary housing needs assessment in Task 1, the existing Master Plan vision and housing sections, and input from the Planning Board.</p> <p>RPC will meet with the Planning Board up to three times to review and provide input on the regulatory audit. RPC will also present the Regulatory Audit at a regular Planning Board meeting or special Planning Board meeting with intention to address questions and incorporate public feedback.</p>	<p>June 2024, with Planning Board review meetings scheduled for May 2024.</p> <p>Deliverables: Regulatory Audit</p> <p>Presentation to be held at a Public Meeting to present the Regulatory Audit.</p>	<p>\$9,000</p>

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<p>Task 3. Community Engagement</p>	<p>RPC will work with the Planning Board and East Kingston town staff reach out to East Kingston officials, staff, and town volunteers to gain feedback regarding the housing needs of those individuals. The outreach will be done via an online survey to be sent to all officials, department heads, and boards. This survey will ask targeted questions aimed at this community segment and will include reaching out to the East Kingston schools, emergency services, and town staff.</p> <p>Both the Housing Needs Assessment (Task 1) and the Regulatory Audit (Task 2) will be presented at a regular Planning Board meeting or at a specially scheduled meeting. These presentations will also be given in a manner that can be recorded and posted (on RPC’s YouTube Channel or comparable platform) so that a link to the presentation can be posted on the East Kingston town website. RPC will work with East Kingston to publicize both presentations.</p>	<p>Surveys to be developed during February 2024 and conducted during March 2024</p> <p>Presentation notices to be developed in April and June 2024.</p> <p>Deliverables: Survey to target housing needs of East Kingston officials, staff and volunteers.</p> <p>Developing and publishing notices regarding the Needs Assessment and Regulatory Audit presentations, including materials for posting on town website.</p>	<p>\$2,250</p>
		<p>Total</p>	<p>\$16,250</p>