

**AGREEMENT FOR PROFESSIONAL PLANNING ASSISTANCE**

**Between**

**The ROCKINGHAM PLANNING COMMISSION and the TOWN OF RYE, NEW HAMPSHIRE**

***MASTER PLAN VISION CHAPTER PRELIMINARY UPDATE***

**THIS AGREEMENT**, executed as of the date set forth below and effective as of \_\_\_\_\_, 2021 (the "**Effective Date**"), is entered into between the **Town of Rye**, a municipal corporation organized and existing under the laws of the state of New Hampshire, with an address of 10 Central Road, Rye N.H. 03870, ("**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 to prepare a preliminary update of the Rye Master Plan Vision Chapter.

WHEREAS, the COMMISSION has been judged qualified to satisfactorily perform such planning assistance.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**. That the COMMISSION will be retained by the TOWN on a contractual basis to work with the Planning Board to prepare preliminary update of the Rye Master Plan Vision Chapter which is more specifically described in **Appendix A** hereto. The effective date of the Agreement shall be the date specified above.
2. **Compensation**. Payment in the amount of \$8,000 shall be made by the TOWN to the COMMISSION for the services provided according to the following schedule:
  - 2.1 \$4,000 payable upon execution of this agreement.
  - 2.3 \$4,000 payable upon completion of deliverables and services specified in Appendix A Services to be Performed.

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 **December 1, 2021** (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 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 venture 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.

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 and hold harmless TOWN, its officers, board members, employees and agents with respect to any claim, demand, cause of action 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.

**Agreement for Planning Services; Rockingham Planning Commission and Town of Rye, N.H.**  
**RE: Master Plan Vision Chapter Preliminary Update**

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

**ROCKINGHAM PLANNING COMMISSION:**

By: \_\_\_\_\_  
Tim Roache, Executive Director

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

**TOWN OF RYE, N.H.:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair of the Select Board  
Other as duly authorized

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

**APPENDIX A**  
**Town of Rye – Master Plan Vision Chapter Preliminary Update**  
**SERVICES TO BE PERFORMED**  
**March 8, 2021 – December 1, 2021**

**General Overview of Update Approach**

The Scope of Work outlined below is intended to provide a preliminary update of the Rye Master Plan Vision Chapter to create a draft framework in preparation for a more comprehensive Chapter update. The resulting Vision Chapter framework will be easy to navigate, provide clear guidance and recommendations for the town, decision makers, land use boards and commissions, and community stakeholders.

<b>Task</b>	<b>Description</b>	<b>Budget</b>
Task 1	<b>Community Outreach:</b> Conduct online surveys to various stakeholders (up to 3 surveys); implement a series of two (2) video conference/workshop visioning sessions on topical issues (e.g. environment, flood impacts, land use, municipal services)	\$2,000
Task 2	<b>Informational Materials:</b> Prepare online content for the Planning Board website and prepare up to two (2) pre-recorded topical videos for website and social media platforms	\$2,000
Task 3	<b>Public Input Results:</b> Develop summary report of public input results	\$1,500
Task 4	<b>Vision Chapter Framework:</b> Draft Master Plan Vision Chapter framework detailing themes (e.g. climate change, environment and natural resources, infrastructure, municipal services, community needs) and incorporating public input results and draft recommendations. Up to 6 meetings with the Long Range Planning Committee.	\$2,500
<b>TOTAL</b>		<b>\$8,000</b>