

**Agreement for Professional Planning Assistance  
in Support of the Planning Board of the Town of Rye NH**

**CONTRACT FOR CIRCUIT RIDER SERVICES**

This agreement is entered into between the Rye Planning Board and the Rockingham Planning Commission, hereinafter called the Commission, whose address is 156 Water Street, Exeter, New Hampshire on July 1, 2023.

WHEREAS, the Town of Rye requires qualified and cost effective planning assistance with respect to general planning services;

WHEREAS, the Commission has been judged qualified to satisfactorily perform such planning assistance;

WHEREAS, the Planning Commission will provide a cost effective method of contracting for general planning services;

NOW THEREFORE, the parties do mutually agree as follows:

1. That the Commission will be retained by the Rye Planning Board on a contractual basis to perform general planning services otherwise known as Circuit Rider Services which are more specifically described in Appendix A hereto. The effective date of the Agreement shall be the date specified above. This agreement will modify and replace any other agreement in existence for these services.
2. The Town of Rye shall pay for Services rendered pursuant to this Agreement up to a maximum total of \$35,040. The Commission shall invoice the Town of Rye monthly or quarterly based on expenses, not to exceed \$35,040 during the contract period.
3. Commission Services

The Commission shall complete these services to the on-going satisfaction of the Rye Planning Board for the time period set forth in Section 6 of this Agreement.

4. Title Complete Projects; Copyright

The Town of Rye shall acquire all right, title, and interest in and to all reports, maps, analyses, and other documents and materials prepared in conjunction with Circuit Rider Services that are rendered, 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. Contract Period

The Contract shall commence on July 1, 2023 with the approval of the Rye Planning Board and the Rockingham Planning Commission together and continue for 12 months ending on June 30, 2024, unless otherwise mutually agreed upon.

7. Declaration of Default

If, through any cause, the Commission or the Rye Planning Board shall fail to fulfill in a timely and proper manner any or all of their respective obligations, including payment, 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. Changes

The Rye Planning Board 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 Rye Planning Board and the Commission, shall be incorporated in written amendments to this contract. Additional levels of service, projects, or tasks may require modifications in the cost for the services.

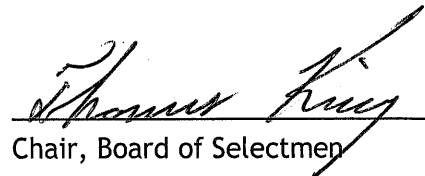
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

In the Presence of:

For Rye Board of Selectmen:


  
\_\_\_\_\_  
ATTEST

  
\_\_\_\_\_  
Chair, Board of Selectmen

In the Presence of:

For Rockingham Planning Commission:

\_\_\_\_\_  
ATTEST

  
\_\_\_\_\_  
Tim Roache, Executive Director

\_\_\_\_\_

**APPENDIX A**  
**SERVICES TO BE PERFORMED**  
**Circuit Rider Services**  
**for the Rye Planning Board.**

The following tasks will be performed by the Rockingham Planning Commission to assist the Rye Planning Board in the provision of Circuit Rider Services. All services may be conducted by electronic means in circumstances where such services can be provided in a manner that is acceptable to all parties for health, safety, or efficiency purposes, and then only in compliance with the provisions of RSA 91-A. Task 1 shall be paid in accordance with clause 2, above, and shall be due in accordance with this contract.

**Task 1**

These services are those services that provide general planning assistance to the Planning Board, including but not limited to attendance at planning board meetings, assistance in the administration of plan review, answer questions from applicants, assist the planning board during meetings, provide research and literature searches for information requested by the planning board, coordinate planning board reviews, and act as liaison on an as needed basis between the board and legal counsel, other town boards and officials and any other entity. Also provided are other services reasonably necessary to the board and its functions that are **not attributable** to the administration of a particular application before the Board.

As needed the RPC can assist with minor amendments to the zoning ordinance, subdivision, site plan regulations, posting and adoptions of these amendments, assisting in legal compliance for public hearings, and providing timely suggestions for new amendments. This task incorporates the usual and customary changes that occur from year-to-year during operation of the planning board. Comprehensive amendments or development of new ordinances, regulations or policies, or master plan updates, typically require a separate contract for services where the scope of such work exceeds that which is contemplated within this task.

Services shall include attendance and travel time for 24-night meetings (4 hrs. at each meeting) per year and 32 hours of general assistance and office time per month for the contract year provided from the Rockingham Planning Commission's office or the Rye town office. The hourly rate for services is \$73 per hour.

Time:	Night Meetings	4 hours x 24 = 96 hours
	Office Hours	Up to 16 hours x 12= 192 hours
	General Assistance	Up to 16 Hours x 12 = 192 hours
	<b>Contract Total</b>	<b>480 hours x \$73/hr= \$35,040</b>