

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 25th day of May, 2022 to commence June 1, 2022:

CLIENT

Town of Canton
4 Market Street Collinsville, CT 06022
(the "Client")

CONSULTANT

Paige S Walton
2432 Dairy Road Cosby, TN 37722
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - a. Services to include completion of all matters regarding the 2022 Grand List;
 - b. Analyzing client needs regarding pending tax appeal cases, to include appraisal review, assistance in answering discovery, client representation in court and negotiating tax assessment settlements as appropriation behalf of the client;
 - c. Overseeing 2023 contracted state mandated revaluation commenced in early 2023 for October 1, 2023; supervise related consultant/appraisal activity of special use properties; and
 - d. Resolving assessment related taxpayer issues & concerns, and providing valuation forecasting, exemption qualification determinations as necessary.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2024 subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USO (US Dollars).

COMPENSATION

1. The Consultant will charge the Client for the Services at the rate of \$55.00 per hour (the "Compensation").
2. The Client will be invoiced every two weeks.
3. Invoices submitted by the Consultant to the Client will be paid within thirty (30) days of receipt.
4. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
 - a. Work Hours: The parties agree that the average hours per week will be approximately eight (8). The Consultant agrees not to work or bill more than twenty-five (25) hours in any one-week period without written approval of the client. The Consultant also agrees that seventy-five (75) percent of all work is approved for remote work and includes supervision of office staff and access by email or phone when necessary.

CONFIDENTIALITY

1. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
2. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

1. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

2. Consultant further acknowledges that:
 - a. The Client will make no contributions toward Social Security benefits in the name of the Consultant it being the sole obligation of the Consultant to make any contributions that may be required by law.
 - b. The Consultant is not eligible for Unemployment Compensation benefits upon the termination of this Agreement.
 - c. The Client will not provide any liability or other insurance coverage for the benefit of the Consultant.
 - d. The Client will not provide any medical, retirement, or other benefits beyond the compensation previously mentioned.
 - e. The Consultant shall also be responsible for the cost of Workers' Compensation, general liability, and the Unemployment Compensation insurance as may be required by law.

AUTONOMY

Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement. In order to provide security and appropriate access to Town and third-party software, the Consultant will be provided with a laptop with the appropriate software and access to the Town network. The Consultant will be responsible for the security and appropriate usage of the laptop.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Town of Canton
Chief Administrative Officer – 4 Market Street, P.O. Box 168, Collinsville, CT 06022
- b. Paige S. Walton
2432 Dairy Road, Cosby, TN 37722

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE

Consultant will continue to provide services until a qualified Assessor is retained for permanent full-time employment by the Client and new hire is sufficiently acquainted with ongoing projects, tax appeal cases, exemption programs, etc.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut.

SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

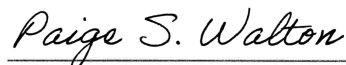
WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 25th day of May, 2022.



Robert Skinner, Chief Administrative Officer



Paige S. Walton, Consultant