

**TAX INCREMENT FINANCING MASTER PLAN CONSULTING
SERVICES AGREEMENT**

THIS CONTRACT is made as of the 24th day of June 2016, by and between the Town of Canton a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and Camoin Associates, of 120 West Avenue, Saratoga Springs, New York (hereinafter "Consultant").

WHEREAS, the Town has issued a Request for Proposal to provide Tax Increment Financing Master Plan Services (hereinafter referred to as the "RFP"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Consultant submitted a proposal in response to the RFP dated January 22, 2016, which proposal was then amended by a subsequent revised proposal dated May 2016 and an amendment to the revised proposal emailed on May 18, 2016 describing the scope of work and cost for phase II of consulting services (hereinafter collectively referred to as "Proposal"), a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Consultant to perform all the services as specified in the RFP; and

WHEREAS, the Town and the Consultant desire to enter into a formal contract for the performance of these services;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General - The Consultant agrees to perform services as described more fully in the attached RFP, attached Proposal, and this Agreement (collectively referred to as "Contract Documents"). The Consultant also agrees to all of the terms and conditions set forth in the Contract Documents. This contract shall cover all the work to be performed described as Phase I in the Proposal. Phase II shall be performed as outlined in the proposal only if agreed to by the Town at a later date.

2. Term - The services provided under this contract shall be completed by September 9, 2016. This Contract cannot be extended without the written approval of both parties.

3. Payments: Consultant shall be paid a fixed sum of NINETEEN THOUSAND FIVE HUNDRED TWENTY (\$19,520) DOLLARS for all services as indicated in the contract documents. Consultant shall submit an invoice monthly for the percent of work that has been completed in the prior thirty days. Each invoice shall include the specific tasks completed for which Consultant is seeking payment. Payment for work performed is contingent upon approval of the Chief Administrative Officer or his/her designee (the "CAO"). The Town shall pay the invoice within 30 days of the CAO's approval.

4. Right to Terminate – The Town shall have the right to terminate all or a portion of this Contract for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the CAO's determination that proceeding with the Contract is not in the Town's interest. In the event of termination, the Town shall be liable to the Consultant for services performed to date and approved by the CAO in accordance with Paragraph 3, above.

5. Non-Employment Relationship - The Town and the Consultant are independent parties. Nothing contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Consultant understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Consultant shall be solely responsible for any applicable taxes.

6. No Misrepresentations or Omissions - No representation, warranty or statement of the Consultant in the Proposal or this Agreement, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

7. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.

8. Entire Agreement - It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.

9. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.

10. Connecticut Law and Courts - This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit,

action or proceeding arising out of this Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

11. Defense and Indemnification - The Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from services provided by the Consultant. The Consultant also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Consultant's defense or indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of the Consultant, or anyone directly or indirectly employed by the Consultant, or anyone for whose acts the Consultant is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Consultant under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

12. Compliance with Laws - The Consultant shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety and environmental requirements.

13. Insurance - Consultant shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits and a one million dollar (\$1,000,000) umbrella liability policy. The Consultant shall provide Worker Compensation insurance as required by the State of Connecticut. The Consultant shall further provide Automobile bodily injury and property liability coverage with a combined limit per accident of one million dollars (\$1,000,000). Consultant shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.

14. Ownership of Documents - all records, sketches, drawings, models, renderings field notes, field books, and other documents, (electronic or hard copy) prepared by or received by the Consultant during the performance of the terms of this contract shall become the property of the Town.

14. No Assignment - The Consultant shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without prior written consent of the CAO or the CAO's designate.

15. Execution - This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more

counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract this 24th day of June 2016.

Camoin Associates

Jim Damicis JIM DAMICIS
By its Senior vice President

Town of Canton

Robert H. Skinner
Robert H. Skinner
Chief Administrative Officer