

ASSESSMENT SERVICES AGREEMENT

This Agreement is by and between Town of Canton ("Canton") with an address at 4 Market Street, Collinsville, Connecticut, and the Town of Avon ("Avon") with an address at 60 West Main Street, Avon, Connecticut.

STATEMENT OF FACTS

- A. Canton wishes to purchase the services of Avon's Tax Assessor and Tax Assessment Clerk to perform the services set forth in this Agreement for the fee set forth herein.
- B. Avon wishes to provide clerical and tax assessor's services.

IT IS AGREED:

- 1. Term. The services provided hereunder shall commence on July 1, 2015 and shall cease on June 30, 2016, subject to earlier termination as set forth herein.
- 2. Termination. Canton may terminate this Agreement without cause upon thirty (30) days prior written notice to Avon. Avon may terminate this Agreement, without cause, upon ninety (90) days written notice to Canton. In the event that any fees payable hereunder are not paid when due, after notice and a period of ten (10) days within which to cure, Avon may terminate this Agreement upon thirty (30) days written notice to Canton.
- 3. Services. Avon shall provide the services of its current Tax Assessor ("Assessor") and Assessment Clerk ("Clerk") to Canton. Excluding legal holidays observed by Avon, the Assessor or Clerk shall be available to Canton an average of eleven (11) hours per week during the term of this Agreement. The Assessor shall perform his duties under the direct supervision of Canton's Chief Administrative Officer. In the event of any change in the identity of the Assessor or Clerk, prior written notice thereof shall be given to Canton by Avon. The specific services to be provided shall include, but not be limited to the following ("Services"):
 - a) Complete the 2014 Motor Vehicle Supplemental Grand List;

b) Real Estate:

Complete and price all necessary field work for the October 1, 2015 Grand List;

c) Personal Property:

Complete all personal property for the October 1, 2015 Grand List;

d) Motor Vehicle:

Complete the 2015 Motor Vehicle Grand List;

e) Complete all state and local reports as required;

f) Complete request for reimbursement from the State of Connecticut for additional veterans' benefits and any other appropriate State reimbursements;

g) Provide taxpayer assistance as needed.

The Services to be provided hereunder shall be provided in accordance with all applicable federal, state and local laws and regulations.

In the event of the death, disability, or termination of the Assessor as an employee of Avon, the obligation of Avon to provide the foregoing Services shall terminate as of the date of such an event at the option of Avon upon the giving notice thereof to Canton. Payments due Avon shall be pro-rated accordingly.

4. Fee. In consideration for the Services, Canton shall pay the sum of \$55,488 to Avon in installments of \$4,624.00 payable on the 10th day of each month commencing July 10, 2015. In addition to the fees payable hereunder, Canton shall reimburse Avon or the Assessor or Clerk, as the case may be, for mileage incurred in performing the Services at fifty seven and one half cents (\$.575) per mile (or current IRS Rate), postage, and for the cost of reasonable supplies not provided by Canton. Avon shall provide sufficient documentation of reimbursable expenses actually incurred.
5. Facilities/Supplies. Canton shall provide reasonable office space for the Tax Assessor and Clerk at the Canton Town Offices, together with appropriate furniture, office equipment, supplies, telephone and other utilities, parking and adequate access to all assessment records and data of Canton at no cost to Avon.

6. No Employment Contract. This Agreement is for services provided by Avon to Canton on an independent contractor basis. Nothing herein shall be construed as an employment contract nor shall the Assessor be deemed an appointed assessor for Canton. Avon shall indemnify and hold Canton harmless for any liability for withholding taxes, FICA, FUTA, workers' compensation and the like, which may be incurred or suffered by Canton as a result of this Agreement.

7. Entire Agreement. This Agreement contains the Entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

8. Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given shall be in writing, signed by the party giving such Notice and shall be hand delivered or sent, postage prepaid, to the parties at the addresses as set forth in this Agreement. Any party shall have the right to change the place to which such Notice shall be sent or delivered by similar notice sent in like manner to all other parties hereto.

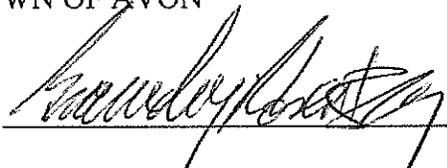
Dated this 16th day of JUNE, 2015

TOWN OF CANTON

By  _____

Its CAO

TOWN OF AVON

By  _____

Its