GENERAL AGREEMENT FOR SERVICES

This Independent Contractor Agreement (the "Agreement") is made and entered on _____ __, 2012, by and between the Town of Raymond, Maine (the "Town") and Greater Portland Council of Governments, a Nonprofit Corporation located in the State of Maine (the "Contractor" or "GPCOG") (collectively referred to as the "Parties" or individually as a "Party").

The Parties agree as follows:

I. SERVICES: The Contractor agrees to provide services consisting of:

The Contractor's performance of work and services shall conform to normally accepted professional standards and must meet expectations of the Board of Selectmen and the Town Manager. Services pursuant to this Agreement shall not include any services provided by GPCOG to the Town by virtue of the Town being a member of GPCOG and paying member dues separate from the payments required pursuant to this Agreement. Specific services pursuant to this Agreement to include the following:

(1) Provide the Town of Raymond Board of Selectmen and the Planning Board with consulting services to assist them and the Town staff in drafting, revising, analyzing ordinances and pursuing various economic development initiatives.

(2) The Contractor agrees to perform the following ordinance-related services:

a. Provide assistance in drafting revisions and additions to Town land use ordinances, plans and studies.

b. Attend ordinance workshops and other relevant meetings to further the effort of drafting revisions and additions to Town land use ordinances, plans and studies.

c. Provide counseling, technical advice and support to Town staff relating to editing and maintenance of Town documents.

(3) The Contractor agrees to perform the following economic development-related services:

a. Attend Raymond Revitalization Committee meetings and other meetings as Town staff direct in order to provide assistance in identifying opportunities and policy recommendations to enhance economic activity.

b. Work with the Raymond Revitalization Committee and other groups or bodies as Town staff direct in order to confirm the Committee's goals and develop and implement actionable economic development tasks.

c. Provide assistance in drafting an economic development policy.

d. Provide counseling, technical advice and support to Town staff relating to editing and maintenance of Town documents related to economic development.

II. TERM: The Contractor shall provide services to the Town pursuant to this Agreement for a term beginning on July 1, 2012 and ending on June 30, 2013 (the "Agreement Term").

The Company and the Contractor agree that this contract will renew automatically, under the same terms, for two (2) subsequent years upon an annual review by the Board of Selectmen. If the Parties wish to amend specific terms of the agreement, they may do so upon written agreement agreed to and approved by both Parties.

III. PERSONNEL: The Contractor shall provide the personnel to provide the services required under this Agreement as provided in its proposal. The Contractor agrees to assign Caroline Paras as the primary contact for economic development-related services and Stephanie Carver as the primary contact for ordinance-related services. The Contractor may utilize other staff members in the performance of its duties under this Agreement. Should the Contractor be required to replace either of its lead staff persons, it shall notify the Town and seek its approval of the replacement.

The Contractor represents that it has, or will secure at its own expense, all personnel required to perform its services under this Agreement. Such personnel shall not be, nor hold themselves out to be, employees of the Town. The Contractor, consistent with its status as an independent contractor, further agrees that its personnel, including its subcontractors, will not hold themselves out as, nor claim to be, officials or employees of the Town.

IV. COMPENSATION: For services provided, the Town will pay the Contractor in the amounts described below.

$60.00 per hour for ordinance-related services up to an annual maximum of $4,000.00. If the annual maximum amount is reached, the Parties will need to consider a potential extension of the terms beyond the annual maximum amount.

$78.00 per hour for economic development-related services up to an annual maximum of $7,000.00. If the annual maximum amount is reached, the Parties will need to consider a potential extension of the terms beyond the annual maximum amount.

Services may be billed biweekly with payment due within 14 days of receipt of invoice from Contractor.

No work completed by the Contractor will be compensated pursuant to this Section IV if such work falls within the scope normally provided to members of GPCOG in exchange for a separate member dues payment as long as the Town remains a member of GPCOG. No work completed by the Contractor will be compensated pursuant to this Section IV if such work is covered by a grant.

The Contractor will be responsible for promptly providing Town staff with detailed documentation that explains what services are covered by member dues, what services are covered by grants and what services are provided pursuant to this Agreement. Before initiating a new project for the Town, the Contractor will provide Town staff with the opportunity to review the sources of payment for such project.

V. INSURANCE: The Contractor shall carry and maintain in force comprehensive general liability insurance, and shall name the Town as an additional insured under said policy. The Contractor's liability insurance policy shall provide comprehensive coverage against claims for personal injury, death, property damage, including the negligent loss, damage and/or destruction of valuable papers and Town records and documents. Liability limits shall not be less than $1,000,000.00 for any and all claims arising out of a single occurrence. To the extent permitted by law, as such insurance provided by the Contractor shall be carried in favor of the municipality and its officers, employees and agents as well as in favor of the Contractor. The Contractor shall not deny liability because of any legal defense or statutory immunity to which the municipality is entitled by reason of being a municipality. All certificates of insurance showing policies

covering insurance described herein shall be filed with the municipal officers before the Contractor commences any work. The Contractor also agrees to maintain such insurance at all times during this Agreement, and to provide proof of such insurance upon request.

The Contractor shall also carry Worker's Compensation insurance covering its employees, and provide the Town with proof of such insurance prior to commencing work. The Contractor also agrees to obtain and maintain unemployment insurance for its employees.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

VI. EXPENSES: Expenses to be borne by Contractor are as follows:

(1) The Contractor shall furnish a vehicle for use in performance of services during normal business hours. The Contractor shall maintain comprehensive automobile insurance coverage, ensure that all drivers in its employ are properly licensed and insured, and ensure that all such vehicles are properly inspected and registered.

(2) The Contractor shall bear expenses incurred in maintaining all certifications and Licenses necessary for the Contractor to provide services as stated in Section 1 of this Agreement.

(3) The Contractor shall furnish materials, tools, and equipment, except as otherwise specified in the RFP deemed by both Parties to satisfactorily perform the services required by this Agreement.

(4) The Town shall furnish adequate administrative assistance and cooperation to assist Contractor in performing the services required under this Agreement. The Contractor shall maintain a separate place of business.

(5) The Contractor shall bear all other expenses incurred in the performance of this Agreement.

VII. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and **not** an employee of the Town. The Contactor is not entitled to any of the benefits provided to the employees of the Town. The Contractor is not subject to, nor shall it derive any benefit from, Town personnel policies regarding

employees. The Contractor shall directly pay, from the Contractor's own funds, all state and federal income taxes, social security and Medicaid taxes, unemployment insurance, and all other amounts due to any state or federal authorities on account of the work to be performed by the Contractor under this Agreement. In the event any state or federal agency shall determine that the Contractor is not an independent contractor for payroll withholding purposes, the Town shall be entitled to deduct from amounts otherwise due to the Contractor all state and federal withholding amounts and taxes which may be required by law.

VIII. WARRANTY: The Contractor warrants:

That it is familiar with all State Statutes, rules, regulations and orders which may in any way affect the services.

(1) That it will maintain all certifications required through the "Agreement Term".

(2) That in the performance of its services, it will perform in accordance with applicable standards of conduct for professionals in the field.

(3) That it is financially solvent, is experienced in and competent to perform the services and is able to furnish the materials, tools and equipment required by Section I, Section V and Section VI of this Agreement.

(4) That it shall treat and maintain all information, documents, records and other data it obtains during the Agreement Term confidentially as required by law and statute, and shall not share, publish, or otherwise disseminate such information unless authorized by the Town, by law or by legal process.

IX. TERMINATION:

(1) In addition to any and all other rights the Parties may have available according to law, if the Town or the Contractor defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such

notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

(2) The Town reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Contractor, whenever the Town, in its sole discretion, determines it to be in the Town's best interests to do so. In the event of a termination under this Section IX.2, the Contractor shall be entitled to receive all compensation earned through the effective date of the termination, as well as an additional payment equal to one-sixth (1/6) of the contract amount, as full and final compensation for all services performed or to have been performed under this Agreement.

(3) The Contractor reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Town, whenever the Contractor, in its sole discretion, determines it to be in the Contractor's best interest to do so. In the event of a termination under this Section IX.3, the Contractor shall be available to provide services through the effective date of termination and shall be entitled to receive all compensation earned through the effective date of termination as full and final compensation for all services performed or to have been performed under this Agreement.

X. FORCE MAJEURE: Provided such Party gives written notice to the other of such event, a Party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from doing so doing by any cause beyond the reasonable control of said Party.

XI. RETURN OF PROPERTY: All drawings, notes, documents, plans and specifications or other material to be developed under this Agreement, in either electronic or hard copy format at the election of the Town, shall become the property of the Town and be promptly delivered to the Town upon the completion of services under this Agreement or sooner upon the Town's written request, or the termination of the Agreement. The Contractor agrees herein that the Town may withhold any final payment(s) due to Contractor until such drawings, notes, documents, plans and specifications or other material are delivered to the Town.

XII. INDEMNIFICATION: The Contractor agrees to defend, indemnify and hold the Town, including its officials, representatives and employees, harmless against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death), damages,

malfeasance or malpractice, or property damage arising out of or caused by the performance of services under this Agreement by the Contractor. Contractor further agrees to indemnify and hold the Town harmless from and against any additional cost or expense, including back-up withholding, penalties, interest and insurance premiums, incurred by the Contractor on account of any invalidation of the Contractor's "independent contractor" status by any state or federal office or agency.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges or immunities provided by law. The Contractor agrees that the Town may, at its election, control the defense of any action or claim that is within the scope of the Contractor's responsibility to defend hereunder at Contractor's cost and expense. In any event, the Contractor and the Town agree to cooperate with each other in the defense of any action or claim (whether controlled by the Contractor or the Town) and shall keep each other apprised of all material developments in, and shall consult with each other concerning, any such action or claim. The Contractor shall not admit any liability or settle any such action or claim without first obtaining Town's consent.

XIII. CUMULATIVE RIGHTS: The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

XIV. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XV. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

XVI. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or

written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Town and the Contractor.

XVII. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Town:

Town of Raymond
c/o Town Manager
401 Webbs Mills Rd
Raymond, Maine 04071

Contractor:

GPCOG
68 Marginal Way
Portland, Maine 04101

Either Party may change such addresses from time to time by providing notice as set forth above.

XVIII. ALTERNATIVE DISPUTE RESOLUTION: The Parties mutually agree that any dispute over the terms, conditions, application, compliance and/or alleged breach of this Agreement shall be resolved in the following manner, unless both Parties agree in writing to a different method:

Informal Process: The Parties will first attempt to informally meet to discuss any dispute. A party may request that prior to such meeting the complaining Party submit a description of the complaint or concern in writing.

Mediation: The Parties will mutually agree upon a mediator to mediate any dispute. A Party shall make a written request for mediation, and deliver such notice as set forth in Section XVII. Such mediation shall be non-binding, and shall take place within thirty (30) days after the written request is made, or in accordance with the mediator's schedule and availability. The Parties shall provide any information sought by the mediator for this process. If the Parties cannot agree on a mediator, the Parties shall each select a mediator, and those two mediators shall agree upon the mediator. Each side shall bear their own costs of mediation, including attorney's fees, if any.

Arbitration: The Parties will mutually agree upon an arbitrator to mediate any dispute. A Party shall make a written request for arbitration, and deliver such notice as set forth in Section XVII. Such arbitration shall be binding, and the Parties agree any such decision by the arbitrator shall not be subject to appeal or further legal action, except for an action to enforce the decision and any award, which must be filed in the Maine Superior Court. The arbitration shall take place within thirty (30) days after the written request is made, or in accordance with the arbitrator's schedule and availability. The Parties shall provide any information sought by the mediator for this process. If the Parties cannot mutually agree on an arbitrator with ten calendar days after notice is received, the Parties shall submit the arbitration to the American Arbitration Association, and the arbitrator shall be selected under AAA rules. Each side shall bear their own costs of arbitration, including attorney's fees, if any.

The Parties may mutually agree in writing signed by both Parties to bypass any of the steps set above, and to extend any deadlines.

XIX. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

THE TOWN OF RAYMOND:

_____

Town Manager's Signature as Authorized
by the Board of Selectmen on _____, 2012

DON WILLARD
TOWN MANAGER

CONTRACTOR:

_____

(Signature)

_____

(Name – Please Print)