

TOWN OF CANTON, CONNECTICUT
AGREEMENT
FOR THE PROVISION OF BANKING SERVICES

THIS AGREEMENT made as of the 1st day of April 2019, by and between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut, and WEBSTER BANK, N.A., a National Banking Association of the City of Hartford, County of Hartford and State of Connecticut (hereinafter "Contractor").

WITNESSETH

WHEREAS, the Town has issued a Request for Proposals to provide Banking Services (hereinafter referred to as "RFP");

WHEREAS, Contractor responded to the RFP by submitting a Proposal to the Town dated December 6, 2018 (hereinafter referred to as "Proposal");

WHEREAS, the Town has selected Contractor to perform the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal Contract for the performance of the Work;

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 Contractor agrees to perform services as described more fully in the RFP, Proposal, and this Agreement (collectively referred to as "Contract Documents"). The RFP is attached hereto as Exhibit A and the Proposal and Pricing Grid as Exhibit B and both are incorporated by reference as if fully set forth herein. The Contractor also agrees to all of the terms and conditions set forth in the Contract Documents.

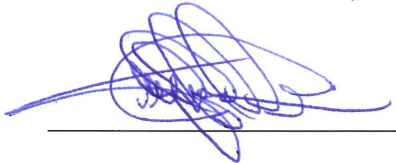
2. Term - The term of this Agreement shall commence upon the execution of this Agreement and extend to March 31, 2022. The term of this Agreement may be extended for additional periods upon mutual written consent of the parties. An amended Agreement shall be executed to reflect any revisions or extensions.

3. Right to Terminate - Upon the failure of the Contractor to comply with any of the terms or conditions of the Contract, the Town shall have the right to cancel the Contract. Further, the Town may terminate all or a portion of this Contract for its convenience and without cause.
4. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.
5. 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 hereto as an Exhibit.
6. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this agreement cannot be determined and effectuated.
7. 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 the Contract 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. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.
8. No Misrepresentations or Omissions - No representation, warranty or statement of the Contractor 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.
9. Compliance with Laws - Contractor shall comply with all federal, state and local laws and regulations governing the Work, including without limitation health, safety and environmental requirements, whether or not such laws and regulations are fully and properly reflected in the Bid Documents.
10. Insurance - The Contractor shall carry and keep in force during the term of this Contract insurance as more specifically described in the Request for Proposals, with a company or companies authorized to do business in Connecticut.
11. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without prior written consent of the Town.
12. Execution - This Contract 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 19th day of March, 2019.

WEBSTER BANK, N.A.

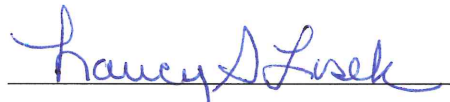


Gerhard O. Voggel, SVP



Barbara A. Hart, SVP

Witness:



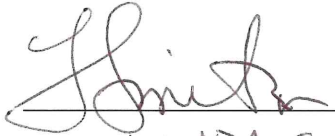
Nancy S. Losek, AVP

TOWN OF CANTON



Chief Administrative Officer

Witness:



LINDA SMITH