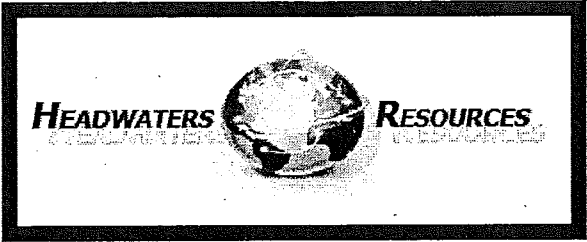


15-811



**PROFESSIONAL SERVICES
AND
TECHNICAL SUPPORT
AGREEMENT**

THIS AGREEMENT ("AGREEMENT") IS MADE AS OF THE ___ DAY OF _____, 2015, BY AND BETWEEN CITY OF MANITOWOC (OWNER) AND HEADWATERS RESOURCES 1, LLC, WHICH AGREE AS FOLLOWS:

**THE SCOPE OF THE WORK AUTHORIZED IS:
PROJECT 1: PLEASE SEE ATTACHMENT A**

THE SCHEDULE TO PERFORM PROJECT 1 IS: APPROXIMATE START: JULY 13TH 2015
APPROXIMATE FINISH: DEC 31ST, 2015

ALL SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE GENERAL TERMS AND CONDITIONS OF HEADWATERS RESOURCES 1, LLC, WHICH IS ATTACHED AND MADE PART OF THIS AGREEMENT.

APPROVAL: AUTHORIZATION TO PROCEED IS ACKNOWLEDGED BY SIGNATURES OF THE PARTIES TO THIS AGREEMENT. A COPY OF THIS SIGNED AGREEMENT SHALL BE RETURNED FOR OUR FILES.

CITY OF MANITOWOC COUNTY, WISCONSIN HEADWATERS RESOURCES

1, LLC

ADDRESS:	CITY OF MANITOWOC, WISCONSIN 900 QUAY STREET MANITOWOC, WI 54220	N9523 PFEIFER ROAD TOMAHAWK, WI 54481
PHONE:	(920) 686-6930	(715) 453-0026
FAX:	(920) 686-6939	(715) 453-0798
CONTACT:	NICOLAS SPARACIO, AICP	NORMAN G. BUSHOR
TITLE:	COMMUNITY DEVELOPMENT DIRECTOR	OWNER

DATE: _____

APPROVAL: _____

Attachment A

The following is a list of tasks for the City of Manitowoc to accomplish in conjunction with Headwaters Resources. The costs that are associated with each item are laid out as not to exceed costs.

All costs will be time and materials and will be charged at \$100 an hour.

Task / Activity	Costs	Comments
PRODUCTION - PUBLICATION ENVIRONMENT TASKS		
1.1 ArcGIS 10.3.1 software upgrades		This task will cover upgrading ArcGIS License Server to the latest version (10.3.1). Desktop environments will be reviewed for each user setup and upgraded to the latest version and documented for rebuilding once the new Desktop software is in place.
1.2 Review existing User setups and data entry workflows.		This task will review existing workflows and how data is entered into the current Geodatabase. Usage of existing SDE technology advantages will be reviewed to ensure there is no conflict with Geodatabase migration to File Geodatabase format.
1.3 Review existing SDE Geodatabase design		This task will review the existing City Geodatabase setup or design and will look at how current workflows will be affected with future Geodatabase migrations.
1.4 Review existing Python tools, Model tools, and other conversion tools.		This task will review existing scripting tool functions and tasks and will document future tool needs once any Geodatabase migrations take place.
1.5 Review ESRI National Model.		This task will review the existing ESRI Local Government Information Model and will recommend Geodatabase migration strategies and may assist in some of the migration.
2.1 Publication to County using Python and ArcGIS Geoprocessing Model tools.		This task will review Geodatabase requirements for publication to existing ArcGIS Server Websites in place at the County and will recommend Python publication tool(s) that will support automated nightly/weekly/monthly publication.

Headwaters Resources 1, LLC - General Terms and Conditions of Agreement

1. Headwaters Resources 1, LLC will bill the Owner monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 1-1/2% per month. In addition, Headwaters Resources 1, LLC may, after giving seven days written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
2. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. Headwaters Resources 1, LLC will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.
3. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
4. Headwaters Resources 1, LLC will maintain insurance coverage for: Professional Liability. Headwaters Resources 1, LLC will provide information as to specific limits upon written request. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of Headwaters Resources 1, LLC to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverage and amount which Headwaters Resources 1, LLC has in effect.
5. The Owner agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Termination of this agreement by the Owner or Headwaters Resources 1, LLC shall be effective upon seven days written notice to the other party. The written notice shall include the reasons and details for termination. Headwaters Resources 1, LLC will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreements entered into between Headwaters Resources 1, LLC and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, Headwaters Resources 1, LLC may upon seven days written notice suspend services without further obligation or liability to the Owner unless within such seven day period the Owner remedies such violation to the reasonable satisfaction of Headwaters Resources 1, LLC.
7. Reuse of any documents and/or services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless Headwaters Resources 1, LLC for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the Owner or by others acting through the Owner.
8. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
9. Owner hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. Owner further consents that the venue for any legal proceedings related to this Agreement shall be, at Lincoln County, Wisconsin, or any county in which Headwaters Resources 1, LLC has an office.
10. Owner and Headwaters Resources 1, LLC desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. Owner and Headwaters Resources 1, LLC also acknowledge that issues and problems may arise after execution of this Agreement that were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both Owner and Headwaters Resources 1, LLC will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless Owner and Headwaters Resources 1, LLC mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of Owner and Headwaters Resources 1, LLC any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, Owner and Headwaters Resources 1, LLC agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.
11. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.
12. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.
13. Employment Status- At all times under this agreement, Headwaters Resources 1, LLC maintains its status as an independent contractor. This Agreement is not intended to confer any employment rights or privileges with Owner upon Headwaters Resources 1, LLC