

PROFESSIONAL SERVICES CONSULTING AGREEMENT

This Agreement is effective as of December 19, 2013, (the "Effective Date"), by and between Manheim Solutions, Inc. ("MANHEIM") and the CITY OF APPLETON, a Wisconsin municipal corporation ("APPLETON").

RECITALS

WHEREAS, APPLETON desires to retain the services, advice and experience of MANHEIM, to perform and coordinate services set forth in APPLETON's "Request for Proposals for Economic Development Strategic Planning," dated October 8, 2013, and

WHEREAS, MANHEIM has prepared an "Economic Development Strategic Planning Consulting Services Proposal ('PROPOSAL')," dated November 8, 2013, and

WHEREAS, MANHEIM will provide services by subcontracting services with Hopkins Solutions LLC and Brand Acceleration, Inc., as described in the PROPOSAL, which are bound to the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Consulting Services.** Subject to the terms and conditions hereinafter provided, APPLETON engages MANHEIM to perform and coordinate various economic development consulting services Exhibit A, APPLETON's "Request for Proposals for Economic Development Strategic Planning," (RFP) dated October 8, 2013, and Exhibit B, MANHEIM's "Economic Development Strategic Planning Consulting Services Proposal," (PROPOSAL) dated November 8, 2013. The PROPOSAL incorporates the services of Hopkins Solutions LLC and Brand Acceleration, Inc. as subcontractors. In the event of a change or addition of sub-contractors, such action shall be

submitted for APPLETON to review and approve in writing.

2. **Term.** This Agreement shall commence on Effective Date, and shall terminate upon delivery and acceptance by APPLETON of the deliverables identified in APPLETON's RFP, Section III, sub-section 3.1, paragraph O, items 1-5. The parties agree that during the term of this Agreement, MANHEIM will be available as agreed upon by the parties.

3. **Consideration and Payment.** As consideration for such consulting services APPLETON B agrees to pay MANHEIM a retainer of \$25,000 upon approval of the agreement; and a final payment of \$25,000 upon acceptance of the deliverables identified in APPLETON's RFP, Section III, sub-section 3.1, paragraph O, items 1-5.

4. **Confidential Information.** MANHEIM agrees that confidential, proprietary, or personal information discovered or received from APPLETON shall not be (a) directly or indirectly used by MANHEIM in any manner except for the purpose of fulfilling any contractual agreements between APPLETON and MANHEIM; (b) directly or indirectly distributed, disclosed or otherwise disseminated to any third party without the express written consent of APPLETON, unless such disclosure is required by law, rule or regulation binding upon recipient and prior written notice is given to the other party; or (c) disclosed to its representatives, except for those who need to know such information, who are informed of the confidential nature of the information, and who agree to be bound by the terms of this Agreement. MANHEIM shall use the same degree of care to prevent disclosure or use of such confidential, proprietary, or personal information as it employs with respect to its own information of like importance, but in no event less than reasonable care. This paragraph shall survive the termination of this Agreement.

5. **Independent Contractors.** MANHEIM shall be responsible for all federal, state and local taxes, benefits, insurance, social security, and withholdings, if any, which may become due for the compensation period, and shall defend, indemnify, and hold APPLETON harmless from any and all such taxes imposed on the compensation herein.

6. **Direction.** MANHEIM shall report to and receive direction from the Director of Community and Economic Development (Director) for APPLETON, or the Director's designee. MANHEIM shall provide a weekly written report to APPLETON on the status of MANHEIM's progress on the phases and activities of the project.

7. **Inventions, Patents, Trademarks and Copyrights.** All work product of the services provided by MANHEIM under this Agreement shall be owned solely and exclusively by APPLETON perpetually and throughout the world. MANHEIM acknowledges that any work prepared under this Agreement shall be considered "work for hire" and the exclusive property of APPLETON unless otherwise specified in writing.

8. **Notices.** Any notice required to be given hereunder shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the following addresses:

If to MANHEIM:

Chris Manheim
Manheim Solutions, Inc.
548 North Clifton Avenue
Elgin IL 60123
Phone: (847) 691-0008

If to APPLETON:

City of Appleton
Attention: Director of
Community and Economic
Development
100 North Appleton Street
Appleton, WI 54911
Phone: (920) 832-6408

9. ***Strict Loyalty.*** MANHEIM warrants that there is no conflict of interest between MANHEIM's existing agreements and the services to be performed hereunder, and MANHEIM shall advise if a conflict of interest arises in the future.

10. ***Severability.*** If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, it is deemed to be stricken and the rest of this Agreement shall remain in full force and effect.

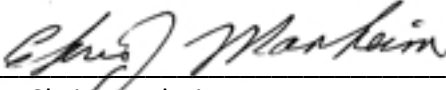
11. ***Superseding Effect and Waiver.*** This Agreement supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire agreement between parties. No waiver, alteration or modification of this Agreement shall be binding unless it is in writing, signed by the party against whom enforcement is being sought.

12. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with the laws of the State of Wisconsin.

13. ***Indemnification.*** APPLETON and MANHEIM, respectively, shall defend indemnify and hold the other harmless for any claims, demands, expenses, lawsuits, actions, obligations or liabilities, including reasonable attorneys' fees and costs, arising or resulting from any default by the indemnifying party under the terms, covenants and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the day and year first above written.

MANHEIM SOLUTIONS, INC.
an Illinois corporation

By: 
Chris Manheim

CITY OF APPLETON,
a Wisconsin municipal corporation

By: _____
Timothy Hanna, Mayor

Attest:

By: _____
Charlene Peterson, City Clerk