

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is entered into as of the last date shown below by and between TIP Strategies, Inc. (“Consultant”), and Sauk County (“Client”).

WHEREAS, the Client desires to retain Consultant to produce an economic study, target market analysis, and strategic plan for the county.

WHEREAS, the Consultant agrees to provide certain consulting services to the Client to assist with such endeavors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties agree to the following:

Consultant agrees to provide the services set forth in the Scope of Work attached hereto as Exhibit A. The estimated time frame for completion of the work as outlined in Exhibit A is approximately seven (7) months, with an estimated start time of early April and completion by January 31, 2024. The contract shall remain effective for a period which may reasonably be required for the completion of the project, acceptance by an authorized representative of the Client, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

- 1) Client agrees to pay the sum of \$150,000.00 for the services as outlined in Exhibit A. The sum of \$30,000.00 (20% of project cost) shall be due upon execution of this Agreement. Thereafter, the balance of the fee shall be payable in seven [7] monthly installments of \$17,142.86 each. The final installment shall not be due until Consultant has delivered the final report. Client also agrees to reimburse Consultant for Client-approved travel and out-of-pocket expenses, billed at cost, not to exceed \$15,000.00. Consultant estimates four trips will be conducted over the length of the project. Consultant will submit invoices for all fees and expenses at the end of the month incurred.
- 2) Either party may terminate this Agreement if:
 - a) the non-terminating party shall be in default under any term, provision or condition of this Agreement and fails to cure such default within ten (10) days of receipt of written notice sufficiently describing the default; or
 - b) either party shall file or have filed against it any proceeding under any bankruptcy, insolvency or other law affecting the enforceability of creditors’ rights.
- 3) Client acknowledges that Consultant participates in, advises, and/or manages entities which may compete and conflict with the Client’s economic development interests. Notwithstanding such competing interests and potential conflicts, the Client acknowledges and agrees that such competition and conflicts are inherent and unavoidable, that the benefits which the Client receives by obtaining the services from Consultant outweigh the potential for such conflicts and that Consultant may continue to participate, advise, and/or manage such competing interests.
- 4) This Agreement shall be governed by Wisconsin law. This Agreement is negotiated, executed and performed in Sauk County, Wisconsin. Should any lawsuit be commenced which is related to this Agreement, it is agreed that such suit will be commenced in Sauk County, WI.
- 5) Consultant is an independent contractor and will be solely responsible for any claims of its employees or subcontractors for their actions. In the event litigation becomes necessary with respect to a breach or alleged

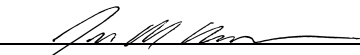
breach of any of the agreements contained herein, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

- 6) Any material, report or product, whether in electronic or paper form, that results from the execution of this Agreement shall be the sole property of the Client. No deliverables or other information (including information given by Client to Consultant to assist Consultant's performance under this contract) developed by, given to, prepared by or assembled by Consultant under this contract shall be disclosed or made available to any third party individual or organization by Consultant without the express prior written approval of the Client. Client acknowledges that the Consultant subscribes to third-party data sources that may restrict full use and conveyance. In some cases, separate subscriptions may be required. Client acknowledges that hosting and storage of electronic deliverables are provided for three years after completion date of this contract and can be terminated thereafter. After three years the data will be transferred to the client in the form of a Tableau software file. The parties acknowledge that the Wisconsin Open Records Laws apply to this contract, data, deliverables, etc..
- 7) If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
- 8) All notices required by this Agreement must be in writing and sent by electronic mail, fax, hand delivery, overnight mail service or certified mail, return receipt requested, to the addresses set forth below or such other address as either party may designate in writing as the address for such notices. For the Client, the address for legal notices is: Sauk County Clerk, 505 Broadway, Baraboo, WI 53913. Payments may be sent by bank transfer/ACH or regular US mail.
- 9) Each party represents to the other party that it has (a) fully read and understood the terms of this Agreement, (b) had the opportunity to seek the assistance of its own legal advisor regarding this Agreement and its terms, (c) full legal authority to enter into this Agreement and has taken all necessary legal steps to obtain such authority, (d) equally participated in the negotiation and drafting of this Agreement, and (e) not relied upon any statement, representation or warranty not contained in this Agreement and/or the exhibits attached hereto.
- 10) This Agreement, including the attached exhibits listed herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or rescinded except by a written agreement signed by both parties. No oral agreements, representations or warranties have been made and/or relied upon.
- 11) This Agreement may be executed in multiple counterparts.
- 12) During the term of this Agreement, Consultant shall, at Consultant's sole cost, maintain the following insurance:
 - a) Comprehensive General Liability Limits: \$1,000,000 bodily injury/ property damage.
 - b) Excess Umbrella Liability Limits:\$1,000,000.
 - c) Worker's Compensation:
 - i) Coverage A: Limits – Statutory
 - ii) Coverage B: Employer's Liability Limits

- (1) Bodily Injury by Accident - \$100,000 each accident minimum
- (2) Bodily Injury by Disease - \$100,000 each employee minimum
- (3) Bodily Injury by Disease - \$500,000 policy limit minimum
- d) Professional Liability limits: \$2,000,000
- e) Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the Client as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Client. An updated copy of the Certificate must be provided anytime a change is made to any policy.

“CONSULTANT”: TIP STRATEGIES, INC.

“CLIENT”: SAUK COUNTY

By: 

By: _____

Name: Jon Roberts

Name: _____

Title: Managing Partner

Title: _____

Dated: April 5, 2023

Dated: _____

ADDRESS FOR NOTICE AND PAYMENT:
 13492 N HIGHWAY 183
 Suite 120-254
 Austin, TX 78750

ADDRESS FOR NOTICE:
 505 BROADWAY
 BARABOO, WI 53913

EXHIBIT A – SCOPE OF WORK

1. DISCOVERY

We begin by reviewing available materials, visiting with knowledgeable sources, and conducting a targeted analysis of relevant trends to create a common foundation for the planning process.

1.1 PROJECT LAUNCH. At the outset of the engagement, we focus on establishing clear and effective communication, which is the cornerstone of a successful project.

- ▶ **Kickoff meeting.** The kickoff meeting provides the opportunity to discuss objectives, define success factors, identify stakeholders and partners, formalize the outreach strategy, and review the team's expectations for the engagement.
- ▶ **Team meetings.** TIP will collaborate and coordinate with appropriate staff and leadership throughout the engagement. This includes any coordination needed to ensure alignment of the economic development strategic plan with the County's concurrent comprehensive plan initiative.
- ▶ **Steering committee.** If an oversight group is not already in place, we can assist with forming a steering committee that is representative of current economic development efforts in the county. Members are responsible for attending meetings, providing input, and reviewing deliverables.

1.2 PLANNING CONTEXT. The team will examine the policies, relationships, and organizational priorities that will influence the planning process. Our work on this task will be expanded in subsequent phases and help shape our recommendations.

- ▶ **Policies.** Reviewing background documents allows us to build on existing knowledge and to better understand current initiatives and programs that may be relevant to this work.
- ▶ **Relationships.** A scan of the partner network will help define existing relationships within the Sauk County market and identify potential partnerships.
- ▶ **Priorities.** Discussions with the appropriate staff will ensure our team has a full picture of the County's economic development initiatives, structures, and core functions. An understanding of economic development priorities will guide the Discovery phase.

1.3 ECONOMIC CONTEXT. Our analysts will prepare a targeted assessment of factors that define the area's overall competitiveness and are of greatest concern to economic decision makers. Our analysis will be tailored to meet project objectives, including tax base enhancement, business climate improvements, entrepreneurial aspirations, and growth that preserves quality of place advantages. This task will take advantage of available data resources to consider Sauk County's current economic position within the Madison area and identify broader economic trends that may impact the county's future economic position (e.g., population growth, housing, climate change, labor shortages, and exchange visitors). Findings will be provided in an interactive format.

1.4 STAKEHOLDER ENGAGEMENT. We design a custom input process that engages the appropriate groups for a successful planning effort. Our goal is to design a strategy that provides meaningful information to the planning process, raises awareness of economic issues, and builds support for the outcome.

- ▶ **Roundtables.** Roundtables are the linchpin of our stakeholder input process. These input sessions are designed to encourage productive discussions around a targeted set of topics. We anticipate areas of interest for this work would include talent attraction, business development, startup and entrepreneurial ecosystems, and quality of place. Participation by stakeholder groups such as major employers, elected officials, human resources specialists, real estate professionals, and other experts helps our team gain on-the-ground insights into trends, barriers, opportunities, and assets that will inform our recommendations.
- ▶ **Interviews.** Where appropriate, these sessions will be supplemented by one-on-one interviews to solicit feedback on issues that may not surface in a collective setting. Depending on timing and availability, interviews could be conducted via phone, virtually, or in person.

- ▶ **Interactive tools.** To expand participation in the process and ensure diverse perspectives are taken into account, we can facilitate the use of social media, online surveys, and other interactive tools. These tools are effective mechanisms for engaging stakeholders, gathering anecdotal information about assets and challenges, and increasing “buy-in” among the broader community.

TIP’s role in community and stakeholder input sessions would be to prepare the materials and facilitate the discussion. Logistics for the meetings, including arranging the location(s), advertising the sessions, and the provision of any translation services, would be the responsibility of the client.

1.5 COMPETITIVE POSITION. Findings from the Discovery phase will be used to summarize Sauk County’s competitive position. In addition to considering strengths, weaknesses, opportunities, and threats that emerge from this work, our analysis will highlight factors that differentiate the area from the competition and situate the county within the Madison area. The results will suggest potential opportunities and strategic growth areas that will drive our work in subsequent phases.

1.6 DISCOVERY WORKSHOP. Our team will synthesize and present Discovery phase findings to project leadership. Using these findings as a jumping off point, TIP will lead a discussion of potential goals for inclusion in the strategic plan. We view this step as a consensus-building exercise informed by data, local priorities, and our firm’s economic development expertise. The outcome will be draft strategic plan goals, which will inform Task 2.1.

2. OPPORTUNITY

Building on our Discovery phase findings and a review of best practices, we identify which opportunities are likely to have the greatest potential for success.

2.1 STRATEGIC DIRECTION. Working closely with the client, we will ensure the vision and mission statements align with the strategic direction for Sauk County that emerges from the Discovery phase. In addition, we will help craft a set of guiding principles that embodies the goals and objectives of the planning process. This step provides a framework that both points to recommended actions and establishes priorities among available alternatives.

2.2 TALENT PIPELINE ANALYSIS. TIP’s analysts will examine the extent to which the regional talent pipeline aligns with the needs of current and potential employers. This task will use a variety of public and proprietary data to profile relevant characteristics of the regional workforce. Findings will be provided in an interactive format.

- ▶ **Commuting patterns.** To understand Sauk County’s labor shed, we will illustrate regional commuting patterns through an analysis of LEHD Origin-Destination Employment Statistics (LODES) data. TIP uses data visualizations to show geographic differences between place of employment and place of residence.
- ▶ **Occupational structure & skills.** We will use employment data (by NAICS codes and SOC codes) to analyze the regional workforce, review growth trends, and identify regional strengths. A review of current job postings in the region will be used to identify the positions existing employers are currently trying to fill and to capture data on the skills and certifications they are seeking.
- ▶ **Industry alignment.** Occupational strengths identified by this work will be explored in terms of their alignment with the needs of targeted industries (e.g., tourism, outdoor recreation, agriculture, and manufacturing).
- ▶ **Pipeline alignment.** To document existing postsecondary offerings in the region (e.g., University of Wisconsin–Madison, University of Wisconsin-Platteville Baraboo Sauk County) and illustrate the potential supply of graduates, we will compile published data from the National Center for Education Statistics’ Integrated Postsecondary Education Data System (IPEDS) on the number of awards conferred for credit in relevant fields of study.

2.3 BUILT ENVIRONMENT ANALYSIS. TIP will prepare a countywide analysis of real estate fundamentals for major commercial or “investible” property types, including multifamily, office, industrial, and retail. Single-family housing dynamics will be analyzed separately (see Task 1.3). These tasks will rely on a combination of public and proprietary data.

- ▶ **Commercial property trends.** The analysis will cover supply and demand trends to identify market opportunities for Sauk County's real estate product. We will review key real estate market indicators, including rents, vacancies, and construction deliveries, as well as the underlying drivers of demand in the key property types. Our analysts will examine the extent to which available sites and redevelopment opportunities align with targeted sectors, workforce capacity, and environmental concerns (e.g., growth along major highways).
- ▶ **Perception study.** To understand how Sauk County is viewed as a place to develop property, and to further refine our understanding of potential opportunities, our consultants will interview approximately four to six local influencers. This task will involve engagement with developers, brokers, site selectors, and other key players in the industry to ascertain their perception of Sauk County generally, as well as relative to other locations in the Madison area. Discussions with influencers in the regional site selection process will shed light on how Sauk County is viewed as a development opportunity in the region and any potential barriers created by current land use, infrastructure (including broadband), or demographic trends.
- ▶ **Future patterns of growth.** Building on this analysis of Sauk County's existing real property, we will identify opportunities for expanding the County's tax base. Among other things, we will consider business, resident, and environmental needs as well as emerging demographic and business trends that may impact strategies pertaining to potential annexations, land use, infrastructure and transportation, building densities, and industry clusters.

2.4 CASE STUDIES. Drawing on our team's extensive network, we will research national best practices that may be a fit for the Client based on our work on prior tasks. For each best practice identified, we will provide a brief profile outlining the approach along with any available information on how the program or initiative was implemented. The results of this task will help shape our recommendations and will be integrated into the final deliverable where appropriate.

2.5 OPPORTUNITY WORKSHOP. The culmination of this phase is a facilitated discussion of potential strategies and opportunities for consideration in the Implementation phase. During the workshop we will use an interactive process to refine the goals from the Discovery workshop and build consensus on economic development priorities for Sauk County. The outcome will be a set of prioritized strategies and focus areas, along with a collaborative framework for aligning available resources to accomplish them.

3. IMPLEMENTATION

We provide a transparent, actionable plan for achieving the identified goals and objectives.

3.1 STRATEGIC PLAN. Using findings from prior phases, coupled with the experience of the consulting team, TIP will prepare a strategic plan that helps maximize Sauk County's position in the Madison area while maintaining the quality of life and environmental stewardship that is so vital to the community. In addition to outlining specific goals and strategies, the plan will highlight findings from our quantitative analyses and stakeholder input. Together with the implementation matrix (see Task 3.2), the resulting document will provide specific recommendations and tools needed to implement a long-term economic strategy. We anticipate the plan would address a number of topics, including the following.

- ▶ Leveraging Sauk County's proximity to Madison.
- ▶ Articulating the county's value proposition relative to other locations in the region and the state.
- ▶ Positioning Sauk County with key sectors.
- ▶ Aligning the talent pipeline with the needs of current and future employers.
- ▶ Evaluating potential public-private partnerships.
- ▶ Enhancing the startup and entrepreneurship ecosystems.
- ▶ Nurturing existing businesses while recruiting compatible businesses.
- ▶ Balancing economic growth with environmental stewardship and preservation of the unique cultures of Sauk County communities.

- ▶ Suggesting organizational frameworks for accomplishing the identified objectives.

3.2 IMPLEMENTATION MATRIX. TIP will prepare a matrix that accomplishes the following.

- ▶ Identifies responsible parties and potential partnership opportunities.
- ▶ Establishes timelines and sets priorities.
- ▶ Includes budget estimates (where applicable) and identifies potential funding sources.
- ▶ Defines meaningful and realistic performance metrics.

3.3 FINAL PRESENTATION & WORKSHOP. Once the strategy is finalized, we will present the recommendations to the leadership. To build momentum for implementation, we will also facilitate an Implementation workshop focused on near-term tasks in conjunction with the final presentation. This step capitalizes on the energy that is present at the rollout and helps to “jump start” the process.