Consulting Services Agreement

Hourly Rate

This Consulting Services Agreement (the "Agreement") is made as of the date of the last signature below (the "Effective Date") by and between BoldPath Consulting, LLC, a Wisconsin limited liability company ("Consultant"), and the City of Sheboygan, a Wisconsin municipal corporation ("Client"). Consultant and Client are each a "Party" and together the "Parties."

Engagement Details

The following information applies to this engagement:

Project Title	Uptown Social Staffing and Organizational Review
Effective Date	Date of the last signature below
Expected Timeline	Final delivery on or before December 31, 2026
Fee Basis	Hourly, with fee estimate (Section 2.1)
Client Point of Contact	Emily Rendall-Araujo, Director of Senior Services Uptown Social, 1817 N. 8th Street, Sheboygan, WI 53081 (920) 459-3421 Emily.Rendall-Araujo@sheboyganwi.gov
Consultant Contact	Patrick Glynn, Founder and Principal Consultant PO Box 184, Chilton, WI 53014 (920) 522-2413 patrick@boldpathconsulting.com

1. Services and Scope

1.1 Services

Consultant will provide the services described in the proposal attached to this Agreement (the "Services"), which defines the scope of work, deliverables, key assumptions, and exclusions.

1.2 Change Orders

Any material change to the Services, deliverables, schedule, assumptions, or fees requires a written change order signed by both Parties before Consultant begins the changed work. Minor adjustments that do not affect fees, schedule, or deliverables may be confirmed by email from the Point of Contact.

1.3 Order of Precedence

If there is a conflict between this Agreement and the attached proposal, the proposal controls only as to scope, schedule, and fees. This Agreement controls as to all other terms unless the proposal expressly states otherwise.

2. Fees and Payment

2.1 Fees

Client agrees to pay Consultant for the Services at a rate of **$225.00 per hour** (the "Hourly Rate") for time spent performing the Services, recorded in increments of one-quarter (0.25) hour. The Hourly Rate is subject to adjustment under Section 3.6.

Consultant estimates total fees for the Services at **$16,875.00**, exclusive of expenses (the "Fee Estimate"). The Fee Estimate is not a fixed fee. Consultant will check in with the Point of Contact when fees reach $10,000.00 to review the progress and direction of the Services, will notify Client when fees reach eighty percent (80%) of the Fee Estimate, and will not exceed it without Client's written approval under Section 1.2. Absent approval, Consultant may stop work when the Fee Estimate is reached.

2.2 Invoicing Frequency

Consultant will invoice monthly for Services performed during the preceding calendar month. Each invoice will identify the dates of service, the hours worked, and a brief description of the work performed, together with any expenses reimbursable under Section 2.6. Descriptions will be written at a level of detail suitable for a public record.

2.3 Payment Terms

Client will pay undisputed invoice amounts within thirty (30) days of receipt.

2.4 Invoice Disputes

Client must notify Consultant in writing within fifteen (15) days of receipt of an invoice of any good-faith dispute, identifying the disputed portion and the basis. Client will pay any undisputed portion in a timely manner.

2.5 Late Payments

Undisputed amounts not paid when due accrue a late charge of 1.5% per month or the maximum permitted by law, whichever is less.

2.6 Expenses and Travel

Client will reimburse pre-approved, reasonable out-of-pocket expenses, including lodging, at cost, and mileage at the IRS standard mileage rate. Travel time may be billed at 50% of the Hourly Rate unless otherwise agreed.

2.7 Suspension for Non-Payment

If Client fails to pay an undisputed invoice within ten (10) calendar days after Consultant provides written notice of non-payment, Consultant may suspend Services until the outstanding balance is received. Suspension does not waive any other rights or remedies and does not affect accrued payment obligations.

3. Term and Termination

3.1 Term

This Agreement begins on the Effective Date and continues until the Services are completed and thereafter as provided in Section 3.5, unless earlier terminated under this Section 3.

3.2 Termination for Convenience

Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party, unless the Parties agree in writing to a shorter notice period.

3.3 Termination for Cause

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within ten (10) business days after receiving written notice describing the breach in reasonable detail. Termination for cause does not limit other available remedies.

3.4 Effect of Termination

Upon any termination, Client will pay Consultant for all Services performed and approved expenses incurred through the effective termination date. Consultant's earned fees will be calculated on the hours actually worked through the effective termination date at the Hourly Rate. Any non-cancelable commitments that Client authorized will be reimbursed. Sections 4, 5, 6.1, 6.2, 8, 9, 10, and 12 survive termination.

3.5 Continued and Additional Services

Client may request, and Consultant may agree to provide, continued services on a month-to-month basis after completion of the Services, or additional services within Consultant's professional practice at any time. Each engagement will be confirmed in writing, including by email, between Consultant and the Point of Contact, stating the scope, fee basis, and schedule (a "Task Authorization"). A Task Authorization serves as the proposal for the services it covers, is governed by this Agreement, and does not require a change order or amendment. Services are billed at the Hourly Rate unless the Task Authorization states otherwise. Client is responsible for confirming that the Point of Contact has authority to approve each Task Authorization. Either Party may end continued services or a Task Authorization on thirty (30) days' written notice. This Agreement remains available for Task Authorizations until terminated by either Party or until twenty-four (24) months pass without Services being performed.

3.6 Rate Adjustment

The Hourly Rate is fixed through completion of the Services and of each Task Authorization. Consultant may adjust the Hourly Rate for continued month-to-month services and future Task Authorizations on at least sixty (60) days' written notice, effective at the start of an invoice cycle.

4. Confidentiality and Data Security

4.1 Confidential Information Defined

"Confidential Information" means non-public information disclosed by one Party to the other in connection with this Agreement that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to personnel records, compensation data, organizational assessments, strategic plans, legal advice, and proprietary business information.

4.2 Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was lawfully known to the receiving Party without restriction before disclosure; (c) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (d) is lawfully received from a third party without restriction.

4.3 Obligations

Each Party will: (a) use the other Party's Confidential Information only as necessary to perform this Agreement; (b) protect Confidential Information using reasonable care, at least equivalent to the care used to protect its own confidential information; and (c) not disclose Confidential Information to any third party except to its employees, contractors, or advisors with a need to know who are bound by confidentiality obligations at least as protective as those in this Agreement, or to technology service providers bound by reasonable confidentiality and security terms.

4.4 Required Disclosure

A Party may disclose Confidential Information to the extent required by law, regulation, or court order. To the extent legally permitted, the disclosing Party will give prompt written notice to the other Party before disclosure and cooperate in seeking confidential treatment or protective measures.

4.5 Data Security

Consultant will maintain reasonable administrative, technical, and physical safeguards appropriate to the nature and sensitivity of the information provided by Client, taking into account that Consultant is a small professional services firm. Consultant is not responsible for data security incidents arising from Client-side systems or Client-provided transmission methods.

4.6 Reliance on Client Information

Consultant may rely on information provided by Client as accurate and complete and is not responsible for errors in the Deliverables resulting from inaccurate or incomplete Client information.

4.7 Duration

Confidentiality obligations under this Section survive termination for three (3) years, except that obligations regarding personally identifiable employee information and health-related data survive indefinitely or as required by law, and obligations regarding non-public Consultant Materials survive while they remain non-public.

5. Intellectual Property, License, and Public Records

5.1 Consultant Materials

Consultant retains all right, title, and interest in its pre-existing or independently developed methodologies, analytical tools, templates, calculators, instruments, frameworks, training materials, and other proprietary materials, including improvements made to them in performing the Services ("Consultant Materials"). Non-public Consultant Materials are Consultant's Confidential Information, which Consultant maintains as trade secrets within the meaning of Wis. Stat. § 134.90(1)(c), whether or not individually marked.

5.2 Deliverables and License

Subject to payment of all amounts due, Consultant grants Client a perpetual, non-exclusive, non-transferable, royalty-free license to use, reproduce, and modify the deliverables created for Client under this Agreement ("Deliverables") for Client's governmental purposes, including publication in public meeting materials and as required by law. The license extends to Consultant Materials embedded in the Deliverables solely as part of those Deliverables.

5.3 Protection of Consultant Materials

Without Consultant's prior written consent, and except as required by law, Client will not extract Consultant Materials from the Deliverables, provide Consultant Materials other than as part of the Deliverables to any third party, or use them, including through generative AI tools, to develop substitute or competing tools or services.

5.4 De-Identified Reuse

Consultant may use and re-use its general skills, ideas, and know-how, and may use de-identified and aggregated insights derived from the Services in future engagements, provided Consultant does not identify Client or disclose Client's Confidential Information.

5.5 Public Records Law

Client may be subject to public records laws (the "Public Records Law") under which records produced or collected under this Agreement may be disclosed as if maintained by Client, and this Agreement does not override those obligations. To the extent permitted by law, Client will give Consultant reasonable advance notice of any request that may encompass records Consultant has identified in writing as proprietary or confidential, so that Consultant may seek withholding or redaction. Client does not guarantee that any record will be withheld.

5.6 Contractor Records Cooperation

Upon Client's reasonable request, Consultant will provide copies of records produced or collected under this Agreement that Client needs to respond to a public records request or meet records retention requirements. Unless the request results from Consultant's breach, Consultant may bill this time at the Hourly Rate. This Section does not require Consultant to provide Consultant Materials except as required by law.

6. Independent Contractor and Professional Standards

6.1 Independent Contractor Status

Consultant is an independent contractor and retains sole control over the means, methods, manner, and tools used to perform the Services. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship. Neither Party has authority to bind the other except as expressly provided in this Agreement. Consultant is solely responsible for all taxes, withholdings, and other obligations applicable to its compensation under this Agreement.

6.2 Professional Standard and No Guarantee of Outcomes

Consultant will perform the Services in a competent and professional manner consistent with the standards of the consulting profession. Client retains sole responsibility for all decisions, policies, actions, and outcomes based on or influenced by the Services. Consultant does not guarantee specific outcomes, results, or implementation success, which depend on factors (including political, organizational, and labor relations considerations) outside Consultant's control.

6.3 Tools and Methods

Consultant will use professional judgment in selecting tools, methods, and workflow appropriate to perform the Services and remains responsible for the quality and integrity of its work product.

6.4 Generative AI Tools

Consultant uses generative artificial intelligence tools ("GenAI Tools") to assist with research, analysis, and drafting, and will identify the tools used on request. Consultant reviews all work product before delivery, the Deliverables reflect Consultant's professional judgment, and Consultant remains responsible for them under Section 6.3. Consultant uses only GenAI Tools configured so that information entered is not used to train the provider's models, and does not enter sensitive information identifying individual employees unless it is de-identified or Client authorizes its use in writing. Use of GenAI Tools in accordance with this Section is not a disclosure under Section 4.3. Client may restrict the use of GenAI Tools by written notice, which may increase the hours required.

7. Insurance

Consultant will maintain, at its own expense, insurance customary for consulting engagements of comparable scope, currently including Professional Liability (Errors and Omissions) and Commercial General Liability coverage, and will provide certificates of insurance on request. Coverage types or limits Client requires beyond Consultant's standard coverage must be agreed in writing before execution.

8. Limitation of Liability

To the maximum extent permitted by applicable law: (a) neither Party will be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to this Agreement, even if that Party has been advised of the possibility of such damages; and (b) each Party's aggregate liability arising out of or relating to this Agreement will not exceed the total fees paid to Consultant under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

This Section 8 does not limit: (i) Client's obligation to pay fees and approved expenses; or (ii) either Party's liability for its own fraud, gross negligence, or willful misconduct.

9. Indemnification

Each Party is responsible for its own acts, omissions, and breaches of this Agreement. No indemnification is provided by either Party to the other except as required by applicable law.

10. Dispute Resolution and Governing Law

10.1 Good-Faith Negotiation

The Parties will first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through direct discussions between authorized representatives, initiated by written notice identifying the dispute. The Parties will have thirty (30) days from notice to resolve the dispute through negotiation.

10.2 Mediation

If negotiation does not resolve the dispute within thirty (30) days, either Party may request non-binding mediation administered by a mutually agreed neutral mediator. Mediation costs will be shared equally. Either Party may proceed to litigation if mediation does not resolve the dispute within sixty (60) days of the mediator's appointment, or if the other Party declines mediation in writing.

10.3 Venue

If mediation fails or is declined, disputes will be brought exclusively in the Circuit Court for Sheboygan County, Wisconsin, unless the Parties agree otherwise in writing.

10.4 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws principles.

11. Client and Consultant Responsibilities

11.1 Point of Contact

Client will designate a primary point of contact (the "Point of Contact") with authority to provide direction, coordinate feedback and approvals, and make management-level decisions regarding the Services. Other Client personnel may handle logistics and scheduling, but all direction to Consultant will be coordinated through the Point of Contact to prevent conflicting instructions.

11.2 Client Responsibilities

Client will: (a) maintain regular and responsive communication with Consultant; (b) provide timely access to appropriate personnel, facilities, and information as Consultant reasonably requests, to the extent lawful; (c) make timely decisions and approvals necessary to keep the engagement on schedule; (d) comply with all applicable laws and regulations relevant to Client's participation in the Services; and (e)

comply with payment terms under Section 2. Delays caused by Client's failure to perform these responsibilities may extend timelines and may increase the hours required to complete the Services.

11.3 Consultant Responsibilities

Consultant will: (a) perform the Services in accordance with the attached proposal and applicable professional standards; (b) maintain regular and proactive communication with the Point of Contact; (c) protect Client's Confidential Information as required by Section 4; and (d) conduct all activities professionally, ethically, and in compliance with applicable law.

12. General Provisions

12.1 Entire Agreement

This Agreement, together with the attached proposal and any Task Authorizations, constitutes the entire agreement between the Parties regarding the Services and supersedes all prior negotiations, proposals, representations, and agreements, whether written or oral, relating to the subject matter hereof.

12.2 Amendments

This Agreement may only be amended by a written document duly executed by authorized representatives of both Parties. No oral modification or course of conduct modifies this Agreement.

12.3 Assignment

Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. Consultant may assign this Agreement to a successor entity in connection with a merger, reorganization, or sale of substantially all of Consultant's assets, provided Consultant gives Client prompt written notice. Any attempted assignment in violation of this Section is void.

12.4 Severability

If any provision of this Agreement is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable. The remaining provisions will remain in full force and effect.

12.5 Waiver

The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of that Party's right to enforce that provision or any other provision in the future. Waivers must be in writing and signed by an authorized representative of the waiving Party.

12.6 Notices

Notices must be in writing and delivered by: (a) personal delivery; (b) email with delivery confirmation or reply acknowledgment (effective upon confirmation); or (c) U.S. mail or overnight courier to the addresses listed in the Engagement Details section or as otherwise updated in writing. Addresses may be updated by written notice. Routine operational communications do not require formal notice.

12.7 Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which constitutes an original. Electronic signatures are legally equivalent to handwritten signatures under Wisconsin's Uniform Electronic Transactions Act, Wis. Stat. § 137.11 et seq., and the federal Electronic Signatures in Global and National Commerce Act.

12.8 Force Majeure

Neither Party is liable for delays or failures in performance caused by circumstances beyond its reasonable control, including acts of God, public health emergencies, government orders, labor disputes, or natural disasters, provided the affected Party provides prompt written notice and uses reasonable efforts to resume performance.

Signatures

CONSULTANT: BoldPath Consulting, LLC

By:  Date: 09/28/2026

Name/Title: Patrick W. Glynn, Founder and Principal Consultant

CLIENT: City of Sheboygan

By:  Date: 9/28/26

Name/Title: Ryan Sorenson, Mayor

Exhibit A. Statement of Work

The Services are described in the proposal from BoldPath Consulting, LLC to the City of Sheboygan dated August 4, 2026, attached. The following modifications form part of the proposal for purposes of Section 1.3 and control over any conflicting proposal language.

(a) Fee basis. Client selected the hourly fee option. The fixed-fee option described in the proposal does not apply.

(b) Fee Estimate. The Fee Estimate in Section 2.1 replaces the range of hours and fees stated in the proposal.

(c) On-site work. The Services include two on-site visits in place of the three described in the proposal.

(d) Expanded operating hours. The Services treat the expanded evening and weekend operating hours required under the City's private foundation funding agreement as a fixed condition and assess whether current staffing supports the required schedule and what would be required to sustain it after the funding period.