

CS-20-251

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
 CM3007

CONTRACTOR INFORMATION

Name: PROS Consulting, Inc.
 Address: 35 Whittington Dr. Suite 300 Brownsburg IN 46112
City State Zip
 Contractor's Administrator Name: Leon Younger Title: President
 Tel#: (317) 679-5615 Fax: (877) 242-7761 Email: leon.younger@prosconsulting.com


CONTRACT INFORMATION

Contract Name: Nassau County Parks and Recreation Cost Recovery Ar Contract Value: \$17,500
Study of current and proposed user fees related to Parks and Recreation to formulate a strategic pricing structure for a minimum of the next 5 years.
 Brief Description: _____
 Contract Dates : From: Execution to: 120 days Status: New Renew Amend# WA/Task Order
 How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____
 New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.		<u>6-28-21</u>	<u>Parks & Recreation/Facility Maintenance</u>
	Department Head Signature	Date	Submitting Department
2.	<u>Marshall Eyerman</u>	<u>7/8/2021</u>	<u>01075572-531000 Professional Services</u>
	Procurement	Date	Funding Source/Acct #
3.	<u>Megan Diehl</u>	<u>7/8/2021</u>	
	Office of Management & Budget	Date	
4.	<u>Michael S. Mullin</u>	<u>7/8/2021</u>	
	County Attorney/Contract Management	Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Pope, AICP 7/8/2021
 Taco E. Pope, AICP Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
 Copy: Department
 Procurement
 Office of Management & Budget
 County Attorney/Contract Management
 Clerk Finance

**PROFESSIONAL SERVICES AGREEMENT
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 9th day of July 2021, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **PROS Consulting, Inc.**, located at 35 Whittington Drive, Suite 300, Brownsburg, IN 46112, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services to provide a detailed analysis of Nassau County's park and recreation program, maintenance and operation costs and funding options; and

WHEREAS, said services are more fully described in the *Technical Specifications, Attachment "1"* and the *Nassau County Parks and Recreation Cost Recovery Analysis Project Approach, Attachment "2"*, both of which are attached hereto and incorporated herein; and

WHEREAS, Consultant desires to render certain professional services as described in the *Technical Specifications, Attachment "1"* and *Nassau County Parks and Recreation Cost Recovery Analysis Project Approach, Attachment "2"*, and has the qualifications, experience, staff and resources to perform those services; and

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the *Technical Specifications, Attachment "1"* and *Nassau County Parks and Recreation Cost Recovery Analysis Project Approach, Attachment "2"*.

ARTICLE 2 - SCOPE OF SERVICES

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2.1 Consultant shall provide professional services in accordance with the *Technical Specifications, Attachment "1" and Nassau County Parks and Recreation Cost Recovery Analysis Project Approach, Attachment "2"*.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in the *Technical Specifications, Attachment "1" and Nassau County Parks and Recreation Cost Recovery Analysis Project Approach, Attachment "2"*, County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Director of Public Works to act on County's behalf with respect to the *Technical Specifications, Attachment "1" and Nassau County Parks and Recreation Cost Recovery Analysis Project Approach, Attachment "2"*. The Director of Public Works shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall begin on the date of its execution and end one hundred twenty (120) days thereafter. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

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5.1 Consultant shall be compensated per the rates established in the *Nassau County Parks and Recreation Cost Recovery Analysis Project Approach, Attachment "2"*, with a total sum not to exceed \$17,500.00 for the contract period.

5.2 Consultant shall prepare and submit to the Director of Public Works, with a copy to invoices@nassaucountyfl.com, for approval, invoice(s) for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1** This Agreement; and
- 7.2** *Technical Specifications*, attached hereto as Attachment "1"; and
- 7.3** *Nassau County Parks and Recreation Cost Recovery Analysis Project Approach*, attached hereto as Attachment "2"; and
- 7.4** *Certificate of Liability Insurance*, attached hereto as Exhibit "1"; and

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7.5 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant, in the performance of the Agreement.

ARTICLE 10 - INDEPENDENT CONSULTANT

Consultant undertakes performance of the services as an independent consultant under this Agreement and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Agreement.

ARTICLE 11 – EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

11.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

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ARTICLE 12 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 13 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents and as set forth in the *Certificate of Liability Insurance*, Exhibit "1", attached hereto and incorporated herein.

ARTICLE 14 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

15.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Agreement for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination County shall provide written notice of the specific

conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 17 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

ARTICLE 18 - MISCELLANEOUS

18.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that

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provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18.3 PUBLIC RECORDS

County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that Consultant is providing services to County, and pursuant to Section 119.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Consultant does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public

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records to the public agency upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 20 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS

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Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 22 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 23 - NOTICE

23.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Brian Simmons
Nassau County Procurement Manager
96135 Nassau Place, Suite 2
Yulee, Florida 32097
(904) 530-6040
procurement@nassaucountyfl.com

With a copy to the Director of Public Works at:

45195 Musselwhite Road
Callahan, Florida 32011
(904) 530-6120
dpodiak@nassaucountyfl.com

And a copy to the County Attorney at:

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96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 530-6100
contracts@nassaucountyfl.com

CONSULTANT:

Leon Younger, President
PROS Consulting, Inc.
35 Whittington Drive, Suite 300
Brownsburg, IN 46112
(317) 679-5615
leon.younger@proconsulting.com

23.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

23.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 24 - DISPUTE RESOLUTION

24.1 County may utilize this section, at their discretion, as to disputes regarding Agreement interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed

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to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

24.2 If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP

Taco E. Pope, AICP, County Manager

Its: Designee

Date: 7/8/2021

PROS Consulting, Inc.

Leon Younger

By: Leon Younger

Its: President

Date: 7/9/2021

Attachment "1"
TECHNICAL SPECIFICATIONS

Nassau County, Florida is a rapidly transitioning coastal community located on the Atlantic Ocean within the greater Jacksonville Metropolitan area. As the population of the Jacksonville metro area expands, additional growth pressures have pushed Nassau County to start considering the recreational opportunities available to their residents. In 2020, a formal Parks, Recreation & Open Space Master Plan was completed and presented to the Board of County Commissioners. Below is some of the findings in that plan.

The PROSMP was developed over a two-year period, from the fall of 2018 to fall 2020, and includes a Preliminary Implementation Framework, Analysis of Existing Conditions, Comprehensive Needs Assessment, a Long-Range Vision, and the development of a Phased Implementation Strategy. Many other counties are nearing build-out and struggling to undo the effects of years of poor planning and decision-making resulting in suburban sprawl, congested roads, poor water quality, degraded habitat, flooding, chronic disease, and other growth-related issues. Nassau County, however, has committed to managing growth and creating sustainable economic development in a way that maintains and improves the quality of life and unique character of the communities by utilizing its strengths – the people, the abundance of unspoiled natural resources, and its strategic location as the ‘Eastern Gateway to Florida.’

Of all the plans, policies, and designs being developed by Nassau County, none have the power of the Parks, Recreation, and Open Space Master Plan (PROSMP) to impact the community’s livability, sustainability, and resiliency. Parks and the public realm (including streets, trails, conservation areas, civic spaces, and stormwater facilities) can help create jobs, increase revenues, protect natural resources, shape urban form and character, expand transportation access, improve health and education, and strengthen families. And, in light of worsening wealth inequality, climate change, and political exhaustion, parks and recreation systems can be an oasis, bringing people together, mitigating effects of storms and severe weather, and providing an outlet for stress relief and opportunities to improve overall wellness for community members. Alexander Garvin notes that the public realm is “our common property. It is the fundamental element in any community—the framework around which everything grows.”

The County should be obligated to provide sufficient funding for maintenance and operation of public recreation facilities. Developers of private Local Parks and private bicycle and pedestrian facilities shall be obligated to provide sufficient funding for maintenance and operation of private Local Parks. PROS Consulting estimates that the County should initially increase parks and recreation operations spending to approximately \$45-50 dollars per capita, which equates to approximately \$4-4.5M per year. An earned income policy on how to create earned income and keep the following sources in the budget to support operational costs of the Department.

1. One of the items missing in this plan was a fee and cost recovery assessment. The need for this study is outlined in the Action Plan segment of the PROSMP, pages 238 – 245. This assessment will give the County framework needed to assign appropriate fees for field use, building rentals, programs, special events, outdoor space use, etc. It will also allow the County to have a plan in place as new parks come online in the immediate future.
2. The following items, although not limited to, should be explored during this assessment:
 - Demographic Analysis
 - o Current population demographic characteristics
 - o Future population projection

- o Effect of demographic changes on current infrastructure
 - Review Current & Future Infrastructure
 - o Catalog current facilities, parks, programs, etc. and detail pertinent issues, plans and strategies.
 - Expenditure Analysis
 - o Provide a detailed expense analysis at each current and expected future location for the following areas:
 - Staffing
 - Contractual costs
 - Maintenance
 - Program operating costs
 - Outside vendors
 - Capital improvements
 - Other
 - Revenue Forecast
 - o Review current and future program/rental offerings
 - o Compare rental prices of neighboring areas
 - o Compare program offerings and price structures of neighboring areas
 - o Create a pricing plan based on a variety of factors
 - Daily operating expenses
 - Maintenance needs
 - Participation forecasts
 - Other
3. Deliverables:
- Detailed analysis of program, maintenance and operational costs
 - Detailed analysis of funding options
 - Final report including, but not limited to, all expense forecasts, pricing/funding strategies and pricing policy. Report should include the factors considered in formulating new fees for unforeseen programs/offerings, cost recovery recommendations, minimum five-year pro forma for budgeting purposes, detailed findings from similar/neighboring municipalities, etc.
4. The above items shall be delivered within 120 days of signing of the contract or as negotiated prior to contract signing for this service.

Note: Nassau County shall have ownership of all data and material produced as part of this assignment. Nassau County shall have the right to utilize the material in any manner it deems appropriate to further the public good. Nassau County shall not be required to obtain a license, agreement, or other similar mechanism to publish, amend, or otherwise utilize the data in the provided by the vendor in the future.

Attachment "2"

Nassau County Parks and Recreation

*Nassau County Parks and Recreation Cost Recovery Analysis
Project Approach*

Project Approach

Task 1 – Detailed Analysis of Program, Maintenance and Operational Costs

The first task will establish the framework and outcome expectations associated with the Cost Recovery Analysis.

- A. Kick-off Meeting & Project Management**— The Consulting Team will request, collect, log, and review potential data and information required to facilitate a thorough understanding of the project background. The Consulting Team will work closely with County's designated project manager and a variety of County staff to ensure timely delivery of all work efforts, which include regular status reports to keep the project focused and on schedule. Project meetings will be facilitated in conjunction with the Parks and Recreation Staff Team.
- B. Review Existing Information, Reports of Existing and Future Facilities** — The Consulting Team will review and discuss with management and staff existing programs and operational issues at the current recreation facilities and projections for future facilities, as well as the current market, other services providers, customer base and key findings and themes in relevant reports.
- C. Demographic Analysis**— The Consulting Team will complete a demographic trends analysis which is based on Census 2020 data and projected populations for next five and ten years. Demographic characteristics analyzed and reported on will include population, age and gender distribution, households, and income characteristics. Also, the effect of demographic changes for existing recreation facilities and future recreation facilities will be researched. This analysis will provide an understanding of the demographic environment for the following reasons:
 - To understand the market areas which are potentially served by the existing and future facilities.
- D. Full Cost of Service Analysis** — The Consulting Team will perform a baseline analysis of cost of service for the following (but not limited to):
 - Recreation programs
 - Field Use (to include field prep and lighting)
 - Picnic Shelters
 - Park Building Rentals

As part of the project approach, staff training will be conducted with key Department staff during the model development processes. This is to ensure that the key users are equipped to use the models without assistance from the Consulting Team. The number of programs analyzed will be dependent on the completeness of the accounting and program/facilities activity information available for the project consultants.

Fee: \$8,000

Task 2 – Financial Analysis and Funding Options

- A. Financial Plan/Pro-Forma** — Based on the program/operations of the existing facilities and conceptual plans for the future park and facilities, the Consulting Team will develop detailed financial pricing plans illustrating pricing strategies for the existing recreation facilities, and potentially new facilities outlined in the master plan. Financial modeling will be completed in Microsoft Excel, a fully functional version of the electronic model will be provided to the City for future use as a budgeting and planning tool. The electronic financial pricing model, fully linked and functional with the ability to project and model dynamic scenarios, will include:
 - Expenditure detail
 - Staffing
 - Contractual costs
 - Maintenance

Nassau County Parks and Recreation

***Nassau County Parks and Recreation Cost Recovery Analysis
Project Approach***

- Program operating costs
- Outside vendors
- Capital improvements
- Other
- Revenue and participation detail
 - Review current and future program/rental offerings
 - Compare rental prices of neighboring areas
 - Compare program offerings and price structures of neighboring areas
 - Create a pricing plan based on a variety of factors
 - Daily operating expenses
 - Maintenance needs
 - Participation forecasts
 - Other

Pricing strategies will be based on a ten (10) step process which highlights the level of exclusivity received by the participant and the value of experience provided. The detailed pricing plan will be included as a deliverable to provide management and staff the ability to affectively plan and budget for future years. In addition to the line-item detail and summary schedules for revenues, expenditures, and debt service, this model will provide a five-year pro forma and cash flow for budgetary purposes. Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team will identify numerous funding options that can be applied based on the community values.

Fee: \$6,500

Task 3 – Final Report

Based on the analysis and findings, the Consulting Team will assemble a report document that clearly and succinctly states the programmatic, physical, and operational costs both direct and indirect to achieve a pricing policy to manage by far the future to achieve the outcome expectations. A new pricing policy to drive overall approach to services provided by the county in the future. All deliverables will be provided in electronic format. Final deliverables include:

- Detailed analysis of program, maintenance and operational costs
- Detailed analysis of funding options
- Final report including, but not limited to, all expense forecasts, pricing/funding strategies and pricing policy. Report should include the factors considered in formulating new fees for unforeseen programs/offering, cost recovery recommendations, minimum five-year pro forma for budgeting purposes, detailed findings from similar/neighboring municipalities, etc.

Fee: \$3,000

Schedule

It is anticipated that the scope of work can be completed within 120 days.

Fee: \$17,500 and includes two trips to Nassau County for meeting with key staff on costing.

Exhibit "1"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sycamore Insurance Associates LLC 999 Ohio Street Terre Haute IN 47807		CONTACT NAME: Hannah Taylor PHONE (A/C, No, Ext): (812) 242-1414 FAX (A/C, No): (812) 242-2042 E-MAIL ADDRESS: htaylor@sycamoreins.com	
INSURED PROS Consulting Inc. 35 Whittington Drive Suite 300 Brownsburg IN 46112		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford NAIC # 00914 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2122404055 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36SBAAQ6552	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36SBAAQ6552	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			36SBAAQ6552	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	36WECIC9016	04/02/2021	04/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - FA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			36PG0288700	03/01/2021	03/01/2022	Aggregate Limit 2,000,000 Retention 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE