

Board of Public Works and Safety

Agenda Item

Cover Sheet

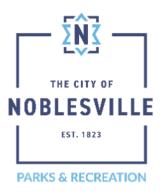
MEETING DATE: February 11, 2025

- \boxtimes Consent Agenda Item
- \Box New Item for Discussion
- □ Previously Discussed Item
- □ Miscellaneous

ITEM #: <u>7</u>

INITIATED BY: Savannah Wines

- \boxtimes Information Attached
- \Box Bring Paperwork from Previous Meeting
- □ Verbal
- \Box No Paperwork at Time of Packets



TO:	The City of Noblesville Mayor's Office
CC:	Noblesville Parks Board
FROM:	Savannah Solgere Wines, Director, Parks Department
SUBJECT:	Service Agreement with Pros Consulting Inc. for a Golf Operations Analysis
DATE:	February 5, 2025

The Parks Department is conducting a Golf Course Operations Analysis for Forest Park and Fox Prairie Golf Courses. The purpose of this analysis is to ensure our golf courses continue to meet the needs of our growing community while aligning with industry best practices and elevating our service standards.

This analysis will:

- 1. Evaluate the current lease agreement and operational practices.
- 2. Assess the financial and operational performance of the courses, including staffing, customer service, pro shop operations, and maintenance.
- 3. Identify opportunities for improvement and innovation to ensure we remain competitive and responsive to trends in the golf industry.

The study will include data collection, staff interviews, market analysis, financial performance reviews, and reporting on findings and recommendations. It will benchmark against other courses in the state and across the country and the develop a Request for Information framework to explore potential adjustments to our current operations.

The final deliverables will be a comprehensive report that includes all findings, recommendations, benchmarking insights, and the RFI framework. This report will guide decision-making and ensure our golf courses continue to serve the community at an elevated standard.



SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **Pros Consulting Inc.** (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

3.1 The term of this Agreement shall begin upon execution and terminate on December 31st, 2025 ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed <u>Thirty One Thousand Five Hundred Dollars and Zero</u> <u>Cents (\$31,500.00)</u>

4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 <u>Independent Contractor.</u> The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 <u>Subcontracting.</u>

<u>Approval required.</u> The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

- 5.3 <u>Necessary Documentation</u>. N/A
- 5.4 <u>Records; Audit.</u> Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 <u>Ownership.</u>
 - 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
 - 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City.

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 <u>Insurance</u>.

<u>Minimum Insurance Requirements</u>. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence
B. Auto Liability	
Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence \$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 <u>Termination for Cause or Convenience.</u>

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.8 <u>Termination for Failure of Funding</u>. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 <u>Indemnification</u>. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 <u>Notice</u>. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor: Pros Consulting Inc. Attn: William Younger 35 Whittington Drive, Suite 300 Brownsburg, IN 46112 To City: Noblesville Parks Attn: Savannah Wines 16 S. 10th Street Noblesville, IN 46060

Courtesy Copy: City Attorney 16 S. 10th Street Noblesville, IN 46060

- 5.11 <u>Disputes.</u> Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 <u>Non-discrimination.</u> The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 5.13 <u>Conflict of Interest.</u>
 - 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
 - 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 <u>Non-contingent Fees.</u> Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 <u>Force Majeure</u>. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 <u>Waiver</u>. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 <u>Severability.</u> If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 <u>Attorneys' Fees.</u> Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 <u>Successors and Assigns.</u> City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 <u>Authority to Bind Contractor</u>. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
 - 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
 - 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
 - 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 <u>Compliance With E-Verify Program.</u> Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
 - 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
 - 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
 - 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
 - 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

_____ ("Contractor")

By: <u>Leon Gounger</u>

Date: 1/23/2025

Printed: Leon Younger

Title: President

City of Noblesville

In fer _____ By:

Printed: Chris Jensen

Title: Mayor

Date: 02/04/2025

E-Verify Affidavit

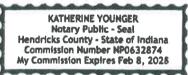
Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor):	PRAS CONSulting INC.	
By (Written Signa	ature): Leon younger	
(Printed Name):	Leon. Younger	
(Title):	President	
Immoutant Notan	Signature and Soal Provined in the Space Polow	

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana		
COUNTY OF Hendricks	SS:	



20 24	Subscribed an	d sworn to before me this	26	day of July	
Му сог	nmission expire	es: Feb. 8,2028	(Signe	d) Katherix	· Suncer
a.	Residing in	Hendricks		County, State of	Indiana



Project Understanding

The City of Noblesville operates two golf courses that serve the community, which includes Forest Park Golf Course, which is Hamilton County's oldest golf course that features 9-holes that was built in 1927. Also, the City operates Fox Prairie Golf Course, which is a 27-hole championship golf course built in 1970.

As the Noblesville community continues to grow and evolve since the golf courses were opened, so must the programs and services the City provide. This project is designed to review the current lease agreement of the management of the golf courses, well as perform an analysis of current operations.

Task1 – Project Coordination, Data Collection and Market Analysis

- A. Kick-off Meeting/Data Collection The first task will establish the framework and outcome expectations associated with the Golf Course Operations Review. Included in this task will be a kick-off meeting; the kick-off meeting should be attended by the key stakeholders and staff members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the PROS Team. Steps of this task include:
- B. Review Existing Information, Reports, and Forest Park and Fox Prairie Golf Course The PROS Team will review and discuss with management and staff existing programs and operational issues at the two golf courses as well as the customer base and key findings and themes in relevant reports.

As part of this review, we will also look at existing lease agreements with the City's current golf course operator and create a briefing on what is contained in the agreement on areas that are mutually beneficial and areas of enhancement.

C. Staff Interviews – The PROS Team will perform four (4) focus group interviews over a one-day period with the staff to evaluate the vision for the two golf courses; these interviews will occur within the first 15 days of the project. The strength, weaknesses, opportunities and threats facing the two golf courses will also be evaluated during this time. It is important to have small group focus groups with these stakeholders to ascertain candid input.

Task 2 – Review of Reporting Practices and Historical Performance

The PROS Team will evaluate performance data and management reporting and recommend best practice management reporting components. As part of the review, we will determine the types of reporting formats that are currently used to reflect the performance of given sectors of the golf course operations. We will also assess the frequency the data is captured to understand the level of effectiveness. We will offer recommendations for change where appropriate and warranted. Operating performance (fees, programming/software, revenues and expenses) will be reviewed with recommendations for future needs.

- A. Staffing and Maintenance Analysis The Consulting Team will review the current staffing levels of the two golf courses based on full operations. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. This task will require a workshop with key management and staff. Levels of service and operational costs will be finalized.
- B. Financial Performance Review Utilizing the information from the City of Noblesville and its on-call financial services consultant, the PROS Team will meet with the Finance staff to review





reporting practices of the golf course business operations. From discussions with the Finance staff, we will analyze cost/profit ratios, types and costs of goods sold, inventory balances for reasonability, commissions and incentives. Also, we will analyze current profit centers, make recommendations on future programming and include in the final report:

- History of the Profit and Loss statement for the golf courses retail business (apparel, equipment, miscellaneous retail goods)
- History of the Profit and Loss statement for food and beverage sales
- Private and Group Lessons and clinics
- Leagues and programs
- Memberships
- Outings
- Tournaments
- Daily fees/ walk-ons

Task 3 – Report Development

The PROS Team will meet with the City of Noblesville management to review the draft findings and recommendations to develop a finalized report for submittal to the City as an administrative document as a final deliverable. The report, describing the elements of the study described above, shall include an overview of assessments and a list of findings and recommendations derived from the items listed to review operations and services offered by the City's golf course operations.

OPTIONAL – Alternative Service Provider Benchmark

The PROS Team will analyze all major direct and indirect service providers for golf courses in the market. Direct and indirect service providers will be based on typical services/programs administered in like golf courses, 9 and 18-hole. An inventory of comparable facilities will be carried out on a local basis to attempt to quantify market share. An analysis of the competition will include location, service offering, pricing, and attractions.

OPTIONAL – Request for Information Consultation

As an optional service, PROS Consulting can develop a complete request for information framework package for the outsourcing of the operations of the City's golf courses. The request for information will outline the framework and details the City of Noblesville desires for operations of the golf course pro-shop, driving range, hospitality (tournaments/events) and golf related programs related to the golf operations.

PROS will submit the request for information framework to the City of Noblesville Parks and Recreation for review. PROS will make any necessary changes based on the City of Noblesville's input and operational philosophy where appropriate. The Request for Information can include the development of the following:

- Set up the framework of the RFI for the Purchasing Department to send out to golf management companies and individual PGA golf professionals
- Specify the qualifications of the individual or golf management company to do the work required
- Outline the operational plan requirements for the pro-shop and golf program operations
- Set up a business plan format for the individual or golf management company to follow





- Develop an operational questionnaire for the proposing individual and/ or golf management company to respond to
- Outline the financial requirements expected from the city that the individual or golf management company will need to supply
- Outline the Criteria for Selection
- Outline the Instructions that Bidders need to follow as part of the RFP process

The PROS Team will be available to respond to questions/concerns from golf course management suppliers and or PGA professionals throughout the proposal process. PROS will act as an advisor to the City of Noblesville in the evaluation of submitted RFI's based on the framework requirements and criteria outlined in the request for proposal package.

Fee Proposal

Golf Course Operations Review - \$17,500

<u>OPTIONAL</u>: Alternative Service Provider Benchmark - \$4,500 <u>OPTIONAL</u>: Request for Information Consultation - \$9,500

Schedule 3-4 Months



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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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.												
11	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).											
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ł –	DUCER						NAME:					
1 '		surance Associa	ites LLC				PHONE (A/C, No E-MAIL	o, Ext): (812) 2	42-1414	FAX (A/C, No	; (812)	242-2042
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	idicated. Ertificat	. NOTWITHSTAN TE MAY BE ISSU	NDING ANY REQUI	REME NN, TI	ent, te He ins	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTR/ E POLICI	ACT OR OTHER	R DOCUMENT V D HEREIN IS S	WITH RESPECT TO WHICH	THIS	
INSR		TYPE OF INSU	RANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LINI	TS	
	× com	MERCIAL GENER	AL LIABILITY							EACH OCCURRENCE	\$ 2,00	0,000
		CLAIMS-MADE								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,	and the second second second
		-								MED EXP (Any one person)	s 10,0	00
A				Y		36SBAAQ6552		03/01/2024	03/01/2025	PERSONAL & ADV INJURY	\$ 2,000,000	
	GEN'L AG	GREGATE LIMIT AP	PLIES PER:							GENERAL AGGREGATE	s 4,000,000	
	POL	SI PRO	LOC	1 6						PRODUCTS - COMP/OP AGG	4.00	0,000
	ОТН		100				1			PRODUCTS - COMPUPAGG	\$ 4,00	
		BILE LIABILITY								COMBINED SINGLE LIMIT	\$ 2,00	0.000
	ANY	AUTO								(Ea accident) SODILY INJURY (Per person)	\$	
A	OWN	VED	SCHEDULED			36SBAAQ6552		03/01/2024	03/01/2025	BODILY INJURY (Per accident)		
	HIRE	OS ONLY	AUTOS NON-OWNED					/		PROPERTY DAMAGE	\$	
	AUTO		AUTOS ONLY							(Per accident)	\$	
								_	03/01/2025		3.00	0,000
А	EXC	ESS LIAB	CLAIMS-MADE			36SBAAQ6552	03/01/2	03/01/2024		EACH OCCURRENCE	\$ 3,000	
	DED				COOLS DI RECOLL			CONT NECES	00/01/2020	AGGREGATE		5,000
		COMPENSATION								V PER OTH-	\$	
		OYERS' LIABILITY								X PER STATUTE ER	1.000	0.000
A	OFFICER/A	MEMBER EXCLUDE		N/A		36WECIC9016	04/02/2024	04/02/2024	04/02/2025	E.L. EACH ACCIDENT	ş 1,000	
	(Mandator) 위 yes, desc	ribe under							E.L. DISEASE - EA EMPLOYEE	\$ 1,000		
	DESCRIPT	ION OF OPERATION	NS DElOW	-						E.L. DISEASE - POLICY LIMIT		0,000
A		onal Liability			36PG0288700			03/01/2024	03/01/2025	Aggregate Limit Per Claim Limit		0,000
	Renoact	tive Date 5/24/20	JUJ			55. OBE00700		0010112024	00/01/2020			0,000
DESC	BIDTION OF		OCATIONS (VELUC) -	0 (10	000 (1	ot, Additional Remarks Schedula, 1				Retention	10,00	<u></u>
The	general li:		includes a blanket			on, Additional Remarks Schedule, 1 additional insured endorseme				or agreement between the		
CERTIFICATE HOLDER CANCELLATION												
461						1	UANUI	LLATION			_	
							SHOL	JLD ANY OF TI	E ABOVE DE		CELLED	BEFORE
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN												
		City of Nobles					ACCO	ORDANCE WIT	H THE POLICY	PROVISIONS.		
		701 Cicero Rd				-	AITTUOS		TATIN			
							ROLLING	IZED REPRESEN	Alive			
		Noblesville				IN 46060			1	and -		1
									L	and to theme		
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