

**MEMORANDUM OF AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
MARKETING AND OUTREACH DIVISION
AND
GENESEE COUNTY PARKS**

ARTICLE 1 – Purpose

This Memorandum of Agreement (MOA) is made and entered into by and between the Michigan Department of Natural Resources (DNR), Marketing and Outreach Division (MOD) and Genesee County Parks (GCP) for the purpose of developing a collaborative relationship to bring interpretive programming to the Flint State Park. Attachment A is a Work Plan outlining the requirements of the GCP interpretive staff and is incorporated into this MOA. Attachment B outlines the necessary budget and is also incorporated into this MOA.

GCP shall provide interpretive programming at the Flint State Park including Nature Awaits 4th grade field trip programming in the spring and fall and public programming year-round including Stepping Stones urban youth programming in the summer.

ARTICLE 2 – Equal Opportunity and Access

The DNR provides equal opportunities for employment and access to Michigan's natural resources. Both state and federal laws prohibit discrimination on the basis of race, color, natural origin, religion, disability, age, sex, height, weight or marital status under the U.S. Civil Rights Acts of 1964 as amended 1976 MI PA 453, 1976 MI PA 220, Title V of the Rehabilitation Act of 1973 as amended and the 1990 Americans with Disabilities Act as amended.

The GCP and its members, employees and staff shall adhere to the same policy and not refuse such person(s) any accommodation to facilities, service or privilege offered to or enjoyed by the general public.

ARTICLE 3 – Mutual Agreements

DNR and GCP (each a "Party" and collectively the "Parties") mutually agree:

- 1) The Parties' authorized representatives who shall be responsible for carrying out the provisions of this MOA shall be:

Jon Spieles, MOD Chief
Marketing and Outreach Division
Michigan Department of Natural Resources
PO Box 30444
Lansing, MI 48909

Patrick Linihan, Director

Genesee County Parks
5045 East Stanley Rd.
Flint, MI 48506

- 2) To meet as determined necessary by either Party to discuss mutual program interests, accomplishments, needs, and procedures to maintain or amend this MOA. Personnel authorized to attend meetings under this MOA shall be the DNR or the GCP representative and his/her designee, and/or those additional persons authorized and approved by DNR and GCP.

The Parties may mutually agree in writing at any time during the term of this MOA to modify, add or delete services from Attachment A. These changes shall take the form of official amendments to this MOA and the incorporated attachments.

ARTICLE 4 – Duties

DNR agrees:

- To mutually establish priorities, expectations, and a general framework for the provision of interpretive services with GCP.
- To authorize GCP to provide the interpretive services as defined and outlined in Attachment A.
- To designate to GCP the DNR authorized individuals who shall be responsible for the coordination and administration of interpretive activities conducted pursuant to this MOA.
- To share training responsibilities for Nature Awaits and Stepping Stones and other interpretive programming with GCP at Flint State Park.
- To contribute funding to GCP in the amounts outlined in Article 5 and Attachment B.

GCP agrees:

- To work on the priorities mutually established by GCP and DNR to conduct interpretive activities and services as described in Attachment A.
- To provide office space and furniture, basic on-site administrative assistance, access to telephone and internet services, network capabilities and office materials.
- To designate to DNR the authorized GCP individuals who shall be responsible for the administration and supervision of the services conducted pursuant to this MOA.
- To administer the employment of the interpretive staff hired to conduct the activities and services detailed in Attachment A. GCP shall keep records of expenditures incurred under this MOA for a period of not less than one year from the date of completion of the services provided under this MOA and DNR shall have the right to inspect such records.
- To provide any additional funding necessary for the employment of the interpretive staff hired to conduct interpretive services beyond DNR's contribution to staff-related expenses.

- To provide overall supervision and employment of the interpretive staff. Interpretive staff will be at-will employees of GCP and are not employees of the DNR. GCP will be responsible for the interpretive staff's wages, benefits and authorized expenses. GCP will be responsible for the payment of all federal, state and local taxes and for obtaining Worker's Compensation insurance. The GCP interpretive staff will be required to always adhere to GCP rules, policies and procedures governing GCP employees.

ARTICLE 5 – Performance/Financial Reporting and Amount

The total amount which may be spent pursuant to this MOA is up to \$379,541, \$229,541 of which is earmarked for staffing expenses and \$150,000 of which is earmarked for program supplies and rentals.

The DNR Marketing and Outreach Division shall be sent an invoice monthly by GCP with the expenditures from the past month for prompt reimbursement. The invoice shall be submitted to Holly Vaughn (Vaughnh@michigan.gov).

Bi-annual narrative report(s) will be submitted to Holly Vaughn (Vaughnh@michigan.gov) by December 19, 2025 and June 16, 2026.

The narrative report will include the following:

- Expenditures
- Program Attendance reports with participant numbers.

ARTICLE 6 – Closeout

When this MOA is concluded or terminated, GCP shall provide DNR within 30 days after conclusion or termination, with all financial, performance and other reports required as a condition of the MOA. DNR shall make payments to GCP for allowable reimbursement costs not covered by previous payments. GCP shall immediately refund to DNR any payments of funds advanced to GCP in excess of allowable reimbursable expenditures.

ARTICLE 7 – Contingencies

This MOA is contingent upon passage by the Legislature of an appropriation from which expenditures may be legally met and shall not obligate DNR upon failure of the Legislature to so appropriate. This MOA may also be reduced or terminated if the Legislature only provides DNR funds for a finite period.

ARTICLE 8 – Scope

All activities will be conducted in accordance with all applicable federal, state, and local laws, rules, and regulations. Nothing in this MOA shall prevent GCP from entering into separate agreements with any other organization or individual for the purpose of providing interpretive services exclusive of those provided for under this agreement.

ARTICLE 9 – Amendments and Termination

This MOA is the entire agreement and replaces all previous agreements between the parties for the agreement activities. Either party may terminate this MOA at any time by giving 30 days prior written notice to the other party. This MOA may be amended at any time by mutual written agreement of the parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed or exist to bind any of the parties. DNR payment of funds for purposes of this MOA is subject to and conditional upon the availability of funds for such purposes. No commitment is made by DNR to continue or expand such activities.

ARTICLE 10 – Term

This MOA will be in effect from the date of signature through July 23, 2026, unless terminated at an earlier date in accordance with Article 9.

ARTICLE 11 – Special Provisions

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents, or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations of its agents or employees, under this MOA, and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts or acts of negligence or the failure to exercise proper precautions, of or by itself or its own agents or its own employees.

ARTICLE 12 – Signatures

In witness whereof, the parties sign their names as evidence of their approval of this MOA.

For DNR:

Jon Spieles
Chief, Marketing and Outreach Division
Michigan Department of Natural Resources

Signature

Date

For GCP:

Patrick Linihan, CPRP
Director

Genesee County Parks

Signature

Date

For GCP:

Delrico J. Loyd
Chairman
Genesee County Board of Commissioners

Signature

Date

Attachment A:

Work Plan

Interpretive Program Details

GCP to provide public programming year-round at Flint State Park.

Event Days: *(include partner support)*

- **Spring** *(March/April)* Before Spring Public Programming kicks off hosts an event to highlight the upcoming event.
- **Winter** *(November/December)* Before Winter Public Programming kicks off, hosts an event to highlight the upcoming event.
- **Fall** *(September)* Before Fall Public Programming kicks off and hosts an event to highlight the upcoming event.
- **Summer** *(June)* Before Fall Public Programming kicks off and hosts an event to highlight the upcoming event.

Winter Public Programming:

- Host at least one public program per week in December, January and February. Host one special event during this quarter.
- Snowshoes, Birding, Sledding (build your own sled using cardboard), animal tracks, Stem programming, Park History Hikes, volunteer in the parks
- Monthly Community Science Program: GLOBE Observer, ebird, MISIN, [My Tree](#), ISeeChange

Spring Public and School Programming:

- Host at least two public programs per week in March, April and May. Host one special event during this quarter.
- Coordinate and Lead Spring Nature Awaits Programming at Flint State Park.
- Spring Wildflower hikes, Tree ID hikes, Birding, Disc Golf, Painting with easels, biking, Park History Hikes, volunteer in the parks
- Monthly Community Science Program: eBird, Herp Atlas, Vernal Pool Patrol, iNaturalist, MISIN, The Redbud Phenology Project, Journey North, GLOBE Observer, Michigan Butterfly Network, [My Tree](#), Celebrate Urban Birds, ISeeChange

Summer Public and Youth Programming:

- Stepping Stones Youth Summer Program 4 days per week.
- Host at least one public program per week in June, July and August. Host one special event during this quarter.
- Suggest Summer Public Programs should follow what is being offered in the Stepping Stones Youth Summer Program
- Birding, Disc Golf, Painting with easels, biking, Invasive Species Hike, Park History Hikes, volunteer in the parks
- Monthly Community Science Program: eBird, MISIN, Herp Atlas, Michigan Butterfly Network, ISeeChange

Fall Public and School Programming:

- Host at least one program per week in September, October and November. Host one special event during this quarter.
- Coordinate and lead Fall Nature Awaits Programming at Flint State Park.
- Fall Color hikes/tours, Tree ID hikes, Birding, Disc Golf, Painting with easels, Biking, Invasive Species hike, Park History Hikes, volunteer in the parks
- Monthly Community Science Program: Monarch Watch, MISIN, MI-Mast, GLOBE Observer, eBird, My Tree, Celebrate Urban Birds, ISeeChange

Youth Stepping Stones Summer Program:

- 4 days each week of programming with 1 day for prep and planning etc.
- 3 days each week will be organized with local summer programming (SBEV, Boys & Girls Club etc)
- 1 day each week will be open to the public
- 5-week sessions
- Session 1 - weeks of June 23 - July 21
- Session 2 - July 28 - August 25
- Each week will have the same program topics with different groups each day.
- Program topics idea include: Disc Golf, Archery, camping 101, pond study, birding, nature hikes, fishing, backpacking, Wilderness Survive Skill (Fort building, knot tying, fire building), Geocaching, Orienteering, Animal Tracks, foraging, Youth Garden

Attachment B:

Budget – Genesee County Parks

Program Supplies and Rentals

Item	Cost Per Item
Chevrolet Traverse + Rec Trailer	\$30,000
Storage Structure	\$15,000
Porta-Johns (locked)	\$15,000
Program Supplies	\$90,0000
Total	\$150,000

Staff-related Expenses

Item	Cost Per Item
Staff Salaries (2 FT and 3 PT)	\$214,541
Curriculum/Training	\$5,000
Travel	\$10,000
Total	\$229,541

Total: \$379,541