



APRIL 28, 2026

CONSULTANT SERVICES AGREEMENT

CLIENT: GENESEE COUNTY BOARD OF COMMISSIONERS

PROPOSAL

For consideration

Effective Date: _____

This Consultant Services Agreement (this “Agreement”) is entered into by and between the Genesee County Board of Commissioners (the “Client”) and Wayman Britt Enterprises, LLC, a Michigan limited liability company doing business as WBE Consultancy Services (the “Consultant”). Client and Consultant may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Client desires to establish an independent, not-for-profit Genesee County Sports Commission (“GCSC”) as a long-term economic development engine to attract sporting events, increase visitor spending, support local businesses, and elevate Genesee County as a destination for sports and recreation; and

WHEREAS, the Consultant has demonstrated leadership experience in the creation, launch, and sustainment of a comparable sports commission, including foundational involvement with the West Michigan Sports Commission, and is willing to provide strategic, organizational, and implementation consulting services in furtherance of these objectives; and

WHEREAS, the Client desires to engage the Consultant to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF WORK Consultant will provide strategic, organizational, and implementation consulting services to support Client’s initiative to establish the Genesee County Sports Commission (GCSC) as an independent 501(c)(3) organization (the “Project”). The services include the phased work described in the Exhibits attached hereto, which are incorporated into this Agreement by reference. Consultant shall provide the services of Wayman P. Britt as the principal consultant under this Agreement.

2. DELIVERABLES AND CHANGE CONTROL Consultant will use commercially reasonable efforts to deliver the work products and services described in Exhibit B (the “Deliverables”) in accordance with the timelines shown, subject to Client’s timely cooperation and reasonable access to information and stakeholders. Any material change to scope, assumptions, or Deliverables shall be documented in a written change order signed by both Parties, including any adjustment to fees, schedule, or resources.

3. TERM The term of this Agreement begins on the Effective Date and continues for thirty-six (36) months to support the Phase 1–4 timeline described in Exhibit B (the “Term”), unless sooner terminated as provided herein. The Parties may extend the Term by written amendment.

4. CONSULTANT’S EFFORTS Consultant shall devote the time reasonably necessary to perform the services hereunder, but shall not be obligated to provide more than an average of thirty (30) hours per month during the Build Phase (Months 1–24) or fifteen (15) hours per month during the Sustainment

Phase (Months 25–36), except as may otherwise be agreed to by the Parties in writing. Hours worked in excess of these caps, if any, shall be billed at a mutually agreed hourly rate or memorialized in a written change order pursuant to Section 2. The manner and means of performance shall be under the sole control of Consultant. Consultant is not prohibited from accepting assignments from other clients during the Term, provided that such assignments are not inconsistent with Consultant’s obligations hereunder.

5. FEES AND PAYMENT Client shall pay Consultant a phased monthly professional services retainer (the “Monthly Retainer”) in accordance with the schedule below. The unit of measure for each Monthly Retainer is the calendar month, payable in arrears.

(a) Build Phase Retainer (Months 1–24, covering Phases 1–3 of Exhibit B). A flat Monthly Retainer of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per calendar month (the “Build Phase Monthly Retainer”).

(b) Sustainment Phase Retainer (Months 25–36, covering Phase 4 of Exhibit B). A flat Monthly Retainer of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per calendar month (the “Sustainment Phase Monthly Retainer”).

(c) Inclusions and Exclusions. The Monthly Retainers above are inclusive of project planning and preparation, content development, all routine Consultant travel within the State of Michigan (including mileage, fuel, and incidental meals), and ordinary out-of-pocket expenses. The Monthly Retainers are exclusive of (i) costs for equipment and materials needed to execute programmatic activities, (ii) direct programmatic or capital costs of the GCSC, and (iii) extraordinary out-of-pocket expenses pre-approved by Client in writing.

(d) Invoicing. Consultant shall invoice monthly in arrears. Each invoice shall reference this Agreement, identify the period covered, and include a brief summary of activities and progress for the period. Client shall pay all valid, undisputed invoices within thirty (30) days of receipt.

(e) Taxes. Consultant shall be responsible for and shall pay all federal, state, and local taxes relating to any payments hereunder, and Client shall furnish Consultant with an IRS Form 1099 in accordance with applicable law.

6. INDEPENDENT CONTRACTOR Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of Client. Consultant is solely responsible for all taxes, withholdings, insurance, and other statutory, regulatory, or contractual obligations of any sort, including those relating to Consultant’s personnel. Wayman P. Britt and any other personnel furnished by Consultant shall not be entitled to or covered by any benefits Client may provide its employees, including group insurance, retirement plans, unemployment insurance, or workers’ compensation insurance. Consultant shall, at its

sole expense, maintain general liability, automobile liability, and property damage insurance in commercially reasonable amounts and provide certificates of coverage upon request.

7. REPORTING In the performance of the services, Consultant shall provide Client with progress briefings on a regular basis as reasonably requested, but in no event less than quarterly. Consultant shall also deliver written progress summaries at the conclusion of each Phase identified in Exhibit B and a final assessment and recommendation report at the conclusion of the engagement, in a format reasonably acceptable to Client.

8. CONFIDENTIALITY During the Term and thereafter, each Party will maintain in confidence and not disclose to any third party any non-public information of the other Party that is identified as confidential or that reasonably should be understood to be confidential (“Confidential Information”). Confidential Information does not include information that is (a) publicly available through no fault of the receiving Party, (b) already known by the receiving Party without restriction, (c) independently developed without use of Confidential Information, or (d) rightfully obtained from a third party without a duty of confidentiality. The receiving Party may disclose Confidential Information to the extent required by law or applicable public records statute, provided it gives prompt notice (to the extent legally permitted) and cooperates in seeking protective treatment.

9. INTELLECTUAL PROPERTY Upon full payment of fees due for the applicable work, Client will own the Deliverables created specifically for Client under this Agreement (“Work Product”), excluding Consultant’s pre-existing materials, templates, tools, know-how, methodologies, and general expertise (“Background IP”). Consultant retains all right, title, and interest in Background IP. To the extent any Background IP is embedded in the Work Product, Consultant grants Client a perpetual, non-exclusive, royalty-free license to use such Background IP solely as necessary to use the Work Product for Client’s internal purposes.

10. STANDARD OF CARE Consultant will perform the services in a professional and workmanlike manner consistent with generally accepted consulting standards. Consultant is not providing legal, tax, or accounting advice. Client is responsible for decisions made based on the services and should consult its legal counsel and other advisors as appropriate, including regarding 501(c)(3) formation and compliance.

11. LIMITATION OF LIABILITY To the maximum extent permitted by law, neither Party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages (including lost profits, lost revenue, or loss of goodwill) arising out of or relating to this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility of such damages. To the maximum extent permitted by law, 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.

12. INDEMNIFICATION Each Party (the “Indemnifying Party”) will defend, indemnify, and hold harmless the other Party and its commissioners, directors, officers, employees, and agents from and against any third-party claims, damages, liabilities, and reasonable costs (including attorneys’ fees) arising out of the Indemnifying Party’s gross negligence or willful misconduct, or its breach of this Agreement. The County’s obligations under this Section shall apply only to the extent permitted by Michigan law and shall not constitute a waiver of governmental immunity or any other defenses available to the County, its commissioners, directors, officers, employees, or agents. The rights and obligations under this Section shall survive termination of this Agreement.

13. TERMINATION Either Party may terminate this Agreement for convenience upon thirty (30) days’ prior written notice to the other Party. Either Party may terminate this Agreement for cause if the other Party materially breaches this Agreement and fails to cure the breach within fifteen (15) days after receiving written notice of the breach. Upon termination, Client will pay Consultant for all services performed and Deliverables completed through the effective termination date, plus any approved, unreimbursed expenses. Upon termination, Consultant shall promptly deliver to Client all Work Product and Client materials in Consultant’s possession. Sections that by their nature should survive (including Confidentiality, Intellectual Property, Limitation of Liability, Indemnification, and Miscellaneous provisions) will survive termination.

14. NOTICES Notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, or certified mail (return receipt requested) to the addresses set forth below (or to such other address a Party designates by notice). Email notice may be used if acknowledged by the receiving Party.

If to Client:	If to Consultant:
<p>Genesee County Board of Commissioners Attn: Joshua Freeman, Director of Administration Address: _____ _____ Email: _____ Phone: _____</p>	<p>Wayman Britt Enterprises, LLC (d/b/a WBE Consultancy Services) Attn: Wayman P. Britt Address: _____ _____ Email: wayman@waymanbritt.com Phone: 616.295.6703</p>

15. GOVERNING LAW This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws principles. The Parties consent to venue and jurisdiction in the state and federal courts located in Michigan for any action arising out of or relating to this Agreement, unless Client is required by law to use a different venue.

16. MISCELLANEOUS

Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior or contemporaneous proposals, discussions, and understandings.

Amendment. Any amendment must be in writing and signed by both Parties.

Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a merger, reorganization, or sale of substantially all assets.

Severability. If any provision is held unenforceable, the remaining provisions will remain in effect.

Counterparts. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

17. SIGNATURES Intending to be legally bound, the Parties have executed this Agreement as of the Effective Date written above.

CLIENT:	CONSULTANT:
<p>Genesee County Board of Commissioners</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Wayman Britt Enterprises, LLC <i>(d/b/a WBE Consultancy Services)</i></p> <p>By: _____</p> <p>Name: Wayman P. Britt</p> <p>Title: Principal</p> <p>Date: _____</p>

EXHIBITS

(Incorporated by Reference)

Exhibit A — Project Objectives

The engagement will provide strategic, organizational, and implementation leadership to design, fund, structure, launch, and sustain the GCSC as a long-term economic development engine aligned with County priorities. This engagement builds a system — not a study.

Primary Outcomes

- Creation of an independent Sports Commission organized as a 501(c)(3);
- Defined governance and leadership structure;
- Multi-source seed funding secured;
- Coordinated partnership ecosystem (Convention and Visitors Bureau (CVB), education, business, hospitality);
- Launch of an event recruitment and economic impact model; and
- Sustainable operating framework.

Exhibit B — Project Deliverables and Timeline

WBE will provide consulting services to Client through a phased, structured engagement aligned with best practices and the County’s stated requirements.

Phase	Key Deliverables	Timeline
1: Initiation & Alignment	Stakeholder engagement, readiness assessment, strategic alignment	Months 1–6
2: Development & Design	Organizational model, governance, funding strategy, partnership framework	Months 6–12
3: Formation & Execution	501(c)(3) formation, board recruitment, funding campaign, launch preparation	Months 12–24
4: Sustainment & Growth	Event pipeline activation, revenue strategy, performance tracking	Months 24–36

Phase 1 — Initiation & Alignment

Establish clarity, alignment, and readiness across stakeholders.

Activities:

- Stakeholder interviews (County, City, CVB, foundations, universities, business leaders);
- Asset and opportunity assessment, including review of County-owned recreational assets;
- Identification of constraints and opportunities; and
- Delivery of a Phase 1 readiness summary to Client.

Phase 2 — Development & Design

Design the structure and strategic model for GCSC.

Activities:

- Independent 501(c)(3) organizational design;
- Governance framework (board and committees);
- Multi-organization funding strategy with initial funding target and source map;
- CVB partnership model with clearly defined and non-redundant roles; and
- Delivery of a Phase 2 design package to Client.

Phase 3 — Formation & Execution

Formally establish and launch the Commission.

Activities:

- Legal formation of GCSC; board recruitment and onboarding;
- Seed funding campaign execution; and
- Negotiation and execution of partnership agreements.

Phase 4 — Sustainment & Growth

Ensure long-term viability and measurable impact.

Activities:

- Event recruitment strategy implementation;
- Economic impact tracking system implementation;
- Sponsorship and revenue development; and
- Operational scaling and transition to standing GCSC leadership.

Exhibit C — Organizational Model and Governance

The GCSC will be structured as an independent nonprofit organization, consistent with County requirements. The governance structure shall balance independence, accountability, expertise, and community representation.

Governance Recommendations:

- Representation across:
 - Public sector
 - Business
 - Hospitality
 - Education
 - Community stakeholders

Exhibit D — Funding Strategy

The GCSC will be funded through a multi-source model:

- County (catalytic investment, not sole source);
- Philanthropy;
- Corporate sponsorships;
- Hospitality sector; and
- Grants (state and federal).

Exhibit E — CVB Relationship Model

The GCSC and the local Convention and Visitors Bureau (CVB) shall operate as distinct but coordinated entities, with clearly defined and non-redundant roles.

GCSC	CVB
Event Recruitment	Destination Marketing
Sports Strategy	Visitor Services
Facility Utilization	Brand Promotion

Exhibit F — Partnership Strategy

The GCSC will engage:

- Colleges and universities;
- K–12 systems;
- Youth sports organizations;
- Local businesses; and
- Philanthropic partners.

Hospitality Engagement

Hospitality partners are central to success — not peripheral. A targeted strategy will be implemented to engage:

- Hotel operators;
- Restaurant groups; and
- Tourism-related businesses.

Exhibit G — Economic Development Impact

The GCSC will serve as a regional economic engine.

Outcomes

- Increased hotel room nights;
- Visitor spending growth;
- Event attraction (regional → national); and
- Business and infrastructure investment.

Metrics

- Room nights;
- Event volume;
- Economic impact (\$);
- Participation rates; and
- Tax revenue growth.

Exhibit H — Sustainability Plan

Long-term sustainability will be achieved through:

- Hotel/Motel tax revenue;
- Sponsorship revenue;
- Event fees;
- Grants and philanthropy; and
- Hospitality partnerships.

Exhibit I — Required Proposal Elements

The services shall directly address each of the Required Proposal Elements set forth by the County:

1. Independent Organizational Model

Consultant shall structure the GCSC as a standalone 501(c)(3) nonprofit organization, separate from Genesee County, the local CVB, and any other organization, while maintaining a close working partnership with Client and the local CVB. Consultant shall define the appropriate role of Genesee County in supporting the GCSC's creation, early development, strategic alignment, and long-term success without making the GCSC a county department or county-controlled entity.

2. Governance and Oversight Structure

Consultant shall recommend a governance structure that balances independence, accountability, expertise, and community representation, board size, and composition.

3. Multi-Organization Seed Funding Strategy

Consultant shall develop a strategy for securing matching seed funding from multiple sources, not solely from Genesee County, including philanthropic organizations, local municipalities, colleges and universities, major employers, and state and federal grant opportunities. Consultant shall recommend an initial capitalization target and a path toward long-term sustainability.

4. Defined Role for the Local CVB

Consultant shall clearly define the relationship between the GCSC and the local CVB, including distinct missions, clear responsibilities, and measurable expectations, and shall design coordination protocols intended to eliminate redundancy.

5. Partnerships

Consultant shall develop a strategy for engaging colleges, universities, K–12 schools, athletic departments, and youth sports organizations, addressing athletic facilities, collegiate and youth events, volunteer recruitment, and community wellness initiatives, and shall include steps to engage local businesses with deep ties to Genesee County for sponsorship, board and committee participation, event support, vendor participation, and long-term investment.

6. Hotelier and Hospitality Support

Consultant shall implement a specific strategy to build support among local hoteliers and hospitality partners. Because increased sports tourism directly benefits hotels through overnight stays, the hospitality sector shall be treated as a core partner and engaged early and continuously throughout the engagement.

7. Economic Development Vision

Consultant shall articulate a compelling vision for the GCSC as a major regional economic development tool — attracting regional, statewide, and national sporting events; increasing visitor spending; supporting restaurants, retailers, hotels, and small businesses; encouraging infrastructure investment; and strengthening the County’s reputation as a destination for sports and recreation. Recommended impact metrics include hotel room nights, visitor spending, event volume and attendance, partner participation, participation rates, and tax revenue growth.

8. Sustainability Plan

Consultant shall deliver a long-term sustainability plan addressing recurring revenue, staffing, operations, fundraising, sponsorships, grants, event revenue, hotelier support, and other sustainable funding mechanisms, including hotel/motel tax revenue and strategies to leverage county-owned recreational assets.