



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, July 16, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1978](#) Approval of Meeting Minutes - June 11, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1838](#) Approval of a purchase order to various vendors for fiscal years 2025 and 2026, in an amount not to exceed \$200,000.00, to provide for the purchase of candy, cider, donuts and supplies for the Crossroads Village Ghosts & Goodies Program (Halloween); the cost of this purchase order will be paid for from the accounts listed
2. [RES-2025-1900](#) Approval of an agreement between Genesee County and Granicus to provide for legislative management software
3. [RES-2025-1950](#) Approval of a request to sell a vacant lot, parcel 14-24-552-189, located on W. Yale St, in the amount of \$50.00
4. [RES-2025-1953](#) Approval of a purchase order to Midstates Recreation for the fiscal year ending 2025, in an amount not to exceed \$48,311.00, to provide engineered wood fiber at various county park locations; the cost of this purchase order will be paid from the accounts listed

5. [RES-2025-1958](#) Approval of an agreement between Genesee County and McKerchie Enterprises, Inc., in an amount not to exceed \$35,220.00, to provide for the installation of five back up generators at various county park locations; the cost of this agreement will be paid from account 2080-770.01-930.000
6. [RES-2025-1966](#) Approval of an agreement between Genesee County and the Michigan Department of Natural Resources, in an amount of \$379,541.00, to provide programming at Genesee County's State Park; the budget for this agreement is attached
7. [RES-2025-1972](#) Approval of a grant award from the Sara McDonnell Voyle Fund at the Community Foundation of Greater Flint, in the amount of \$13,000.00, to provide kayaking programs for underserved communities; the budget for this grant is attached

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1978

Agenda Date: 7/16/2025

Agenda #:

Approval of Meeting Minutes - June 11, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Public Works Committee Meeting Minutes

Wednesday, June 11, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 6:13 PM.

II. ROLL CALL

Present: Brian K. Flewelling, James Avery, Beverly Brown and Shaun Shumaker

Absent: Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1859](#) Approval of Meeting Minutes - May 21, 2025

RESULT: APPROVED

MOVER: Shaun Shumaker

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

-
1. [RES-2025-1581](#) Approval of an agreement between Genesee County and Preferred Data Systems, in an amount not to exceed \$57,475.63, to provide for annual software license renewals for email security and archiving; the cost for this agreement will be paid from the accounts listed

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd
 2. [RES-2025-1774](#) Approval of a purchase order to WW Williams for the fiscal year ending 2025, in an amount not to exceed \$20,000.00, to provide generator maintenance at various county facilities; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd
 3. [RES-2025-1802](#) Approval of a request by Genesee Parks and Recreation Commission to accept a grant from Mary Elizabeth Adams Manley Beautification Fund through Community Foundation of Greater Flint in the amount of \$12,000.00

RESULT: REFERRED
MOVER: James Avery
SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd
 4. [RES-2025-1852](#) Approval of an agreement between Genesee County and Hobbs + Black Architects, in an amount not to exceed \$150,000.00, to perform a space study for several county departments; the cost of this agreement will be paid from the account listed

RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery and
Commissioner Brown

Nay: Commissioner Shumaker
-

Absent: Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:24 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1838

Agenda Date: 7/16/2025

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to various vendors for fiscal years 2025 and 2026, in an amount not to exceed \$200,000.00, to provide for the purchase of candy, cider, donuts and supplies for the Crossroads Village Ghosts & Goodies Program (Halloween); the cost of this purchase order will be paid for from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to purchase candy, cider, donuts, paper products and supplies for the Crossroads Village Ghosts & Goodies Program (Halloween) in a budgeted amount not to exceed \$200,000.00.

BACKGROUND:

The Crossroads Village Ghosts & Goodies Program runs through the month of October and attracts an average of 40,000 visitors each year. Every park patron receives a bag to trick-or-treat throughout the Village's candy stops.

DISCUSSION:

Parks staff purchase supplies and products from all solicited vendors, based on availability and price. Items will be purchased across two fiscal years, FYE 2025 and FYE 2026, through the end of the program on October 31, 2025.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts 2083-000.00-123.000 and 2083-765.02-839.000. NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of expenses allows the department to continue providing quality services to the residents and visitors of Genesee County and continues the promotion of safe communities and events.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize an expenditure and any needed Purchase Orders to solicited vendors, in a total amount not to exceed \$200,000.00 to be paid from accounts 2083-000.00-123.000 and 2083-765.02-839.000, for the purchase of products and supplies for the Crossroads Village Halloween Ghosts & Goodies program, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Public Works Committee of this Board).



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☒ (Go to Question 2)

No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section. No: ☒ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☐

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☒

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☐ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

CANDY / PAPER VENDORS

MJENUWINE@YAHOO.COM -SHELBY WHOLESale, 7600 23 MILE RD, SHELBY TWP, MI 48316

UENUWINE@SHELBYWHOLESale.COM - SHELBY WHOLESale

SULTANA DISTRIBUTION, 600 FOOD CENTER DR, BRONX, NY 10474

JANCO DISTRIBUTORS, 15928 GRAND RIVER AVE, DETROIT, MI 48227 -jancodstinc@aol.com

VG'S, 7461 N GENESEE RD, GENESEE, MI 48437

MEIJER, G-2333 S CENTER RD, BURTON, MI 48519 1989428@mejier.com

SAMS CLUB, 6160 S SAGINAW RD, GRAND BLANC, MI 48439

SAMS CLUB, 4373 CORUNNA RD, FLINT, MI 48532

SAMS CLUB, 5656 BAY RD, SAGINAW, MI 48604

WALMART, 5323 E COURT ST, BURTON, MI 48509

WALMART, 11493 N LINDEN RD, CLIO, MI 48420

WALMART, 4313 CORUNNA RD, FLINT, MI 48532

MEIJER, 8089 LAPEER RD, DAVISON, MI 48423

MEIJER, 2333 S CENTER RD, BURTON, MI 48519

MEIJER, 2474 W HILL RD, FLINT, MI 48507

MENARDS, 7410 E COURT ST, DAVISON, MI 48423

MENARDS, 11357 N LINDEN RD, CLIO, MI 48420

FREDA WHOLESale CORPORATION, 14020 E ELEVEN MILE RD, WARREN MI 48089

NASSAU CANDY MIDWEST, 35521 INDUSTRIAL RD, LIVONIA, MI 48150

ROGERS BULK CANDY AND ICE CREAM, 15020 E 9 MILE RD, EASTPOINTE, MI 48021

BULK STORE INC, 22635 NORTHPOINT RD, TAYLOR, MI 48180

GORDONS FOOD SERVICE

SUGARMAN CANDY, 1720 NW 20TH ST, MIAMI, FL 33142

ROYAL WHOLESale CANDY, 717 FELLOWSHIP RD, UNIT C, MT LAUREL, NJ 08054

BLAIR CANDY COMPANY INC, 3421 BEALE AVE, ALTOONA, PA 16601

CANDY NATION, 1721 VALLEY FORGE RD #157, VALLEY FORGE, PA 19481

CANDY CENTRAL, 905 MURRAY RD, EAST HANOVER, NJ 07936

CANDY WAREHOUSE, 215 S DOUGLAS ST, EL SEGUNDO, CA 90245

WHOESale CANDY STORE

MY CANDY SUPPLIER, 14723 PARK, LIVONIA, MI 48154

ALLEN BROTHER WHOLESale DIST, 120 W ERIE AVE, PHILADELPHIA, PA 19140

DOLLARDAYS INTERNATIONAL INC, 7575 E REDFIELD RD, SUITE 201, SCOTTSDALE, AZ

85260 KELLI'S GIFT SHOP SUPPLIERS, 3311 BOYINGTON DR #400, CARROLLTON, TX 75006

WHOLESALE CANDY OUTLET, 10 MERCHANT ST, SHARON, MA 02067

ORIENTAL TRADING

CANDY NATION, 498 LOWER FRICKS LOCK RD, STE 35M, POTISTOWN, PA 19465

CANDY FAVORITES, 1101 FIFTH AVE, MCKEESPORT, PA 15132

RED STONE, 1736 NEW SALEM RD, BOX 823, REPULIC, PA 15475

CONTINENTAL CONCESSIONS, 575 JERICO TURNPIKE, STE 300, JERICO, NY 11753

***TOO EARLY TO PROVIDE A QUOTE.
*EXPECT AN INCREASE TO MOST.**

DONUTS

B & J'S

SPICERS

DAVISON

PORTERS

MONTROSE ORCHARD

KOAN ORCHARD

CIDER - PASTUERIZED ONLY

MEIJER

VG'S

SPICERS

KOAN ORCHARD

APPLES

MONTROSE

SPICERS ORCHARD

PORTERS

KOAN ORCHARD

OTHER ORCHARDS IN COUNTY CANNOT PROVIDE OR WERE NOT INTERESTED



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1900

Agenda Date: 7/16/2025

Agenda #: 2.

To: Board of County Commissioners

From: Michael Dawisha, CIO

RE: Approval to renew the Granicus (Legistar) software program

BOARD ACTION REQUESTED:

Approval to renew the Granicus (Legistar) software

BACKGROUND:

Granicus, through its Legistar platform, provides a legislative management solution used by government entities to streamline the creation, tracking, and publishing of agendas, minutes, and legislative records. The software enhances transparency, improves workflow efficiency, and ensures public access to official documents. Genesee County utilizes Legistar to support the agenda management process, facilitate board meeting documentation, and maintain compliance with public meeting requirements.

DISCUSSION:

This software is billed annually, with the initial order term ending on June 30, 2028. The annual renewal of the Granicus (Legistar) software is necessary to maintain uninterrupted access to the County's legislative management system. Continued use of the platform ensures compliance with open meeting laws and supports the efficient preparation, tracking, and publication of legislative documents. Renewal will prevent any disruption in service and allow departments to continue utilizing the system without interruption.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

The current subscription will end on June 30, 2025. The first-year renewal, not to exceed \$26,697.47, will extend the subscription from July 1, 2025 through June 30, 2026. First year, budgeted item to be paid as follows - FY25 1010-228.01-933.001 - \$6,729.23; FY26 1010-000.00-123.000 - \$19,968.24; Second year renewal, not to exceed \$29,367.22, will cover 7/1/2026 - 6/30/2027, renewal will be budgeted and paid from IT's budget; Third year renewal, not to exceed \$32,303.94, will cover 7/1/2027 - 6/30/2028, renewal will be budgeted and paid from IT's budget.

IMPACT ON FACILITIES:

There is no impact on Facilities.

IMPACT ON TECHNOLOGY:

Reviewed by IT.

CONFORMITY TO COUNTY PRIORITIES:

The renew supports the County's priority of fostering an inclusive, collaborative culture by ensuring transparent and accessible governance through continued use of the legislative management system.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize entering into a three-year renewal agreement between Genesee County and Granicus, whereby Granicus will continue to provide the legislative management solution, at a cost not to exceed \$26,697.47 for the first year commencing July 1, 2025, through June 30, 2026, to be paid from accounts 1010-228.01-933.001 (\$6,729.23 for FY25) and 010-000.00-123.000 (\$19,968.24 for FY26); at a cost not to exceed \$29,367.22 for the second year to be budgeted and paid from IT's budget; and at a cost not to exceed \$32,303.94 for the third year to be budgeted and paid from IT's budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the grant agreement on behalf of Genesee County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2025

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 The Baldwin Group Mid-Atlantic LLC DBA BCP Tech 1511 Baltimore, Ste 200 Kansas City MO 64108	CONTACT NAME: PHONE (A/C, No, Ext): 816-523-2323 FAX (A/C, No): E-MAIL ADDRESS: certificates@brushkc.com
INSURED Granicus, LLC 1152 15th Street, Suite 800 Washington, DC 20005	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley National Insurance Com INSURER B: Riverport Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: CA#0658748 GRANLLC-01	NAIC # 38911 36684

COVERAGES**CERTIFICATE NUMBER:** 1766262185**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 WVD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TCP 7024348 - 11	10/20/2024	10/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7024348 - 11	10/20/2024	10/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 RETENTION \$			TCP 7024348 - 11	10/20/2024	10/20/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	TWC 7024349-11	10/20/2024	10/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Genesee County MI is included as Additional Insured with respect to General Liability if required by written contract and subject to terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County MI
1101 Beach St
Flint MI 48502

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

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Policy Number: TCP 7024348-11

G-00000-A
(Ed.)

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Estates, Legal Representatives and Spouses
7. Expected Or Intended Injury – Exception for Reasonable Force
8. In Rem Actions
9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability – Damage To Premises
12. Medical Payments
13. Non-owned Aircraft Coverage
14. Non-owned Watercraft
15. Personal And Advertising Injury – Discrimination or Humiliation
16. Personal And Advertising Injury - Limited Contractual Liability
17. Property Damage - Elevators
18. Supplementary Payments
19. Property Damage – Patterns, Molds and Dies
20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation – Blanket

1.A ADDITIONAL INSURED

a.W HO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:
 - (a) the **bodily injury** or **property damage**; or
 - (b) the offense that caused the **personal and advertising injury**,
for which such additional insured seeks coverage.

However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A.C Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1.s uch person or organization's financial control of a **Named Insured**; or
- 2.p remises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B.C Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C.G Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D.L Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E.L Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **J.** also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

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2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

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(Ed.)**8. IN REM ACTIONS**

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

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- D.** The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

- (1)** To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C.** **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

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- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

- 7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: @@@@@@@@@@@@@@ ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or

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- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
- (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:
- Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
- 1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
 - 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.
- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

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19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs (3) and (4) of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Granicus Proposal for Genesee County MI

ORDER DETAILS

Prepared By: Mike Monroy
Phone:
Email: mike.monroy@granicus.com
Order #: Q-433717
Prepared On: 25 Mar 2025
Expires On: 30 Jun 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Jun 2025
Initial Order Term End Date: 30 Jun 2028
Period of Performance: 01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$26,697.47
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$26,697.47

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
Legistar	\$29,367.22	\$32,303.94
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Legistar)	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$29,367.22	\$32,303.94

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any

and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.

- Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-433717 dated 25 Mar 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Genesee County MI to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-433717 dated 25 Mar 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Genesee County MI	
Signature:	
Name:	
Title:	
Date:	



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1950

Agenda Date: 7/16/2025

Agenda #: 3.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Joshua Freeman, Director of Administration

RE: Approval of a request to sell a vacant lot, parcel 14-24-552-189, located on W. Yale St, in the amount of \$50.00

BOARD ACTION REQUESTED:

Approval of a request to sell a vacant lot, parcel 14-24-552-189, located on W. Yale St, in the amount of \$50.00

BACKGROUND:

Genesee County had several lots that were intended for a housing program that never materialized. This lot, located on W. Yale, has been vacant for several years. The adjacent property owners have inquired about the lot on several occasions. A sale was never executed because of the deed restrictions that had been placed on the lot when a housing program was contemplated. Those restrictions were removed by the Board of County Commissioners last year.

DISCUSSION:

An adjacent property owner has inquired about purchasing this vacant lot. The property owner has been maintaining the lot for several years. With the removal of previous deed restrictions, the County is now in a place to sell the lot and add it back to the tax rolls.

IMPACT ON HUMAN RESOURCES:

No impact.

IMPACT ON BUDGET:

The budget will realize \$50.00 from the sale of the property.

IMPACT ON FACILITIES:

No impact.

IMPACT ON TECHNOLOGY:

No impact.

CONFORMITY TO COUNTY PRIORITIES:

The Genesee County Board of County Commissioners has prioritized the long-term financial stability of Genesee County. Selling surplus property and adding it back to the tax rolls helps realized the

priority.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Administration to authorize selling a vacant lot, parcel 14-24-552-189 located on West Yale Street, to the adjacent property owner for \$50.00, said vacant lot being intended in the past for a housing program that never materialized with no remaining useful purpose to the County, is approved (a copy of the memorandum request being on file with the official records of the July 16, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute any necessary transfer documents, including the deed, on behalf of Genesee County.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1953

Agenda Date: 7/16/2025

Agenda #: 4.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to Midstates Recreation for the fiscal year ending 2025, in an amount not to exceed \$48,311.00, to provide engineered wood fiber at various county park locations; the cost of this purchase order will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to award ITB #25-426 - Engineered Wood Fiber to Midstates Recreation, for a total amount not to exceed \$48,311.00.

BACKGROUND:

The Invitation to Bid was advertised by the Genesee County Purchasing Department. Proposals were received until February 27, 2025. Two bids were received. Proposals were reviewed by the Parks Director, Park Superintendent, and Park Program Manager.

DISCUSSION:

Midstates Recreation will blow in engineered wood fiber use as playground safety surfacing under and around playground equipment at 18 parks - Bluebell Beach, Buell Lake County Park, Davison Roadside, Richfield County Park, Wolverine Campground, Flint Lake Park, Max Brandon Park, McKinley Park, Brennan Park, Clara Hilborn Park, Dewey Park, Eldorado Vista Park, Farnumwood Park, Iroquois Park, Polk Park, Sarvis Park, Whaley Park, and Windiate Park.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

\$6,744.42 - 2080-770.31-930.000

\$33,013.23 - 2085-788.00-864.001

\$8,553.35 - 2080-770.01-930.000

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of request ensures the department's ability to provide safe spaces, supports continuous improvements, and promotes public health to create safer and healthier residents.

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into a Professional Services Contract between Genesee County and Midstates Recreation, whereby Midstates Recreation will install Engineered Wood Fiber under and around playground equipment in eighteen (18) parks, for the period commencing July 23, 2025, through September 30, 2025, with \$6,744.42 being paid from account 2080-770.31-930.000; \$33,013.23 being paid from account 2085-788.00-864.001; and \$8,553.35 being paid from account 2080-770.01-930.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the Contract on behalf of Genesee County.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☒ (Go to Question 2)

No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☒ This project requires a contract, skip to the contracts section. No: ☐ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☐

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☒

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☐ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: X (Go to Question 3)
- b. Grant Funded: X (Go to Question 4)
- c. Millage Funded: (Go to Question 5)

3) What is the vendor providing?

- a. Services: X
- Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: No: X

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

ITB #25-426 - ENGINEERED WOOD FIBER

COMPANY	COST
MIDSTATES RECREATION	\$44.50/ CU YD
THREE OAKS GROUND COVER	\$75.00/ CU YD

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: ITB #25-XXX – Engineered Wood Fiber (EWF)

Coverage Required

Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

☒ 8 Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

☐ 9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

☒ 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

☒ 11. The certificate must state bid number and title

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

_____ Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Midstates Recreation**, a Ohio Company whose principal place of business is located at **1279 Hazelton-Etna Road SW, Pataskala, OH 43062** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **July 23, 2025** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

None.

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

The Contractor shall be paid a flat fee of **\$47,714.68** for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Darrin Raupp (Park Superintendent)** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers,

agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds

are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state

or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000_____ per occurrence and a \$2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage

within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees

of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

MIDSTATES RECREATION

COUNTY OF GENESEE

By: _____
_____[Name]
_____[Title]

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

Contractor agrees to the following:

1. Price includes all materials, shipping, installation, labor, and any other costs associated with completing the project, excluding site restoration.
2. Provide a Certificate of Testing for the Engineered Wood Fiber (EWF).
Product must meet ASTM 2075-20 Standard specification for EWF for use as Playground Safety Surface Under and Around Playground Equipment.
Preferred material is dried pallet wood. If quoting non-dry pallet wood, include a 25% settlement factor in quantity calculation.
3. Installation must be scheduled a minimum one week in advance.
4. At an agreed upon location, the contractor is responsible for staged location site cleanup.
5. Each site will get the number of cubic yards as requested on the "Cost Bid Form."
6. The total project may NOT exceed the Purchase Order.
7. Project must be completed by September 30, 2025.

In accordance with all terms, specifications, and requirements the bidder proposes to furnish all labor, equipment, materials, and services necessary to furnish Engineered Wood Fiber (EWF) to the Parks specified below.

Park	Address	Cubic Yards Needed
Bluebell Beach	5500 N Bray Rd, Flint, 48505	21.03
Buell Lake County Park	14098 N Genesee Rd, Clio, 48420	64.95
Davison Roadside Park	6160 Davison Rd, Burton, 48509	22.75
Richfield County Park	6322 N Irish Rd, Davison, 48423	54.84
Wolverine Campground	7130 N Baxter Rd, Columbiaville 48421	28.64
Flint Lake Park	1098 W Stewart Ave, Flint, 48504	37.81
Max Brandon Park	5101 Dupont St, Flint, 48505	47.73
McKinley Park	3102 Collingwood Parkway, Flint, 48503	66.02
Brennan Park	1301 Pingree Ave, Flint, 48503	28.48
Clara Hilborn Park	5500 Martin Luther King Ave, Flint, 48505	53.08
Dewey Park	600 E Moore St, Flint, 48505	54.83
Eldorado Vista Park	1326 San Juan Dr, Flint, 48504	99.08
Farnumwood Park	4201 Shawnee Ave, Flint, 48507	22.49
Iroquois Park	610 W Taylor St, Flint, 48505	52.32
Polk Park	1538 Earlmoor Blvd, Flint, 48506	87.19
Sarvis Park	4007 Winona St, Flint, 48504	103.76
Whaley Park	3817 N Franklin Ave, Flint, 48506	155.43
Windiate Park	4100 Pengelly Rd, Flint, 48507	71.81



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2025

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 BHS Insurance 2822 Westshore Drive Holland MI 49424	CONTACT NAME: PHONE (A/C. No. Ext): 616-396-2000 E-MAIL ADDRESS:	FAX (A/C. No): 616-574-3317
INSURED Ohio Playgrounds Acquisition, Inc. 1279 Hazelton-Etna Road Pataskala OH 43062	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Atlantic Insurance Com INSURER B : Citizens Insurance Company INSURER C : Hanover Insurance Company INSURER D : Evanston Insurance Company INSURER E : Cincinnati Specialty Underwrit INSURER F :	NAIC # 31534 22292 13037

COVERAGES**CERTIFICATE NUMBER:** 1686436494**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 WVD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		L3IJ587475	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			AWIJ587501	11/3/2024	11/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			L3IJ587477	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WHIJ559193	11/3/2024	11/3/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E B	Excess Liability - 2nd Layer Errors & Omissions Installation Floater			MCGX101284-01 CSU 0108372 RDIJ587570	11/3/2024 11/3/2024 11/3/2024	11/3/2025 11/3/2025 11/3/2025	Limit Limit Per Occurrence Limit 1,000,000 1,000,000 750,000

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

Genesee County is included as additional insured relative to general liability to the extent granted by the insured's policy form. 30 days' notice provided in the event of cancellation per the insured's policy form.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County
Attn: Rick Management
1101 Beach Street
Flint MI 48502

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss	as per written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss	as per written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1958

Agenda Date: 7/16/2025

Agenda #: 5.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Parks Request to Award Bid - ITB #25-446 - Install Standby Generators

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to award ITB #25-446 - Electrical Contractor for Install Standby Building Generators for Genesee County Parks, to McKerchie Enterprises, Inc. for a total amount not to exceed \$35,220.00.

BACKGROUND:

Parks currently does not have stationary generators. Parks has previously utilized portable generators that are transported, as needed. Parks received approval to purchase Generac standby generators, per RES-2024-1001, from Wolverine Power Systems.

The Invitation to Bid was advertised by the Genesee County Purchasing Department. Proposals were received until May 14, 2025. Five bids were received. Proposals were reviewed by the Parks Director and Director of Facilities Management.

DISCUSSION:

McKerchie Enterprises, Inc. has extensive experience with this type of work and staff is confident in their ability to successfully complete the installation of standby generators.

Generators will be installed at the following facilities, including services to modernize our current electrical systems to meet current electrical codes:

Parks Administration Building - This facility is a 24/7 emergency operation center with the Ranger Division. It is also the center hub for reservations, finance, and public contact.

Parks Maintenance Garage - Generator will ensure the continued operation of the fuel pumps. During power outages, the closest location for fuel is Linden, if Genesee is out of power.

Wolverine Campground - Generator will keep the lift stations operational as well as keep store items from spoiling.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

NO USE OF GENERAL FUND.

Budgeted expenses to be paid from account 2080-770.01-930.000.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of project will ensure services to the public and ensure function of Parks operations.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into a Construction Contract between Genesee County and McKerchie Enterprises, Inc., whereby McKerchie Enterprises, Inc., will install five (5) Generac standby generator sets at the Parks Administration Building, Parks Maintenance Garage, and Wolverine Campground, at a cost not to exceed \$35,220.00, to be paid from account 2080-770.01-930.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to Question 2)

No: ☒ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section. No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☒ This project requires a contract, skip to the contracts section.

No: ____ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: X (Go to Question 3)
- b. Grant Funded: (Go to Question 4)
- c. Millage Funded: (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
- Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel X _____
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: No: x

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

BIDS - ITB #25-446 - INSTALL STANDBY GENERATORS

COMPANY	COST
MCKERCHIE	\$35,220.00
RAUHORN ELECTRIC	\$44,083.15
POWER RANGER ELECTRIC	\$44,880.00
ALLIED	\$10,560.00
RCI	\$46,690.00

CONSTRUCTION WORK CONTRACT
With MCKERCHIE ENTERPRISES, INC. for the
INSTALLATION OF STANDBY BUILDING GENERATORS

This Contract for Professional Work (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **McKerchie Enterprises, Inc.**, a Michigan Company, whose principal place of business is located at 5092 W Vienna Rd, Ste K, Clio, MI 48420 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Scope of Work

The Contractor agrees to perform the Work described on Exhibit A (the “Work”).

2. Work Schedule

- 2.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the “Work Schedule”) indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.
- 2.2 The Work Schedule shall indicate that the Work must be substantially complete by October 1, 2025, with a date of final completion by November 1, 2025.
- 2.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

3. Compensation

The Contractor shall be paid a lump sum of **\$35,220.00** for the performance of the Work. Upon completion of the Work, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. Taxes

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales and Use Tax.

5. Contract Administrator

The contract administrator for this Contract is **Matt Armentrout** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Inspection and Acceptance

All goods and equipment provided with the Work are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

7. Condition of Worksite

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

8. Prevailing Wage Addendum

The Contractor acknowledges that Section 3-302(a) of the Genesee County Purchasing Regulations requires the Contractor and its subcontractors to pay laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor agrees to comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C to this Contract.

9. Warranties

The Contractor warrants that:

- 9.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.

- 9.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications and be free of defects in workmanship or materials.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 9.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 9.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 9.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination of this Contract. The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

10. Insurance Requirements and Indemnification

10.1 Insurance Requirements

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

COMMERCIAL GENERAL LIABILITY: Occurrence form, with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage shall include bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual liability, independent contractors' coverage, products/completed operations, explosion, collapse and underground hazard, if applicable, and a per project aggregate. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and noncontributory with a waiver of subrogation in favor of Genesee County.

AUTOMOBILE LIABILITY: Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired

vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements.

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

Professional Liability Insurance (If applicable): in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

Contractor's Equipment Coverage/ Inland Marine: Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

Installation Floater: on an ALL Risk basis the contractor shall provide and maintain during the term of this contract until Substantial Completion an installation floater. The minimum protection afforded under said insurance shall be the estimated cost of materials of the Project. County shall be an Additional Insured and Loss Payee under the policy. The policy shall contain a waiver of subrogation in favor of all insured parties.

Environmental Liability: The Contractor shall procure and maintain for the duration of this contract Environmental Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate. If this policy is on a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.

Builders Risk Coverage (If applicable): is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased. The

Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors.

Contractor's Equipment Coverage/ Inland Marine

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

Installation Floater on an ALL Risk basis the contractor shall provide and maintain during the term of this contract until Substantial Completion an installation floater. The minimum protection afforded under said insurance shall be the estimated cost of materials of the Project. County shall be an Additional Insured and Loss Payee under the policy. The policy shall contain a waiver of subrogation in favor of all insured parties.

Environmental Liability - The Contractor shall procure and maintain for the duration of this contract Environmental Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate. If this policy is on a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.

Contract Bond Requirements: The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

Umbrella Liability: in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, including Products Completed Operations.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

Required Insurance Documentation

1. **Certificate of Insurance**

The vendor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate of Insurance must reference the contract/bid number.

The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. Endorsements

The vendor/contractor must also provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.
- c. A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).
- d. A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

10.2 Indemnification

The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Work or presence on the County's property or worksite.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not

be entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Work would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

12. Bonds

The Contractor must furnish separate performance and payment bonds to the Customer. The performance and payment bonds must set forth a penal sum in an amount not less than 95% of the Contract Sum. Each bond furnished by the Contractor must incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in the bonds. The penal sum of both the performance and payment bonds will be automatically increased in the amount of any increase to the Contract Sum. The performance and payment bonds furnished by the Contractor must be issued by a surety, or sureties acceptable to the County.

13. Termination

13.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

13.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

13.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

18. Identity Theft Prevention

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected

from unauthorized disclosure and is used only for the purpose of performing the Services.

- 18.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

19. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

20. General Provisions

20.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

20.1.1. The Contract – This Professional Services Contract

20.1.2. Exhibit A – Description of the Work

20.1.3. Exhibit B – Prevailing Wage Addendum

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

20.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

20.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

20.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

20.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

20.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

21.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

MCKERCHIE ENTERPRISES, INC.

GENESEE COUNTY

By:_____

Name:

Title:

By:_____

Delrico J. Loyd, Chairperson

Board of Commissioners

Date:_____

Date:_____

EXHIBIT A
Description of the Work

McKerchie Enterprises, Inc. agrees to be responsible for the following:

1. Site Assessment & Planning:
 - Evaluate the existing conditions at each site.
 - Determine the optimal routing for conduit and wiring between each generator and its respective building.
 - Identify any obstructions, underground utilities, or other site constraints.
2. Material Procurement & Installation:
 - Provide and install all necessary conduits, cables, junction boxes, and hardware required to establish a reliable electrical connection.
 - Use appropriately sized wire and conduit based on the generator's load requirements and NEC (National Electrical Code) compliance.
 - Ensure all wiring meets or exceeds industry standards for power transmission and safety.
 - Genesee County Parks to provide the generator set and the automatic transfer switches.
3. Connection & Integration:
 - Make all connections between the generator, the Automatic Transfer Switch (ATS), the main service feeders and the main electrical panel, as required.
 - Ensure proper grounding and bonding of the generator system.
 - Perform insulation resistance testing and continuity testing of the wiring installation.
4. Testing & Commissioning:
 - Coordinate with Genesee County Parks and Wolverine Power Systems to schedule and witness final testing.
 - In conjunction with and Wolverine Power Systems, conduct full-function testing, including load tests and transfer switch functionality to verify performance.
5. Compliance & Documentation:
 - Ensure that all work complies with applicable local, state, and federal electrical codes.
 - Provide as-built drawings, circuit schematics, and material specifications upon project completion.

6. Provided by Genesee County Parks:

- 5 Generator sets as follows (specifications attached):
 1. 3 - 22kW Generac Guardian Series standby generator set.
 2. 1 – 60kW SG060 Industrial Spark-ignited generator set.
 3. 1 – 100kW SG100 Industrial Spark-ignited generator set.
- Automatic transfer switches as follows (specifications attached):
 1. 3 – RXSW200A3, 200A, 1 phase, Service Entrance Rated, NEMA 3R, Automatic Transfer switch for the Guardian Series generator sets.
 2. 1 – TX301DS0400G3AN, 400A, 3 phase, Service Entrance Rated, NEMA 1, Automatic Transfer switch for the SG060 generator set.
 3. 2 – TX611DN0200G3AN, 200A, 3 phase, Non-Service Entrance Rated, NEMA 1 Enclosure, Automatic Transfer switch for the SG100 generator set.
- Pour the concrete pads and set the generator sets.
- Provide a separate contractor to perform fuel line installations to the generators, LP Gas & Natural Gas.
- Provide all trenching from the generator to the buildings.
- Perform all site restoration.

EXHIBIT B

Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at <https://sam.gov/content/wage-determinations>.
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The Contractor shall not misclassify work assignments.
5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
10. The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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 Tawas Bay Insurance Agency, LLC 108 W State Street PO Box 432 East Tawas MI 48730	CONTACT NAME: Shannon Loeffler PHONE (A/C, No, Ext): (989) 362-3409 FAX (A/C, No): (989) 362-5131 E-MAIL ADDRESS: shannon@tawasbayagency.com
INSURED MCKERCHIE ENTERPRISES INC DBA ETAL PO BOX 148 CLIO MI 48420-0148	INSURER(S) AFFORDING COVERAGE INSURER A: Hastings Mutual Insurance Comp INSURER B: CompWest INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 14176 12177

COVERAGES**CERTIFICATE NUMBER:** CL2562607055**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 WVD	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP6382180	04/06/2025	04/06/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACV6216701	04/06/2025	04/06/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	ULC6382133	04/06/2025	04/06/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A N	100020105	04/06/2025	04/06/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Genesee County is Additional Insured in regard to General Liability.

CERTIFICATE HOLDER**CANCELLATION**Genesee County
Attn: Risk Management
1101 Beach Street
Flint MI 48502

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PLUS

This endorsement modifies insurance provided under the following in the Property Section:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 CAUSES OF LOSS – SPECIAL FORM

This endorsement modifies insurance provided under the following in the Liability Section:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE LIMITS

The following is a summary of coverage limits provided by this endorsement. It is subject to the terms and conditions of your policy except as amended herein.

Property Limits

Accounts Receivable	\$50,000
Arson and Theft Reward	\$30,000
Back Up of Sewers or Drains	\$25,000
Building Glass Coverage for Tenants	\$10,000
Changes in or Extremes of Temperature or Humidity	\$10,000
Debris Removal	\$30,000
Electronic Data Processing Equipment with Additional Causes of Loss	\$50,000
Employees Tools	\$15,000
Fire Department Service Charge	\$10,000
Fire Extinguisher Recharge Expense	\$10,000
Lock and Key Replacement Expense	\$5,000
Newly Acquired or Constructed Property	
Buildings	\$1,000,000
Personal Property	\$500,000
Business Income/Extra Expense	\$250,000
Ordinance or Law	
Loss to Undamaged Portion of Building	Included
Demolition Cost	\$50,000
Increased Cost of Construction	25%
Outdoor Property	\$25,000
Each tree, shrub, or plant	\$1,000
Patterns, Dies, Molds and Forms – Theft Limitation Waiver	
Personal Effects and Property of Others – At each described premises	\$25,000
Personal Property Off-Premises Worldwide	\$50,000
Pollutant Clean Up and Removal – Aggregate Limit per Location	\$30,000
Premises Boundary Increase	1,000 ft
Property Leased, Rented or Borrowed	\$50,000
Property Off Premises and in Transit	\$100,000
Property in Custody of Salespersons	\$50,000
Rental Reimbursement	\$25,000
Signs Attached to Buildings	\$25,000
Utility Services – Direct Damage – Limit per Location	\$50,000
Utility Services – Time Element – Limit per Location	\$50,000
Valuable Papers and Records	\$50,000

Crime Limits

Employee Dishonesty Coverage	\$25,000*
Extortion Coverage	\$25,000
Forgery or Alteration Coverage	\$25,000
Debit, Credit or Charge Card Forgery	\$25,000
Money and Securities Coverage	\$25,000*
Money Orders and Counterfeit Paper Currency Coverage	\$25,000

* The limits shown above for Employee Dishonesty and Money and Securities are provided hereunder, plus the limit, if any, shown in the Declarations for each of those coverages.

Liability Limits

Aggregate Limit – Per Location/Per Project

Automatic Additional Insured Coverage – By Contract, Agreement or Permit

Automatic Additional Insured Coverage for Vendors

Automatic Additional Insured Status for Lessor of Leased Equipment

Broad Form Property Damage.....\$100,000 Occurrence

Coverage for Property Loaned to an Insured

Coverage for Customer's Property in the insured's care, custody or control

Coverage for Customer's Property due to the insured's work being
incorrectly performed upon it

Broadened Knowledge of Occurrence

Damage to Premises – Fire and Lightning, Smoke, Soot or Leakage
from a Fire Protection System

Fire Damage Additional Limit.....\$100,000

Incidental Medical Services – Nurse, Medical Technician or Paramedic

Limited Fungi or Bacteria Coverage\$50,000

Medical Payments –Additional Limit\$10,000

Non-Owned Watercraft – Less than 51 feet

Primary and Noncontributory – Other Insurance Condition

Product Recall Expense.....\$50,000 (\$10,000 ded.)

Supplementary Payments – Additional Limits

Bail Bonds\$1,000

Loss of Earnings\$300

Waiver of Transfer of Rights of Recovery Against Us.....Blanket

PROPERTY SECTION

Deductible Provisions

Except as provided below, loss or damage payable under this section is subject to the property deductible provisions applying to covered property to which this endorsement applies.

A maximum deductible of \$250 applies to Personal Property Off-Premises.

No deductible applies to the following: Accounts Receivable, Arson and Theft Reward, Fire Department Service Charge, Fire Extinguisher Recharge Expense, or Lock and Key Replacement.

Accounts Receivable

We will pay the amounts due from your customers that you are unable to collect resulting from direct physical loss or damage by any Covered Cause of Loss to your records of Accounts Receivable at the described premises. This includes:

- A. Interest charges on any loan required to offset amounts you are unable to collect;
- B. Collection expenses in excess of your normal collection expenses made necessary by the loss or damage; and
- C. Other reasonable expenses that you incur to reestablish your records of Accounts Receivable.

The most we will pay under this coverage is \$50,000 in any one occurrence of loss.

Arson and Theft Reward

We will pay a reward of \$30,000 in total:

- A. For information which leads to an arson conviction in connection with a fire loss sustained at the described premises; or
- B. For information which leads to a theft conviction in connection with a theft loss sustained at the described premises.

In the event that a theft loss and an arson loss result from the same event, the most we will pay for that event is \$30,000.

Back Up of Sewers or Drains

We will pay for direct loss or damage to covered property at the described premises caused directly or indirectly by water that backs up through a sewer or drain or overflows from a sump pump system.

The most we will pay for loss or damage under this coverage provision is \$25,000 in any one occurrence of loss.

Building Glass Coverage for Tenants

Under Covered Property, a limit of \$10,000 is provided to cover building glass for which the insured, as a tenant, is responsible.

Changes in or Extremes of Temperature or Humidity

Exclusion **B.2.d.(7)(b)** in Causes of Loss – Special Form does not apply. We will pay up to \$10,000 for loss or damage to covered perishable goods at the described premises caused by or resulting from changes in or extremes of temperature or humidity. This includes interruption of power on or away from the described premises.

Debris Removal

Under Additional Coverage **A.4.** in the Building and Personal Property Coverage Form, the Debris Removal Additional Limit is increased from \$10,000 to \$30,000.

Electronic Data Processing Coverage

Electronic Data Processing Equipment is covered for the following Additional Causes of Loss:

- A.** Mechanical Breakdown – meaning breakdown or malfunction, component failure, faulty installation or blowout.
- B.** Electrical Disturbances – meaning electrical or magnetic damage, disturbance or erasure of electronic recordings.
- C.** Power Supply Interruption – including power surges, blackouts or brownouts.
- D.** Changes in or Extremes of Temperature – within the building housing the covered equipment.

The most we will pay for loss or damage in any one occurrence is \$50,000.

Employees Tools

Your Business Personal Property insurance is extended to cover tools owned by your employees and used in your business. Coverage applies at the described premises, off premises, and in transit. The most we will pay for loss or damage in any one occurrence of loss is \$15,000.

Fire Department Service Charge

Under Additional Coverage **A.4.c.** in the Building and Personal Property Coverage Form, the Fire Department Service Charge Additional Limit is increased from \$1,000 to \$10,000.

Fire Extinguisher Recharge Expense

We will pay the cost to recharge your fire extinguisher system after it is used to extinguish or prevent a fire to covered property at the described location.

The most we will pay for this expense is \$10,000 for any one occurrence.

Lock and Key Replacement

We will pay for the cost to replace the keys and locks at the “insured’s premises” and the insured’s “client’s premises” due to theft or other loss to keys entrusted to you by your “client”.

We will not pay for loss or damage resulting from any dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the keys of a “client” for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- A.** Applies whether or not an act occurs during your normal hours of operation;
- B.** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

The criminal acts portion of this exclusion will not be applied in a way that denies coverage benefits without a court or other adjudicatory body convicting the insured of a criminal act that resulted in loss.

The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$5,000. A per occurrence deductible of \$100 will apply.

The following definitions apply:

- A.** “Client” means an individual or organization with whom you have a written contract for your services for a described premises.
- B.** “Client’s premises” means any building your “client” occupies in conducting its business.
- C.** “Insured’s premises” means the insured locations as specified in the Declarations of the policy.

Newly Acquired or Constructed Property

Under Coverage Extension **A.5.a.** in the Building and Personal Property Coverage Form:

- A.** The most we will pay for loss or damage under this extension for Buildings is increased from \$250,000 to \$1,000,000 at each building; and
- B.** The most we will pay for loss or damage under this extension for Your Business Personal Property is increased from \$100,000 to \$500,000 at each building.

Under Coverage Extension **A.6.** in the Business Income (and Extra Expense) Coverage Form, the most we will pay under this extension, for the sum of Business Income and Extra Expense Incurred, is increased from \$100,000 to \$250,000 at each location.

Ordinance or Law Coverage

This coverage supersedes Additional Coverage **A.4.e.**, Increased Cost of Construction, in the Building and Personal Property Coverage Form. This coverage is subject to the deductible applying to the building at the described location to which this coverage applies.

- A. Coverage for Loss to the Undamaged Portion of the Building** – If a Covered Cause of Loss occurs to a covered building at a described location, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that requires the demolition of the undamaged portion. The ordinance must be in force at the time of loss. This is not additional insurance, but included within the covered Building limit of insurance shown in the Declarations.
- B. Demolition Cost Coverage** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of any building, zoning or land use ordinance or law. The most we will pay for Demolition Costs shall not exceed \$50,000.
- C. Increased Cost of Construction Coverage** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinances or laws.

This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage. We will not pay for any increased cost of construction if the building is not repaired or replaced.

The most we will pay for Increased Cost of Construction Coverage is the lesser of:

- 1. The actual increased cost of construction; or
- 2. Not more than 25% of the limit of insurance applying to the covered Building.

We will not pay for:

- 1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or any activity of “fungus”, wet or dry rot or bacteria; or
- 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of “pollutants”, “fungus”, wet or dry rot or bacteria.

Outdoor Property

Coverage Extension **A.5.e.** of the Building and Personal Property Coverage Form is amended as follows:

- A.** The Covered Causes of Loss applying to Outdoor Property are broadened and include any Covered Cause of Loss applying to your covered Buildings or Business Personal Property described in the Declarations.
- B.** The most we will pay for loss or damage to Outdoor Property is increased to \$25,000, but not more than \$1,000 for any one tree, shrub or plant.

Patterns, Dies, Molds and Forms – Theft Limitation Waiver

The Theft limitation applying to patterns, dies, molds or forms contained in Paragraph **C.3.c** of the Causes of Loss – Special Form does not apply.

This coverage is subject to the deductible applying to Business Personal Property at the described location to which this coverage applies.

Personal Effects and Property of Others

Paragraph **A.5.b.** of the Building and Personal Property Coverage Form is replaced by the following:

- (1) The insurance applying to Your Business Personal Property is extended to cover personal effects owned by you, your officers, your partners or your employees, except tools belonging to your employees. Personal effects are covered for loss or damage by a Covered Cause of Loss, including theft.
- (2) We cover personal property of others in your care, custody or control, except tools belonging to your employees.

The most we will pay for loss or damage under this extension is \$25,000 at each described premises.

Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

Personal Property Off-Premises Worldwide

Under Coverage Extension **A.5.d.** in the Building and Personal Property Coverage Form, Coverage Territory in Commercial Property Conditions does not apply. The most we will pay for loss or damage under this extension for Personal Property worldwide is increased from \$10,000 to \$50,000.

Pollutant Clean Up and Removal

Under Additional Coverage **A.4.d.** in the Building and Personal Property Coverage Form, the Pollutant Clean Up and Removal Additional Limit is increased from \$10,000 to \$30,000.

Premises Boundary Increased

Under the Building and Personal Property Coverage Form, Coverage **A.1.b.**, the 100 feet limitation is increased to 1,000 feet.

Property Leased, Rented or Borrowed from Others

- A.** We will pay up to \$50,000 for accidental physical damage or loss to contractors' equipment and tools leased, rented, or borrowed from others by you, or your employees, that are used in the course of your business operations.

Contractors' equipment includes machinery, equipment, and tools of a mobile nature. This includes self-propelled vehicles not designed for use on public roads and vehicles designed for use on public roads that are unlicensed and not operated on public roads. Tools include portable equipment used in your business that are not included in the definition above for contractors' equipment.

Actual cash value (ACV) loss settlement applies to the covered property. Loss payment not to exceed \$50,000. No deductible applies.

B. Perils Covered

We cover external risk of direct physical loss unless the loss is limited or caused by a peril that is excluded.

C. Perils Excluded

1. We do not pay for the loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Civil Authority** – We do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property. We do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** – We do not pay for loss caused by or resulting from a nuclear reaction or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss by fire, explosion, or smoke. We do pay for direct loss by fire resulting from the nuclear hazard.
 - c. **War** – We do not pay for loss caused by war. This means:
 - (1) Declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - (2) A warlike act by a military force or by military personnel;
 - (3) The destruction, seizure, or use of the property for a military purpose; or
 - (4) The discharge of a nuclear weapon even if it is accidental.
2. We do not pay for loss or damage if one or more of the following exclusions apply to the loss.
 - a. **Criminal, Fraudulent, or Dishonest Acts** – We do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:

- (1) You;
- (2) Others who have interest in the property;
- (3) Others to whom you entrusted the property;
- (4) Your partners, officers, directors, trustees, or joint ventures; or
- (5) The employees or agents of (1) through (4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by your employees, but we do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

The criminal acts portion of this exclusion will not be applied in a way that denies coverage benefits without a court or other adjudicatory body convicting the insured of a criminal act that resulted in loss.

- b. **Contamination or Deterioration** – We do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
- c. **Loss of Use** – We do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
- d. **Missing Property** – We do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- e. **Pollutants** – We do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of “pollutants” unless the release, discharge, seepage, migration, dispersal, or escape is caused by a “specified peril”. We do pay for any resulting loss caused by a “specified peril”.
- f. **Puncture, Blowout, and Road Damage** – We do not pay for loss caused by puncture, blowout, and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a “specified peril”.
- g. **Temperature/Humidity** – We do not pay for loss caused by humidity, dampness, dryness or change in or extreme of temperature.
- h. **Weight of Load** – We do not pay for loss caused by the weight of a load which, under the operating conditions at the time of loss, exceeds the registered lifting capacity of any equipment or machine.
- i. **Voluntary Parting** – We do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of fraudulent scheme, trick, or false pretense.
3. We do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by fire or explosion results we do pay for the resulting loss.
 - a. **Mechanical Breakdown** – We do not pay for loss caused by any:
 - (1) Structural, mechanical, or remodeling process; or
 - (2) Structural, mechanical, or electrical breakdown or malfunction.
 - b. **Wear and Tear** – We do not pay for loss caused by wear and tear, marring or scratching.

D. Property Not Covered

1. Aircraft or watercraft
2. Automobiles and trucks including tractors, trailers and similar conveyances designed for highway use
3. Contraband or property in the course of illegal transportation or trade
4. Property loaned, leased, or rented to others
5. Property located underground or in connection with mining operations
6. Waterborne property
7. Building supplies or materials, or property that has become a permanent part of a structure
8. Communication devices, computers and their equipment or accessories
9. Office furnishings or equipment
10. Valuable papers including plans, blue prints, designs, or specifications

E. Definitions

1. "Pollutant" means:
 - a. Any solid, liquid, gaseous, or thermal irritant or contaminant; or
 - b. Waste, including materials to be disposed of as well as recycled, reclaimed, or reconditioned.
2. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from the fire extinguishing equipment; lightning; riot; sinkhole collapse; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; weight of ice, snow, or sleet; and windstorm.

Property Off Premises and Property in Transit

Coverage Extension **A.5.d.** of the Building and Personal Property Coverage Form and Additional Coverage Extension **F.1.** of the Causes of Loss – Special Form are deleted and replaced by the following:

Property Off Premises – The insurance provided by the Building and Personal Property Coverage Form is extended to apply to Covered Property (including stock) that is temporarily at a location you do not own, lease or operate. This includes property at fairs or exhibitions, property in or on a vehicle, and property in the care, custody or control of your salespersons or employees. It also includes property temporarily at the residence of a person authorized to have custody of the property.

Property in Transit – The insurance provided by the Causes of Loss – Special Form Coverage Part is extended to apply to your Covered Property while it is in transit between points in the Coverage Territory.

The most we will pay for loss or damage under this extension is increased to \$100,000 in any one occurrence of loss, but not more than \$50,000 on samples and other property carried by salespersons for demonstration purposes.

Rental Reimbursement

- A.** In the event of a loss by a covered peril to your contractors' equipment, we will reimburse you for your expense to rent similar equipment while your equipment is inoperable. We will continue to reimburse you for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.

We will not reimburse you:

1. For the rental of equipment until after the described waiting period has passed since your contractors' equipment was rendered inoperable. If no waiting period is indicated, then a 72-hour waiting period applies.
2. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you.
3. For the rental expense of any equipment unless you make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the covered loss occurs.

No deductible amount applies.

Contractors' equipment includes machinery, equipment, and tools of a mobile nature that you use in your business. This includes self-propelled vehicles not designed for use on public roads and vehicles designed for use on public roads that are unlicensed and not operated on public roads. Tools include portable equipment used in your business that are not included in the definition above for contractors' equipment.

B. Perils Covered

We cover external risk of direct physical loss unless the loss is limited or caused by a peril that is excluded.

C. Perils Excluded

1. We do not pay for the loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Civil Authority** – We do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property. We do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** – We do not pay for loss caused by or resulting from a nuclear reaction, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss by fire, explosion, or smoke. We do pay for direct loss by fire resulting from the nuclear hazard.

- c. **War** – We do not pay for loss caused by war. This means:
 - (1) Declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - (2) A warlike act by a military force or by military personnel;
 - (3) The destruction, seizure, or use of the property for a military purpose; or
 - (4) The discharge of a nuclear weapon even if it is accidental.
 - 2. We do not pay for loss or damage if one or more of the following exclusions apply to the loss.
 - a. **Criminal, Fraudulent, or Dishonest Acts** – We do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:
 - (1) You;
 - (2) Others who have interest in the property;
 - (3) Others to whom you entrusted the property;
 - (4) Your partners, officers, directors, trustees, or joint ventures; or
 - (5) The employees or agents of (1) through (4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by your employees, but we do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

The criminal acts portion of this exclusion will not be applied in a way that denies coverage benefits without a court or other adjudicatory body convicting the insured of a criminal act that resulted in loss.
 - b. **Contamination or Deterioration** – We do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
 - c. **Loss of Use** – We do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
 - d. **Missing Property** – We do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.
 - This exclusion does not apply to covered property in the custody of a carrier for hire.
 - e. **Pollutants** – We do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of “pollutants” unless the release, discharge, seepage, migration, dispersal, or escape is caused by a “specified peril”. We do pay for any resulting loss caused by a “specified peril”.
 - f. **Puncture, Blowout, and Road Damage** – We do not pay for loss caused by puncture, blowout, and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a “specified peril”.
 - g. **Temperature/Humidity** – We do not pay for loss caused by humidity, dampness, dryness or change in or extreme of temperature.
 - h. **Weight of Load** – We do not pay for loss caused by the weight of a load which, under the operating conditions at the time of loss, exceeds the registered lifting capacity of any equipment or machine.
 - i. **Voluntary Parting** – We do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of fraudulent scheme, trick, or false pretense.
 - 3. We do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by fire or explosion results we do pay for the resulting loss.
 - a. **Mechanical Breakdown** – We do not pay for loss caused by any:
 - (1) Structural, mechanical, or remodeling process; or
 - (2) Structural, mechanical, or electrical breakdown or malfunction.
 - b. **Wear and Tear** – We do not pay for loss caused by wear and tear, marring or scratching.
- D. Property Not Covered**
- 1. Aircraft or watercraft
 - 2. Automobiles and trucks including tractors, trailers and similar conveyances designed for highway use

3. Contraband or property in the course of illegal transportation or trade
4. Property loaned, leased, or rented to others
5. Property located underground or in connection with mining operations
6. Waterborne property
7. Building supplies or materials, or property that has become a permanent part of a structure
8. Communication devices, computers and their equipment or accessories
9. Office furnishings or equipment
10. Valuable papers including plans, blue prints, designs, or specifications

E. Definitions

1. "Pollutant" means:
 - a. Any solid, liquid, gaseous, or thermal irritant or contaminant; or
 - b. Waste, including materials to be disposed of as well as recycled, reclaimed, or reconditioned.
2. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from the fire extinguishing equipment; lightning; riot; sinkhole collapse; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; weight of ice, snow, or sleet; and windstorm.

Signs Attached to Buildings

Under Coverage Extension **A.5.e.** in the Building and Personal Property Coverage Form, Outdoor Property is amended to include signs attached to buildings. The most we will pay for loss or damage under this extension for signs attached to buildings is \$25,000.

Utility Services

DIRECT DAMAGE AND TIME ELEMENT

A. Covered Property

Buildings and Personal Property at locations scheduled in the Declarations.

B. Exception

Coverage under Utility Services – Direct Damage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

Coverage under Utility Services – Time Element does not apply to Business Income or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data.

The term electronic data has the meaning set forth in the Building and Personal Property Coverage Form.

C. Utility Services

1. **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - a. Pumping stations; and
 - b. Water mains.
2. **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - a. Communication transmission lines, including optic fiber transmission lines;
 - b. Coaxial cables; and
 - c. Microwave radio relays except satellites.

Overhead transmission lines are included.
3. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - a. Utility generating plants;
 - b. Switching stations;
 - c. Substations;
 - d. Transformers; and
 - e. Transmission lines.

Overhead transmission lines are included.

DIRECT DAMAGE

A. Coverage

We will pay for loss of or damage to Covered Property described above, caused by an interruption in utility service to the premises described above. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to utility services described above if such utility services are located off the described premises.

B. Limit of Insurance

The Limit of Insurance for Utility Services – Direct Damage is \$50,000 per location.

TIME ELEMENT

A. Coverage

Your coverage for Business Income and Extra Expense, as provided in the Business Income (and Extra Expense) Coverage Form, is extended to apply to a “suspension” of “operations” at the premises described above caused by an interruption in utility services to that premises. The interruption in utility services must result from direct physical loss or damage by a Covered Cause of Loss to utility services described above if such utility services are located outside of a covered building described in the Declarations.

B. Coinsurance

The Coinsurance Additional Condition does not apply to this coverage.

C. Limit of Insurance

The Limit of Insurance for Utility Services – Time Element is \$50,000 per location.

Valuable Papers and Records

Coverage Extension **A.5.c.** of the Building and Personal Property Coverage Form is amended as follows:

The most we will pay under this extension is increased to \$50,000.

CRIME SECTION

Commercial Crime Coverage

The following coverages are added to the policy in accordance with the terms and conditions contained herein. Refer to the Crime General Provisions for common General Exclusions, Conditions and Definitions applying to all coverages.

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in this endorsement.

Employee Dishonesty Coverage

A. Coverage – We will pay for loss of, and loss from damage to, “money”, “securities” and “property other than money and securities” resulting from “employee dishonesty”.

We will also pay for loss caused by an “employee” while temporarily outside the territory specified in the Crime General Provisions section contained in this endorsement.

B. Additional Exclusions, Conditions and Definitions – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusions

We will not pay for loss as specified below:

- a. Loss caused by any “employee” for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
- b. Loss, or that part of any loss, the proof of which, as to its existence or amount, is dependent upon an inventory computation or a profit and loss computation.

2. Additional Condition

This insurance is cancelled as to any “employee”:

- a. Immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors not in collusion with the “employee”;
of any dishonest act committed by that “employee”, whether before or after becoming employed by you; or

- b. On the date in the notice mailed to you. That date will be at least 30 days after the date of mailing. Mailing of the notice to the last address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

3. Additional Definitions

- a. "Employee dishonesty" means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:
 - (1) Cause you to sustain loss; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) The "employee"; or
 - (b) Any person or organization intended by the "employee" to receive that benefit.
- b. "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

C. Limit of Insurance

The most we will pay for loss in any one "occurrence" is \$25,000 plus the limit, if any, shown in the Declarations for Employee Dishonesty Coverage.

Extortion Coverage

- A. **Coverage** – We will pay for loss of "money", "securities" and "property other than money and securities" by "extortion".
- B. **Additional Exclusions, Conditions and Definitions** – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusion

We will not pay for loss of property surrendered before a reasonable effort has been made to report an extortionist's demand to all the following:

- a. An associate;
- b. The Federal Bureau of Investigation; and
- c. Local law enforcement authorities.

2. Additional Conditions

- a. Policy Period – Loss is covered only if the threat to do bodily harm is first communicated to you during the policy period.
- b. Territory – Loss is covered only if the capture, or alleged capture, takes place within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.
Paragraph **b.** of the Policy Period General Condition and the Territory General Condition does not apply.
- c. Valuation of Securities and Property Other Than Money and Securities – The Valuation-Settlement General Condition is amended as follows:
 - (1) The first sentence of Paragraph **b.** is deleted and the following is substituted:
 - b. Loss of "securities" for not more than their value on the day they were surrendered.
 - (2) The following is added:
 - c. Loss of "property other than money and securities" for not more than its actual cash value at the time it was surrendered.

3. Additional Definitions

- a. "Extortion" means the surrender of property away from the "premises" as a result of a threat communicated to you to do bodily harm to you or an "employee", or to a relative or invitee of either, who is, or allegedly is, being held captive.
- b. "Occurrence" means an:
 - (1) Act, or series of related acts, involving one or more persons; or
 - (2) Act, or series of related acts, or events not involving any person.
- c. "Premises" means the interior of that portion of any building you occupy in conducting your business.

C. Limit of Insurance

The most we will pay for loss in any one "occurrence" is \$25,000.

Forgery or Alteration Coverage

A. Coverage – We will pay for loss involving covered instruments resulting directly from forgery or alteration of, on, or in any covered instrument.

1. Covered Instruments – Checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. Made or drawn by or drawn upon you;
 - b. Made or drawn by one acting as your agent;or that are purported to have been so made or drawn.
2. Credit, Debit or Charge Card Forgery – Covered instruments include written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.

B. Additional Exclusions, Conditions and Definitions – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusion

We will not pay for loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

2. Additional Conditions

- a. Facsimile Signatures – We will treat mechanically or electronically reproduced facsimile signatures the same as handwritten signatures.
- b. General Amendment – As respects this coverage, the words "covered property" in the Crime General Provisions mean covered instruments.
- c. Proof of Loss – You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- d. Territory – The Territory General Condition applies to this coverage.

3. Additional Definition

"Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

C. Limit of Insurance

The most we will pay for loss in any one "occurrence" for covered instruments described in Paragraph **A.1.** is \$25,000. The most we will pay for credit, debit or charge card forgery in Paragraph **A.2.** is \$25,000 in any one "occurrence" of loss.

Money and Securities Coverage

A. Coverage – We will pay for the theft, disappearance or destruction of "money" and "securities" used in your business while inside the "premises" or in the care and custody of a "messenger" outside the "premises".

We will also pay for loss of, and loss from damage to, a safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from the actual or attempted theft or unlawful entry into those containers.

B. Additional Exclusions, Conditions and Definitions – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusions

We will not pay for loss resulting from:

- a. Accounting or arithmetical errors;
- b. The giving or surrendering of property in any exchange or purchase;
- c. Property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device;
- d. Property after it has been transferred or surrendered to a person or place outside the "premises":
 - (1) On the basis of unauthorized instructions; or
 - (2) As a result of a threat to do bodily harm to any person or damage to any property.

But Subparagraph (2) above does not apply to loss of the property while in the care or custody of a "messenger" if you:

- (1) Had no knowledge of any threat at the time the conveyance began; or
- (2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat; or

e. Your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

2. **Additional Condition** – Duties in the Event of Loss – If you have reason to believe that any loss of, or loss from damage to, covered property involves a violation of law, you must notify the police.

3. **Additional Definitions**

a. "Premises" means the interior of that portion of any building you occupy in conducting your business, including the interior of that portion of any building occupied by a banking institution or similar safe depository.

b. "Messenger" means you, any of your partners, an "employee", or an armored motor vehicle company while having care and custody of the property outside the "premises".

c. "Occurrence" means an:

- (1) Act, or series of related acts, involving one or more persons; or
- (2) Act, or series of related acts, or events not involving any person.

C. **Limit of Insurance**

The most we will pay for loss in any one "occurrence" is \$25,000 plus the limit, if any, shown in the Declarations for Money and Securities Coverage.

Money Orders and Counterfeit Paper Currency Coverage

A. **Coverage** – We will pay for loss due to the acquisition of covered property resulting directly from the Covered Causes of Loss.

Covered Property means:

1. Money orders, including counterfeit money orders, of any United States or Canadian post office, express company, or national or state (or Canadian) chartered bank; and
2. Counterfeit United States or Canadian paper currency.

Covered Causes of Loss – Acceptance in good faith, in exchange for merchandise, money or services, of:

1. Any money order that is not paid upon presentation; and
2. Counterfeit United States or Canadian paper currency;

that is acquired during the regular course of business.

B. **Additional Exclusions, Conditions and Definitions** – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. **Additional Exclusions** – We will not pay for loss specified below:

- a. The giving or surrendering of property in any exchange or purchase; or
- b. Your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title or possession of any property.

2. **Additional Condition** – Duties in the Event of Loss – If you have reason to believe that any loss of, or loss from damage to, covered property involves a violation of law, you must notify the police.

3. **Additional Definition**

"Occurrence" means an:

- a. Act, or series of related acts, involving one or more persons; or
- b. Act, or series of related acts, or events not involving any person.

C. **Limit of Insurance**

The most we will pay for loss in any one "occurrence" is \$25,000.

Crime General Provisions

Unless stated otherwise in any individual coverage contained in this endorsement, the following General Exclusions, General Conditions and General Definitions apply to Crime coverages included in this endorsement. **Exception: General Exclusion 2. does not apply to Employee Dishonesty Coverage.**

A. General Exclusions

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners** – Loss resulting from any dishonest or criminal act committed by you or any of your partners, whether acting alone or in collusion with other persons.
2. **Acts of Employees, Directors, Trustees or Representatives** – Loss resulting from any dishonest or criminal act committed by any of your “employees”, directors, trustees or authorized representatives:
 - a. Acting alone or in collusion with other persons; or
 - b. While performing services for you or otherwiseThe criminal acts portion of this exclusion will not be applied in a way that denies coverage benefits without a court or other adjudicatory body convicting the insured of a criminal act that resulted in loss.
3. **Governmental Action** – Loss resulting from seizure or destruction of property by order of governmental authority.
4. **Indirect Loss** – Loss that is an indirect result of any act or “occurrence” covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property;
 - b. Payment of damages of any type for which you are legally liable (but we will pay compensatory damages arising directly from a loss covered under this insurance); or
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
5. **Legal Expenses** – Expenses related to any legal action.
6. **Nuclear** – Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
7. **War and Similar Actions** – Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. General Conditions

1. **Discovery Period for Loss** – We will pay only for covered loss discovered no later than one year from the end of the policy period.
2. **Duties in the Event of Loss** – After you discover a loss or a situation that may result in loss of, or loss from damage to, covered property, you must:
 - a. Notify us as soon as possible;
 - b. Submit to examination under oath at our request and give us a signed statement of your answers;
 - c. Give us a detailed, sworn proof of loss within 120 days; and
 - d. Cooperate with us in the investigation and settlement of any claim.
3. **Joint Insured**
 - a. If any insured, or partner or officer of that insured, has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
 - b. An “employee” of any insured is considered to be an “employee” of every insured.
 - c. If this insurance, or any of its coverages, is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - d. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.
4. **Legal Action Against Us** – You may not bring any legal action against us involving loss:
 - a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within two years from the date you discover the loss. The period of time for filing suit against the company must be extended by the number of days between the date the proof of loss was filed and the date the claim was denied, in whole or in part.
5. **Loss Covered Under More Than One Coverage of This Insurance** – If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.
- 6. Other Insurance** – This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in this endorsement. Coverage under the policy will share proportionately with other similar coverages the insured may have.
- 7. Ownership of Property/Interests Covered** – The property covered under this insurance is limited to property:
- a. That you own or hold; or
 - b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

8. Policy Period

- a. The policy period is shown in the Declarations.
- b. We will pay only for loss that you sustain through acts committed or events occurring during the policy period.

9. Records – You must keep records of all covered property so we can verify the amount of any loss.

10. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance;
 - (2) Then to us, until we are reimbursed for the settlement made.
- b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original “securities” after duplicates of them have been issued.

11. Territory – This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.

12. Valuation – Settlement

Subject to the applicable Limit of Insurance provision, we will pay for:

- a. Loss of “money”, but only up to and including its face value.
- b. Loss of “securities”, but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (1) Pay the value of such “securities” or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those “securities”; or
 - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the “securities”. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the “securities” at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.

C. General Definitions

- 1. “Employee” means:
 - a. Any natural person:
 - (1) While in your service, and for 30 days after termination of service; and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
 - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the “premises”.

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee, except while performing acts coming within the scope of the usual duties of an "employee".

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property other than money and securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property not covered under any individual crime coverages.

4. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

GENERAL LIABILITY SECTION

The Commercial General Liability Coverage Form is modified as follows:

Additional Insured by Contract, Agreement or Permit

A. The following is added to Section II – Who Is An Insured:

Any person or organization with whom you agreed, because of a written contract or written agreement, is an insured but only with respect to liability arising out of your ongoing operations performed for that insured, or facilities owned or used by you.

With respect to the insurance afforded to these additional insureds, the following exclusions apply:

1. The rendering of or failure to render professional services;
2. Liability arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured; or
3. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Insured – Vendors

A. The following is added to Section II – Who Is An Insured:

Vendors with whom you agreed, because of a written contract or written agreement, who sell or distribute "your products" in the regular course of their business, are insureds but only with respect to "bodily injury" or "property damage" arising out of "your product".

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranties unauthorized by you, or any physical or chemical change in the product made intentionally by the vendor;
3. Repackaging, except when unpacked solely for inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
4. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make, or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
5. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
6. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
7. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs 3. or 5.; or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, accompanying or containing such products.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Insured – Lessor of Leased Equipment

The following is added to Section II – Who Is An Insured:

- A.** Any person(s) or organization(s) with whom you agreed, because of a written contract or written agreement, is an insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a written contract or written agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Aggregate Limit Amendment

Under Section III – Limits Of Insurance, Item 2., the General Aggregate Limit applies:

- A. To each described location insured (Location means the premises described in the Declarations involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad); and
- B. To each of your projects away from premises owned by or rented to you.

Broad Form Property Damage

Under Section I – Coverage A, Exclusion 2.j. is modified as follows:

- A. Paragraph (3) does not apply.
- B. Paragraphs (4) and (6) do not apply to customers' property.

We do not cover any property:

- A. Subject to motor vehicle registration; or
- B. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$100,000.

Insurance under this coverage provision is excess over any other insurance available to the insured whether primary, excess, contingent or on any other basis.

This coverage provision does not modify the provisions of any endorsement added to this policy that also modifies Exclusion 2.j. of Section I – Coverage A.

Damage to Premises

The last paragraph following the exclusions applying to Section I – Coverage A is amended to read as follows:

Exclusions c. through n. do not apply to damage by fire, lightning, smoke, soot or leakage from a fire protection system while the premises are rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

Fire Damage Additional Limit

In addition to the Fire Damage Limit stated in the Declarations, we will pay an additional amount of \$100,000 for damages because of "property damage" to premises rented to you arising out of any one fire.

Subject to Paragraph 5. of Section III – Limits Of Insurance, the Fire Damage Limit stated in the Declarations plus this additional limit is the most we will pay under Section I – Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

Incidental Medical Services – Specified Persons

Section II – Who Is An Insured is modified as follows:

- A. Paragraph 2.a.(1)(d) does not apply to "bodily injury" arising out of medical services rendered by a nurse, medical technician or paramedic employed by you.
- B. This coverage provision does not apply if you or any of the above are engaged in the business, profession or occupation of providing professional health care services.

Knowledge of Occurrence

Under Section IV – Commercial General Liability Conditions, the following is added to Item 2. Duties In The Event of Occurrence, Offense, Claim or Suit:

Knowledge of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured when reported directly to you, your officers, partners or any other person authorized by you to give us such notice.

Limited Fungi or Bacteria Coverage

The following is added under Section I – Coverages:

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

- a. “Personal and advertising injury” arising out of a “fungi or bacteria incident”.
 - b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.
- B. Coverage provided by this insurance for “bodily injury” or “property damage”, arising out of a “fungi or bacteria incident”, is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. below. This provision B. does not apply to any “fungi” or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.
- C. The following are added to Section III – Limits Of Insurance:
1. Subject to Paragraphs 2. and 3. of Section III – Limits Of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit of \$50,000 is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage C for Medical Payments arising out of one or more “fungi or bacteria incidents”. This provision C.1. does not apply to any “fungi” or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.
 2. Paragraph 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Insurance continue to apply to “bodily injury” or “property damage” arising out of a “fungi or bacteria incident” but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.
- D. The following definitions are added to the Definitions Section:
1. “Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
 2. “Fungi or bacteria incident” means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

Medical Payments – Additional Limit

Under Coverage C – Medical Payments, we will pay up to an additional \$10,000 for covered medical expenses.

In addition, Paragraph 1.a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

Non-Owned Watercraft

Under Section I – Coverage A, Exclusion g.(2)(a) is amended to read:

- (a) Less than 51 feet long; and

Primary and Noncontributory – Other Insurance Condition

This insurance provided to the additional insured is primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- A. The additional insured is a Named Insured under such other insurance; and
- B. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Product Recall Expense

Under Section I – Coverage A, Exclusion 2.n. does not apply to the following coverage provision:

We will pay up to \$50,000 for any cost or expense incurred by you for the withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of “your product” if such product is withdrawn or recalled from the market by you or any government body because of a known or suspected defect, deficiency, inadequacy or dangerous condition in “your product” that has resulted in or will result in “bodily injury” or “property damage”.

This coverage does not apply to:

1. A condition in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the sale or distribution of that product;
2. Failure of the product to accomplish its intended purpose;
3. A breach of warranty of fitness, quality, durability or performance;
4. Loss of customer approval, or any cost incurred to regain customer approval;
5. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
6. Recall of "your product" that has no known or suspected defect, solely because a known or suspected defect has been found in other goods or products that are also "your product";
7. Product withdrawal initiated due to expiration of the designated shelf life of "your product";
8. Product withdrawal initiated due to copyright, patent, trade secret or trademark infringements; or
9. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

A deductible of \$10,000 applies to Product Recall Expense.

Supplementary Payments – Coverages A and B

- A. Our limit for bail bonds in Item 1.b. is increased from \$250 to \$1,000.
- B. Our limit for loss of earnings in Item 1.d. is increased from \$250 to \$300.

Waiver of Transfer of Rights of Recovery Against Others to Us

The Transfer of Rights of Recovery Against Others to Us Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to:

- A. Any person or organization which, before the loss, you have agreed, because of written contract or written agreement, to waive your right of recovery; and
- B. Any other person or organization that requires you to waive your right of recovery under the contract or agreement described in Paragraph A. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Section II - Who Is An Insured is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or become effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by the following and only if the written contract or written agreement requires you to provide the additional insured such coverage:
 - a. Your acts or omissions in the performance of your ongoing operations for the additional insured; or
 - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
 - c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Coverage Part provides such coverage.
2. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard", such coverage will not apply beyond:
 - a. The date specified in the written contract or written agreement through which the insured must provide coverage; or
 - b. Five years from the completion of "your work" on the project which is the subject of the written contract or written agreement,whichever occurs first.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

- C.** As a condition of coverage provided to the additional insured by this endorsement:
- 1.** An additional insured under this endorsement will as soon as practicable:
 - a.** Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - b.** Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - 2.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
- D.** The insurance provided to the additional insured by this endorsement is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Michigan Only: This Policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

BUSINESS AUTO PROTECTION PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

BROAD FORM INSURED

Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- A.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- B.** Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - 1. That is a partnership, joint venture or limited liability company;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

SECTION II – LIABILITY COVERAGE

Exclusions

Exclusion **5.** Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE

Extra Expense – Broadened Coverage

Under Paragraph **A.** Coverage, the following is added:

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you.

Transportation Expense

Paragraph **4.a.** is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

Accidental Airbag Inflation

Paragraph **B.** Exclusions is amended by the addition of the following:

Exclusion **3.a.** does not apply to the accidental inflation of an airbag.

Sound Receiving and Transmitting Equipment – Broadened Coverage

Paragraphs **B.4.c.** and **d.** Exclusions do not apply to equipment designed solely for receiving or transmitting sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical systems, in or upon the covered "auto".

Deductible – Amended Deductible Provision

Under Paragraph **D.** Deductible, the following is added:

- 1. If two or more policies or coverage forms written by us apply to the same accident the following applies:
 - a. If the Business Auto deductible is the smaller (or the smallest) deductible, it will be waived;

- b. If the Business Auto deductible is not the smaller (or the smallest) applicable deductible, it will be reduced by the amount of the smaller (or the smallest) deductible.

Glass Repair – Waiver of Deductible

Under Paragraph **D**. Deductible, the following is added:

2. No deductible applies to glass damage if the glass is repaired rather than replaced.

Loan/Lease Gap Coverage

Section **III** – Physical Damage Coverage is amended by the addition of the following:

E. Loan/Lease Gap Coverage

We will pay in the event of a total “loss” to a covered “auto” of the private passenger or light truck type (10,000 lbs. or less gross vehicle weight) your legal obligation for any difference between the actual cash value of the covered “auto” at the time of the “loss” and the “outstanding balance” of the loan or lease agreement used solely to purchase the covered “auto”.

If this coverage applies to a leased vehicle, the following also applies:

This coverage shall apply only to the original lease written on a covered “auto” not previously titled.

As used in this endorsement, “outstanding balance” means the amount you owe on the loan or lease agreement at the time of the “loss” less any amounts for:

1. Taxes;
2. Overdue payments;
3. Penalties;
4. Interest or finance charges;
5. Additional mileage charges;
6. Nonrefundable security deposits;
7. Excess wear and tear charges; or
8. Termination fees.

This coverage will be excess over any other sources of recovery.

SECTION IV – BUSINESS AUTO CONDITIONS

Duties in the Event of Accident, Claim, Suit or Loss

Paragraph **A.2.a.** is amended by the following:

- a. This duty applies only when the “accident” or “loss” is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.

Waiver of Subrogation

Paragraph **A.5**. Transfer of Rights of Recovery Against Others to Us is amended by the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such a waiver because of payments we make for damages under this Coverage Form.

Autos Rented By Employees

Paragraph **B.5.b.** is amended by the addition of the following:

Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire.

Adding the following amends the Other Insurance Condition:

If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- A.** The actual cash value of the damaged or stolen property at the time of the "loss"; or
- B.** The cost of repairing or replacing the damaged or stolen property;

whichever is the smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident" you are legally liable for and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

Rental Reimbursement Coverage

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto" of private passenger or light truck type (10,000 lbs. or less gross vehicle weight). Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the lesser of the following number of days, regardless of the policy's expiration:

- A.** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- B.** 30 days.

Our payment is limited to the lesser of the following amounts:

- A.** Necessary and actual expenses incurred; or
- B.** \$50 per day with a maximum limit of \$1,500.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type (10,000 lbs. or less gross vehicle weight), we will pay under this coverage only the amount of your rental reimbursement expenses which is not already provided for under Physical Damage – Transportation Expense.

DESIGNATED INSURED – PRIMARY AND NON-CONTRIBUTORY INSURANCE

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By: <div style="text-align: right;">(Authorized Representative)</div>
------------------------	--

The insurance provided to the additional insured applies on a primary and non-contributory basis when a written contract that is signed and executed before the damage occurs, and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Additional Named Insureds

Other Named Insureds

DBA POWER SOURCE ELECTRIC AND	Insured Multiple Names
GLEN CONSTRUCTION LLC	Insured Multiple Names
LIM ENTERPRISES	Insured Multiple Names
MCKERCHIE ENTERPRISES INC	Insured Multiple Names



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1966

Agenda Date: 7/16/2025

Agenda #: 6.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Parks Request to Approve Agreement - Michigan DNR Program

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of an agreement with the Michigan Department of Natural Resources, Marketing & Outreach Division to provide interpretive programming at the State Park in Flint.

BACKGROUND:

Michigan DNR approached Parks staff for consideration of urban youth programming, specifically in the State Park area. Parks staff will provide Nature Awaits programming and public programming year-round, including Stepping Stones urban youth programming.

Stepping Stones is a free outdoor education program aimed at fostering confidence, environmental awareness and appreciation for nature, for ages 9 and older. Activities would include fishing, paddle sports, nature exploration, and water studies.

Nature Awaits is Michigan's fourth grade state park field trip program. The goal of this program is to connect with all 4th grade classes in the area to attend an environmental education experience at the State Park in Flint, focusing on meeting 4th grade curriculum standards including science, social studies, physical fitness and language arts through experimental learning outdoors. The program aims to make sure Michigan's kids learn that our state parks are for everyone, and that a lifetime of spending time outdoors is good for physical and mental health.

DISCUSSION:

Michigan DNR will fund up to \$379,541.00 for the first year of administration and supervision of the programming and services. \$229,541.00 is earmarked for staffing expenses, including the addition of one (1) full-time Park Naturalist, and \$150,000.00 is earmarked for program supplies and rentals.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of this agreement promotes public health to create safer and healthier residents, promotes safe communities, supports collaboration with area schools and agencies, and communicates available resources and services to our residents.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into an agreement with the Michigan Department of Natural Resources, Marketing & Outreach Division, for the purpose of developing a collaborative relationship to bring interpretive programming to the State Park in Flint, whereby the state will provide funding in the amount of \$379,541.00 to be deposited into account 2088-800.00-558.000, for the period commencing July 23, 2025, through July 23, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Public Works Committee of this Board), both the Parks Director and the Chairperson of this Board are authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed, as necessary, to amend the budget lines associated with this project.

**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

GENESEE COUNTY PARKS & RECREATION COMMISSION
 BUDGET ADJUSTMENT
 DNR STATE PARK PROGRAMMING GRANT
6.11.25

GL #	DESCRIPTION	Increase/(Decrease)
2088-800.00-558.000	STATE REVENUE	379,541.00
2088-800.00-702.000	SALARIES - FT	87,355.00
2088-800.00-714.000	LONGEVITY	606.00
2088-800.00-704.000	SALARIES - SEASONAL	85,993.00
2088-800.00-709.000	SOCIAL SECURITY	13,307.00
2088-800.00-729.000	WORKERS COMP	3,054.00
2088-800.00-718.000	HEALTH INSURANCE	12,770.00
2088-800.00-726.000	DENTAL INSURANCE	603.00
2088-800.00-725.000	VISION	64.00
2088-800.00-727.000	LIFE/HEALTH	776.00
2088-800.00-728.000	RETIREMENT	7,037.00
2088-800.00-723.000	POST RETIREMENT	2,976.00
2088-800.00-910.004	TRAINING	5,000.00
2088-800.00-864.001	PROGRAMMING	90,000.00
2088-800.00-978.000	EQUIPMENT	60,000.00

End Date 7.23.26



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1972

Agenda Date: 7/16/2025

Agenda #: 7.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval to accept a grant from the Community Impact Fund IV, Sara McDonnell Voyle Fund, in the amount of \$13,000.00, through the Community Foundation of Greater Flint

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to accept a grant, in the amount of \$13,000.00, from the Community Impact Fund IV, Sara McDonnell Voyle Fund through the Community Foundation of Greater Flint.

BACKGROUND:

The Flint River Watershed Coalition (FRWC) will utilize funds for Kayak Flint programming, which provides low-cost and adaptive kayaking programs for underserved communities, including BIPOC individuals, seniors, veterans, and people with disabilities, fostering a safe and inclusive connection to local waterways.

DISCUSSION:

No match. NO USE OF GENERAL FUND. NO USE OF PARKS FUND.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

A budget amendment is attached.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Acceptance of grant promotes public health to create safer and healthier residents and communicates available resources and services to our residents.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize accepting a grant award from the Community Foundation of Greater Flint, in the amount of \$13,000.00 to be deposited into account 2087-770.28-674.029, for the purpose of Kayak Flint programming, with no match requirement, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the July 16, 2025 meeting of the Public Works Committee of this Board), and the Chief Financial Officer is directed, as necessary, to amend the budget lines associated with this project.



May 15, 2025

Mr. Patrick Linihan
Genesee County Parks & Recreation Commission
5045 East Stanley Road
Flint, MI 48506

Re: # 244776, Kayak Flint - 244776

BOARD OF TRUSTEES 2025

Mark Miller, Chair
General Motors (Retired)

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YWCA Greater Flint

Carma Lewis
Flint Neighborhoods United

Jill Norwood
Educator (Retired)

Jia Patel
Student, Grand Blanc
High School

Ron Stack
Cyclefit Sports

Shannon White
Funchitecture

Omarl Young, M.D., FACOG
Massachusetts General Hospital

Dear Mr. Patrick Linihan:

It is a pleasure to inform you that the Community Foundation of Greater Flint has authorized a grant of \$13,000.00 to Genesee County Parks & Recreation Commission from the following fund(s): **Community Impact Fund IV, Sara McDonnell Voyle Fund**. This grant is to be used for the following purpose: *Kayak Flint provides low-cost and adaptive kayaking programs for underserved communities, including BIPOC individuals, seniors, veterans, and people with disabilities, fostering a safe and inclusive connection to local waterways.*

By accepting and utilizing these funds, you accept this grant and its conditions, to use this grant for its intended purpose, and to return any unused funds. The following conditions exist on this grant:

- This grant is awarded on the condition that your organization is a tax-exempt charity as described in Section 170(b)(1)(A) of the Internal Revenue Code. If the grantee's tax exempt status changes or funds are not used for the purpose stated above, the Foundation reserves the right to have all grant funds immediately returned.
- Funds may not be used to support religious activities.
- The grant period is 6/1/2025 through 6/1/2026. **A final report is required and is due 30 days following the end of the grant period.** The final report form is available on the Grantseekers portion of our website at cfgf.org.

We believe in sharing this good news with the public. Should you decide to share the news in any public announcement of this grant, such as annual reports, newsletters, media releases, etc., please acknowledge the above-named fund(s) of the Community Foundation of Greater Flint. If a logo is needed for further promotional purposes, please email adawson@cfgf.org.

If you have any questions, please contact us at grants@cfgf.org. We are pleased to provide this support and wish you continued success.

Sincerely,

Daniel T. Kildee
President and CEO

Community Foundation Building

500 South Saginaw Street • Suite 200 • Flint, Michigan 48502 • 810.767.8270 • cfgf.org

GENESEE COUNTY PARKS & RECREATION COMMISSION
BUDGET ADJUSTMENT
FRWC
5.27.25

GL #	DESCRIPTION	Increase/(Decrease)
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2087-770.28-674.029	GRANT CONTRIBUTION	13,000.00
2087-770.28-704.000	SALARIES - SEASONAL	12,000.00
2087-770.28-709.000	SOCIAL SECURITY	918.00
2087-770.28-729.000	WORKERS COMP	82.00

Kayak Flint
9.30.25

GENESEE COUNTY PARKS & RECREATION COMMISSION
BUDGET ADJUSTMENT
FRWC
5.27.25

GL #	DESCRIPTION	Increase/(Decrease)
2087-770.28-674.029	GRANT CONTRIBUTION	13,000.00
2087-770.28-704.000	SALARIES - SEASONAL	12,000.00
2087-770.28-709.000	SOCIAL SECURITY	918.00
2087-770.28-729.000	WORKERS COMP	82.00

Kayak Flint
9.30.25