

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 324 S. Saginaw St., Flint, Michigan 48502 (the “County”), Flint and Genesee Group (the “Group”), 519 S. Saginaw St., Suite 200, Flint, MI 48502, and Sports Facilities Advisory, LLC, a foreign corporation, whose principal place of business is located at 17755 US Highway 19 N., Unit 300, Clearwater, Florida (the “Contractor”) (the County, Group, and the Contractor together, the “Parties”).

1. Scope of Work

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

2. Period of Performance

The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 120 days.

3. Compensation

Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

Payment Terms – Exhibit A (\$44,800.00)

- **Payment 1** – (50%) \$22,400.00: Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full. Payment 1 will be paid by the County.
- **Payment 2** – (30%) \$13,440.00: To be invoiced and paid to Consultant by the Group upon presentation of the draft pro forma. Copy of the draft deliverable(s) to be delivered only upon payment. Payment 2 will be paid by Explore Flint & Genesee a Division of the Flint & Genesee Group.
- **Payment 3** – (20%) \$8,960.00: To be invoiced upon presentation of the final deliverable(s). Copy of the Final deliverable(s) to be delivered only upon payment. Payment 3 will be paid by Explore Flint & Genesee a Division of the Flint & Genesee Group.
- **Reimbursable Travel Expenses (if applicable):** To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

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 for the County is Joshua Freeman (the "Contract Administrator"). The contract administrator for this Contract for the Group is Amari Steward (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrators are the primary contacts 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 Administrators.

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.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County and the Group, their 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. **Responsibility**

The County and the Group assume all responsibility for financial and other risks associated with the planning, development, operations & management of the County and the Group's business and Consultant assumes no liability for the County and the Group's project. The County and the Group agree to seek independent accounting and legal services that are necessary for the operation of County and the Group.

8. Consultant Services

The County and the Group understand that consultant is a management consulting firm, is not licensed to sell securities, and is not a licensed accounting practice nor licensed to practice law.

9. Suspension of Work

9.1 Order to Suspend Performance

Upon written order of the Contract Administrators, 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 Administrators have directed that the Services be suspended.

9.2 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 Administrators of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrators to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrators pursuant to this paragraph are compensable.

10. Termination

10.1 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 and the Group of the breach, the County and the Group 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 and the Group as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

10.2 Immediate Termination

If the County and the Group, in their discretion, determine that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, they 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 and the Group as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

10.3 Termination for Convenience

If the County and the Group determine that it is in their best interests, they may terminate this Contract upon thirty (30) days written notice to the Contractor.

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

10.4 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 and the Group may terminate this Contract by written notice specifying the date of termination.

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

11. **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.

12. **Freedom of Information Act**

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

13. 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 and the Group. Upon the County and Group's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County and the Group.

14. Audit Rights

14.1 Certification of Accurate Information

Contractor certifies that all information provided to the County and the Group 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.

14.2 Inspection

The Contractor agrees that the County and the Group 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.

14.3 Audit

The Contractor agrees that the County and the Group 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.

14.4 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.

15. 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 and Flint and Genesee Group. *In addition, the County and the Group reserve 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 and the Group.*

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 and Flint and Genesee Group, 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 and the Group.

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 and Flint and Genesee Group, 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 and the Group 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 and the Group's Contract Administrator within five (5) business days in the event of expiration or cancellation of coverage.

15.1 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
324 S. Saginaw St., Flint, MI 48502

And

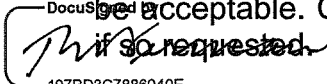
Flint and Genesee Group,
Attn: Contract Administrator
519 S. Saginaw St., Suite 200, Flint, MI 48502

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 and Flint and Genesee Group, their 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 and the Group. 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.

10/3/2025


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15.2 Indemnification

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The Contractor agrees to indemnify, defend, and hold harmless the County and the Group, and their 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.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following document and Exhibit, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 Interpretation

The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County and the Group reserve 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.

SPORTS FACILITIES ADVISORY, LLC

COUNTY OF GENESEE

Signed by:
By: Jason Clement
Jason Clement
Manager

Date: 10/2/2025

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

Date: 10/3/2025

FLINT AND GENESEE GROUP

DocuSigned by:
By: Timothy Herman
Timothy Herman
CEO Flint & Genesee Group

Date: 10/3/2025

EXHIBIT A
Description of the Services

Step 1: Project Kick-Off Call

In this step, Consultant will set up an initial phone call with the County and the Group's team to cover six topics that allow the Consultant's team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Step 2: Existing Data Review & Market Analysis

In this step, Consultant will review any existing data, documentation, and/or resources provided related to the project. Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition).

Step 3: Remote Development Planning Session (DPS)

The DPS is a "deep-dive" planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, Consultant will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights. This will be held via a teleconference via Zoom meeting.

Step 4: Detailed Financial Forecast (Pro Forma)

In this step, Consultant will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. Consultant's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the County and the Group with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Total Price Quote: \$44,800.00

This quote assumes a first draft review and one round of modifications for the pro forma. The draft pro forma will be delivered 8-10 weeks from the Development Planning Session. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.

Please Note: This proposal is valid for 60 days from issuing date.