



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Community & Economic Development Committee
Agenda

Wednesday, March 11, 2026

5:30 PM

324 S.Saginaw St., Bryant "BB"
Nolden Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2026-0300](#) Approval of Meeting Minutes - January 21, 2026

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2026-0158](#) Approval of a Letter of Support for Happy Can's Solid Waste Processing and Transfer Facility

2. [RES-2026-0297](#) Approval of an agreement between Genesee County and the Flint & Genesee Group, in the annual amount of \$1,100,000.00, to provide Convention and Visitor Bureau services; the term of this agreement is April 1, 2026 through March 31, 2028; the cost of this agreement will be paid from the Accommodations Tax account

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0300

Agenda Date: 3/11/2026

Agenda #:

Approval of Meeting Minutes - January 21, 2026



**Genesee County
Community & Economic Development Committee
Meeting Minutes**

Wednesday, January 21, 2026

5:30 PM

**324 S.Saginaw St., Bryant "BB"
Nolden Auditorium**

I. CALL TO ORDER

Commissioner Brown called the meeting to order at 5:30 PM.

II. ROLL CALL

Present: Beverly Brown, Shaun Shumaker, Delrico J. Loyd, Charles Winfrey, Gary L. Goetzing, James Avery, Martin L. Cousineau, Dale K. Weighill and Brian K. Flewelling

III. APPROVAL OF MINUTES

[RES-2026-0049](#) Approval of Meeting Minutes - December 3, 2025

RESULT: APPROVED

MOVER: James Avery

SECONDER: Gary L. Goetzing

Aye: Chairperson Brown, Vice Chair Shumaker, Commissioner Loyd, Commissioner Winfrey, Commissioner Goetzing, Commissioner Avery, Commissioner Cousineau, Commissioner Weighill and Commissioner Flewelling

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

Gigi Sohn, Executive Director, American Association for Public Broadband

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2755](#) Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$730,000.00, to provide for the construction of the Fenton Road - Phase One non-motorized trail project

 RESULT: REFERRED
 MOVER: James Avery
 SECONDER: Martin L. Cousineau

 Aye: Chairperson Brown, Vice Chair Shumaker,
 Commissioner Loyd, Commissioner Winfrey,
 Commissioner Goetzinger, Commissioner Avery,
 Commissioner Cousineau, Commissioner Weighill
 and Commissioner Flewelling

2. [RES-2025-2756](#) Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$275,000.00, to provide for Trails Staff Support, Website Design, and Marketing Grant to implement Genesee County's Strategic Trails Plan

 RESULT: REFERRED
 MOVER: Charles Winfrey
 SECONDER: Martin L. Cousineau

 Aye: Chairperson Brown, Vice Chair Shumaker,
 Commissioner Loyd, Commissioner Winfrey,
 Commissioner Goetzinger, Commissioner Avery,
 Commissioner Cousineau, Commissioner Weighill
 and Commissioner Flewelling

3. [RES-2026-0035](#) Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of \$531,684.00, to provide for Genesee County's Weatherization Program; this grant requires a \$35,620.72 match

 RESULT: REFERRED
 MOVER: Shaun Shumaker
 SECONDER: Martin L. Cousineau

 Aye: Chairperson Brown, Vice Chair Shumaker,
 Commissioner Loyd, Commissioner Winfrey,
 Commissioner Goetzinger, Commissioner Avery,
 Commissioner Cousineau, Commissioner Weighill
 and Commissioner Flewelling

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:04 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0158

Agenda Date: 3/11/2026

Agenda #: 1.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of a Letter of Support for Happy Can's Solid Waste Processing and Transfer Facility

BOARD ACTION REQUESTED:

Staff is requesting approval of a letter of support for Happy Can's Solid Waste Processing and Transfer Facility to be consistent with the Genesee County Materials Management Plan (MMP), and for Board Chairperson Dale K. Weighill to sign the letter.

BACKGROUND:

Happy Can Disposal is registering as a Solid Waste Processing and Transfer Facility at 120 S. Center Rd, Flint, MI 48506. As required under Part 115 of the Act 451, the Natural Resources and Environmental Protection Act, this facility must be consistent with the Genesee County Materials Management Plan. Currently, all Michigan counties are in the process of developing their first Materials Management Plan, and in the interim, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has established a process for determining consistency with the MMP. This process includes getting a letter of support from the local municipality and the county in which the development will be located for a proposed materials management facility.

DISCUSSION:

Staff is requesting approval of a letter of support, and for Board of Commissioners Chairperson Dale K. Weighill to sign the letter regarding Happy Can's Solid Waste Processing and Transfer Facility to be consistent with the Genesee County Materials Management Plan. Genesee County's written support will allow Happy Can to move to the next necessary steps of getting proper permitting and approval through EGLE. The City of Flint are in the process of preparing their own letter of support for the facility. A facility description summary has been included with the letter of support. Happy Can's facility is approximately 16,020 square feet in size on a property of about 8 acres. The processing and transfer facility will be 3,000 square feet of the total building. The facility will process about 200 cubic yards per day. This includes household and commercial solid waste such as cardboard, wood, non-hazardous construction debris, drywall, panel board, roofing, and metal along with various types of paper materials from residential commercial. The facility will serve Genesee County and currently employs 12 local individuals and continues to expand that number as they grow. EGLE has been to the facility and found it to be fit for the use of the under 200 cubic yards per day as Happy Can continues to work closely with EGLE to stay at the forefront of regulation and requirement standards.

IMPACT ON HUMAN RESOURCES:

No impact on human resources.

IMPACT ON BUDGET:

No impact on budget. This approval is only for a letter of support, the development is entirely funded by Happy Can.

IMPACT ON FACILITIES:

No impact on facilities. This facility is entirely owned and operated by Happy Can, this letter of support is to provide consistency of the site with the Genesee County Materials Management Plan.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

To meet Genesee County's priority of healthy, livable, and safe communities, this project will support Happy Can's Solid Waste Processing and Transfer Facility. This facility provides Genesee County with a much-needed local solution for recycling, reducing landfill waste and supporting circular economy, ultimately promoting environmental stewardship.

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 Planning to authorize sending a letter of support for Happy Can's Solid Waste Processing and Transfer Facility to be consistent with the Genesee County Materials Management Plan is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the March 11, 2026 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to sign the Letter of Support on behalf of Genesee County.



GENESEE COUNTY
BOARD OF COMMISSIONERS

 (810) 257-3020

 (810) 257-3008

March 11, 2025

Kyle Burnash
Happy Can Disposal
Flint, MI 48506
Clinton Township, MI 48038

Subject: Letter of Support for Happy Can's Solid Waste Processing and Transfer Facility

COMMISSIONERS

Dear Mr. Burnash,

Delrico J. Loyd

District 1

Charles H. Winfrey

District 2

Gary L. Goetzinger

Vice-Chairperson

District 3

Beverly Brown, PhD

District 4

James Avery

District 5

Shaun Shumaker

District 6

Martin L. Cousineau

District 7

Dale K. Weighill

Chairperson

District 8

Brian K. Flewelling

District 9

This letter is to signify Genesee County's support as well as to demonstrate consistency with Genesee County's Materials Management Plan (MMP) for the Solid Waste Processing and Transfer Facility in the City of Flint by Happy Can.

The Solid Waste Processing and Transfer Facility provides Genesee County with a much-needed local solution for recycling, reducing landfill waste, and promoting circular economy. By processing materials more efficiently, the facility will help to decrease environmental pollution, conserve natural resources, and support Genesee County's priority of healthy, livable, and safe communities through environmental stewardship.

Beyond the environmental benefits, this project will create valuable jobs for Genesee County residents, offering employment opportunities in the waste management industry. The economic impact of this facility will be significant, attracting further investment into the region while fostering a culture of sustainability and environmental responsibility.

Happy Can has a proven track record in providing waste management and recycling services to Genesee County municipalities, and their investment in this facility underscores their commitment to both a circular economy and community development. The establishment of this facility will further support Genesee County's position as a leader in sustainable waste solutions and encourage greater participation in recycling programs across the county.

Included with this letter of support is a description of the proposed facility including site acreage, facility size, services provided by the facility, and other relevant information.

Thank you for your commitment to enhancing materials management efforts in Genesee County.

Sincerely,

Dale K. Weighill, Chairperson
Genesee County Board of Commissioners

Genesee County Materials Management Plan – Facility Description

Owner: Happy Can Disposal

Facility Type: Solid Waste Type B Transfer

Address: 120 S. Center Rd, Flint, MI 48506

County: Genesee County

Parcel Number(s): 41-09-426-072

Property Size: 8 acres

Facility Size: Transfer Facility Area 3,000 sq ft Concrete Containment (16,020 sq ft total buildings)

Capacity: Less than 200 cubic yards per day

Service area: Genesee County

Materials Type: Household and commercial solid waste ie. cardboard, wood, non-hazardous construction debris, drywall, panel board, roofing, and metal along with various types of paper materials from residential commercial.

Reason for the Letter: Part 115 of the Act 45, to be consistent with the Genesee County Materials Management Plan.

Additional Info:

- Currently employs 12 local individuals and continues to expand that number as they grow.
- EGLE has been to the facility and found it to be fit for the use of the under 200 cubic yards per day category as Happy Can continues to work closely with EGLE to stay at the forefront of regulation and requirement standards.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0297

Agenda Date: 3/11/2026

Agenda #: 2.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Joshua Freeman, Director of Administration

RE: Approval of an agreement between Genesee County and the Flint & Genesee Group, in the annual amount of \$1,100,000.00, to provide Convention and Visitor Bureau services; the term of this agreement is April 1, 2026 through March 31, 2028; the cost of this agreement will be paid from the Accommodations Tax account

BOARD ACTION REQUESTED:

Approval of an agreement between Genesee County and the Flint & Genesee Group, in the annual amount of \$1,100,000.00, to provide Convention and Visitor Bureau services; the term of this agreement is April 1, 2026 through March 31, 2028; the cost of this agreement will be paid from the Accommodations Tax account

BACKGROUND:

Genesee County has contracted with the Flint & Genesee Group for several years for convention and visitor services. Their current 1-year contract is set to expire at the end of this month.

DISCUSSION:

In conversations with commissioners, the Flint & Genesee Group proposed a contract to continue providing CVB services to Genesee County. The attached contract remains the same in terms of deliverables. This contract provides funding in the amount of \$1.1 million annually for a two-year term.

IMPACT ON HUMAN RESOURCES:

There will be no impact on HR.

IMPACT ON BUDGET:

This contract will be paid from the Accommodations Tax fund. CVB activities are an allowable expense per state law. There is ample money available in the fund to cover this cost.

IMPACT ON FACILITIES:

There will be no impact on facilities.

IMPACT ON TECHNOLOGY:

There will be no further impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

The Board of County Commissioners have prioritized community and economic growth. In promoting our community and events that happen here, we hope to increase economic activity for our local hoteliers and surrounding businesses.

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 entering into a Professional Services Contract between Genesee County and the Flint & Genesee Group, whereby the contractor will provide Convention and Visitors Bureau services on behalf of Genesee County for the two-year term commencing April 1, 2026, through March 31, 2026, at an annual cost not to exceed \$1,100,000.00 for each two-year term, to be paid from account 2180-729.00-955.046, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the March 11, 2026 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to sign the contract on behalf of Genesee County.

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 Street, 10th Floor, Flint, Michigan 48502 (the “County”), and the Flint & Genesee Group, a Michigan nonprofit corporation (the Group), whose principal place of business is located at 519 S. Saginaw Street, Suite 200, Flint, Michigan, 48502 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on April 1, 2026, and shall be effective for a two-year period through March 31, 2028 (the “Initial Term”).

2. Scope of Work

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

3. Compensation. As annual base compensation for services, the Group shall receive, from net revenues collected by the Genesee County Treasurer, one million one hundred thousand dollars (**\$1,100,000**) for each year of the contract. Payments shall be made quarterly per the following schedule after receipt of an invoice from the Group: July 2026, October 2026, January 2027, April 2027, July 2027, October 2027, January 2028, and April 2028.

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 **Jared Field** (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.
- 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, 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

Prior to any suspension of work Order being issued, the Contract Administrator shall notify Contractor, in writing, of the basis for a suspension of performance, and Contractor shall have fourteen (14) days to correct the basis for the suspension of performance. 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 that exceed the total amount due to Contractor pursuant to the terms of the Contract less amounts already paid to the Contractor.

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 that exceed the total amount due to Contractor pursuant to the terms of the Contract less amounts already paid to the Contractor.

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. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. 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.

11. 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".

12. 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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

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. *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.

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
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.

15.2 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.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, 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.

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

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.

17.10 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.

FLINT & GENESEE GROUP

COUNTY OF GENESEE

By: _____
Tim Herman, CEO
Flint & Genesee Group

By: _____
Dale K. Weighill, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

- **Overall Focus of Destination Marketing for Genesee County**

The Group will ensure the sum total of its efforts are focused on the desired outcomes of the Genesee County Board of Commissioners that are in line with the Board's values, priorities and long-term vision.

- **Visitor Metrics**

The Group will establish baselines and set specific, measurable targets for increasing number of visitors and economic activity at county-owned attractions, regional assets (Flint Cultural Center, Bishop International Airport, sports venues, etc.) and local events.

- **Marketing Strategies**

The Group will ensure utilization of marketing strategies that focus on enhancing the visibility and appeal of county-owned attractions, including Crossroads Village, Wolverine Campground and The Mounds ORV Park, as well as events at these venues. This is in addition to the Group's holistic approach to marketing all public assets in Genesee County.

- **Data Collection and Feedback**

The Group will share qualitative and quantitative visitor feedback that reflects levels of satisfaction with visitor experiences in order to identify areas for improvement or enhancement.

- **Future Planning Related to Development Assets**

The Group, as led by the Board of Commissioners, may explore the feasibility of development assets for the purpose of enhancing Genesee County as a destination.

- **Reporting, Assessment and Accountability**

The Group will provide three regular reports (July, October, January) annually to the Board of Commissioners detailing progress towards achievement of targeted *outcomes*, including visitor metrics, economic impact data and evidence of direct correlation between the work of the The Group and the specific outcome.