

MUSKEGON COUNTY BOARD OF COMMISSIONERS
Community Development / Strategic Planning Committee

AGENDA

May 13, 2021 - 4:00 p.m.
via Zoom

Doug Brown, Chairman
Susie Hughes, Vice-Chair

Connect to Zoom from your computer, tablet or smartphone at:

<https://zoom.us/j/94711202516?pwd=SFhLTkxnSVhlaVJWR1JTNnNPRGM2Zz09>

Phone: (312) 626-6799

Meeting ID: 947 1120 2516

Passcode: 506919

Cell phones may mute & unmute by dialing *6
Raise and lower hand to speak by dialing *9

To raise your digital hand from your PC or
MAC, at the bottom of the window on the right
side of the screen, click the button labeled
"Raise Hand"

View the meeting on Facebook at:

<https://www.facebook.com/MuskegonCountyMI>

- 1) Call to Order
- 2) Roll Call (w/location)
- 3) Approval of Minutes of April 15, 2021
- 4) Public Comment (on an agenda item)
- 5) Items for Consideration

*Board Work Session
Board Rules & Parliamentary Procedure
begins at 3:00 p.m. today*

CDSP21/05 - 12 (CVB - Bob Lukens) To adopt the Heritage Landing Event Agreement with Unity Christian Events/Alive On The Lakeshore to provide a license for the use of Heritage Landing August 11-14, 2021 for the Unity Christian Music Festival, and to authorize the Chairperson of the County Board to execute the agreement.

CDSP21/05 – 13 (CVB – Bob Lukens) To adopt the Event Agreement with the Child Abuse Council of Muskegon County for use of the Union Depot parking lot for vendors July 15-18, 2021, during the Rebel Road motorcycle rally and to authorize the Chairperson of the County Board to execute the agreement.

- 6) Unfinished Business
- 7) New Business
- 8) Public Comment
- 9) Final Board Comment
- 10) Adjourn (call of the Chair)

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the Commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of the majority of the Commission.

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours' notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

MUSKEGON COUNTY BOARD OF COMMISSIONERS
Community Development & Strategic Planning Committee

April 15, 2021
4:00 p.m. via Zoom

Doug Brown, Chair
Susie Hughes, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Brown at 4:00 p.m.

ROLL CALL

Present: Kim Cyr (Twin Lake), Marcia Hovey-Wright (Muskegon), Susie Hughes (Muskegon Township), Zach Lahring (Muskegon), Charles Nash (Muskegon), Bob Scolnik (Norton Shores), Rillastine Wilkins (Muskegon), Malinda Pego (Muskegon), Doug Brown (Muskegon)

Also Present: Mark Eisenbarth, County Administrator; Kathy Tharp, Administrative Coordinator

ADDRESS TO THE BOARD: Commissioner Cyr addressed the Board regarding a motion that was brought forth at the last minute to the April 13, 2021 Ways and Means committee.

APPROVAL OF MINUTES

It was moved by Commissioner Hovey-Wright, supported by Commissioner Hughes, to approve the minutes of the March 11, 2021, meeting as written. Motion carried.

Roll Call:

Yes: Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Kim Cyr, Marcia Hovey-Wright, Doug Brown

No: None Motion carried.

PUBLIC COMMENT

None

ITEMS FOR CONSIDERATION

CDSP21/04 - 09 It was moved by Commissioner Hughes, supported by Commissioner Nash, to approve the amended bylaws of the Lakeshore Museum Center Board as presented.

Roll Call:

Yes: Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Kim Cyr, Marcia Hovey-Wright, Doug Brown

No: None Motion carried.

CDSP21/04 - 10 It was moved by Commissioner Wilkins, supported by Commissioner Hughes, to approve the staff recommendation to hire Eric Carballido for the position of Twin Lake County Park caretaker.

Roll Call:

Yes: Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Kim Cyr, Marcia Hovey-Wright, Susie Hughes, Doug Brown

No: None

Motion carried.

CDSP21/04 – 11 It was moved by Commissioner Hovey-Wright, supported by Commissioner Hughes, to engage the services of Azavar, a company specializing in short term rental identification and compliance, at a not-to-exceed contract cost of \$9,000 annually, and to authorize the Board Chair to sign the contract.

Roll Call:

Yes: Charles Nash, Bob Scolnik, Rillastine Wilkins, Kim Cyr, Marcia Hovey-Wright, Susie Hughes, Doug Brown

No: Malinda Pego, Zach Lahring

Motion carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

Tony Barnes thanked Commissioner Cyr for his comments earlier in the meeting.

FINAL BOARD COMMENT

None

ADJOURNMENT

There being no further business to come before the Community Development & Strategic Planning Committee, the meeting adjourned at 4:26 p.m.

Muskegon County Community Development / Strategic Planning Committee

Request for Board Approval

Requestor: Robert M. Lukens

Committee Date: 2021-05-13

Requesting Department: Community Development
- Parks/CVB

Full Board Date: 2021-05-25

Budget: Budgeted

Agenda Number: CDSP21/05 - 12

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*



Move to adopt the Heritage Landing Event Agreement with Unity Christian Events/Alive On The Lakeshore to provide a license for the use of Heritage Landing August 11-14, 2021 for the Unity Christian Music Festival, and to authorize the Chairperson of the County Board to execute the agreement.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

Unity Christian Events/Alive On The Lakeshore seeks a four-day event agreement with the County of Muskegon to use Heritage Landing Wednesday, August 11, 2021 through Saturday, August 14, 2021 for the annual Unity Christian Music Festival.

The contract stipulates that a deposit of \$1,500, proof of insurance, and proof of licensed electrical contractor on site for electrical operations before and during the event will be required. Proper permitting by the City of Muskegon has also been secured, and the County will invoice the lessee for the deposit.

The Event Agreement for the proposed event has been reviewed by the County's Corporate Counsel and approved.

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Beth Dick, Finance Director/Management Analysis:</p> <p style="text-align: center;"> <input type="checkbox"/>  </p>
<p>Michael Homier, Corporate Counsel Analysis Required? Yes</p> <p style="text-align: center;"><i>Michael Homier</i></p>	<p>Mark Eisenbarth, County Administrator Recommendation:</p> <p style="text-align: center;"> <input checked="" type="checkbox"/>  </p>

County of Muskegon
Heritage Landing Event Agreement

This Event Agreement (this “**Agreement**”) is entered into on _____, 2021, between UNITY CHRISTIAN EVENTS/ALIVE ON THE LAKESHORE (the “**Licensee**”), a Michigan not-for-profit corporation in Muskegon, Michigan, and the County of Muskegon (the “**County**”), a public corporation in Muskegon, Michigan.

Background

1. The County owns and operates a facilities located at 1050 7th Street, Muskegon, Michigan 49440, that is commonly referred to as Heritage Landing (the “**Facility**”). The County makes the Facility available to groups and organizations to use for festivals, events, and other community gatherings (together, the “**Event**”);
2. Licensee wishes to use the Facility for an Event from August 11, 2021 to August 14, 2021 (the “**Event Period**”) during the hours of 12:00 a.m. to 11:59 p.m. each day; and The County and the Licensee wish to enter into this Agreement to set forth their rights and obligations and to allocate the costs and revenues associated with the Event.

Agreement

The parties agree to the following terms and conditions:

1. Use of Facility.

- a. Licensee will be permitted to use and occupy the Facility for the Event Period for the Event and activities reasonably related to the Event. The County or its affiliates may prohibit any activity that they, in their sole discretion, determine is unrelated to the Event. Licensee may enter the Facility on August 4, 2021 for set-up and must have cleaned-up and vacated the Facility by August 17, 2021.
- b. During the Event Period, overnight camping at the Facility (check one below and initial):

Overnight Camping:

By County:

By Licensee:

 X is not allowed

_____ (initial)

_____ (initial)

_____ is allowed for a total of _____ campsites

_____ (initial)

_____ (initial)

- c. If overnight camping at the Facility is allowed as indicated in paragraph 1.b, above, then in addition to any deposit, rental fee and security deposit required for the Facility by this Agreement, Licensee shall pay the County ten percent (10%) of the daily cost Licensee charges to campers for each campsite for each day during the Event Period or five dollars (\$5.00) for each campsite for each day during the Event Period, whichever is greater.
 - d. If overnight camping at the Facility is allowed as indicated in paragraph 1.b, above, it shall be subject to the following additional rules and regulations:
 - i. Campfires are prohibited at all times.
 - ii. Fireworks of any kind are prohibited.
 - iii. No music shall be allowed after 11:00 p.m. in the camping area.
2. **Duties of the Licensee.** The Licensee is responsible for all of the following at its sole expense:
- a. Permits, Approvals, and Licenses. The Licensee must obtain all required state and local permits and approvals for the Event, including a special event liquor license from the Liquor Control Commission. The Licensee must satisfy any bonding requirements for these permits, approvals, and licenses. The Licensee is solely responsible for any liability arising out its failure to obtain appropriate permits, approvals, licensing, or bonding.
 - b. Insurance. Licensee and entities/vendors within the event shall procure and maintain Workers Compensation Insurance, when required by law, General Liability Insurance on an "Occurrence Basis" with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence/aggregate, Liquor Liability Insurance required of Alcohol Vendors with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence/aggregate, and Automobile Liability Insurance, if any vehicles will be used. The County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof shall be named as an additional insured by way of endorsement on all General Liability Insurance policy(ies), Liquor Liability Insurance and Automobile Liability Insurance policy(ies), if applicable. Coverage afforded is considered primary and any other insurance the County may have in effect shall be considered secondary and/or excess. Notwithstanding, the County reserves the right to increase the required minimum liability insurance if the County determines, in its sole discretion, that the nature of the Event as well as the number of people who may attend the Event represents potential liability that could exceed the minimum coverage limits otherwise required by this subsection. The Licensee must comply with all carrier regulations and policy provisions.
 - c. Volunteers and Vendors. The Licensee will solicit, coordinate, and supervise all volunteers and vendors participating in the Event. The Licensee will require

volunteers sign a waiver releasing the County from any liability associated with the Event and advising volunteers of all of the following:

- i. Volunteering does not create an employment relationship with the Licensee.
 - ii. Volunteering at the Event may present risks related to vocational and recreational activities and related to interaction with attendees of the Event. The volunteer freely assumes all risks.
- d. Security. The Licensee must provide, at its sole expense, reasonable security during the Event. Licensee must provide to the Director of the Department of Public Works written proof of a reasonable security arrangement at least thirty (30) days prior to the start of the Event Period.
- e. Restrooms. The Licensee must provide, at its sole expense, a sufficient number of portable restrooms for use by all Event participants and guests. At least five percent (5%) of each grouping of portable restrooms must be compliant with the Americans with Disabilities Act (ADA) and in handicap-accessible locations.
- f. Utilities. Licensee is responsible for all utilities charges, including, but not limited to, electricity, light, heat, water, power, and telephone incurred by during use of the Facility. If the cost is not determinable by direct charge, the amount owed will be equal to the amount of the total utility charge less the average utility charge during periods of inactivity. A period of inactivity is a period which the Facility is not licensed for an event.
- g. Electrical and Mechanical Equipment. Licensee will be responsible for reasonably securing and maintaining any electrical or mechanical equipment used to provide the necessary power to the Event; provided that the County is permitted to access such electrical or mechanical equipment at any time. Any work done on electrical equipment at the Facility must be performed by a journeyman, master electrician, or other similarly qualified persons. Licensee is responsible for any power disruptions, inadvertent activation of the sprinkler system, or other routine or emergency mechanical matters which may arise as a consequence of the Event. Should any such problems arise, it is the responsibility of Licensee, at its sole expense, to correct.
- h. Protection of Property. Licensee will exercise reasonable due diligence in protecting the Facility at the Event. Licensee is responsible for cleaning up and restoring the Facility to the condition it was in before Event set-up, less reasonable wear and tear.
- i. Local Workers. Licensee will use its best efforts to use contractors and contractors who are veterans of the United States Military who live or work within Muskegon County whenever possible.

3. **Representations and Warranties.**

- a. Disclaimer of Warranties. The County expressly disclaims all representations and warranties, expressed or implied, in connection with the Facility and this Agreement.
- b. Vendor Agreements. Licensee represents an agreement exists between the Licensee and each vendor that offers goods or services at the Facility during the Event. Such agreements must include the following:
 - i. Terms requiring the vendor to obtain and maintain adequate insurance and provide worker's compensation coverage for its employees;
 - ii. Representations that the vendor is an Equal Opportunity Employer; and
 - iii. Terms requiring the vendor to comply with the Facility's rules and regulations.

4. **Payments and Penalties.** The Licensee is responsible for the following payments:

- c. Reservation Fee. The fee to use the Facility is 6,000 dollars, or \$1,500 per day of the Event (the "**Reservation Fee**"). The balance of the Reservation Fee is due within thirty (30) days after the last day of the Event Period.
- d. Deposit Fee. A non-refundable deposit fee of 1,500 dollars (\$1,500) (the "**Deposit Fee**") is due at the signing of this Agreement and is necessary to reserve the Facility for the Event Period. The Deposit Fee is payable to the Muskegon County Convention & Visitors Bureau (the "**CVB**") and is credited to the Reservation Fee. The Deposit Fee is non-refundable and will be forfeited if the Event is cancelled. If the Event is cancelled due to ongoing COVID-19 pandemic restrictions, the deposit will either be returned to the Licensee or credited to the 2022 Event.
- e. County Employees. Licensee understands that the use of the Facility for the Event may require County employees to perform work-related duties to maintain and operate the Facility during the Event.
- f. Payment Terms. Any amounts not paid by Licensee when due will be subject to interest charges, from the date due until paid, at a rate of one and one half percent (1.5%) per annum of the overdue amount.

5. **Non-Exclusivity.** Licensee understands this Agreement is not an exclusive agreement, and the County reserves the right to negotiate and enter into similar agreements with other organizations that provide the same or similar services as those provided by Licensee.

6. **Termination of Agreement.** If either Party is unable to perform any of its duties under this Agreement, the non-breaching Party may, upon giving written notice to the other Party, terminate this Agreement.
7. **Liability; Indemnification.** Licensee agrees to indemnify and hold harmless the County, along with County's affiliates, directors, employees, and agents, from and against any and all third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable attorney's fees and court costs, arising directly or indirectly out of Licensee's (i) negligence or willful misconduct; or (ii) material breach of any of the terms of this Agreement.
8. **No Partnership or Joint Venture.** This Agreement does not create a partnership, joint venture, or other relationship between the County and Licensee. No employee, agent, volunteer, or contractor of the Licensee is to be considered an employee, agent, or contractor of the County or its affiliates as a result of this Agreement.
9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any third party any rights, remedies, obligations, or liabilities.
10. **Modification.** This Agreement may be modified only in a writing signed by both parties.
11. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Event. No representation or statement not expressly contained in this Agreement will be binding on either party.
12. **Governing Law and Venue.** Michigan law governs this Agreement. Any dispute between the parties arising out of this Agreement or the Event must be filed in a court of competent jurisdiction in Muskegon County, Michigan.
13. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other. This Agreement is binding upon the parties and their successors and assigns.
14. **Severability.** The invalidity of any provision of this Agreement will not affect the remainder of the Agreement.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together are deemed to be one complete document.

Signatures

Licensee:

**UNITY CHRISTIAN EVENTS/ALIVE
ON THE LAKESHORE**

Signature

Date

Printed Name of Signatory and Title

County:

The County of Muskegon

Signature

Date

Printed Name of Signatory and Title

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Muskegon County Community Development / Strategic Planning Committee

Request for Board Approval

Requestor: Robert M. Lukens

Committee Date: 2021-05-13

Requesting Department: Community Development
- Parks/CVB

Full Board Date: 2021-05-25

Budget: Budgeted

Agenda Number: CDSP21/05 - 13

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to adopt the Event Agreement with the Child Abuse Council of Muskegon County for use of the Union Depot parking lot for vendors July 15-18, 2021, during the Rebel Road motorcycle rally and to authorize the Chairperson of the County Board to execute the agreement.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

The 2021 Rebel Road motorcycle rally in downtown Muskegon is scheduled for a four-day run July 15-18, 2021. Proceeds from the event benefit the Child Abuse Council of Muskegon County, which proposes a license agreement to rent the parking lot of the County-owned Union Depot to provide space for event vendors.

The license agreement stipulates that a \$900 rental payment and proof of insurance for the event will be required. The Child Abuse Council has obtained a \$1 million liability insurance policy naming the County of Muskegon as additional insured for the event rental period. Proper permitting by the City of Muskegon has also been secured.

County Corporate Counsel has reviewed and approved the license agreement.

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Beth Dick, Finance Director/Management Analysis:</p> <p style="text-align: center;"> <input type="checkbox"/> <i>Beth Dick</i> </p>
<p>Michael Homier, Corporate Counsel Analysis Required? Yes</p> <p style="text-align: center;"><i>Michael Homier</i></p>	<p>Mark Eisenbarth, County Administrator Recommendation:</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> <i>Mark Eisenbarth</i> </p>

County of Muskegon
Union Depot Event Agreement

This Event Agreement (this “**Agreement**”) is entered into on _____, 2021, between CHILD ABUSE COUNCIL OF MUSKEGON COUNTY (the “**Licensee**”), a Michigan not-for-profit corporation in Muskegon, Michigan, and the County of Muskegon (the “**County**”), a public corporation in Muskegon, Michigan.

Background

1. The County owns and operates a facilities located at 610 W. Western Avenue, Muskegon, Michigan 49440, that is commonly referred to as the Union Depot parking lot (the “**Facility**”). The County makes the Facility available to groups and organizations to use for festivals, events, and other community gatherings (together, the “**Event**”);
2. Licensee wishes to use the **parking lot** of the Facility for an Event from July 15, 2021 to July 18, 2021 (the “**Event Period**”) during the hours of 12:00 a.m. to 11:59 p.m. each day; and The County and the Licensee wish to enter into this Agreement to set forth their rights and obligations and to allocate the costs and revenues associated with the Event.

Agreement

The parties agree to the following terms and conditions:

1. **Use of Facility.**

- a. Licensee will be permitted to use and occupy the Facility for the Event Period for the Event and activities reasonably related to the Event. The County or its affiliates may prohibit any activity that they, in their sole discretion, determine is unrelated to the Event. Licensee may enter the Facility on July 12, 2021 for set-up and must have cleaned-up and vacated the Facility by July 19, 2020.
- b. During the Event Period, overnight camping at the Facility (check one below and initial):

Overnight Camping:

By County:

By Licensee:

 X is not allowed

_____ (initial)

_____ (initial)

_____ is allowed for a total of _____ campsites

_____ (initial)

_____ (initial)

- c. If overnight camping at the Facility is allowed as indicated in paragraph 1.b, above, then in addition to any deposit, rental fee and security deposit required for the Facility by this Agreement, Licensee shall pay the County ten percent (10%) of the daily cost Licensee charges to campers for each campsite for each day during the Event Period or five dollars (\$5.00) for each campsite for each day during the Event Period, whichever is greater.
 - d. If overnight camping at the Facility is allowed as indicated in paragraph 1.b, above, it shall be subject to the following additional rules and regulations:
 - i. Campfires are prohibited at all times.
 - ii. Fireworks of any kind are prohibited.
 - iii. No music shall be allowed after 11:00 p.m. in the camping area.
2. **Duties of the Licensee.** The Licensee is responsible for all of the following at its sole expense:
- a. Permits, Approvals, and Licenses. The Licensee must obtain all required state and local permits and approvals for the Event, including a special event liquor license from the Liquor Control Commission. The Licensee must satisfy any bonding requirements for these permits, approvals, and licenses. The Licensee is solely responsible for any liability arising out its failure to obtain appropriate permits, approvals, licensing, or bonding.
 - b. Insurance. Licensee and entities/vendors within the event shall procure and maintain Workers Compensation Insurance, when required by law, General Liability Insurance on an “Occurrence Basis” with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence/aggregate, Liquor Liability Insurance required of Alcohol Vendors with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence/aggregate, and Automobile Liability Insurance, if any vehicles will be used. The County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof shall be named as an additional insured by way of endorsement on all General Liability Insurance policy(ies), Liquor Liability Insurance and Automobile Liability Insurance policy(ies), if applicable. Coverage afforded is considered primary and any other insurance the County may have in effect shall be considered secondary and/or excess. Notwithstanding, the County reserves the right to increase the required minimum liability insurance if the County determines, in its sole discretion, that the nature of the Event as well as the number of people who may attend the Event represents potential liability that could exceed the minimum coverage limits otherwise required by this subsection. The Licensee must comply with all carrier regulations and policy provisions.
 - c. Volunteers and Vendors. The Licensee will solicit, coordinate, and supervise all volunteers and vendors participating in the Event. The Licensee will require

volunteers sign a waiver releasing the County from any liability associated with the Event and advising volunteers of all of the following:

- i. Volunteering does not create an employment relationship with the Licensee.
 - ii. Volunteering at the Event may present risks related to vocational and recreational activities and related to interaction with attendees of the Event. The volunteer freely assumes all risks.
- d. Security. The Licensee must provide, at its sole expense, reasonable security during the Event. Licensee must provide to the Director of the Department of Public Works written proof of a reasonable security arrangement at least thirty (30) days prior to the start of the Event Period.
 - e. Restrooms. The Licensee must provide, at its sole expense, a sufficient number of portable restrooms for use by all Event participants and guests. At least five percent (5%) of each grouping of portable restrooms must be compliant with the Americans with Disabilities Act (ADA) and in handicap-accessible locations.
 - f. Utilities. Licensee is responsible for all utilities charges, including, but not limited to, electricity, light, heat, water, power, and telephone incurred by during use of the Facility. If the cost is not determinable by direct charge, the amount owed will be equal to the amount of the total utility charge less the average utility charge during periods of inactivity. A period of inactivity is a period which the Facility is not licensed for an event.
 - g. Electrical and Mechanical Equipment. Licensee will be responsible for reasonably securing and maintaining any electrical or mechanical equipment used to provide the necessary power to the Event; provided that the County is permitted to access such electrical or mechanical equipment at any time. Any work done on electrical equipment at the Facility must be performed by a journeyman, master electrician, or other similarly qualified persons. Licensee is responsible for any power disruptions, inadvertent activation of the sprinkler system, or other routine or emergency mechanical matters which may arise as a consequence of the Event. Should any such problems arise, it is the responsibility of Licensee, at its sole expense, to correct.
 - h. Protection of Property. Licensee will exercise reasonable due diligence in protecting the Facility at the Event. Licensee is responsible for cleaning up and restoring the Facility to the condition it was in before Event set-up, less reasonable wear and tear.
 - i. Local Workers. Licensee will use its best efforts to use contractors and contractors who are veterans of the United States Military who live or work within Muskegon County whenever possible.

3. **Representations and Warranties.**

- a. Disclaimer of Warranties. The County expressly disclaims all representations and warranties, expressed or implied, in connection with the Facility and this Agreement.
- b. Vendor Agreements. Licensee represents an agreement exists between the Licensee and each vendor that offers goods or services at the Facility during the Event. Such agreements must include the following:
 - i. Terms requiring the vendor to obtain and maintain adequate insurance and provide worker's compensation coverage for its employees;
 - ii. Representations that the vendor is an Equal Opportunity Employer; and
 - iii. Terms requiring the vendor to comply with the Facility's rules and regulations.

4. **Payments and Penalties.** The Licensee is responsible for the following payments:

- c. Reservation Fee. The fee to use the Facility is 900 dollars, or \$225 per day of the Event (the "**Reservation Fee**"). The balance of the Reservation Fee is due within thirty (30) days after the last day of the Event Period.
 - d. Deposit Fee. A non-refundable deposit fee of 225 dollars (\$225) (the "**Deposit Fee**") is due at the signing of this Agreement and is necessary to reserve the Facility for the Event Period. The Deposit Fee is payable to the Muskegon County Convention & Visitors Bureau (the "**CVB**") and is credited to the Reservation Fee. The Deposit Fee is non-refundable and will be forfeited if the Event is cancelled. If the Event is cancelled due to ongoing COVID-19 pandemic restrictions, the deposit will either be returned to the Licensee or credited to the 2022 Event.
 - e. County Employees. Licensee understands that the use of the Facility for the Event may require County employees to perform work-related duties to maintain and operate the Facility during the Event.
 - f. Payment Terms. Any amounts not paid by Licensee when due will be subject to interest charges, from the date due until paid, at a rate of one and one half percent (1.5%) per annum of the overdue amount.
5. **Non-Exclusivity.** Licensee understands this Agreement is not an exclusive agreement, and the County reserves the right to negotiate and enter into similar agreements with other organizations that provide the same or similar services as those provided by Licensee.

6. **Termination of Agreement.** If either Party is unable to perform any of its duties under this Agreement, the non-breaching Party may, upon giving written notice to the other Party, terminate this Agreement.
7. **Liability; Indemnification.** Licensee agrees to indemnify and hold harmless the County, along with County's affiliates, directors, employees, and agents, from and against any and all third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable attorney's fees and court costs, arising directly or indirectly out of Licensee's (i) negligence or willful misconduct; or (ii) material breach of any of the terms of this Agreement.
8. **No Partnership or Joint Venture.** This Agreement does not create a partnership, joint venture, or other relationship between the County and Licensee. No employee, agent, volunteer, or contractor of the Licensee is to be considered an employee, agent, or contractor of the County or its affiliates as a result of this Agreement.
9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any third party any rights, remedies, obligations, or liabilities.
10. **Modification.** This Agreement may be modified only in a writing signed by both parties.
11. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Event. No representation or statement not expressly contained in this Agreement will be binding on either party.
12. **Governing Law and Venue.** Michigan law governs this Agreement. Any dispute between the parties arising out of this Agreement or the Event must be filed in a court of competent jurisdiction in Muskegon County, Michigan.
13. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other. This Agreement is binding upon the parties and their successors and assigns.
14. **Severability.** The invalidity of any provision of this Agreement will not affect the remainder of the Agreement.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together are deemed to be one complete document.

Signatures

Licensee:

Child Abuse Council of Muskegon County

Signature

Date

Printed Name of Signatory and Title

County:

The County of Muskegon

Signature

Date

Printed Name of Signatory and Title

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