1) Call to Order

2) Roll Call

3) Approval of the Minutes of April 23, 2019

4) Public Comment (on an agenda item)

5) Items for Consideration

   CD/SP19/05 – 10 (CVB) Approve to Reclassify CVB Meetings & Conventions Sales Executive Position to Senior Sales Manager and Appoint Incumbent to Step 1; Reclassify Sports & Niche Marketing Sales Executive Position to Marketing and Operations Manager and Appoint Incumbent to Step 2 and Reclassify Administrative Marketing Coordinator Position to Digital Media and Marketing Coordinator and Appoint Incumbent to Step 1

   CD/SP19/05 – 11 (CVB) Adopt the License Agreement with Hi-Falutin’ Music for the Use of Heritage Landing for the Shoreline Jazz Festival and Authorize the Board Chair to Sign

   CD/SP19/05 – 12 (CVB) Adopt the License Agreement with the Child Abuse Council for Use of the Union Depot Grounds During Rebel Road Motorcycle Rally and Authorize the Board Chair to Sign

6) Old Business

7) New Business

8) Public Comment

9) Adjournment

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 a majority of the commission.
CALL TO ORDER

The meeting was called to order by Commissioner Nash at 3:30 p.m.

ROLL CALL

Present: Gary Foster, Marcia Hovey-Wright, Zach Lahrin, Kenneth Mahoney, Charles Nash, Robert Scolnik, L. John Snider, II, Rillastine Wilkins

Excused: Susie Hughes

Also Present: Doug Hughes, Williams Hughes, PLLC, Corporate Counsel; Mark Eisenbarth, County Administrator; Lisa Chalko, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Mahoney, supported by Commissioner Wilkins, to approve the minutes of March 19, 2019, as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CD/SP19/04 – 07 It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve the amended bylaws of the Lakeshore Museum Center Board as presented. Motion carried.
Community Development/Strategic Planning Committee
Minutes
April 23, 2019
Page 2

CD/SP19/04 – 08 It was moved by Commissioner Foster, supported by Commissioner Hovey-Wright, to adopt the License Agreement with B. Baskin Enterprises, LLC, to provide a license for the use of Heritage Landing July 3-7, 2019 for the Rockstock music festival, an Independence Day fireworks display, and a carnival, and authorize the Chairperson of the County Board to execute the agreement. [Abstain – Snider] Motion carried.

Commissioner Lahring inquired as to what charities this event would benefit as noted in the motion summary.

Mr. Bob Lukens, Community Development Director, reported No More Sidelines would be the beneficiary of this year’s event.

CD/SP19/04 – 09 It was moved by Commissioner Foster, supported by Commissioner Mahoney, to adopt the License Agreement with the City of Muskegon, to provide a license for the use of Heritage Landing July 11-13, 2019 for their “150th Anniversary Celebration” music festival, and authorize the Chairperson of the County Board to execute the agreement. Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to come before the Community Development/Strategic Planning Committee, the meeting adjourned at 3:35 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<th>COMMITTEE</th>
<th>BUDGETED</th>
<th>NON-BUDGETED</th>
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<tr>
<th>REQUESTING DEPARTMENT</th>
<th>COMMITTEE</th>
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<td>CVB</td>
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<td>5/21/19</td>
<td>Robert M. Lukens</td>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The CVB proposes to reorganize positions and job responsibilities to better reflect the needs of the department, its staff, its clients, and its tourism partners. The CVB seeks authorization to revise the job titles, responsibilities, and pay scales of certain staff members to better reflect the changing needs of the CVB and its tourism partners, due to changes in market trends, destination marketing, and the future sales and marketing needs of the convention center and group tour market.

The proposed changes are as follows:

Change the title and job responsibilities of the CVB Meetings & Conventions Sales Executive, X21201, (NX-00155, $18.859 - $24.438/hr) to Senior Sales Manager, and change the pay grade to NX-00300 ($27.093-$34.251/hr), and appoint the incumbent to Step 1. The incumbent is currently at NX-00155, Step 6, $24.438/hr.

Change the title and job responsibilities of the Sports & Niche Marketing Sales Executive, X85601, (NX-00219, $22.433-$28.393/hr) to Marketing and Operations Manager, and change the pay grade to NX-00300 ($27.093-$34.251/hr), and appoint the incumbent to Step 2, $28.393/hr. The incumbent is currently at NX-00219, Step 5, $27.093/hr.

Change the title and job responsibilities of the Administrative Marketing Coordinator, N03801, (NO-00190, $17.264 – $21.393/hr) to Digital Media and Marketing Coordinator and change the pay grade to NO-00214 ($18.214-$23.108/hr), and appoint the incumbent to Step 1. The incumbent is currently at NO-190, Step 2, $18.015/hr.

Estimated budgetary impact for the remainder of FY19 would be $4,200 and would be effective 5/27/19, and the budgetary impact for FY20 would be approximately $12,600. Increases in the CVBs co-op marketing participation and new revenue sources will absorb the increases.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve the following position related changes effective May 27, 2019:

Reclassify the CVB Meetings & Conventions Sales Executive position X21201, (pay grade NX-00155, $18.859 - $24.438/hr) to Senior Sales Manager at a pay grade of NX-00300 ($27.093-$34.251/hr), and appoint the incumbent to Step 1; reclassify the Sports & Niche Marketing Sales Executive position X85601, (pay grade NX-00219, $22.433-$28.393/hr) to Marketing and Operations Manager at a pay grade of NX-00300 ($27.093-$34.251/hr), and appoint the incumbent to Step 2, $28.393/hr.; reclassify the Administrative Marketing Coordinator position N03801, (pay grade NO-00190, $17.264 – $21.393/hr) to Digital Media and Marketing Coordinator at a pay grade of NO-00214 ($18.214-$23.108/hr), and appoint the incumbent to Step 1.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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<th>HUMAN RESOURCES ANALYSIS:</th>
<th>FINANCE &amp; MANAGEMENT ANALYSIS:</th>
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<td>Recommend Approval K. Wade</td>
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<tr>
<th>CORPORATE COUNSEL ANALYSIS:</th>
<th>ADMINISTRATOR RECOMMENDATION:</th>
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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 5/21/19 AGENDA NO.: 05/23/19/05-10 BOARD DATE: 5/23/19 PAGE NO. N/A
MUSKEGON COUNTY, MICHIGAN

CLASS TITLE
CVB MARKETING AND OPERATIONS MANAGER

DISTINGUISHING FEATURES OF THE CLASS
Responsible for planning, development and implementation of marketing functions for Visit Muskegon – The Muskegon County Convention & Visitors Bureau (CVB), to promote Muskegon County as a leisure, meetings & conventions, group tour, sports, and SMERF (social, military, educational, religious, and fraternal group) meeting and events destination. The manager also plans and executes CVB events and develops potential revenue enhancing functions, including industry and community outreach events that align with the CVBs mission to increase accommodations tax revenues and visitation to Muskegon County. Acts as project manager for special projects as assigned, and serves as staff liaison to Accommodations Tax Advisory Committee, preparing all agendas, reports, and statistical data for the committee. The Marketing and Operations Manager is expected to be an active part of the community to promote and advocate on behalf of Visit Muskegon, Muskegon County government, and the Tourism Industry locally and statewide. Attends tourism-related meetings and events throughout the state, and participates in occasional leisure and industry trade shows on behalf of Visit Muskegon and its tourism partners.

SUPERVISION RECEIVED
The CVB Marketing and Operations Manager, under the general direction of the Community Development Director, performs job duties on an independent basis subject to periodic evaluation and review.

SUPERVISION EXERCISED
Generally, none.

TYPICAL EXAMPLES OF WORK PERFORMED
(The following examples are intended to be descriptive but not restrictive.)

Marketing
Responsible for development and implementation of annual marketing plan to promote Muskegon County as a leisure, meetings & conventions, group tour, sports, and SMERF (social, military, educational, religious, and fraternal group) meeting and events destination;
Solicits and evaluates marketing opportunities, consults with external agencies on strategy, tactics, and ROI on marketing initiatives;
Effectively negotiates advertising contracts;
Works with creative agencies to develop, oversee, and filter all advertising content and images for accuracy and brand discipline. Approves final artwork and meets publication deadlines;
Manages co-operative advertising programs with countywide tourism partner businesses and organizations;
Collaborates with Digital Media and Marketing Coordinator position on creative material and copywriting to provide consistency in digital, print, radio, and television advertising;
Assists Sales department with various marketing needs as directed;
Responds to media information requests and works with staff to develop and lead media site visits and FAM (familiarization) tours of the Muskegon County area;
Collaborates with Travel Michigan (the state tourism agency) and coordinates advertising and public relations programs and requests with Travel Michigan staff;

Operations
Develops, manages and executes CVB events, including industry and community outreach events;
Advises local groups on leisure event development in Muskegon County;
Develops potential non-dues revenue programs and partnership opportunities;
Serves as staff liaison to Accommodations Tax Advisory Committee, preparing all agendas and reports for the committee;
Administers the CVBs AP/AR functions;
Coordinates Heritage Landing event scheduling and billing;
Coordinates job postings and hiring of seasonal employees for the CVB;
Occasionally attends County Board of Commissioners committee and board meeting to report on department-related activities;
Evaluates systems and coordinates purchase of the sales and media/PR Customer Relationship Management (CRM) software for use in convention center and hotel sales, and media/PR tracking and pitching. Maintains the CRM system and suggests additional add-ons to the system as the sales database grows;
Performs such other duties and responsibilities as assigned by the Community Development Director.

EXPERIENCE, TRAINING, KNOWLEDGE, SKILLS, AND ABILITIES
A. Required Experience and Training
1. Possess a Bachelor’s degree from an accredited college or university with a major in Management, Sales, Hospitality, Travel and Tourism, Public Relations, Communications, or closely related field; AND Have a minimum of three (3) years demonstrated experience in marketing and/or hospitality or tourism sales with a proven record.
2. Possess a valid Michigan driver’s license.

NOTE: Prior facility, arena, and/or CVB experience preferred.

B. Required Knowledge, Skills, and Abilities
Knowledge of the principles and practices of tourism marketing and management;
Knowledge of Microsoft Office Suite;
Highly developed organizational skills;
Ability to conduct advertising and visitor market research, maintain records, analyze data and prepare reports;
Ability to be an active participant in Travel Michigan and other statewide and national tourism-related organizations and groups;
Ability to establish and maintain effective, professional working relationships with government officials, the general public, and industry colleagues;
Ability to be creative, flexible, self-motivated, organized, and quality and service oriented;
Ability to travel extensively throughout the state and beyond;
Excellent interpersonal communication skills, including the ability to communicate effectively in oral and written formats, telemarketing communication skills, and presentation skills.

PHYSICAL ACTIVITIES
An employee in this class performs generally sedentary work activities requiring the occasional lifting of objects weighing up to fifty (50) pounds or less, including the ability to move, assemble and disassemble trade show booths and lead walking or driving tours.

ENVIRONMENTAL CONDITIONS
An employee in this class works in the CVB offices. Frequent local, regional, and state travel with occasional out-of-state travel will be required.

CAREER OPPORTUNITIES
With sufficient experience and training, an employee in this class may be considered for promotion to a higher level position within the County should a vacancy occur.

Approved by: ____________________________
Robert Lukens, Community Development Director
Date: ____________________________

Approved by: ____________________________
Kristen N. Wade, Human Resources Director

4/19
Date: ____________________________
XF
MUSKEGON COUNTY, MICHIGAN

CLASS TITLE: CVB SENIOR SALES MANAGER
(MEETINGS & CONVENTIONS and GROUP TOUR)

DISTINGUISHING FEATURES OF THE CLASS:
The CVB Senior Sales Manager, under the general direction of the Community Development Director/CVB Director, develops and directs the Meetings and Conventions and Group Tour sales function of Visit Muskegon/The Muskegon County Convention & Visitors Bureau. An employee in this class leads the sales activities targeting planners from a variety of industry sectors including the associations, government, corporate, and the SMERF (social, military, education, religious, fraternal) markets, to planners seeking bids to host internal and external meetings, trade shows, seminars, training sessions, events, conferences, and other private (or public) functions. The Senior Sales Manager is responsible for the development and population of a sales segment database within the customer relationship management (CRM) sales software. The incumbent develops the sales process, from identification of prospects and documenting detailed customer interaction, business profiles, and group history within the CRM software. They generate sales leads/RFP's for distribution to hotel, convention center, and event venue sales teams, prepare definite booking and lost business notices, and maintain accurate trace files to ensure timely contact with clients and potential clients. The Senior Sales Manager generates accurate and valid statistical sales information/data on sales accounts/clients. An employee in this class enhances the sales process through personal interaction at trade shows, direct sales calls, sales blitzes, FAM tours, site inspections and trade marketplaces as assigned. The position involves coordination of services for booked events with CVB personnel, and performs other related duties as assigned.

SUPERVISION RECEIVED:
The CVB Senior Sales Manager reports to the Community Development Director/CVB Director and performs job duties on an independent basis, subject to periodic evaluation and review.

SUPERVISION EXERCISED:
The CVB Senior Sales Manager will have some responsibility for direct supervision, providing guidance, direction, and training to future CVB sales executives and other CVB staff.

TYPICAL EXAMPLES OF WORK PERFORMED:
(The following examples are intended to be descriptive but not restrictive.)

Solicits by telephone, letter, email/internet and personal sales calls, state, regional and national planners of meetings, seminars and training sessions, conferences, trade shows, events, and groups in a variety of markets;
Assists in the development of an annual plan of work for the sales department, including developing goals, strategies, and tactics to achieve sales objectives;
Develops and populates the CVBs Customer Relationship Management (CRM) software system to include monitoring of all accounts, tracking all accounts for review, screening new accounts and entering new prospects;
Evaluate and report on event performances including room nights utilized by the group;
Organizes and expedites flow of data through the CRM that contributes to a seamless communication system for CVB, hotel, and partners;
Ensure that the CVB is maximizing its direct marketing messages with PR, tradeshows, sales missions, email, social media, and publications targeting planners;
Assists in design and implementation of direct mail/email campaigns targeting various industry sectors;
Communicates effectively in written and oral form to a diverse audience in order to prepare and present proposals representing the areas hotel and meeting venue amenities; Represents the CVB with appropriate industry groups to generate interest in the region as a viable meetings/conventions and group tour destination; Develops group tour and “after hours” itineraries for planner consideration; Assists in planning, coordination, and implementation of special cooperative sales programs or other related activities to creatively profile Muskegon County as a meetings/convention and group tour destination; Collects group information from area hotels and meeting facilities including (but not limited to) facility capabilities, room blocks, meeting and food service space availability, and rate information; Serves as the organizer and liaison of quarterly hotel sales meetings; Works with CVB staff to insure the delivery of appropriate and/or requested services and support for definite events; Ability to be an active participant in Travel Michigan sales and niche market groups; Assists in research and development of new lodging properties, conference and/or convention spaces, and attractions in Muskegon County; Prepare reports and statistical information to evaluate and communicate sales activities for weekly, monthly and annual reports; Performs other work-related duties as assigned.

**EXPERIENCE, TRAINING, KNOWLEDGES, SKILLS AND ABILITIES**

A. Required Experience and Training
   1. Possess a Bachelor's Degree from an accredited college or university with a major in Marketing, Sales, Tourism, Hospitality, Public Relations, Communications, or closely related field; AND have at least three (3) years of related experience including hotel sales experience as a Sales Executive or Sales Manager; OR
   2. Possess an Associate's Degree from an accredited college or university with a major in Marketing, Sales, Tourism, Public Relations, Communications or closely related field; AND Have at least five (5) years of related experience including hotel sales experience as a Sales Executive or Sales Manager.

*NOTE: Hotel sales experience required. Professional development training desirable beyond formal education and professional affiliations with industry associations desired.*

B. Required Knowledge, Skills and Abilities
   Knowledge of the principles and practices of sales strategies and tactics; Ability to demonstrate a proven sales record; Sales-assertive personality with personal integrity and refined people-oriented skills, including networking ability; Ability to recognize and understand meetings/convention, group tour, SMERF, and leisure visitor markets; Knowledge of Microsoft Office Suite and CRM software; Ability to conduct market research; maintain records, analyze data and prepare reports; Ability to be an active participant in Travel Michigan sales and niche market groups; Ability to establish and maintain effective, professional working relationships with government officials, the public and industry colleagues; Ability to be creative, flexible, self-motivated, organized, and quality and service oriented; Effective interpersonal communication skills, including the ability to communicate effectively in oral and written formats; Willingness to travel within the State of Michigan and occasionally to other states for trade shows and conferences.
PHYSICAL ACTIVITIES
An employee in this class of work performs generally sedentary work activities requiring the occasional lifting of objects weighing twenty-five (25) pounds or less. This position will require telemarketing communication skills (dialing a telephone, clear and precise oral communications); dexterity in the hands for computer operations; move exhibit cases, and assemble and disassemble trade show booths; extensive travel (airline, car, and/or motorcoach); develop and deliver oral presentations before groups (e.g., client groups) on behalf of the CVB (note: usually in competition with other groups making similar presentations at the same time); lead clients on walking or driving tours of hotels, meeting and exhibition facilities, and attractions.

ENVIRONMENTAL CONDITIONS
An employee in this class generally works in the CYB offices, although extensive travel to other areas throughout the State and further will be required.

CAREER OPPORTUNITIES
Opportunities for advancement within this field are limited with the County. However, with sufficient experience and training, this employee may be considered for promotion to higher level professional positions within the County should a vacancy occur.

Approved by: __________________________________________
Robert Lukens, Community Development Director

Date: __________________________________________

Approved by: __________________________________
Kristen N. Wade, Human Resources Director

Date: __________________________________________
MUSKEGON COUNTY, MICHIGAN

CLASS TITLE  DIGITAL MEDIA AND MARKETING COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS
The Digital Media and Marketing Coordinator, under direction of the Community Development Director is responsible for coordinating the Convention and Visitors Bureau (CVB) digital marketing, social media outreach, and other marketing activities and advertising functions. This position’s functions include website and social media content development, photography, videography, public outreach, and some collateral and digital design work. An employee in this class may also perform other duties as required.

SUPERVISION RECEIVED
Under the general direction of the Community Development Director, the Digital Media and Marketing Coordinator’s job duties on an independent basis subject to regular evaluation and review.

SUPERVISION EXERCISED
The Digital Media and Marketing Coordinator is responsible for training, monitoring and scheduling of all hourly and seasonal clerical personnel.

TYPICAL EXAMPLES OF WORK PERFORMED
(The following examples are intended to be descriptive but not restrictive)

The Digital Media and Marketing Coordinator builds and maintains the “Visit Muskegon” CVB brand across social media platforms: increasing engagement, acquiring followers, conducting promotions, managing paid advertisements, etc. The position oversees day-to-day social media: basic community and content management, including managing posts/status updates, fostering dialogue, answering questions or comments, and acting as primary communicator with followers on social media platforms such as Facebook, Twitter, Instagram, Pinterest and LinkedIn.
Maintains, updates, and provides content (written, photographic, video) for the CVBs various social media channels;
Ensures that all social communication adheres to the CVBs voice and tone guidelines;
Content development: identifies news and other story angles; writes engaging and creative topics for editorial, radio and media calendars, and other social media efforts;
Stays up-to-date on current technologies and emerging trends in social media, design tools and applications, and activities and events occurring in Muskegon County;
Analyzes key metrics through use of third-party software and manual methods to monitor social media;
Creates reports based on findings and adjust strategy as needed;
Creative, technical, and PR writing, including media materials, creative blog posts, event and cultural commentary;
Works with creative services to maintain look and feel of the CVBs brand on website, editorial and digital communications;
Act as the CVBs representative for radio and television spots and promotions;
Media relations: creates and maintains media and influencer lists; writes media materials;
Creation and management of social media assets, including photography and video content for relevant posting, social storytelling, and the CVBs media library;
Compiles statistics, analyzes and tracks social media metrics and paid advertising, and adjusts accounts accordingly to maximize benefits and impact of the CVBs social media efforts;
Places advertisements in various social media and website platforms;
Prepares a social media advertising budget;
Provides customer service through various mediums and directly to the public by answering inquiries; Occasionally attends leisure trade shows, marketing seminars, and other statewide tourism events and meetings; Operates a variety of office equipment including but not limited to personal computers and related hardware/software, calculators, copy machines, fax machines and electronic recording equipment; Oversees internal and seasonal/temporary Visitor Center Travel Aides. Coordinates and prepares work schedules and projects for staff; Performs other related duties as required.

EXPERIENCE, TRAINING, KNOWLEDGE, SKILLS AND ABILITIES

A. REQUIRED EXPERIENCE AND TRAINING
   1. Possess an Associate’s Degree in a business program from an accredited university, college or business school;
      OR;
      Be a high school graduate or have successfully completed the General Education Development Test, AND have a minimum of four (4) years recent, professional, increasingly responsible social media experience;
   2. Have the ability to type/keyboard at a rate of 40 corrected words per minute.

B. REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES
   Considerable knowledge of area points of interest, lodging facilities, attractions and events as well as office functions;
   Knowledge of general office procedures;
   Ability to make routine decisions in accordance with established County policies and procedures;
   Ability to establish and maintain effective working relationships with the general public, outside agencies, other departments, and fellow employees;
   Ability to supervise work performance by hourly and seasonal clerical personnel;
   Ability to operate a variety of office equipment but not limited to personal computers and related hardware/software, calculators, copy machines, fax machines and electronic recording equipment;
   Ability to project a positive, pleasant image in dealing with the public and answering inquiries;
   Ability to maintain accurate records;
   Ability to follow written and verbal instructions.

PHYSICAL ACTIVITIES
An employee in this class performs generally sedentary work activity requiring the occasional lifting of objects weighing thirty-five (35) pounds or less.

ENVIRONMENTAL CONDITIONS
An employee in this class generally works in a climate-controlled environment in the offices of the CVB. There are times that this employee will be working outside for special events and community activities.

CAREER OPPORTUNITIES
With sufficient experience, education and training, an employee in this class may be considered for promotion to a higher level administrative position with the County should a vacancy occur.
Approved by

Robert Lukens, Community Development Director

Date

Approved by

Kristen N. Wade, Human Resources Director

Date
Hi-Falutin' Music proposes to rent Heritage Landing for the fifth annual Shoreline Jazz Festival at Heritage Landing on August 24-25, 2018.

The two-day event, organized by Detroit-area musician and Hi-Falutin' Music president Alexander Zonjic, will bring some of the top names in contemporary Jazz to Muskegon County, adding to Heritage Landing's late summer schedule. A portion of the proceeds benefit No More Sidelines.

The County of Muskegon has received the required $5,000 Heritage Landing rental fee and $1,000 Maintenance Security Deposit. Before site work on the event begins, the organizer will produce proof of Liability Insurance of $1 million, naming the County of Muskegon as Additional Insured.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve the license agreement between the County of Muskegon and Hi-Falutin' Music to provide a license for the use of Heritage Landing for the Shoreline Jazz Festival, August 24-25, 2019, and to authorize the Chairperson of the County Board to execute the agreement.
LICENSE AGREEMENT
BETWEEN
THE COUNTY OF MUSKEGON
AND
HI-FALTIUN’ MUSIC
FOR HERITAGE LANDING FESTIVAL USE FOR 2019

THIS AGREEMENT, entered into this 13th day of May, 2019, by and between the County of Muskegon, a public corporation with an address of 990 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to either as “COUNTY” or “LICENSOR” and HI-FALTIUN’ MUSIC, whose address is 422 W. Congress, Suite 303, Detroit, MI 48226, hereinafter referred to as “LICENSEE” for use of Heritage Landing for the “Festival Event” of 2019.

RECVITALS

A. WHEREAS, COUNTY owns and operates a facility, commonly referred to as Heritage Landing, hereinafter referred to as “Facility”, situated within the City of Muskegon; and,

B. WHEREAS, COUNTY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and

C. WHEREAS, LICENSEE, as above identified, has requested special authorization from the COUNTY to use facility for staging of a Festival Event, and the COUNTY, through its Board of County Commissioners, is desirous of permitting and authorizing such activity in accordance with the terms and conditions herein contained;
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

SECTION 1 - LICENSE TO USE HERITAGE LANDING

In consideration of the covenants herein contained, the COUNTY hereby grants to LICENSEE the right and privilege to conduct and stage certain Festival Event activities at the Facility.

SECTION 2 - USE OF PROPERTY

LICENSEE shall be permitted to use and occupy facility for those activities reasonably relating to the conducting of the Festival Event during calendar year 2019 on dates specified in Section 3 below. In concurrence with the County Administrator, the Community Development Director may prohibit any activity that they determine is not reasonably related to the conducting of the Festival Event.

SECTION 3 - PERIOD OF USE

LICENSEE shall hold the Festival Event from 7:00 a.m. on Saturday, August 24, 2019 to 11:00 p.m. on Sunday, August 25, 2019. LICENSEE is authorized to have use of the Facility three (3) days before the Festival Event for set-up and two (2) days after the Festival Event for clean-up. LICENSEE must obtain prior written approval from Convention & Visitors Bureau Director in the event that the LICENSEE shall require additional days for set-up or clean-up.

SECTION 4 – RESERVATION FEE

LICENSEE shall pay a non-refundable reservation fee of Twenty-Five Hundred Dollars ($2,500.00) per event day, totalling Five Thousand Dollars ($5,000) to the Convention & Visitors Bureau. No reservation will be valid until the reservation fee is received. The
reservation fee will be forfeited if the event is canceled.

SECTION 5 – COMPENSATION/RENT

There shall be no compensation or rent paid, with the exception as provided in Section 15, by LICENSEE, inasmuch as the COUNTY has determined, through its Board of Commissioners, that this use of property is within the public interest and consistent for the purpose for which the park is dedicated.

SECTION 6 - UTILITIES

LICENSEE shall pay all charges for all utilities, including but not limited to electricity, light, heat, water, power and telephone rendered or supplied upon or in connection with the LICENSEE’s use of said facility. Said cost, to the extent not determinable by direct charge computation, shall be determined to equal amount of utility charge in excess of that average charge imposed for a comparable period, to be determined by the Community Development Director. Provided, however, any and all special hook-ups or support facilities required by LICENSEE for its event shall be solely the responsibility of the LICENSEE to pay.

SECTION 7 – RESTROOMS

LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Festival Event. LICENSEE shall provide a sufficient number of portable restrooms for use by all LICENSEE participants and guests as well as users of the facility.

SECTION 8 - ACCEPTANCE OF PROPERTY AS-IS

LICENSEE accepts the buildings, improvements and any equipment in or on the facility in their existing conditions. No representation, statement or warranty either express or implied, has been made by or on behalf of COUNTY as to said condition, as to the use that may be made
of such property, except as may be expressly limited herein by way of restriction. In no event shall COUNTY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the COUNTY.

SECTION 9 - MAINTENANCE/SET-UP/CLEAN-UP

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Festival Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition thereto, LICENSEE affirmatively covenants to restore the facility fully to its “pre-event” condition, usual wear and tear excepted, at the completion of Festival Event activities.

LICENSEE shall pay the COUNTY the sum of One-Thousand Dollars ($1,000.00) in a refundable security damage deposit. During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the findings of the post-even inspection, shall be deducted from the security deposit. The balance of the security deposit will then be returned to the LICENSEE within thirty (30) days, after the last day of the event. If there are no damages, repairs required, or missing property following the event, and the event surcharge is paid in full, the entire security deposit will be returned within
thirty (30) days. If the cost necessary to remedy the post inspection exceeds the deposit, LICENSEE will be billed the difference.

SECTION 10 - COMPLIANCE WITH LAW

LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Community Development Director, in concurrence with the County Administrator, as above identified.

SECTION 11 - LICENSEE AUTHORIZATION/OBLIGATION TO RESTRICT USE OF PARK PROPERTY AND ALCOHOL USE

LICENSEE is authorized to dispense alcohol only in accordance with State and local laws.

SECTION 12 – SECURITY MANAGEMENT

LICENSEE shall make suitable arrangements for providing reasonable security personnel during the period of the Festival Event. LICENSEE shall provide satisfactory written proof of same to the Community Development Director prior to the Festival Event. LICENSEE shall be responsible for management of facilities and property the during period of the License.

SECTION 13 – INSURANCE AND INDEMNITY

LICENSEE shall, at its own expense, provide and keep in force, general public liability insurance protecting the LICENSEE and COUNTY from all claims of damage to persons or property or for loss of life or of property, occurring on, in or about the facility, during the period of Festival Event, and with respect to preparatory and clean-up activities occurring in connection
with same. LICENSEE shall maintain comprehensive general liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and name COUNTY as additional insured; copies and certificates of coverage naming the COUNTY as an additional insured, shall be provided to the Community Development Director at the time of reservation.

LICENSEE agrees to indemnify and hold COUNTY harmless as against all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third party complaint as brought by Festival Event patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind, except for the acts and omissions of the employees, representatives, and agents of the COUNTY. The County agrees to indemnify and hold LICENSEE harmless as against any claims, liabilities, costs or expenses that are caused by employees, representatives, and agents of the COUNTY.

LICENSEE shall furthermore, and at its own expense, keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by COUNTY, provided that such are insurable assets and hazards commonly insured against with respect to similar premises and uses. LICENSEE shall provide insurance required by state and local law.

SECTION 14 – LICENSEE’S OBLIGATION REGARDING HERITAGE LANDING MECHANICAL EQUIPMENT

LICENSEE agrees that it will provide approved padlocks for any electrical panels that it requires in order to provide the necessary power for its event. LICENSEE further represents that in the event that work is performed on any of the electrical or mechanical equipment at the Facility that it will be only be performed by a journeyman or master electrician or others with the same level of qualification. A copy of the license of said journeyman or master electrician shall be presented to the COUNTY before any electrical work for the festival event begins at the
During the Festival Event, any problems that arise with power disruption, inadvertent activation of the sprinkler system or other routine or emergency mechanical matters which arise as a consequence of LICENSEE’S event, will be LICENSEE’S responsibility to correct. LICENSEE will be expected to provide necessary and qualified personnel. It is understood that should any of these problems arise, any cost incurred to correct them will be the responsibility of LICENSEE unless deemed caused by acts of God, as that phrase is commonly understood, and not a consequence of LICENSEE’S event.

SECTION 15 - OBLIGATIONS AND REPRESENTATIONS IN REGARD TO CONTRACT CONTRACTEES AND VENDEES

LICENSEE represents, and agrees to provide evidence upon request, of satisfactory agreements existing between LICENSEE and all Contractees/Vendees offering services for goods at the facility during the period of Festival Event. Such contracts of agreement shall include, with respect to all contracted vendee offerings, at a minimum, the following:

A. Requirement that Contractee/Vendee maintain adequate insurance and provide workers' compensation coverage for any of its employees;

B. Contractee/Vendee shall be an Equal Opportunity Employer;

C. Contractee/Vendee shall maintain adequate levels of liability and casualty insurance, to be determined adequate in the reasonable exercise of judgment of Festival Event;

D. Contractee/Vendee shall comply with all rules and regulations appurtenant to use of park and facilities.

E. LICENSEE shall exercise best efforts to engage local contractors and local veteran contractors.
SECTION 16 - EVENT PARKING

Convention and Visitors Bureau (CVB) and Carpenter Facility properties will be available to Festival Event for parking. Festival will be responsible for access and control of parking. Parking spaces shall be available for visitors to the CVB. In exchange for this license, LICENSEE will charge a minimum of Five Dollars ($5.00) per vehicle per day. Provided, however, that the LICENSEE will pay to the COUNTY fifty (50%) percent of all fees collected regardless of the rate charged within sixty (60) days from the close of the event.

SECTION 17 - COUNTY EMPLOYEES

It is understood that during the course of the Festival Event, County employees may be used as necessary to ensure that the Facility and its related structures are properly operated and maintained. It is also understood that when County employees are engaged in connection with this Festival that the licensee shall be responsible for any cost incurred by the County, including wages, fringe benefits and overtime pay, as applicable. These amounts will be invoiced to the licensee within 30 days following the Festival Event.

SECTION 18 - RELATIONSHIP BETWEEN COUNTY AND LICENSEE

It is understood that the relationship created by this Agreement between the County of Muskegon and the Festival Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership or a cooperative arrangement in any sense. Nothing in this Agreement shall be construed so as to give rise to an agency relationship as between COUNTY and LICENSEE. Nothing in this Agreement shall be construed so as to give rise to an arrangement other than authorization by COUNTY for LICENSEE to use property in accordance with the terms and conditions as herein set forth. It is further understood that the conduct of the Festival Event shall be the exclusive responsibility of the LICENSEE.
SECTION 19 - MICHIGAN LAW

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

SECTION 20 - TERMS AND CONDITIONS

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

SECTION 21 – ASSIGNMENT

LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. This Agreement is personal between the parties hereto and may not be assigned without written permission of the non-transferring party.

SECTION 22 - NONEXCLUSIVE AGREEMENT

LICENSEE understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by LICENSEE as the COUNTY desires.

SECTION 23 - ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered,
amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

SECTION 24 - NO THIRD-PARTY BENEFICIARY

No person dealing with the COUNTY or LICENSEE shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the COUNTY or the LICENSEE and any staff, visitors, residents, or other individuals who may have business through the COUNTY.

SECTION 25 – SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 26 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

SECTION 27 – AUTHORITY

All parties to this Agreement warrant and represent that they have the power and
authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, LICENSEE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which LICENSEE is obligated, which breach would have a material effect there on.

IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

LICENSEE:
Hi Falutin’ Music

By: Alexander Zonjie
Its: President

Dated: ______________________________

LICENSEOR:
County of Muskegon

By: Susie Hughes
Chairperson, Muskegon County Board of Commissioners

Dated: ______________________________
By: Alexander Zojic
Its: President
Board

By: Susie Hughes
Chairperson, Muskegon County
of Commissioners

Dated: ____________________________
Dated: ____________________________
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<thead>
<tr>
<th>COMMITTEE DEVELOPMENT/STRATEGIC PLANNING</th>
<th>BUDGETED</th>
<th>NON-BUDGETED</th>
<th>PARTIALLY BUDGETED</th>
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<td>COMMUNITY DEVELOPMENT – CVB</td>
<td>5/21/19</td>
<td>ROBERT M. LUKENS</td>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Rebel Road motorcycle rally in downtown Muskegon is scheduled for a five-day run July 17-21, 2019. Proceeds from the event benefit the Child Abuse Council of Muskegon County, which proposes a license agreement to rent the easterly grounds of the County-owned Union Depot to erect an entertainment and beverage tent that will be operational only on Friday and Saturday, July 19 & 20, 2019, from 11:00 a.m. to 11:59 p.m. on those days, per the City of Muskegon’s requirements.

The license agreement stipulates that a $1,500 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.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to adopt the license agreement with the Child Abuse Council of Muskegon County for use of the Union Depot grounds for a beverage and entertainment tent July 17-21, 2019, during the Rebel Road motorcycle rally and to authorize the Chairperson of the County Board to execute the agreement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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<th>HUMAN RESOURCES ANALYSIS:</th>
<th>FINANCE &amp; MANAGEMENT ANALYSIS:</th>
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<th>CORPORATE COUNSEL ANALYSIS:</th>
<th>ADMINISTRATOR RECOMMENDATION:</th>
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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

Date

AGENDA DATE: 5/21/19  AGENDA NO.: 05/05/19  BOARD DATE: 5/23/19  PAGE NO. 20
LICENSE AGREEMENT

BETWEEN

THE COUNTY OF MUSKEGON

AND

THE CHILD ABUSE COUNCIL OF MUSKEGON COUNTY

FOR UNION DEPOT/CVB GROUNDS FESTIVAL USE FOR 2019

THIS AGREEMENT, entered into this 13 day of May, 2019, by and between the County of Muskegon, a public corporation with an address of 990 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to either as “COUNTY” or “LICENSOR” and THE CHILD ABUSE COUNCIL OF MUSKEGON COUNTY, a not-for-profit corporation, whose address is 1781 Peck Street, Muskegon, MI 49441, hereinafter referred to as “LICENSEE” for use of the Union Depot grounds, 610 W. Western Avenue, Muskegon, MI 49440, for the “Festival Event” of 2019.

RECATALS

A. WHEREAS, COUNTY owns and operates a facility, commonly referred to as the Union Depot/Convention & Visitors Bureau (CVB), hereinafter referred to as “Facility”, situated within the City of Muskegon; and,

B. WHEREAS, COUNTY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and

C. WHEREAS, LICENSEE, as above identified, has requested special authorization from the COUNTY to use facility for staging of a Festival Event, and the COUNTY, through its Board of County Commissioners, is desirous of permitting and authorizing such activity in
accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

SECTION 1 - LICENSE TO USE THE UNION DEPOT/CVB

In consideration of the covenants herein contained, the COUNTY hereby grants to LICENSEE the right and privilege to conduct and stage certain Festival Event activities at the Facility.

SECTION 2 - USE OF PROPERTY

LICENSEE shall be permitted to use and occupy facility for those activities reasonably relating to the conducting of the Festival Event during calendar year 2019 on dates specified in Section 3 below. In concurrence with the County Administrator, the Muskegon County Convention & Visitors Bureau (CVB) may prohibit any activity that they determine is not reasonably related to the conducting of the Festival Event.

SECTION 3 - PERIOD OF USE

LICENSEE shall hold the Festival Event from 7:00 a.m. on July 17, 2019 to 11:00 p.m. on July 21, 2019. LICENSEE is authorized to have use of the Facility three (3) days before the Festival Event for set-up and two (2) days after the Festival Event for tear-down and clean-up. LICENSEE must obtain prior written approval from the CVB Director in the event that the LICENSEE shall require additional days for set-up or clean-up.

SECTION 4 – RENTAL FEE

LICENSEE shall pay a non-refundable rental fee of Fifteen Hundred Dollars ($1,500.00) to the CVB for Union Depot use for the festival event, and payment of said rental fee shall be
due and payable at the time of the reservation. No reservation will be valid until the rental fee is received. The rental fee will be forfeited if the event is canceled.

**SECTION 5 – COMPENSATION/RENT**

There shall be no compensation or rent paid, with the exception as provided in Section 15, by LICENSEE, inasmuch as the COUNTY has determined, through its Board of Commissioners, that this use of property is within the public interest and consistent for the purpose for which the facility is dedicated.

**SECTION 6 - UTILITIES**

LICENSEE shall pay all charges for all utilities, including but not limited to electricity, light, heat, water, power and telephone rendered or supplied upon or in connection with the LICENSEE’s use of said facility. Said cost, to the extent not determinable by direct charge computation, shall be determined to equal amount of utility charge in excess of that average charge imposed for a comparable period, to be determined by the CVB Director. Provided, however, any and all special hook-ups or support facilities required by LICENSEE for its event shall be solely the responsibility of the LICENSEE to pay.

**SECTION 7 – RESTROOMS**

LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Festival Event. LICENSEE shall provide a sufficient number of portable restrooms for use by all LICENSEE participants and guests as well as users of the facility.

**SECTION 8 - ACCEPTANCE OF PROPERTY AS-IS**

LICENSEE accepts the buildings, improvements and any equipment in or on the facility in their existing conditions. No representation, statement or warranty either express or implied,
has been made by or on behalf of COUNTY as to said condition, as to the use that may be made of such property, except as may be expressly limited herein by way of restriction. In no event shall COUNTY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the COUNTY.

SECTION 9 - MAINTENANCE/SET-UP/CLEAN-UP

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Festival Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition thereto, LICENSEE affirmatively covenants to restore the facility fully to its “pre-event” condition, usual wear and tear excepted, at the completion of Festival Event activities.

LICENSEE shall pay the COUNTY the sum of One-Thousand Dollars ($1,000.00) in a refundable security damage deposit. During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the findings of the post-even inspection, shall be deducted from the security deposit. The balance of the security deposit will then be returned to the LICENSEE within thirty (30) days, after the last day of the event. If there are no damages, repairs required, or missing property following the
event, and the event surcharge is paid in full, the entire security deposit will be returned within thirty (30) days. If the cost necessary to remedy the post inspection exceeds the deposit, LICENSEE will be billed the difference.

SECTION 10 - COMPLIANCE WITH LAW

LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or Local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Director of the DPW, in concurrence with the County Administrator, as above identified.

SECTION 11 - LICENSEE AUTHORIZATION/OBLIGATION TO RESTRICT USE OF PARK PROPERTY AND ALCOHOL USE

LICENSEE is authorized to dispense alcohol only in accordance with State and local laws.

SECTION 12 – SECURITY MANAGEMENT

LICENSEE shall make suitable arrangements for providing reasonable security personnel during the period of the Festival Event. LICENSEE shall provide satisfactory written proof of same to the Convention & Visitors Bureau Director prior to the Festival Event. LICENSEE shall be responsible for management of facilities and property the during period of the License.

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LICENSEE shall, at its own expense, provide and keep in force, general public liability insurance protecting the LICENSEE and COUNTY from all claims of damage to persons or property or for loss of life or of property, occurring on, in or about the facility, during the period
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LICENSEE agrees to indemnify and hold COUNTY harmless as against all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third party complaint as brought by Festival Event patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind, except for the acts and omissions of the employees, representatives, and agents of the COUNTY. The County agrees to indemnify and hold LICENSEE harmless as against any claims, liabilities, costs or expenses that are caused by employees, representatives, and agents of the COUNTY.

LICENSEE shall furthermore, and at its own expense, keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by COUNTY, provided that such are insurable assets and hazards commonly insured against with respect to similar premises and uses. LICENSEE shall provide insurance required by state and local law.

SECTION 14 – LICENSEE’S OBLIGATION REGARDING THE UNION DEPOT’S MECHANICAL EQUIPMENT

LICENSEE agrees that it will provide approved padlocks for any electrical panels that it requires in order to provide the necessary power for its event. LICENSEE further represents that in the event that work is performed on any of the electrical or mechanical equipment at the Facility that it will be only be performed by a journeyman or master electrician or others with the
same level of qualification. A copy of the license of said journeyman or master electrician shall be presented to the COUNTY before any electrical work for the festival event begins at the Facility.

During the Festival Event, any problems that arise with power disruption, inadvertent activation of the sprinkler system or other routine or emergency mechanical matters which arise as a consequence of LICENSEE’S event, will be LICENSEE’S responsibility to correct. LICENSEE will be expected to provide necessary and qualified personnel. It is understood that should any of these problems arise, any cost incurred to correct them will be the responsibility of LICENSEE unless deemed caused by acts of God, as that phrase is commonly understood, and not a consequence of LICENSEE’S event.

**SECTION 15 - OBLIGATIONS AND REPRESENTATIONS IN REGARD TO CONTRACT CONTRACTEES AND VENDEES**

LICENSEE represents, and agrees to provide evidence upon request, of satisfactory agreements existing between LICENSEE and all Contractees/Vendees offering services for goods at the facility during the period of Festival Event. Such contracts of agreement shall include, with respect to all contracted vendee offerings, at a minimum, the following:

A. Requirement that Contractee/Vendee maintain adequate insurance and provide workers’ compensation coverage for any of its employees;

B. Contractee/Vendee shall be an Equal Opportunity Employer;

C. Contractee/Vendee shall maintain adequate levels of liability and casualty insurance, to be determined adequate in the reasonable exercise of judgment of Festival Event;

D. Contractee/Vendee shall comply with all rules and regulations appurtenant to use of park and facilities.
E. LICENSEE shall exercise best efforts to engage local contractors and local veteran contractors.

SECTION 16 – COUNTY EMPLOYEES

It is understood that during the course of the Festival Event, County employees may be used as necessary to ensure that the Facility and its related structures are properly operated and maintained. It is also understood that when County employees are engaged in connection with this Festival that the licensee shall be responsible for any cost incurred by the County, including wages, fringe benefits and overtime pay, as applicable. These amounts will be invoiced to the licensee within 30 days following the Festival Event.

SECTION 17 - RELATIONSHIP BETWEEN COUNTY AND LICENSEE

It is understood that the relationship created by this Agreement between the County of Muskegon and the Festival Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership or a cooperative arrangement in any sense. Nothing in this Agreement shall be construed so as to give rise to an agency relationship as between COUNTY and LICENSEE. Nothing in this Agreement shall be construed so as to give rise to an arrangement other than authorization by COUNTY for LICENSEE to use property in accordance with the terms and conditions as herein set forth. It is further understood that the conduct of the Festival Event shall be the exclusive responsibility of the LICENSEE.

SECTION 18 - MICHIGAN LAW

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.
SECTION 19 - TERMS AND CONDITIONS

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

SECTION 20 - ASSIGNMENT

LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. This Agreement is personal between the parties hereto and may not be assigned without written permission of the non-transferring party.

SECTION 21 - NONEXCLUSIVE AGREEMENT

LICENSEE understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by LICENSEE as the COUNTY desires.

SECTION 22 - ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.
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No person dealing with the COUNTY or LICENSEE shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the COUNTY or the LICENSEE and any staff, visitors, residents, or other individuals who may have business through the COUNTY.

SECTION 24 – SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 25 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

SECTION 26 – AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with.
Furthermore, by entering into this Agreement, LICENSEE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which LICENSEE is obligated, which breach would have a material effect thereon.

IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

LICENSEE:
The Child Abuse Council
of Muskegon County

By: Kyleen Gee
Its: Executive Director

Dated: May 13, 2019

LICENSOR:
County of Muskegon

By: Susie Hughes
Chairperson, Muskegon County Board
of Commissioners

Dated: ________________