

**FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN
GENESEE COUNTY
AND
GENESEE COUNTY AGRICULTURAL SOCIETY**

This Funding Agreement and Memorandum of Understanding ("Agreement and MOU") is entered into between the County of Genesee, Michigan, 1101 Beach Street, Flint, Michigan 48502 ("County"), and the Genesee County Agricultural Society, 2188 West Mount Morris Road, Mount Morris, Michigan 48458 ("Agricultural Society") (together, the "Parties").

WHEREAS, the County wishes to promote and encourage tourism and convention business within the County; and

WHEREAS, the Agricultural Society hosts and operates the Genesee County Fair, which draws many visitors into Genesee County, and it is to the mutual advantage of both the County and the Agricultural Society to promote the Fair's activities.

NOW THEREFORE, the Parties do mutually agree as follows:

1. The services to be rendered by the Agricultural Society for the benefit of the County under this Agreement and MOU include the promotion and encouragement of tourism associated with the Genesee County Fair.
2. Payment by the County to the Agricultural Society to provide the aforementioned services shall be an annual lump-sum payment of \$40,000.00 to be paid April 1, 2025.
3. The Agricultural Society agrees that the County Chief Financial Officer may, at any time, request a report from the Agricultural Society specifying how the funds are being spent or committed. The Agricultural Society agrees to submit a full report concerning the expenditures of sums paid pursuant to this Agreement and MOU, said report to be filed with the Office of the Genesee County Board of Commissioners no later than September 30, 2025.
4. It is expressly understood and agreed by the County and Agricultural Society that said funds shall be used solely for the services called for in this Agreement and MOU and solely for uses allowed by the Genesee County Accommodation Ordinance and state law. In the event that the Agricultural Society is found to have misused said funds, the Agricultural Society agrees to repay the amount of the misused funds to the County.

Genesee County reserves the right to withhold any future disbursements to recoup any misused funds.

- 5. It is agreed that the County, through its Chief Financial Officer, may have access to the books and accounts of the Agricultural Society at all times.
- 6. In consideration of the County providing this funding related to the promotion of the Genesee County Fair, the Agricultural Society agrees to prominently display the Genesee County logo in all its advertisements concerning the Genesee County Fair, including the language, “*Funded in partnership with Genesee County.*”
- 7. The Agricultural Society hereby agrees that it will at all times indemnify, defend, and hold the County harmless from and against every claim, demand, liability, loss damage, cost, charge, counsel fee, expense, suit, order, judgment and adjudication whatsoever hereafter the County in consequence of any act or omission by the Agricultural Society in the performance of this contract and the Agricultural Society will provide the County with proof of insurance to meet same before the County shall be required to make payment.
- 8. The term of this Agreement and MOU commences April 1, 2025, through September 30, 2025.

GENESEE COUNTY
AGRICULTURAL SOCIETY

GENESEE COUNTY

By:
Its:

By: Delrico J. Loyd
Its: Chairman, Board of Commissioners

Dated: _____

Dated: _____

