

**FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN
GENESEE COUNTY
AND
THE SALVATION ARMY – LIFE CENTER**

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 Salvation Army Life Center, 1475 North Coldwater Road, Flint, Michigan 48505 (“Salvation Army”) (together, the “Parties”).

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

WHEREAS, the Salvation Army will be hosting the two-day Gus Macker 3-on-3 basketball tournament in Flint, which is expected to draw up to 200 teams from around the surrounding areas, and it is to the mutual advantage of both the County and the Salvation Army to promote this basketball tournament.

NOW THEREFORE, the Parties do mutually agree as follows:

1. The services to be rendered by the Salvation Army for the benefit of the County under this Agreement and MOU include the promotion and encouragement of tourism associated with the Gus Macker basketball tournament.
2. Payment by the County to the Salvation Army to provide the aforementioned services shall be a lump-sum payment of \$15,000.00 to be paid on or after June 19, 2025.
3. The Salvation Army agrees that the County Chief Financial Officer may, at any time, request a report from the Salvation Army specifying how the funds are being spent or committed. The Salvation Army 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 the Salvation Army 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 Salvation Army is found to have misused said funds, the Salvation Army 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 Salvation Army at all times.
6. In consideration of the County providing this funding related to the promotion of the international soccer match, the Salvation Army agrees to prominently display the Genesee County logo in all of its advertisements concerning the Gus Macker basketball tournament, including the language, "*Funded in partnership with the Genesee County Board of Commissioners.*"
7. The Salvation Army 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 in consequence of any act or omission by the Salvation Army in the performance of this contract and the Salvation Army 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 June 19, 2025, through September 30, 2025.

SALVATION ARMY LIFE CENTER

GENESEE COUNTY

By:
Its:

Delrico Loyd, Chairperson
Board of County Commissioners

Dated: _____

Dated: _____