## FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN GENESEE COUNTY AND FLINT PREMIER SOCCER, LLC

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 Flint Premier Soccer, LLC, 4231 Schaeffer Road, Dearborn, Michigan 48067 ("Flint City Bucks") (together, the "Parties").

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

WHEREAS, the Flint City Bucks will be hosting an international friendly soccer match against Atlas FC from the top division of Mexican Soccer, which is expected to draw 3,000 – 4,000 fans from throughout the region, and it is to the mutual advantage of both the County and the Flint City Bucks to promote this international soccer match.

NOW THEREFORE, the Parties do mutually agree as follows:

- The services to be rendered by the Flint City Bucks for the benefit of the County under this Agreement and MOU include the promotion and encouragement of tourism associated with the international soccer match against Atlas FC.
- 2. Payment by the County to the Flint City Bucks to provide the aforementioned services shall be a lump-sum payment of \$15,000.00 to be paid on or about May 1, 2025.
- 3. The Flint City Bucks agree that the County Chief Financial Officer may, at any time, request a report from the Flint City Bucks specifying how the funds are being spent or committed. The Flint City Bucks agree 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 Flint City Bucks 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 Flint City Bucks are found to have misused said funds, the Flint City Bucks agree 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 Flint City Bucks at all times.
- 6. In consideration of the County providing this funding related to the promotion of the international soccer match, the Flint City Bucks agree to prominently display the Genesee County logo in all of its advertisements concerning the international soccer match, including the language, "Funded by vote of the Genesee County Board of Commissioners."
- 7. The Flint City Bucks agree to provide the County with a block of complimentary game tickets for County staff and families to attend the game.
- 8. The Flint City Bucks hereby agree 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 Flint City Bucks in the performance of this contract and the Flint City Bucks will provide the County with proof of insurance to meet same before the County shall be required to make payment.
- 9. The term of this Agreement and MOU commences April 23, 2025, through September 30, 2025.

FLINT PREMIER SOCCER, LLC	GENESEE COUNTY	
By: Its:	Delrico Loyd, Chairperson Board of County Commissioners	
Dated:	Dated:	