

**CITY OF ROCHESTER HILLS
AND AVONDALE YOUTH ASSISTANCE
YOUTH SUPPORT CONTRACT**

This Contract is made and entered into this 2nd day of December, 2024, by and between the City of Rochester Hills, a municipal corporation (hereinafter referred to as the "City"), and the Avondale Youth Assistance (AYA), a non-profit organization, duly organized and operating under the laws of the State of Michigan (hereinafter referred to as the "Organization").

WHEREAS, the City desires to provide for a problem-solving service for youth and parents through individual, group, and family counseling to enable those served to cope with problems adversely affecting the ability of the youth to make optimal use of their world, i.e. social adjustment, work adjustment; and to provide free, on-site and offsite service for youth, especially those who cannot afford private services; and

WHEREAS, the Organization has as its general purpose the development of opportunities for mental, social, and physical growth and development of youth; and

WHEREAS, the City has agreed to provide financial support to the Organization for a term and amount as outlined in this agreement, subject to certain conditions and reporting requirements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Purpose

This contract establishes the terms and conditions for the City's financial support to assist the Organization in furthering its work that directly benefits youth and families in the City of Rochester Hills by preventing or reducing delinquency, neglect, and abuse through financial assistance, counseling, and other related services.

2. Contract Amount

The City agrees to provide financial support to the Organization in the amount of Sixteen Thousand Dollars (\$16,000) for the fiscal year commencing on January 1, 2025 and concluding on December 31, 2025.

If the Organization intends to change the purpose or allocation of the funds significantly, it shall provide written notice to the City and obtain written consent prior to making such changes.

3. Term of Contract

This contract shall be effective for a term of one (1) year, commencing on January 1, 2025 and expiring on December 31, 2025. Any extension of this contract must be mutually agreed upon by both parties in writing prior to the expiration date.

4. Use of Funds

The Organization agrees that all funds received from the City under this contract will be used solely for the purposes described in its funding request, which is attached as Exhibit A and shall be incorporated as part of this Contract or as otherwise agreed to in writing by both parties. The Organization must maintain records of all expenditures to ensure that funds are used appropriately and in line with this Contract.

A general description of the community services to be provided by the Organization is as follows:

1. A mental health worker, a licensed social worker, psychologist, or counselor, on staff shall be available to the youths of the community who are having difficulty in their personal and social adjustments. This person will work with youths, parents, schools and other community organizations, consistent with their professional training and licensing, in helping the youth grow towards a more satisfactory adjustment. The worker will act as a liaison for the youth, agencies, and family.
2. The Organization shall also offer programs to resident youth which are designed to further the social and emotional needs of the youth.
3. The Organization will continue to provide service at the current level or greater.

5. Annual Report

The Organization agrees to submit an Annual Report to the Rochester Hills City Council no later than September 30th of the following year, detailing:

1. A summary of how the funds were utilized.
2. Descriptions of the programs or services supported by the City's funding.
3. The number of youth and families served.
4. Measurable outcomes or impacts on the community, including specific results achieved.

6. Compliance with Laws and Regulations

The Organization agrees to comply with all Federal, State, and Local laws, rules, regulations, and ordinances that may apply to its operations and the activities supported by the City's funds.

7. Indemnification

The Organization agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and assigns from any and all claims, demands, liabilities, damages, losses, and expenses (including attorney's fees) arising out of, or connected in any way to, the Organization's activities, services provided, or negligence or misconduct, to the fullest extent permitted by law. This indemnification obligation shall survive the termination of this contract.

8. Non-Discrimination

Either party may terminate this Contract upon thirty (30) days' written notice. Upon termination, the Organization shall return any unspent and uncommitted funds to the City on a pro-rata basis for the remaining contract term. If services were not provided as agreed upon, the City may request a partial refund of the funds already disbursed.

9. Insurance

The Organization shall maintain, throughout the term of this Contract, adequate insurance coverage as may be required by the City. Proof of insurance shall be provided upon request.

10. Termination

Either party may terminate this Contract upon thirty (30) days' written notice. Upon termination, the Organization shall return any unspent funds to the City on a pro-

rata basis for the remaining contract term. If services were not provided as agreed upon, the City may request a partial refund of the funds already disbursed.

11. Audit and Financial Records

The Organization agrees to maintain proper financial records related to the use of City funds and shall make such records available for audit or review by the City upon reasonable notice. The Organization agrees to maintain proper financial records related to the use of City funds for at least three (3) years after the expiration of this Contract.

12. Modification

This Contract may only be modified by a written agreement signed by both parties.

13. Assignment

The Organization may not assign or transfer any rights or obligations under this Contract without the express written consent of the City.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Contract if such failure or delay is due to causes beyond its reasonable control, including but not limited to natural disasters, war, civil disturbances, or labor disputes.

15. Dispute Resolution

In the event of a dispute arising out of or related to this Contract, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the dispute cannot be resolved, the parties agree to submit the matter to mediation or arbitration before resorting to litigation.

16. Confidentiality

The Organization agrees to maintain the confidentiality of any non-public information obtained during the course of providing services under this Contract. Such information shall not be disclosed to any third party without the prior written consent of the City, except as required by law.

17. Entire Agreement

This Contract constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the day and year first above written.

City of Rochester Hills:

By: _____
Name: Bryan K. Barnett
Title: Mayor / City of Rochester Hills
Date: _____

Avondale Youth Assistance:

By: _____
Name: Michael Kazak
Title: Chairperson / Avondale Youth Assistance
Date: _____