

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

This Contract is made and entered into this 2<sup>nd</sup> day of December, 2024, by and between the City of Rochester Hills, a municipal corporation (hereinafter referred to as the "City"), and the Rochester Area Youth Assistance (RAYA), 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 prevention-based nonprofit organization whose goal is to strengthen youth and families in the Rochester community whose services and programs are available at no cost or a reduced cost to school-age youth and families who reside in the Rochester Community Schools district; and

**WHEREAS**, the Organization has professional counseling and case-work services are available for youth, ages 5 through 16, and their families who live within the Rochester School District. This assistance is confidential. Referrals are made by school personnel, police, parents, friends, and young people themselves.; 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 its efforts to strengthen youth and families within the Rochester community through prevention-based services aimed at reducing youth delinquency, neglect, and abuse, and enhancing youth development.

**2. Contract Amount**

The City agrees to provide financial support to the Organization in the amount of Nineteen Thousand One Hundred and Fifty-Five Dollars and Three Cents

(\$19,155.03) for general organizational programming as well as Ten Thousand Dollars (\$10,000.00) for the Camp Safari Summer Day Camp 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. SHORT-TERM COUNSELING & CASEWORK SERVICES are available to young people and their families, ages 5 to 16, who reside in the Rochester Community Schools District. Services are voluntary and confidential.
2. FINANCIAL ASSISTANCE is available to children K-12th grade for skill-building (sports or dance activities, classes, summer learning, etc.), camps or child care. \*\*Parent or guardian must provide appropriate financial information to be eligible for financial assistance. For more information visit the Documents page to download applications, etc.
3. CAMP SAFARI Camp Safari is a low-cost, day camp for children ages 6-12 years of age for qualifying families who reside in Rochester Hills. This program is funded by the City of Rochester Hills, Rochester Avon Recreation

Authority and Rochester Area Youth Assistance. RAYA and RARA work cooperatively to provide this summer camp June through August.

4. FAMILY EDUCATION A variety of programs are provided which facilitate family growth and development, including workshops, guest speakers and parenting classes. For more information visit the Family Education page.
5. YOUTH RECOGNITION AWARD A Youth Recognition Banquet is held each year to honor area young people who have overcome major obstacles to reach their goals, volunteered their time to an individual, an organization or in their community, or who has demonstrated personal perseverance beyond the ordinary. Nomination Applications are available for download.
6. MENTORS PLUS PROGRAM is a program which matches a young person with a trained adult volunteer for the purpose of companionship and role modeling. For more information visit the Mentors Plus page.

## **5. Annual Report**

The Organization agrees to submit an Annual Report covering the latest fiscal year ending June 30<sup>th</sup> to the Rochester Hills City Council no later than March 31st 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**

The Organization agrees that no person shall, on the grounds of race, color, religion, gender, national origin, age, disability, or any other protected status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any activities funded by this Contract.

### **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 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.

### **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: \_\_\_\_\_

**Rochester Area Youth Assistance:**

By: \_\_\_\_\_  
Name: Liang Fu

Title: Treasurer / Rochester Area Youth Assistance

Date: \_\_\_\_\_