

**CITY OF ROCHESTER HILLS  
AND PAINT CREEK TRAILWAYS COMMISSION  
COMMUNITY SERVICES 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 Paint Creek Trailways Commission (PCTC), 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 the overall administration along with a Police Patrol Program for the Paint Creek Trailway; and

**WHEREAS**, the Organization operates and maintains the 8.9-mile Paint Creek Trailway, which passes through the four Commission Communities of Oakland Township, Orion Township, Rochester, and Rochester Hills; 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 Mission to preserve the Paint Creek Trail's natural integrity while providing a scenic, educational, and natural recreation experience for trail users.

**2. Contract Amount**

The City agrees to provide financial support to the Organization in the amount of Nineteen Thousand Eight Hundred and Sixty-Six Dollars (\$19,866) for Office Operations and Administration including administrative salaries, material, and equipment costs, and Three Thousand Six Hundred and Twelve Dollars (\$3,612) for Patrol Program based on Community mileage 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. Trail maintenance: The PCTC is responsible for the ownership and maintenance of the trail including clearing debris, repairing surfaces, or planting vegetation.
2. Trail advocacy: The PCTC advocates for the trail network's mission and benefits.
3. Trail restoration: The PCTC has restored a 1.3-acre prairie along the trail that's home to native species like Big Blue Stem and Wild Lupine.

### **5. Annual Report**

The Organization agrees to submit an Annual Report 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 visitors 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: \_\_\_\_\_

**Paint Creek Trailways Commission:**

By: \_\_\_\_\_  
Name: Thomas Correll  
Title: Manager / Paint Creek Trailways Commission  
Date: \_\_\_\_\_