

AFFILIATION AND SPONSORSHIP AGREEMENT



Comes Now. On this _____ day of _____, 20____, participating Affiliated Organization, (hereinafter known as Organization) and the Missouri YMCA Youth In Government Board of Advisors (hereinafter known as the Board of Advisors), and the Jefferson City Area YMCA, do by these agree as follows:

ORGANIZATION DOES HEREBY AGREE AS FOLLOWS:

1. To support and promote Missouri YMCA Youth In Government in its local service area for the program year 2009-2010 in accordance with the YIG Constitution and Bylaws and policies including the Participation Agreement; and
2. To participate in Missouri YMCA Youth In Government, to provide adult support for all local activities, and to provide a 1 to 10 adult to student ratio at the YIG State Convention.
 - a. Advisors will spend an average of 2 to 3 hours per week attending to YIG program duties and responsibilities.
 - b. During the fall, more than 3 hours per week may be required to prepare the students for and successfully carry out the activities of YIG programs.
3. To be solely responsible for the payment of the participation fees of \$195.00 for each youth member of its delegation(s) participating in the program. The program costs shall be paid as follows:
 - a. \$195.00 will be paid for each youth member and \$125.00 for each additional adult member, over the 1 to 10 ratio, on or before October 14, 2009. Requests for refunds will be reviewed by the Board of Advisors on a case-by-case basis, and any amounts to be refunded will be determined by the Board of Advisors.
 - b. In addition to the fees set forth herein, in the event that the Board of Advisors should deplete the program cash reserves and experience a deficit, the Organization shall be responsible for an additional fee equal to the prorated participation of its delegation(s) to the statewide participation in Missouri YMCA Youth In Government for that fiscal year.
 - c. All additional costs of transportation to and from each Missouri YMCA Youth In Government sponsored function, including, but not limited to the Training Sessions, Early Arrival Training, State Conventions, and related programs. The Board of Advisors may reimburse Organizations for transportation costs for all required statewide training sessions as determined by the Board of Advisors from time to time.
4. To be primarily responsible for the conduct, personal property and possessions, health and safety of each of its youth and adult members and will assure compliance with the Participation Agreement and the dress code as required by the Board of Advisors. In this regard, the Organization agrees that it will.
 - a. Secure from each youth participant a signed acknowledgment, with their parent or guardian, of knowledge and understanding of the Participation Agreement approved by the Board of Advisors;

- b. Secure from each adult participant a signed acknowledgment of knowledge and understanding of the Participation Agreement approved by the Board of Advisors;
- c. Secure a criminal background check through the Missouri State Highway Patrol for all delegation advisors prior to the first YIG event new volunteers participate in and every 3 years thereafter for returning volunteers. Background checks already conducted by schools or YMCAs for their staff serving as YIG volunteers are acceptable so long as they have been conducted within the past 3 years. A letter will be sent to the YIG State Director verifying that criminal background checks have been conducted for each advisor working with the delegation(s) associated with that Organization.
- d. Verify that each delegation advisor and/or chaperone participating with that Organization attends a valid child abuse prevention program. A letter will be sent to the YIG State Director verifying that each advisor working with the delegation(s) associated with that Organization have successfully completed a valid child abuse prevention program.
- e. Secure the required medical history and authorization form for each youth participant, signed by a parent or guardian and for each advisor, chaperone or other adult volunteer.
- f. Obtain, maintain, and show evidence of general liability insurance coverage for bodily injury and property damage, premises and operations, contractual liability coverage, independent contractors, including but not limited to medical pay for each person. Current evidence of insurance shall be provided to the Jefferson City Area YMCA and to the Board of Advisors at the time of execution of this agreement and shall remain in effect at all times that this agreement is in effect.
- g. Indemnify and hold harmless the Board of Advisors and Jefferson City Area YMCA from and against all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting from the performance of the work contemplated by this agreement provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from and (b) is caused by any negligent act or omission by the Organization, its employees, representatives, agents and volunteers.

YIG BOARD OF ADVISORS DOES HEREBY AGREE AS FOLLOWS:

- 1. To reflect the structure as defined in the YIG Constitution and Bylaws.
- 2. To be directly responsible for oversight of the program and its contents.
- 3. To provide diligent oversight, planning and direction for the program and to coordinate each regional and statewide function of Board of Advisors required by the Constitution and Bylaws of the Organization.
- 4. To reimburse the Jefferson City Area YMCA for salaries and benefits of the YIG staff and other administration services.

JEFFERSON CITY AREA YMCA DOES HEREBY AGREE AS FOLLOWS:

- 1. To provide oversight and consultation to the Board of Advisors as deemed necessary and appropriate by the Executive Director of the Jefferson City Area YMCA and/or the Board of Advisors;
- 2. To provide insurance for and indemnification of the Board of Advisors; and
- 3. To act as the parent entity of the Board of Advisors.

ALL PARTIES DO HEREBY AGREE AS FOLLOWS:

1. **Captions.** The captions of the Agreement to Participate are for convenience only and are not a part of the Agreement, and they do not in any way limit or amplify the terms or provisions of this Agreement.
2. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any legal proceeding filed as a result of this agreement shall be filed in the Circuit Court of Cole County, Missouri.
3. **Counterparts.** This Agreement may be executed in five (5) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. **Language of Agreement.** The language of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Participating Affiliated Organization, Missouri YMCA Youth In Government Board of Advisors, or Jefferson City Area YMCA. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

In Witness Whereof, the Parties have caused this Agreement to be executed by their proper officers on the day and year first above written.

Participating Organization

_____	_____
Name of Organization / School	YMCA Director / School Administrator
____ / ____ / ____	
Date	

Signs this agreement in sponsorship and support of the following YIG delegation(s).

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|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

Missouri YMCA Youth In Government

Jefferson City Area YMCA

_____	_____
State Director	Executive Director
____ / ____ / ____	
Date	