

## **CALIFORNIA YMCA YOUTH & GOVERNMENT DELEGATION PARTICIPATION AGREEMENT**

THIS DELEGATION PARTICIPATION AGREEMENT ("Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between CALIFORNIA YMCA YOUTH & GOVERNMENT (hereinafter referred to as "Y&G") and the \_\_\_\_\_ (hereinafter referred to as "Delegation").

WHEREAS, it is the desire of the Delegation to participate in the 59<sup>th</sup> California YMCA Youth & Government Program subject to the terms, conditions, rules and regulations expressed below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. **PROGRAM.** Y&G will be conducting the 59<sup>th</sup> California Model Legislature & Court Program and related Camp Roberts Training and Elections Conferences, along with related activities (hereinafter referred to collectively as "Program") commencing in August 2006 and concluding in July 2007. The purpose of the Program is to offer a simulated governmental experience for high school students, grades 10<sup>th</sup> through 12<sup>th</sup>.
2. **Y&G's DUTIES AND RESPONSIBILITIES.** It shall be the duty and responsibility of Y&G to coordinate the necessary components of the Program, including the acquisition of facilities, equipment, program staff, registration forms, informational bulletins with enclosures, and training materials. Y&G shall serve to coordinate necessary registration and Program operations, and facilitate in processing necessary forms and applications for the participating Delegations.
3. **DELEGATION.** A delegation shall be defined as a duly organized and approved group affiliated with a chartered YMCA, school or school district, or other legally organized nonprofit corporation.
4. **DELEGATION'S DUTIES AND RESPONSIBILITIES.** It shall be the duty and responsibility of the Delegation to adhere to and obey all rules, regulations, policies and deadlines established by Y&G. The Delegation shall provide all necessary advisors as required by Y&G in order to assure proper supervision of the students participating in the Program. The Delegation shall read all bulletins and become familiar with the information contained therein. The Delegation shall be solely responsible for providing all transportation to and from all program events and any and all associated costs for each component of the Program for all advisors and student participants.

The Delegation shall be responsible for any and all costs incurred for damage, destruction and/or loss which is caused by the Delegation's advisors or student participants to all Y&G facilities and equipment, including the facilities, furniture and equipment of Camp Roberts, the Hyatt Hotel and Sheraton Hotel of Sacramento (or other hotel or facilities utilized to house student participants or advisors), the State and County facilities (the Capitol Building and Offices, the Supreme Court Building and County Courthouse), or other such facilities and/or equipment utilized for conducting the Program.

The Delegation shall be responsible for the supervision and control of all of its advisors and student participants at all times throughout the Program. This duty and responsibility shall include such times as the local Delegation meetings, including cluster meetings and fund raising activities, travel to and from the Delegation location to the Program conference sites, at the Training and Elections I and II Conferences, Sacramento Conference and Spring Conference.

5. **CODE OF CONDUCT.** The Delegation agrees to adhere to all provisions of the Code of Conduct established for the Program (see Attachment A - Code of Conduct). It is the duty and responsibility of the Delegation to educate each advisor and student participant on each advisor's and student participant's obligation to obey all provisions of the Code of Conduct. All costs related to the enforcement of the Code of Conduct, including travel costs shall be the responsibility of the Delegation. Any Delegation which engages in continuous or unaddressed violation(s) of the Code of Conduct may be suspended or terminated from further participation in the program.
6. **CONSIDERATION.** The Delegation agrees to pay when due all registration fees and costs as defined by Y&G (see Attachment B - Fee Schedule). Any Delegation delinquent in payments to Y&G may be suspended from participating in the programs offered by Y&G.
7. **LATE CHARGES.** If any consideration or any other sum due from the Delegation is not paid to Y&G within sixty (60) days after such amount shall be due, then, without any requirement for notice, the Delegation shall pay to Y&G a late charge equal to six percent (6%) annually of such overdue amount.
8. **LIABILITY AND INSURANCE.** Except for the negligent or intentional acts of Y&G, its employees, officers and volunteer staff members, Y&G, its employees, officers and volunteer staff members shall be released from any liability for injury, loss or expense incurred due to the supervision and control responsibilities of the Delegation, or for the negligent or intentional acts of the Delegation's advisors or student participants.

The Delegation shall obtain and keep in force during the term of the Agreement a Commercial General Liability policy of insurance protecting Delegation against claims for bodily injury, personal injury and property damage based upon, involving or arising out of its participation in the Program, including the use, occupancy or maintenance of the Program facilities. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000.00 per occurrence.

The limits of said insurance required by this Agreement or as carried by the Delegation shall not, however, limit the liability of the Delegation nor relieve the Delegation of any obligation hereunder.

Each staff member, program staff member, advisor, and student participant shall sign Y&G Code of Conduct which includes acknowledgment of receipt and agreement of compliance with all terms of the Code of Conduct. The delegation shall bring to each Training and Elections Conference, the Model Legislature/Court, and to the Spring Conference a copy of the duly signed and executed Code of Conduct with the acknowledgment of receipt and agreement of compliance form.

- 9. INDEMNITY. The Delegation and Y&G each shall indemnify, protect, defend and hold harmless each other and their agents, officers and employees from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed upon the other party for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or as a consequence to the performance of this agreement provided each injury to persons or damage to property is due or claimed to be due to negligence of the party charged with the indemnification.
- 10. TERMINATION. Notwithstanding any other provisions of the Agreement, Y&G may terminate the participation of the Delegation for any breach of Y&G policies, rules or regulations, including any non-payment of fees, costs or related expenses upon thirty (30) days written notice. Should Y&G terminate the participation of any advisor, delegate or the entire delegation for any breach of the Y&G Code of Conduct, policies, rules or regulations, any and all fees paid through that date will be forfeited or refunded at the discretion of Y&G. Any balance of fees due shall remain owed and shall be paid within thirty (30) days of the date of termination.
- 11. ATTORNEY FEES AND COSTS. In the event of a lawsuit or other legal proceeding arising out of this Agreement (including, but not limited to, an action to enforce any terms of this Agreement), the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- 12. BINDING EFFECT; CHOICE OF LAW. This Agreement shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement shall be initiated in San Mateo County.
- 13. AMENDMENTS. This Agreement may be modified only in writing, signed by the parties at the time of the modification.

WHEREAS, the Delegation and Y&G have carefully read and reviewed this Agreement and each term and provision contained herein, including all terms incorporated by reference, and, by execution of this Agreement, show their informed and voluntary consent thereto. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CEO/Executive Director/Principal

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lead Advisor

Dated: \_\_\_\_\_

\_\_\_\_\_  
CEO, California YMCA Youth & Government