

AFFILIATION AGREEMENT

THIS AGREEMENT is made on this ____ day of _____ 2021, by and between Rise Community Services, Inc. ("Rise") and the City of Warrensburg ("City") (City and Rise are also sometimes referred to individually as "Party" or collectively as "Parties").

WHEREAS, Rise is a nonprofit corporation engaged in community services and outreach for those with disabilities; and

WHEREAS, City has opportunities for those served by Rise to engage in volunteer activities,

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Term and Termination.** The term of this Agreement shall be for a period of one (1) year commencing on the date first above written and continuing until the one (1) year anniversary thereafter. Except as otherwise provided for herein, this agreement may be terminated by not less than sixty (60) days prior written notice to the non-terminating party.
2. **Authority, Duties and Responsibilities of Rise.** Rise shall have the following authority, duties and responsibilities:
 - (a) **Coordination:** Rise shall designate a staff person for each volunteer to coordinate and oversee the volunteer efforts and activity of each volunteer while engaged in activity on City property.
 - (b) **Procedural Authority:** Rise acknowledges that its employees and consumers will be expected to abide by all laws and policies of the City while engaged in volunteer activities.
 - (c) **Scheduling:** Rise and City shall coordinate mutually agreeable hours and tasks for designated consumers of Rise services engaged in volunteer activities with City.
 - (d) **Insurance:** Rise shall maintain in full force and effect throughout the term of this Agreement: (1) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and, (2) worker's compensation insurance as required by law. This provision shall survive termination of this Agreement. Rise shall provide proof of its coverages to City prior to any volunteer activities taking place.
3. **Authority, Duties, and Responsibilities of City.** The City shall have the following authority, duties and responsibilities:
 - (a) **Coordination:** City shall provide facilities and tasks as available for volunteer activity.
 - (b) **Space:** City shall provide, whenever necessary, available rooms and work areas for Rise consumers and employees engaged in volunteer activities.
4. **Liability and Indemnity.** Rise agrees that its volunteers and consumers shall be covered under its own policies of insurance for any injury or damages which may occur in the course of providing volunteer services. Rise agrees to defend and hold City harmless from all claims or damages arising from the volunteer activities contemplated by this Agreement, except to the extent related to damages arising from a source for which City would otherwise be liable under Missouri principles of sovereign immunity, official immunity, public duty doctrine, or other similar law.
5. **Miscellaneous:** This Agreement constitutes the entire Agreement among the parties and supersedes all other prior Agreements and understandings both written and oral, among the parties. This Agreement shall

be binding upon and inure to the benefit of the parties hereto, and nothing in the Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. City represents warrants and covenants to Rise that the persons signing below have full right, power, and authority to make this Agreement and that no other person or entity needs to join in the execution hereof in order for this Agreement to be binding upon the City. Nothing contained herein shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Volunteers shall not be considered servants, agents, or employees of City who do not replace City employees and who are not covered by City's Social Security, Workers' Compensation or Unemployment Compensation.

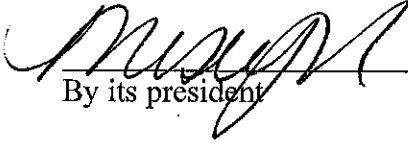
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the date set forth above.

City of Warrensburg

By its City Manager

Date

Rise Community Services, Inc.



By its president

3/6/21
Date

Commercial General Liability Coverage Declarations**Customer Number:** 1000167085
Policy Number: A505796 02**Policy Period:** 09/26/2020 to 09/26/2021
at 12:01 AM Standard Time at Your Mailing Address Shown Below**Named Insured and Address:**
RISE Community Services
607 N Ridgeview Dr
Warrensburg, MO 64093-9338**Agency Name and Address:** 24591
MIKE KEITH INSURANCE INC
P O BOX 388
CLINTON, MO 64735
660-885-5581

Insured is a(n) Non-Profit Organization

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$3,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$300,000
Medical Expense Limit, Any One Person	\$10,000

See attached Forms Schedule for forms and endorsements applicable to this coverage.

Policy Number: MEM 2033241-02

**Workers Compensation and Employers Liability Insurance Policy
Insurer: Missouri Employers Mutual Insurance Company - Carrier #33413**

INFORMATION PAGE			
1.	INSURED: RISE Community Services 607 N RIDGEVIEW DR WARRENSBURG, MO 64093-9338		PRODUCER: 138-11 Mike Keith Insurance, Inc. (1) PO Box 388 Clinton, MO 64735
	FEDERAL ID NO.:	05-0609868	OTHER NAMED INSURED:
	RISK ID NO.:	240781492	OTHER LOCATIONS: See WC 99 06 04
	INSURED'S LEGAL STATUS: Non or not for profit corp		
2.	The policy period is from: 09/26/2020 to 09/26/2021 12:01 A.M. standard time at the insured mailing address.		
3a.	Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MO		
3b.	Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3a. The limits of our liability under Part Two are:		
	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	policy limit
	Bodily Injury by Disease	\$1,000,000	each employee
3c.	Other States Insured: Part Three of the policy applies to the states, if any, listed here: NONE		
3d.	This policy includes these endorsements and schedules: See WC 99 06 02		
4.	<i>The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.</i>		
	See Classification Schedule	Total Estimated Premium:	\$43,135.00
		Estimated Second Injury Fund Surcharge	\$2,157.00
	Expense Constant: \$240.00 Minimum Premium: \$1,000.00 Billing Payment Mode: Annual		Total Estimated Premium and Surcharges:

ISSUING OFFICE:

101 N. Keene St.
Columbia, MO 65201

Countersigned By:

