Scouting America

AFFILIATION AGREEMENT

WITH

UNITED METHODIST CONGREGATION ENGAGED WITH SCOUTING

Together we seek to prepare young people to make ethical and moral choices over their lifetimes by instilling in Scouts the ambition and dedication to be trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.

ANNUAL AFFILIATION AGREEMENT BETWEEN:

_____(the "Affiliated Organization"),
Boy Scouts of America, a congressionally chartered nonprofit corporation d/b/a Scouting America ("Scouting America"),
_____Cascade Pacific_____Council, Scouting America (the "Local Council"),
and _____ (the "Scouting Unit" or "Unit")

Pack No._____ Troop No._____ Crew No._____ Ship No._____

The mission of the Scouting America program is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Scout Law. The Affiliated Organization, in keeping with its own mission to support the community's youth, desires to support the programs of Scouting America. To that end, the following terms will govern the relationship between the Affiliated Organization, Scouting America, the Local Council, and the Scouting Unit for the year running from _____, 202__ through _____, 202__.

I. Scouting America agrees to:

A. Indemnification

1. TO DEFEND, AND TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THE AFFILIATED ORGANIZATION, ITS DISTRICT, ITS ANNUAL CONFERENCE, AND ANY OTHER ENTITY, AGENCY, COMMITTEE, COMMISSION, BOARD, SOCIETY, OR CONFERENCE RELATED TO THE UNITED METHODIST CHURCH, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, MEMBERS, OR VOLUNTEERS (COLLECTIVELY, "**PROTECTED PARTIES**"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITY, INJURIES, LOSSES, DAMAGES, OR COSTS, INCLUDING (WITHOUT LIMITATION) LITIGATION FEES, INVESTIGATIVE COSTS, AND COURT COSTS (COLLECTIVELY, "**LOSSES**" OR "**CLAIMS**"), ASSERTED OR SUSTAINED BY ANY SCOUTING UNIT, MEMBER, VISITOR, VOLUNTEER, OR ANY OTHER PERSON, ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH SCOUTING, WITH SCOUTING ACTIVITIES, WITH THE ACTIONS OF ANY SCOUT LEADER OR WITH THE USE OR OCCUPANCY OF THE AFFILIATED ORGANIZATION'S PROPERTY FOR SCOUTING ACTIVITIES, WHETHER OR NOT THE LOSSES, CLAIMS, OR THEIR CAUSES ARE FORESEEN OR UNFORESEEN, OR UNRELATED TO SCOUTING OBJECTIVES, EXCEPT TO THE EXTENT THOSE LOSSES ARE CAUSED BY THE WILLFUL ACTS OR NEGLIGENCE OF ANY PROTECTED PARTY WHILE ACTING IN A CAPACITY DISTINCT FROM THE AFFILIATED ORGANIZATION'S SCOUTING RESPONSIBILITIES OR DUTIES.
2. Such defense includes providing a legal defense to all Protected Parties using legal counsel that owes a duty of loyalty and zealous advocacy undiminished by any duties that may be owed to Scouting America or other parties. In civil actions filed or threatened against the Affiliated Organization, Scouting America shall confer with the Affiliated Organization over the selection of legal counsel to defend the Protected Parties, and Scouting America and Affiliated Organization shall make a good faith effort to agree upon legal counsel to represent the Protected Parties, taking account of any relevant terms in Scouting America's insurance policies. This good faith discussion shall include the question of whether or not separate counsel should be retained to represent the interests of the Protected Parties.

B. Insurance

Scouting America agrees to provide Commercial General Liability (GL) insurance that includes excess auto liability to cover losses or claims asserted or sustained by any Scout, Scouting Unit, member, visitor, volunteer, or any other person, arising out of or in any way connected, directly or indirectly, with Scouting. This insurance covers the Charter Organization, along with its Officers, Directors, Trustees, Employees, or Charter Organization Representatives (collectively, "Protected Parties"). At a minimum, such insurance:

1. GL coverage shall be written on an occurrence basis, with policy limits of the Scouting America commercial general liability policy (CGL) of $7,500,000 each occurrence and $20,000,000 annual aggregate. Total coverage, including GL and EL coverage, shall provide for at least $50,000,000 each occurrence. The current policies expire March 1, 2027. Insurance coverage is subject to change upon renewal, but such renewal shall provide aggregate GL and EL policy limits of no less than $40,000,000 aggregate.
2. The GL policy shall provide auto liability (AL) coverage as excess of: (a) the vehicle driver's personal AL policy; (b) the Charter Organization's primary AL insurance, if any (if vehicles are owned, hired, or leased by the Charter Organization); and (c) any other excess insurance available from other sources. The GL policy provided by Scouting America is excess of $1 million.
3. As set forth in the GL policy, shall provide coverage for:
   a. Bodily injury, sickness or disease including illness or death of any person.
   b. Bodily injury, with no exclusion for physical or sexual abuse, misconduct, or molestation.
   c. Personal or advertising injury.
   d. Damages caused by physical damage or destruction of tangible property.
   E. CONTRACTUAL LIABILITY COVERING SCOUTING AMERICA'S OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PROTECTED PARTIES UNDER THIS AGREEMENT, INCLUDING ANY AND ALL COSTS OF DEFENSE OF ANY CLAIMS FOR WHICH ANY PROTECTED PARTY IS ENTITLED TO COVERAGE BY VIRTUE OF BEING NAMED AS AN ADDITIONAL INSURED.
   f. Punitive or Exemplary Damages coverage equal to that which is provided to Scouting America entities.
4. Shall name the Protected Parties as Additional Insureds on all primary and excess policies needed to provide the limits of insurance specified in §§ I.B.1 and I.B.2, above.
   a. Insofar as such insurance provides GL coverages (excluding any AL coverage included within the GL policy), such GL insurance shall be written on a primary and non-contributory basis. Provided further, that any other GL insurance coverage that may be available to the Protected Parties from other sources shall be excess of and non-contributory with the GL coverage provided by Scouting America in compliance with this Affiliation Agreement.
   b. Notwithstanding the foregoing, insofar as the Protected Parties are named as Additional Insureds for purposes of the excess AL coverage provided under Scouting America's GL policy, such AL coverage shall be excess over and non-contributory not only to any primary AL coverage available to the Protected Parties but also to any other excess AL coverage that may be available to the Protected Parties from other sources.
5. Shall provide a 30-Day Advanced Notice of Non-Renewal or Cancellation to the General Secretary of the General Commission on United Methodist Men, which notice shall constitute notice of same to the Affiliated Organization.
6. Shall Include a Waiver of Subrogation in favor of the Protected Parties.

Within ten (10) days after signing this Agreement, Scouting America shall provide a certificate of insurance confirming the existence of the coverages, limits, and endorsements meeting the requirements set forth in this Agreement.

II. The Local Council agrees to:

A. Scouting Resources

1. Provide program training, program resources, and other Scouting support services.
2. Provide camping opportunities, administrative support, and professional staff to assist the Unit in developing a successful Scouting program.
3. Provide and facilitate unit-level money-earning (i.e., fundraising) opportunities to support the Unit's activities.
4. Provide recruitment strategies, resources, and materials to help the Unit grow its membership and provide Scouting to the Unit's local community.

B. Adult Leadership

1. Review and select all adult leaders, and ensure they are willing to accept Scouting's values and meet all other requirements of membership.
2. Determine the number of leaders necessary for Units and confirm that each Unit has the required number of leaders.
3. Submit criminal background checks in accordance with Scouting America policies and procedures, on all adult leaders and volunteers prior to approving any application to serve. The background check shall comply with all applicable federal and state laws and further comply with any standards that may be developed in accordance with any applicable court order. The Local Council's final Registration of the adult leader or volunteer (a) cannot be accomplished until the requisite background check is completed, and (b) will constitute the Local Council's confirmation that the requisite background check has been completed; by indication of the council designees' signature.
4. Submit and review a further criminal background check at least once every three years on every adult that serves as a Local Scouting Unit leader or volunteer.
5. Require and track all unit leaders to complete Scouting America Youth Protection Training.

C. Financial Services

1. Provide the Unit with the Council EIN and permission to use the EIN to open a bank account in the name of the Unit, which would be managed by the Unit.
2. Provide the Unit with policies and procedures for financial reporting and asset management, and report Unit financial activity as directed by the Local Council.

III. The Affiliated Organization agrees to:

A. Generally

1. Support the scouting program through its prayers, financial gifts, and volunteer service.
2. Include a Scout Sunday in its annual calendar and include Scouts and Scout leaders in the worship service.
3. Advertise the scouting program and volunteer needs in church publications and communications.
4. Welcome and provide opportunities for Scouts to participate in the Church's youth programs and promote religious awards.

B. Use of Facilities

1. Provide appropriate facilities, described below, for Unit(s) for its regular meetings, in keeping with its ministry of facilitating the service of youth in the community:
   Facilities Address:
   Facilities Description:
   Available Days/Times:
2. Allow Unit(s) to store a reasonable amount of materials and equipment in a designated area or areas, while maintaining property insurance sufficient to protect such materials against loss or theft while on the premises. Follow all Guide to Safe Scouting requirements to ensure the adequate review and inspection of trailers and other assets.
   Storage Description:

C. Contribution and Indemnification.

THE AFFILIATED ORGANIZATION ACKNOWLEDGES AND AGREES THAT, IN THE EVENT THERE ARE LOSSES OR CLAIMS ASSERTED AGAINST OR SUSTAINED BY SCOUTING AMERICA OR THE LOCAL COUNCIL THAT ARE ATTRIBUTABLE TO THE WILLFUL ACTS OR NEGLIGENCE OF THE PROTECTED PARTIES AND FALL OUTSIDE OF THE INDEMNIFICATION REQUIREMENTS OF SCOUTING AMERICA IN § I.A.1 (ABOVE), NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT SCOUTING AMERICA'S RIGHT TO SEEK CONTRIBUTION OR INDEMNIFICATION FROM THE PROTECTED PARTIES FOR SUCH LOSSES OR CLAIMS, INCLUDING ATTORNEYS' FEES AND COSTS RELATED THERETO.

D. Scouting Resources

1. Reasonably support the Scouting Unit Committee, comprised of at least three members for each Unit.
2. Coordinate with the local council to provide annual recruitment opportunities to grow the Scouting America movement as well as publicize Scouting America through in-house publications.
3. Refrain from using the Scouting program to obtain financial support or assistance except as authorized for the benefit of the Unit or the Local Council.
4. Refrain from using the Scouting brand as a means to imply Scouting America's endorsement of the objectives of the Affiliated Organization, except with respect to youth development, consistent with the goals and objectives of the Scouting program.

IV. The Scouting Unit agrees to:

A. Registration and Administration

1. Organize and maintain an active Unit Committee comprised of at least three members for each Unit.
2. Ensure all adult leaders have an approved criminal background check and have completed Scouting America Youth Protection Training prior to participation in any Scouting activity.
3. Encourage adult leaders to receive position-specific or other appropriate training made available by the local council or Scouting America.
4. Maintain accurate and timely registration records of all youth and adult members. Use Scouting America's online registration tools, such as membership leads, online applications, and online re-charter.
5. Coordinate with the Local Council to provide annual joining opportunities to grow the Scouting America Movement.
6. Ensure that the unit has two-deep leadership at all times.

B. Program

1. Conduct the Scouting program consistent with Scouting America Bylaws, Rules & Regulations, handbooks, policies, brand guidelines, etc. See http://www.scouting.org/about/membership-standards/
2. Use the Scouting program to accomplish specific objectives related to one or more of the following: faith-based youth ministry, youth character development, career skill development, community service, patriotism, and military and veteran recognition.
3. Abstain from using the Scouting program to pursue any objectives related to political or social advocacy, including partisan politics, support or opposition to government action, or controversial legal, political, or social issues or causes.

C. Use of Facilities

1. Return the Facilities to their original condition, subject to reasonable wear and tear, at the end of all Scouting Activities, which includes placing any garbage/waste in appropriate receptacles, returning any items stored on premises to the designated storage area, and removing all other personal belongings.
2. Ensure that all use of the Facilities is consistent with and does not detract from the Affiliated Organization's mission.

D. Assets and Equipment

1. Be a good steward of the Unit's resources and comply with Scouting America's Fiscal Policies and Procedures.
2. Apply for and undertake Unit Money Earning Projects in accordance with Scouting America's and the Local Council's guidelines.
3. Actively participate in the Local Council's annual giving campaign and product sales fundraisers (e.g., Friends of Scouting campaign, popcorn, and Camp Card sales).
4. Reimburse the Affiliated Organization for cost of insuring Unit's assets and equipment, if requested.
5. Follow all Local Council policies and procedures regarding the management of funds. For Unit specific bank accounts, Units will submit annual finance report and other reporting as prescribed by the Local Council.

AFFILIATED ORGANIZATION:_____

Signature: _____

Print Name: _____ Date: _____

Title: Chair of Board of Trustees or Designee

SCOUTING UNIT: _____

Signature: _____

Print Name: _____ Date: _____

Title: Unit Committee Chair

LOCAL SCOUTING AMERICA COUNCIL: Cascade Pacific

Signature: _____

Print Name: _____ Date: _____

Title: Scout Executive or Designee

SCOUTING AMERICA **

Signature: 

Roger Krone Date: ***

President and Chief Executive Officer

** Scouting America's endorsement of this Agreement relates solely to the Indemnification and Insurance provisions set forth in §§ I.A and I.B of this Agreement.

*** This is a Scouting America-approved form as of the month and year reflected in the bottom margin of this Affiliation Agreement. Once signed by all other parties to this Agreement, and provided no more recent form agreement has been approved by Scouting America as of the date those signatures are applied, Mr. Krone's pre-printed electronic signature on this Agreement will be recognized as valid and binding on Scouting America as of the same date with respect to the Indemnification and Insurance provisions set forth in §§ I.A and I.B of this Agreement.