



WILLIAMSON COUNTY FACILITY USE AND INDEMNITY AGREEMENT

This Williamson County Facility Use and Indemnity Agreement (“Agreement”) is entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, **Boy Scouts of America** (“BSA”), and **Georgetown Troop 151** (“Scouting Unit”), all of which are referred to herein as the parties.

I. Use of Facilities

- a. The County agrees to provide appropriate facilities, located at {3901 CR 130, Hutto, TX 78634} (the “Facilities”), and does hereby grant permission for the Scouting Unit, its members, volunteers, personnel, guests, and invitees to use said Facilities for a Scouting Unit project, i.e., building wooden, portable, K9 obstacle course training aids (“Scouting Activities”). To the extent that the County property includes spaces for parking motor vehicles, the County agrees that, and hereby grants permission for, the Scouting Unit, its members, volunteers, personnel, guests, and invitees to make use of such parking spaces as are not already occupied at the time of the Scouting Units use of the Facilities.
- b. The Scouting Unit further acknowledges and understands that the County may not, and has not obligation to, make available any County personnel or volunteers in or around the Facilities for the benefit of the Scouting Unit or the Scouting Activities.
- c. The Scouting Unit agrees to return the Facilities to their original condition at the end of all Scouting Activities, including any garbage/waste deposited in appropriate receptacles. The Scouting Unit acknowledges and agrees that if the Scouting Unit damages the Facilities, the Scouting Unit will be responsible for any repair costs within ten (10) business days after the County provides written documentation of such costs.
- d. The Scouting Unit agrees to take reasonable care of the Facilities and to abide by all rules, regulations, and policies applicable to the Facilities and their use. The Scouting Unit acknowledges and agrees, however, that the following are always prohibited anywhere within the Facilities or elsewhere on the County’s property, whether indoors or outside, regardless of whether the County has formally adopted a written policy to the same effect: smoking, tobacco use of any nature, possession or consumption of alcohol, and the possession or use of illegal substances.
- e. The Scouting Unit acknowledges and understands that there are risks associated with the use of the Facilities. The Scouting Unit acknowledges and agrees that it has inspected the Facilities and accepts them for use in their present condition, with all faults, if any, and agrees that the County makes no representation or warranty

with respect to the Facilities, including their condition or their suitability and fitness for the Scouting Unit's intended use.

- f. The Scouting Unit agrees that its use of the Facilities shall comply with all applicable local, state, and federal laws and regulations.

II. Insurance and Indemnification

a. Indemnification

- i. THE SCOUTING UNIT AND THE BSA AGREE TO DEFEND, AND TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (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 SCOUT, 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 OF THE COUNTY'S PROPERTY FOR SCOUTING ACTIVITIES, WHETHER OR NOT THE LOSSES, CLAIMS, OR THEIR CAUSES ARE FORESEEN OR UNFORESEEN, OR UNRELATED TO SCOUTING OBJECTIVES.
- ii. 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 BSA or other parties. In civil actions filed or threatened against the county, BSA shall confer with the county over the selection of legal counsel to defend the protected parties, and BSA and county shall make a good faith effort to agree upon legal counsel to represent the protected parties, taking account of any relevant terms in BSA'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

- i. The Scouting Unit and the BSA agree to provide Commercial General Liability (GL) to cover Losses or Claims as defined above. At a minimum, such insurance:
 - 1. GL coverage shall be written on an occurrence basis, with limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

2. 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. Physical bodily injury;
 - c. Damages caused by physical damage or destruction of tangible property;
 - d. Contractual liability covering the BSA's obligation to defend, indemnify, and hold harmless the Protected Parties under this Agreement, including any and all costs of defense of any claim for which any Protected Party is entitled to coverage by virtue of being named as an Additional Insured.
3. Shall name the County as Additional Insured on all primary and excess policies needed to provide the limits of insurance specified in this Agreement.
 - ii. Within ten (10) days after signing this Agreement, BSA shall provide a certificate of insurance confirming the existence of the coverages, limits, and endorsements meeting the requirements set forth in this Agreement.

III. Term of Use and Termination

- a. The Scouting Unit may use the Facilities upon providing reasonable notice to the County. "Reasonable Notice" shall be defined as Ten (10) business days prior to the intended use. The Scouting Unit shall submit a written request for use, specifying the date, time, and purpose of use. The County shall make reasonable efforts to accommodate such requests, subject to availability and any scheduling conflicts.
- b. This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue for six (6) months.
- c. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on behalf of such party.

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20

BOY SCOUTS OF AMERICA:

Ryan Roberts
Printed Name

[Signature]
Authorized Signature

Date: 11/20/23, 20