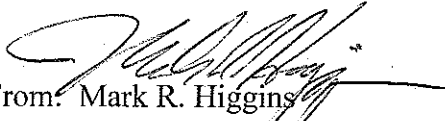


# Memorandum

15 Feb 2012

  
From: Mark R. Higgins  
Asst. Scoutmaster Troop 824

To: Commanding Officer, Training Center Yorktown

Subject: USE OF CAMPGROUND 9 – 11 MARCH 2012

1. Troop 824 has made reservations to use and would like to use the Training Center Yorktown Campground the weekend of 9 – 11 March 2012. The Troop would arrive Friday night and set up camp. Saturday morning the Troop would eat in the Galley and then participate in bike trips in the local area and tour the battlefield and Visitor Center. The Troop would eat the evening meal in the Galley and use the swimming pool in the evening. Sunday morning the Troop would eat breakfast in the galley, break camp, attend religious services, and depart around 1200.
2. We have been in contact with Chief Adams of your Staff and will comply with all requirements for use.
3. Thank you in advance for your favorable consideration of this request.

#

SHORT TERM/SINGLE EVENT LICENSE TO USE COAST GUARD REAL PROPERTY

LICENSE NUMBER: DTCG-

The Commanding Officer, Coast Guard TRACEN Yorktown (Licensor) grants the Troop 824 (Licensee), whose address is 621 Cedar Road, a license for the nonexclusive right to use the facilities described below, which is shown on attached map (Attachment 1), together with the necessary rights of ingress and egress along the route(s) shown on the attached map between 9 March until approximately 11 March and pool. The facilities authorized for use is the area Campground.

This license does not convey any interest in any Coast Guard real property to the Licensee. It simply authorizes the Licensee to use, or pass over, the specified Coast Guard real property for the purposes that are stated in the license.

THIS LICENSE IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. Purpose of License. The Licensee, its officers, employees, contractors, agents, guests, and participants in its activities may only use the facility for the following uses: Camping
2. Period of License. The Licensee may only use the facility during the times specified in this license. All activities on the facility must take place during the times specified, including any setting up or breaking down of equipment etc. If for some reason, the Licensee needs to postpone the use of the facility, the Licensee must obtain the consent of the Licensor, who may designate another date and/or time for use of the facility. All other conditions of this license apply to the rescheduled use of the facility.
3. This License is Limited to Use of the Designated Facility. The Licensee, its officers, employees, contractors, agents, guests, and participants in its activities may not enter or use any other facilities on the installation, unless they have an independent right to do so or are specifically invited to do so by someone with the authority to allow entry. Medical for your group is the responsibility of your group. If for some reason a member of your group is injured, our medical clinic generally will not be available. Emergency transportation or care, for an injured member of your group, will come from an off base source.
4. Disposition of Revenue. Licensee may not conduct any activities on the facility for the purpose of raising funds or making a profit. If the Licensee charges a fee to others in connection with the Licensee's use of the facility, the Licensee shall submit to the Collection Clerk at the address shown below, with a copy to the Licensor, a certified statement itemizing its operating expenses and the revenues derived from the use of the facility, along with a check or money order made payable to the U.S. Coast Guard for any revenues generated by the use of the facility in excess of the expenses.

The certified statement and payment, if any shall be mailed to the following address:

Attn: Collection Clerk  
U.S. Coast Guard Finance Center

1430A Kristina Way  
Chesapeake, VA 23326

5. Governing Law and Regulations. The Licensee, its officers, employees, contractors, agents, guests, and participants in its activities, while on the Coast Guard installation are subject to all applicable Federal, state, and local laws, regulations, directives, and orders, including those issued by the Licensor or a designated representative, including the installation's Officer of the Day, Master at Arms, or a member of the installation's security force.
6. Environmental Protection.
  - a. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. The Licensee shall, at no cost to the United States, promptly comply with all applicable Federal, state, and local laws, regulations, or directives regulating the quality of the environment. This does not affect the Licensee's right to contest the validity of such laws, regulations, or directives or to try to enjoin their applicability.
  - b. The Licensee shall use all required means to protect the environment and natural resources from any damage arising from the Licensee's use of the facility and activities incident to its use. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources.
7. Access to Licensed Facility. The Licensee, its officers, employees, contractors, agents, and guests and the participants in its activities shall enter and exit the installation by the route shown on the attached map (Attachment 1) and shall comply with all posted traffic and parking control signs and directions by the installation's security forces.
8. Parking. The Licensee, its officers, employees, guests and the participants in its activities may bring vehicles onto the installation.
9. Reimbursement of Expense. The Licensee agrees to reimburse the Licensor for all utilities and services provided to the Licensee in connection with this license. The Licensee shall reimburse the Licensor for any such costs as determined by applicable laws, regulations, and directives.
10. Alterations. No additions to or alterations of the licensed facility can be made without the prior written consent of the Licensor. Upon revocation, expiration, or surrender of this license the Licensee shall, to the extent directed by the Licensor, remove all alterations, additions, betterments, or improvements made or installed, and restore the premises, subject to reasonable wear and tear, to the same or in as good a condition as existed on the effective date of this license.
11. Return of Licensed Premises. On or before the expiration of this license, or upon its relinquishment by the Licensee, the Licensee shall vacate the facility and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents, guests, and participants in its activities. If this license is revoked for any reason, the Licensee shall vacate the facility and remove all property brought onto the installation by the Licensee, its officers, employees, contractors, agents, guests, and participants in its

activities. In either event if the Licensee fails to remove property brought onto the installation (abandoned property), then, at the option of the Licensor, the abandoned property shall either become the property of the United States, without payment of compensation, or the Licensor may have the property removed from the installation. The licensee agrees that the Licensor has no obligations to safeguard or care for the abandoned property. Neither the Licensor, the Coast Guard, or the United States are liable for any expenses incurred by the Licensee failure to remove any property brought on the installation, the Licensee shall pay any cost incurred by the Licensor for its removal.

12. Restoration of the Facility. The Licensee shall restore the facility to the condition in which it was received. Licensee shall clean up and remove all trash and refuse generated by the Licensee's use of the facility and shall replace any property that is may have relocated during its use of the facility. If the Licensee fails to restore the facility, including removal of trash and relocation of property, the Licensee shall pay any cost incurred by the Licensor to restore the facility.
13. Damage to Property. The Licensee is responsible for any damage to or destruction of any property belonging to the United States, which results from the Licensee's use of the facility. The Licensee shall promptly repair or replace any damaged or destroyed property to the satisfaction of the Licensor. The Licensee shall promptly repair or replace any damaged or destroyed property to the satisfaction of the Licensor. The Licensee may pay the Licensor for the loss sustained as a result of the damage to or destruction of the property.
14. State and Local Permits, Licenses, and Taxes. The Licensee is solely responsible for obtaining any state or local permits or licenses necessary for its proposed use of the facility, as well as for the payment of any state or local taxes generated by its activities.
15. Solicitations. The Licensee, its officers, employees, contractors, agents, guests, and participants in its activities may not engage in any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.
16. Controlled Substances. The Licensee, its officers, employees, contractors, agents, guests, and participants in its activities may not bring any controlled substance onto the installation, nor may any controlled substance be possessed, used, solicited, transferred or sold on the installation.
17. Alcoholic Beverages. The Licensee, its officers, employees, contractors, agents, guests, and participants in its activities may not bring alcoholic beverages on to the installation.
18. Notice of Potential Hazards.
  - A. The following hazards may be associated with the use of the facility by the Licensee:
    1. Streets, parking lots, and sidewalks may be slippery due to rain, snow, or ice.
    2. The sidewalks and parking lots may present tripping hazards.

3. Not all sidewalks and parking lots are well illuminated to expose areas where footing may be insecure.
4. During ice, snow, or wind storms, trees and or branches may fall causing personal injury or damage to vehicles.

B. The Licensee shall advise its officers, employees, contractors, agents, guests, and the participants in its activities of the potential hazards.

19. Indemnification.

- a. Licensee shall indemnify and hold harmless the United States, the Coast Guard, its officers, employees, agents, and servants from any and all liability, for any tortious acts under the Federal Tort Claims Act (28 USC 2671 et seq.) or other laws, including the death or injury to any person or loss or damage to the property of any person resulting from the use of the facility by the Licensee.
- b. Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, or guests or the participants in its activities in connection with the Licensee's use of the facility or for any injuries sustained by any individual who has come on the facility as a result of the Licensee's use of the facility and may be injured in the course of participating in an inherently hazardous activity, an athletic activity, or another recreational activity while on the installation, whether or not the activity is a sanctioned part of the Licensee's use of the facility.
- c. Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a result of any act, default, or omission of the Licensee, its officers, employees, contractors, agents, guests, or participants in their activities in connection with the use of the facility under this license.
- d. The Licensee shall indemnify and hold harmless the Licensor against all actions, claims, demands, liabilities, and damages that may arise from the hazards listed in paragraph 18 above and the Licensee's potentially incompatible use of the facility.
- e. Licensee shall have the Coast Guard specifically named as an insured in a general liability policy, obtained by the Licensee, at no cost to the Coast Guard that covers the Licensee's use of the facility under this license. The insurance policy, which names the Coast Guard as an insured, must be in full force and effect during all periods covered by the license, including any periods when the Licensor has consented to the rescheduling of the use of the facility. The insurance policy must provide a minimum of five hundred thousand dollars coverage per occurrence.

20. Notification. The Licensee shall notify all of its officers, employees, contractors, agents, or guests who will use the facility of the terms of this license and that they are required to comply with all applicable terms of this license if they enter the installation.

21. Non-Discrimination. The Licensee, for itself and its officers, employees, contractors, agents, and guests agrees that:

- a. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise discriminated against in the use of the facility.
- b. No individual on the grounds of race, sex, color, religion, age, or national origin may be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements at the facility or in the furnishings of services in connection with the use of the facility by the Licensee.
- c. That the Licensee shall use the facility in compliance with the regulations in 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964.

22. Designation of Licensor's Principal Representative. EMC Robert Adams is designated as the principal representative of the Licensor. The Licensee shall coordinate its use of the facility with the principal representative. The principal representative can be contacted at telephone number: (757) 856-2908.

23. Revocation. This license is revocable at will by the Licensor. The revocation is effective upon receipt of written or oral notification to Licensee's representative, Mark Higgins. The Licensee's representative can be contacted at telephone number: 757 285-6541

24. Assign ability: This license is neither assignable nor transferable by the Licensee.

25. Entire Agreement. This license constitutes the only agreement between the Licensor and Licensee. Any prior understanding or representation of any kind, which proceeded the date of this license, are not binding on either party, except to the extent the understandings are incorporated into this license.

For the Coast Guard:

\_\_\_\_\_

For the Licensee:

Mark Higgins, Coast Guard

Attachments: 1. Map of installation

## STANDARD DHS TITLE VI ASSURANCES

The Troop 824 HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the Department of Homeland Security it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 6, Code of Federal Regulations, Department of Homeland Security, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Homeland Security - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Homeland Security, including the United States Coast Guard, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to Troop 824.

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
3. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
5. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

6. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Homeland Security or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

7. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Homeland Security under the Troop 824 and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Troop 824.

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED 15 Feb 2012

Mark R Haggard  
(Print Name)

By [Signature]  
(Signature of Authorized Official for recipient)

Appendix A



During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Homeland Security (hereinafter, "DOT") Title 6, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-compliance: In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such

action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McQueary Henry Bowles Troy, L.L.P. 8144 Walnut Hill Lane, 16th Floor Dallas, TX 75231	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): 972-770-1600      FAX (A/C No.): 972-770-1499 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Boy Scouts of America, National Council and All of its affiliates and subsidiaries including:  Tidewater Council, Boy Scouts of America 1032 Heatherwood Drive Virginia Beach VA 23455	INSURER A : Old Republic Insurance      24147	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

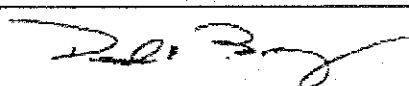
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ.JECT <input type="checkbox"/> LOC		MWZYS9097	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS CERTIFICATE IS INTENDED TO BE USED AS PROOF OF INSURANCE ONLY

Troop 824 - March 12 - 14, 2011 - USCG Yorktown

<b>CERTIFICATE HOLDER</b> USCG Base Yorktown Yorktown VA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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