

**LETTER OF INTENT BY THE UNITED STATES COAST GUARD
REGARDING THE PARTNERSHIP AMONG
THE UNITED STATES COAST GUARD AUXILIARY
AND THE BOY SCOUTS OF AMERICA (DBA "SCOUTING AMERICA")**

1. **BACKGROUND.** The Parties to this Letter of Intent (hereinafter, "the LOI") are the United States Coast Guard Auxiliary, (hereinafter, "the Auxiliary") and the Boy Scouts of America, (hereinafter "Scouting America"). Since 2018, the parties have enjoyed a partnership focused on youth development in boating safety and other maritime disciplines among members of the Auxiliary and Scouting America. The levels of participation and mutual benefit have continued to grow and warrant continuation of this partnership pursuant to provisions of this LOI.
2. **PURPOSES.** The purposes of this LOI are:
 - a. To continue the cooperative relationship among the parties to enhance their common goals of promoting recreational boating safety throughout the United States.
 - b. To extend and strengthen the ties between the two organizations.
 - c. To afford Sea Scouts and other Scouting America members seamanship and other types of training opportunities provided by members of the Auxiliary aboard Auxiliary operational facilities, and at installations operated by the Auxiliary, the U.S. Coast Guard, and other agencies of the United States where the U.S. Coast Guard operates.
 - d. To integrate Sea Scout youths and adults and Sea Scout Ships (units) into the Auxiliary's shore side and underway programs.
 - e. To sustain the pathway for Sea Scouts and other Scouting America members who desire to promote recreational boating safety and assist the United States Coast Guard as authorized by the Commandant of the Coast Guard, to become members of the Auxiliary.
3. **EXPECTATIONS:**

The Auxiliary will, at its discretion:

- a. Collaborate with Scouting America in the conduct of a broad range of domestic projects that support the recreational boating skills and safety of Sea Scouts, other members of Scouting America, and the public, and will promote citizenship training and character development of Sea Scouts.
- b. Provide shore-side and underway training to Sea Scouts and other members of Scouting America at installations and on operational facilities belonging to, or utilized by, the Auxiliary or the Coast Guard in a manner consistent with all Coast Guard, Auxiliary and Scouting America policies.

- c. Perform free vessel safety checks on recreational vessels owned or operated by Scouting America, Sea Scouts, or other members of Scouting America.
- d. Welcome all Sea Scouts and other members of Scouting America to attend Auxiliary unit meetings as guests of the Auxiliary. Scouts under the age of 16 will be accompanied by a parent, guardian, or person in *loco parentis* consistent with Scouting America Safeguarding Youth Training (aka, Youth Protection Training (YPT)) policies.
- e. Encourage flotillas and divisions to arrange for the chartering of Sea Scout Ships through Scouting America-approved Chartered Organizations. Chartered Sea Scout Ships may also be organized into flotillas and divisions pursuant to Auxiliary and Coast Guard policies to enable the Sea Scouts to participate fully in Auxiliary activities. Any Sea Scouts or Sea Scout leaders who wish to become members of the Auxiliary must meet all Auxiliary membership eligibility criteria required by law and regulation, including, without limitation, background checks, payment of dues, and completion of mandated training.
- f. To the extent possible, provide the Sea Scouts and other members of Scouting America with Coast Guard or Auxiliary recreational boating safety and other literature for distribution to Scouts or the public at recreational safe boating or Scouting America events.
- g. Make this LOI known to its membership by posting it on the Student Programs Directorate section of the Auxiliary website and through news and feature articles and photos in its internal online publications and public media releases.
- h. Designate a representative to serve as the point of contact (POC) for this LOI. The POC from each party will communicate with each other through written correspondence, meetings and other mechanisms regarding program activities, training, development, and related work pertaining to cooperative activities pursued under this LOI.
- i. Agree that for purposes of this LOI, Personally Identifiable Information (PII) is defined as information that can be linked to a specific individual, including, without limitation, name, date of birth, home mailing address, telephone number, Social Security number, mother's maiden name, home email address, ZIP code, account numbers, certificate/license numbers, vehicle identifiers (including license plates), Uniform Resource Locators (URL), and Internet Protocol (IP) addresses.
- j. Not provide the PII it collects from Scouting America members to any entity for any purpose. The Auxiliary will not add the names and addresses of Scouting America members who take Auxiliary training to the Auxiliary database for mailing of its literature or use that PII for any purpose other than to track which Scouting America members have completed the training. The Auxiliary agrees that Scouting America members are not required to apply for membership in the Auxiliary in order to complete Auxiliary training.

- k. Require that all members of the Auxiliary who may interact with individual members of Scouting America under the age of 18 years complete and implement Scouting America Safeguarding Youth Training (aka, Youth Protection Training (YPT)) prior to such interaction as may be required by Coast Guard and Scouting America policies. This requirement does not apply to public education or public affairs activities that are provided to the general public. The Auxiliary will provide guidance to its members regarding registration procedures and record keeping.
- l. Agree that at no time will one Auxiliarist be alone with a member of Scouting America under the age of 18 years.

Scouting America will, at its discretion:

- a. Encourage Sea Scout Ships to promote the numerous areas of seamanship, maritime, and other training and orientation programs consistent with Coast Guard and Auxiliary budgetary considerations.
- b. Encourage unit leaders to initiate requests to their respective Auxiliary District Commodore or their designee for support such as classroom instruction and underway missions on Auxiliary facilities.
- c. Encourage attendance and promote among its members training programs and other events to be presented by the Auxiliary or jointly. This includes, without limitation, the Auxiliary boating safety courses, "Boat America," and "Boating Skills and Seamanship," or their replacement courses, which may be taken at regularly scheduled sessions offered to the public by local Auxiliary flotillas or may be presented at Scouting America unit locations such as Sea Scout Ship meetings.
- d. Encourage the development of Sea Scout Ships chartered to Auxiliary units pursuant to Auxiliary and Coast Guard policies. Any Sea Scouts or Sea Scout leaders who wish to become members of the Coast Guard Auxiliary must meet all Auxiliary membership eligibility criteria required by law and regulation, including, without limitation, background checks, payment of dues, and completion of any required training.
- e. Publicize training programs and other events in which the Auxiliary participates, through news releases, feature articles and photos submitted to external media, internal periodicals published by Scouting America, and training materials developed by Scouting America for its membership. Such items shall emphasize the partnership between the Parties in achieving their mutual goals.
- f. Be solely responsible for its Safeguarding Youth Training (aka, Youth Protection Training (YPT)) course and will use commercially reasonable efforts to safeguard all PII collected from Auxiliary members who open accounts and voluntarily take the course.

- g. Agree that for purposes of this LOI, PII is defined as information that can be linked to a specific individual, including, without limitation, name, date of birth, home mailing address, telephone number, Social Security number, mother's maiden name, home e-mail address, ZIP code, account numbers, certificate/license numbers, vehicle identifiers (including license plates), Uniform Resource Locators (URL), and Internet Protocol (IP) addresses.
 - h. Not provide the PII it collects from members of the Auxiliary to any entity for any purpose. Scouting America will not add the names and addresses of Auxiliary members who take the Safeguarding Youth Training (aka, Youth Protection Training (YPT)) course to the Scouting America database for mailing of its literature or use that PII for any purpose other than to track which Auxiliary members have completed the training. Scouting America agrees that Auxiliary members are not required to apply for membership in Scouting America in order to complete the Safeguarding Youth Training (aka, Youth Protection Training (YPT)) course.
 - i. Ensure that Scouting America local council or unit adult leadership accompanying the Scouts to any operational activity aboard an Auxiliary surface, air, or radio facility, collects a completed Scouting America *Activity Consent Form and Approval by Parents or Legal Guardian*, Form 680-673 (or most current version) from each non-Auxiliary participant under the age of 18 years, and turned over to the lead facility operator. The submission of said forms to the Auxiliary constitutes express consent by the Scout or Scouts' guardian(s) to the collection of PII. The PII may not be used by the Auxiliary for any other purpose.
 - j. Make this LOI known to its membership by posting it on its websites with news items and feature articles with photos, and by including it in its printed and online publications, public media releases, training materials, and recreational boating safety literature.
4. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
 5. NOTICE. Any notice or communication required or permitted under this LOI will be sufficient if delivered in person or by U.S. Mail, certified mail, return receipt requested, or electronically to the person immediately set forth below, or to such other address or party as one party may have furnished in writing to the other.
 6. POINTS OF CONTACT. The following individuals will be the points of contact for this LOI. Each Party may change its point of contact upon reasonable notice to the other Party. Changes to this section do not require a formal amendment to this LOI.

U.S. Coast Guard Auxiliary
 Bruce C. Johnson
 Deputy Director, Student Programs

Scouting America
 Tim Anderson
 National Director, Sea Scouts

National Staff
1744 Point No Point Drive
Annapolis, MD 21401
bruce.johnson@cgauxnet.us
Cell Phone: (410) 707-1682

National Council
1325 West Walnut Hill Lane
Irving, TX 75038
tim.anderson@scouting.org
Cell Phone: (972) 580-2483

7. ADDITIONAL PROVISIONS.

- a. Unless mutually agreed to by the parent organization's officials having authority to obligate funds, neither the Auxiliary nor Scouting America will charge costs stemming from its participation under this LOI to the other organization or its parent organization.
- b. Whenever adult and youth members of Scouting America participate in missions aboard an Auxiliary facility (boat, aircraft, or radio), the fact that each Auxiliary and adult Scouting America member has completed a Scouting America Safeguarding Youth Training (aka, Youth Protection Training (YPT)) course within the past two years shall be confirmed by the lead facility operator in accordance with the current standard operating procedure.
- c. The Parties acknowledge that all activities in furtherance of this endeavor must be in full compliance with applicable law and Coast Guard and Auxiliary regulations and policies. Scouting America agrees not to take any action involving or referencing the Auxiliary which is contrary to the same.
- d. Nothing in this LOI is intended to conflict with current law, regulations, policies, or directives of the Coast Guard, Auxiliary, or the Department of Homeland Security. If any term of this LOI is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this LOI shall remain in full force and effect.
- e. Scouting America agrees not to use the Coast Guard or the Auxiliary names, insignia, or logos without the express written consent of the Coast Guard or the Auxiliary, or to make any reference to the Coast Guard or the Auxiliary that is prohibited by law or regulation. The terms of this LOI provide a limited license to Scouting America for its use of the Auxiliary name or derivations thereof, insignias or logos in advising its members of the benefits of this LOI.
- f. The Auxiliary agrees not to use Scouting America's name, insignia, logos, or any other reference to Scouting America without Scouting America's prior written consent. The terms of this LOI provide a limited license to the Auxiliary for its use of Scouting America's name or derivations thereof, insignia and/or logos in advising its members of the benefits of this LOI.
- g. This LOI constitutes the entire understanding between the Parties. The Parties represent and warrant that their signatories have authority to represent them.

- h. This LOI does not create any right or benefit, substantive or procedural, enforceable at law or equity by any persons, whether or not a party to this LOI, against the Coast Guard, the Auxiliary, the Department of Homeland Security, Scouting America or their officers, employees, agents or contractors.
 - i. This LOI constitutes the entire understanding among the Parties. The Parties represent and warrant that their signatories have authority to represent them.
8. MODIFICATIONS. This LOI may not be modified in whole or in part without the written mutual consent of all Parties.
9. EFFECTIVE DATE. This LOI will become effective upon the last signature of the Parties.
10. TERMINATION. The terms of this LOI, as modified with the consent of the Parties, will remain in effect until terminated by any Party. Any Party may terminate this LOI upon sixty (60) days written notice to the other Party.
11. APPROVED BY.

For the U.S. Coast Guard:

Brent R. Schmadeke, CAPT

Printed Name: Captain Brent R. Schmadeke, U.S. Coast Guard
Position: Chief, Office of Auxiliary and Boating Safety (CG-BSX)

Date: 4 FEB 2025

12. ACKNOWLEDGED BY.

For the U.S. Coast Guard Auxiliary:

Mary Kirkwood

Printed Name: Commodore Mary L. Kirkwood
Position: National Commodore

Date: 2/4/25

For Scouting America, Inc.:

Salvatore P. Ciampo

Printed Name: Commodore Salvatore Ciampo
Position: National Sea Scout Commodore / Program Chair

Date: 2/14/2025