

Memorandum of Understanding between
United States Coast Guard
& Coast Guard Auxiliary Association, Inc.

I. PARTIES. The Parties to this Understanding (hereinafter, “Understanding”) are the United States Coast Guard (hereinafter, “Coast Guard”) and the Coast Guard Auxiliary Association, Inc. (hereinafter, “AuxA”).

II. AUTHORITY.

- A. The Coast Guard is authorized to enter into this Understanding under 14 U.S.C. § 3901, 14 U.S.C. § 4104, and 33 C.F.R. § 5.7.
- B. AuxA is authorized to enter into this Understanding pursuant to its By-Laws and policy set by its Board of Directors.

III. PURPOSE. To maximize efficient use of the Auxiliary National Supply Center (hereinafter, “ANSC”) warehouse at 1301 West 1st Street, Granite City, Illinois 62040 by permitting the AuxA to store materials in a designated area within the ANSC and conducting its associated warehouse activities within that facility.

IV. RESPONSIBILITIES. Specific activities to be conducted in accordance with this Understanding will be defined jointly by the Coast Guard and the AuxA to the extent allowed pursuant to the current ANSC contract and as resolved by the ANSC Contracting Officer’s Representative (hereinafter “COR”) whenever question or uncertainty exists about the contract’s terms and allowances.

A. The Coast Guard.

- 1. The Coast Guard will provide the AuxA with approximately 3,750 square feet of warehouse space for administrative office and stock storage purposes within the ANSC.
- 2. The Coast Guard will allow AuxA’s designees access to this space during normal business hours and as may otherwise be accommodated based upon an AuxA request submitted to and approved by the ANSC COR.
- 3. All AuxA coordination, storing, tracking, and administrative task requests will also be subject to ANSC COR approval.

B. AuxA.

- 1. AuxA will operate within its designated spaces in accordance with provisions of the ANSC contract and this Understanding.

2. AuxA will provide and be responsible for its own warehousing equipment and machinery, will comply with all rules and regulations, and will act in compliance with the ANSC contract as overseen by the ANSC COR.
3. AuxA will provide its own logistics and materials necessary to run its administration and operations, and be responsible for the requisitioning and delivery of said logistics and materials.
4. AuxA will be responsible for maintaining the organization, material condition, and cleanliness of its designated spaces and materials stored within them.
5. AuxA will abide by all Coast Guard regulations and policies (e.g., housekeeping; storage; safety; facility; workplace behavior) as overseen by the ANSC COR, and its spaces and stocks shall be subject to at least one annual physical inspection by the ANSC COR.
6. Non-compliance with the provisions of this Understanding may result in the imposition of limitations or restrictions on AuxA presence and activities in the ANSC pursuant to this Understanding.

V. REPORTING AND DOCUMENTATION. AuxA will provide the ANSC COR with an annual report within 30 days of the end of its fiscal year inventorying its services (e.g., phone lines), equipment, and stored materials in the ANSC pursuant to this Understanding.

VI. POINTS OF CONTACT. The following individuals or their successors will be the points of contact for this Understanding and will endeavor to promptly address concerns that may arise on issues under this Understanding. The Parties agree that if there is a change in the information in this section, the Party making the change will notify the other Parties in writing of such change. Changes to this section do not require a formal amendment to this Understanding.

U.S. Coast Guard

Zigmond R. Wilson
ANSC Contracting Officer's Representative
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Coast Guard Auxiliary Association, Inc.

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VII. MODIFICATION. This Understanding may not be modified except upon the mutual written consent of the Parties.

VIII. EFFECTIVE DATE. The terms of this Understanding will become effective on the date it is signed by the final signatory.

IX. TERMINATION. The terms of this Understanding will remain in effect for five years from

the effective date and may be extended for additional five year periods by mutual written agreement of the Parties. Any Party upon 90 days written notice to the others may terminate this Understanding.

X. OTHER PROVISIONS.

- A. The Parties acknowledge that all activities in furtherance of this endeavor must be in full compliance with applicable law and Coast Guard regulations and policies.
- B. Nothing in this Understanding is intended to conflict with current law, regulations, policies, or directives of the Coast Guard or Department of Homeland Security. If any term of this Understanding is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Understanding shall remain in full force and effect.
- C. This Understanding constitutes the entire understandings between the Parties. The Parties represent and warrant that their signatories have authority to represent them.
- D. This Understanding 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 Understanding, against the Coast Guard, Department of Homeland Security, or their officers, employees, agents or contractors.

IN WITNESS WHEREOF, each of the Parties has caused this Understanding to be executed on the date shown:

United States Coast Guard

By: Scott L. Johnson /s/ 9/14/2020
Scott L. Johnson Date
Captain, U.S. Coast Guard
Chief, Coast Guard Office of Auxiliary and Boating Safety (CG-BSX)

Coast Guard Auxiliary Association, Inc.

By: Vincent T. Pica /s/ 9/11/2020
Vincent T. Pica Date
President

Enclosure: ANSC Contract (MCX047)