

Memorandum of Agreement

This Memorandum of Agreement (“MOA”) is made and entered into as of the 19th of February 2014, by and among the National Coast Guard Museum Association, Inc. (“NCGMA”), the City of New London, the United States Coast Guard (“USCG”), and the State of Connecticut (hereafter collectively referred to as “Parties”). This MOA is entered into as an expression of mutual intent and shared goals of the Parties and contemplates the future negotiation and execution of binding documentation by, between, or among, the Parties to achieve said goals.

WHEREAS, the Parties are interested and committed to the coordinated development of a world class National Coast Guard Museum and supporting facilities (“Museum”) to educate the public about the USCG’s rich maritime heritage and unique 224 years of protecting America from threats delivered by the sea, protecting those on the sea, and protecting the sea itself, in times of war and peace; and

WHEREAS, the State of Connecticut and the City of New London share in the distinguished military history and leadership of the USCG, serving as the site of the USCG Academy since its original establishment at Fort Trumbull and in the City of New London; and

WHEREAS, 14 U.S.C. § 98 authorizes the Commandant of the USCG to establish a National Coast Guard Museum on “. . . lands which will be federally owned and administered by the Coast Guard, and are located in New London, Connecticut, at, or in close proximity to, the Coast Guard Academy;” and

WHEREAS, the NCGMA was formed to fund and construct a National Coast Guard Museum, USCG being the only branch of the armed forces without a national museum; and

WHEREAS, the NCGMA intends to convey the Museum to the Coast Guard by gift upon completion of its construction; and

WHEREAS, the State of Connecticut is committed to improving transportation facilities and services, promoting tourism and economic

development, especially regarding maritime activities, and further seeks to showcase the State's maritime traditions through the Museum; and

WHEREAS, the City of New London desires to host the Museum as a hub to entertain and educate visitors from around the world, and is further interested in and authorized to convey a parcel of land ("Museum Parcel"), owned by the City of New London, located at the end of Waterfront Park in downtown New London, adjacent to, and/or including a portion of, the City Promenade, for the site of the Museum; and

WHEREAS, although the USCG has determined that the proposed Museum Parcel appears to meet many of the criteria under consideration, it cannot reach a final decision concerning whether or not to accept a gift of the Museum Parcel, or Museum proposed to be located on said site, prior to the conclusion of the site analysis; and

WHEREAS, in light of the aforesaid, the USCG views the Museum Parcel as a preferred site for the location of the National Coast Guard Museum; and

WHEREAS, the support of the City of New London and its citizens, civic groups, and businesses, especially concerning the special interests of Union Station and the Cross Sound Ferry in the proposed Museum Parcel, is crucial to the success of the Museum project;

NOW THEREFORE, the Parties agree as follows to advance the Museum project:

1. The Parties shall work cooperatively toward the timely and coordinated development of the Museum Parcel.

2. The City of New London and State of Connecticut agree to support and assist NCGMA with the development, design review and approval of Museum plans and specifications for the proposed site of the Museum and to assist with the coordination of local development to support the Museum project, including, consistent with applicable law, expediting any required permits, variances, zoning, and other approvals within their respective jurisdictions. Further, the Connecticut Department of Transportation will take the lead coordinating this project with AMTRAK and other rail users.

3. The City of New London agrees to be the primary interlocutor with local officials, property owners, and businesses to coordinate support for the Museum and help resolve potential issues that may affect construction and design.

4. The State of Connecticut will help coordinate, support, and advise on ancillary work associated with the Museum project, including property purchases, feasibility studies, traffic redesigns, rail transportation concerns, parking needs assessments, and other components of the project.

5. The City of New London agrees that it will offer to convey the proposed Museum Parcel to the USCG by gift.

6. USCG environmental professionals will prepare and complete the appropriate level of environmental analysis in compliance with all applicable law and USCG procedures for the gift offer and proposed future use of the Museum Parcel.

7. The USCG will enter into such agreements as may be necessary or appropriate to authorize the NCGMA to construct the Museum on the Museum Parcel in the event that the USCG accepts the gift of the Museum Parcel.

8. NCGMA will begin a fundraising campaign to raise sufficient capital for the design, construction, and engineering of the Museum.

9. The State of Connecticut will pursue a funding commitment of an amount not to exceed \$20 million for development and construction of the Museum, which in part will support construction of a pedestrian bridge across the railroad tracks for access to the Museum Parcel and the Cross Sound Ferry terminal. This funding will be provided to the NCGMA for use by and through the NCGMA for the Museum project under an Assistance Agreement with the Connecticut Department of Economic and Community Development to be negotiated upon mutually agreeable terms and conditions. The final funding commitment, tender of funding, and acceptance of the funding by the NCGMA will be dependent on development and review of the detailed financing plan for the entire Museum project.

10. The Parties agree that construction of a pedestrian bridge is inextricably linked to access to and operation of the Museum, the Cross Sound Ferry terminal, and the Union Station. The bridge is an integral element of the integrated Museum project and the permitting, design and engineering process that must be coordinated. The City of New London will retain ownership of the pedestrian bridge following construction.

11. USCG will assess the need for updating the Museum funding plan in accordance with 14 U.S.C. § 98, and, if such update is required, the Parties agree to cooperate in providing necessary data to complete that plan.

12. The Parties will work cooperatively to seek a location to provide for the mooring of the USCGC EAGLE in close proximity to the proposed Museum.

13. USCG may investigate, with the cooperation of the Parties, efforts to locate other USCG activities at the Museum, such as a USCG Heritage and History Center.

14. Upon execution of the MOA, the Parties shall timely commence and diligently pursue the final negotiation and documentation necessary to effect the goals stated herein, including, but not limited to, the following actions: (a) formal offer by the City of New London to convey by gift the proposed Museum Parcel to USCG; (b) due deliberation by USCG of environmental review and any due diligence reports that may be required by law; (c) acceptance of the gift offer by the USCG, contingent upon successful completion of all due diligence and a determination that all of the potential impacts upon the human environment have been considered; (d) issuance of a license or other instrument, by the USCG to the NCGMA authorizing construction of the Museum on the Museum Parcel; (e) a development agreement by and between the City of New London and NCGMA for the development of the Museum; and (f) a Cooperation Agreement by and between the City of New London, and NCGMA for coordination of permitting, construction, and future operation of the Museum, including public access and maintenance agreements between necessary parties for the pedestrian bridge referenced in Paragraph 10, above.

15. The Parties will use their best efforts to pursue expeditiously their respective responsibilities in the MOA.

16. Upon execution of this MOA, the Parties will provide, and update as necessary, primary points of contact for the Museum project. Understanding that the Parties each will have several subject matter experts for different aspects of the project, the points of contact will be responsible for overseeing the coordination and collaboration expressed herein.

17. This MOA does not create any right or benefit, substantive or procedural, enforceable in law or equity, by persons who are not employed by or officials of Parties to this MOA, against any Party, their officers or employees, or any other person. This MOA does not direct or apply to any person outside the signatory Parties to this MOA.

18. As required by the Antideficiency Act, 31 U.S.C. §§ 1341 and 1342, all commitments made by Parties in this MOA are subject to the availability of appropriated funds and budget priorities. Nothing in this MOA, in and of itself, obligates the signatory Parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds or property between the Parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements, and become final after all approvals have been obtained and any and all appeal rights have been exhausted.

19. This MOA becomes operative upon the signature of all the Parties. This MOA may be extended or modified, at any time by the mutual written consent of the Parties. Additionally, a Party may discontinue its participation in this MOA at any time by providing written notice to the other Parties, at least 90 days in advance of the desired discontinuation date.

20. This MOA supersedes the MOA entered into on April 28, 2006, between USCG, NCGMA, State of Connecticut, New London Development Corporation, and Corcoran Jennison Company, Inc. concerning construction of the Museum. Nothing in this MOA is intended to conflict with current law, regulations, or directives of USCG, the Department of Homeland Security, the City of New London, State of Connecticut, or United States of America, or the Articles and Bylaws of the NCGMA.

STATE OF CONNECTICUT

By: [Signature]
Dannel P. Malloy
Governor

Date: 2/19/2014

CITY OF NEW LONDON

By: [Signature]
Daryl Justin Finizio
Mayor

Date: 2/19/14

UNITED STATES COAST GUARD

By: [Signature]
Admiral Robert J. Papp, Jr.
Commandant

Date: 19 FEB 2014

NATIONAL COAST GUARD MUSEUM ASSOCIATION, INC.

By: [Signature]
James J. Coleman, Jr.
Chairman

Date: 2/19/14

