

UNITED STATES COAST GUARD TERMS AND CONDITIONS
U.S. DEPARTMENT OF HOMELAND SECURITY/UNITED STATES COAST GUARD
AND
THE NATIONAL COAST GUARD MUSEUM ASSOCIATION, INC
ENTER INTO THIS COOPERATIVE AGREEMENT FOR
CONSTRUCTION OF THE NATIONAL COAST GUARD MUSEUM

The United States of America (herein called the Government), acting through the United States Coast Guard pursuant to Section 232 of Pub. L. 117-103, Consolidated Appropriations Act 2022 (H.R. 2471), agrees to provide federal financial assistance in the amount of \$50,000,000 for expenses incurred in accomplishing the National Coast Guard Museum construction objectives described in the application of the National Coast Guard Museum Association, Inc. (herein called the Applicant or Association), subject to the following:

A. Purpose of Assistance. The purpose of the assistance is to construct the National Coast Guard Museum (herein called the Museum) and to advance the directives to construct the Museum per 14 U.S.C. § 316.

B. Allocation. To assist the Association in financing construction of the Museum, the Government agrees to allocate and distribute to the Association the sum of \$50,000,000, in accordance with Section 232 of Pub. L. 117-103, Consolidated Appropriations Act 2022 (H.R. 2471), the Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) for Assistance Listing Number 97.140, and the approved budget submitted with the Association's application. The start date of this grant is August 31, 2023. The end date is December 31, 2025.

1. Such allocation and distribution are contingent upon the Association providing required written procedures and budget and funding plan updates in accordance with the special terms and conditions herein and 2 CFR §200.308 requirements for approval of changes.

2. Approval of each payment is contingent upon (a) the Applicant submitting all reports and complying fully with the award terms and conditions and (b) the Coast Guard determination that cash is being made available only in accordance with project disbursement needs, project milestones, and in accordance with 2 CFR §200.305.

3. Payment requests shall be made as needed through Automated Standards Application for Payments (ASAP). A percentage progress report consistent with the updated work plan, approved updated budget, and schedule of values shall concurrently be emailed to CG-0923M for review and approval prior to funds transfer.

4. Payment Distribution will be via payment request in ASAP.

5. Amounts received by the Applicant shall be used to carry out the objectives listed in the NOFO and to construct the Museum.

6. The Association may request payment for authorized and allowable activities directly associated with the objectives of the NOFO occurring prior to this award (pre-award costs) in

accordance with 2 CFR §200.458. Recipient assumes the risk of denial of requests for costs incurred prior to award that are unauthorized or unallowable in accordance with the NOFO and 2 CFR Part 200.

7. No subawards of this award will be made.

C. Construction Project. The Applicant agrees to undertake and complete the approved objectives and activities listed in the NOFO and in accordance with these terms and conditions. The Association certifies to the U.S. Coast Guard that its construction project:

1. Complies with the 2018 International Building Code, 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, 2004 Architectural Barriers Act (ABA) Accessibility Standards (with 2013 amendment), 2017 National Electric Code, all relevant 2018 NFPA codes, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Energy Conservation Code, 2014 Coast Guard Civil Engineering Manual, Chapter 8, 2018 International Fire Code, Elevators – ASME A17.1-2016/CSA B44-16, Flood Hazard – 2005 ASCE 24, FEMA – Technical Bulletins 0-11, Seismic – 2016 ASCE 7.

2. Is subject to this cooperative agreement with the Coast Guard that provides for terms and conditions of the Coast Guard's substantial involvement with the National Coast Guard Museum Association as it carries out activities related to construction under the award.

3. Will be executed in accordance with any applicable Memoranda of Agreement/ Memoranda of Understanding, licenses and permits and local, state, and federal statutory and regulatory requirements.

D. Assurances. The Applicant hereby assures and certifies that it will comply with all requirements imposed by the Coast Guard concerning Federal regulations, including 2 CFR 200—Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (herein called 2 CFR Part 200), policies, program guidelines and requirements, and other administration requirements, as they relate to the acceptance and use of Federal funds for this project. The Applicant also assures and certifies to the Coast Guard that:

1. The Applicant's drawing or requesting project funds indicates acceptance of this award and its associated terms and conditions. If the Applicant cannot accept this award, including the legal obligation to perform in accordance with its provisions, the Applicant should notify the Coast Guard Grant Officer immediately upon receipt of this award. If resolution cannot be reached, the Coast Guard Grant Officer will void the award.

2. It will comply with all programmatic, reporting, and other requirements as published in the NOFO, 2 CFR Part 200 and herein according to the provided due dates.

3. It will give any authorized representative of the Coast Guard or the Comptroller General access to and the right to examine all financial records, books, papers, and/or documents related to the construction costs expended against the Federal Grant assistance.

4. It will comply with the Department of Homeland Security's Standard Terms and Conditions attached hereto, available at FY2023 DHS Standard Terms and Conditions and in effect at the time of this award.

The following special terms and conditions do not apply to this award: FY2023 DHS Standard Terms and Conditions sections C.VII Civil Rights Act of 1968, C.VIII Copyright, C.XII

Education Amendments of 1972, C.XIII E.O. 14074, C.XIX Hotel and Motel Fire Safety Act of 1990, C.XXI Limited English Proficiency, C.XXIV Nondiscrimination in Matters Pertaining to Faith-Based Organizations, C.XXVII Patents and Intellectual Property Rights, C.XXVIII Procurement of Recovered Materials, and C.XXXIII SAFECOM.

5. It will attend a mandatory meeting to learn and review the programmatic and financial requirements and processes of the grant program.

6. It will establish and maintain administrative and fiscal practices and policies that conform to Generally Accepted Accounting Principles standards. The Applicant will ensure that the accounting system and related controls are operating effectively, that it will maintain adequate records, that allocated funds are being controlled and expended in accordance with these terms and conditions, and that receipt and expenditure of the funds can be audited without difficulty. The Applicant is required to maintain all accounting records pertaining to subcontractors that are hired.

7. It will comply with applicable record retention requirements in accordance with 2 CFR §200.334.

8. It will make outlays of allocated Federal funds in general conformity with the proposed actions and estimated costs listed in the approved budget. It will ensure that timelines are met, objectives are accomplished, and other performance goals are achieved. An updated budget with associated timelines for milestones and subtasks will be provided as soon as construction contracts for each phase of work are finalized. Substantial deviations from the proposed schedule of actions and costs must be approved by the Coast Guard to qualify for payment.

9. It will request in writing approval from the Coast Guard for any qualifying revisions to the approved objectives, activities, schedules, design, and/or budget. Revisions should be made in accordance with 2 CFR §200.308 Revision of budget and program plans.

10. It will ensure that program costs are allowable under 2 CFR Part 200.

11. It will earn income to defray program costs where appropriate. The Coast Guard authorizes program income per the addition method as defined by 2 CFR §200.307(e)(2). Program income (as defined in 2 CFR §200.1) must be used for allowable and approved grant activities, and it must be expended prior to the end of the project period. Applicants are encouraged to spend program income first before requesting additional grant funds.

12. It will comply with all applicable Federal audit requirements in accordance 2 CFR Part 200. It will notify the Coast Guard of any audit report performed on the Applicant's account(s) within 30 days of receipt of such report. All audit reports must be transmitted via the Federal Audit Clearing House, available at <https://facides.census.gov/Account/Login.aspx>.

13. It will comply with all applicable Federal environmental laws and regulations, including all provisions of the Final Supplemental Environmental Assessment, dated 31May2022, and the Finding of No Significant Impact, dated 21Jul2022, as required by the National Environmental Policy Act (42 U.S.C. 4321 et seq.), the regulations at 40 CFR 1500–1508, and E.O. 12114, including all consultation requirements and agreements within these documents or related documents, relevant to the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), Migratory Bird Treaty Act 16 U.S.C. 703-712, Endangered Species Act 16 U.S.C. 1531-1544, National Historic Preservation Act Pub. L. No. 89-665, as amended by Pub. L. No. 96-515, Marine Mammal Protection Act 16 U.S.C. 1361 et seq., Magnuson-Stevens Fishery

Conservation and Management Act 16 U.S.C. 1801 et seq. and the Essential Fish Habitat study, and the Clean Water Act Section 401/404 permits.

The laws and regulations identified in this section may be repeated below as they relate specifically to the award of this grant. Further, the following sections are not intended to be a complete list of all applicable laws and regulations.

14. It will comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).

15. It will comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.

16. It will immediately identify to Coast Guard, as the Federal awarding agency, any potential impact that it finds this award may have on:

- a. Flood-prone areas and remedy the circumstance to comply with the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- b. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores and provide help Coast Guard may need to comply with the Coastal Barrier Resources Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- c. Any existing or proposed component of the National Wild and Scenic Rivers system and provide any help Coast Guard may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- d. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and in wellhead protection areas and provide any help Coast Guard may need to comply with the Safe Drinking Water Act (42 U.S.C. 300f et seq.).

17. It will comply fully with the Endangered Species Act of 1973, as amended (ESA, at 16 U.S.C. 1531 et seq.), and implementing regulations of the Departments of the Interior (50 CFR parts 10–24) and Commerce (50 CFR parts 217–227). The Association also must provide any help Coast Guard may need in complying with the consultation requirements of ESA section 7 (16 U.S.C. 1536) applicable to Federal agencies or any regulatory authorization Coast Guard may need based on the award of this grant. This is not in lieu of responsibilities the Association has to comply with provisions of the Act that apply directly to it as a U.S. entity, independent of receiving this award.

18. It will comply with the Marine Mammal Protection Act of 1972, as amended (MMPA, at 16 U.S.C. 1361 et seq.) and provide any assistance Coast Guard may need in obtaining any required MMPA permit based on an award of this grant.

19. By signing this agreement, the Association certifies that flood insurance has been or will be obtained in accordance with the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a.

20. It will comply with insurance coverage requirements in 2 CFR §200.310 for real property and equipment acquired or improved with Federal funds.

21. It will, at a minimum, comply with the bonding requirements under 2 CFR §200.326 to have a bid guarantee from each bidder equivalent to 5% of the bid price; a performance bond on the part of the contractor for 100% of contract price; and a payment bond by the contractor for 100% of the contract price.

22. It will comply with requirements to maintain its registration in SAM.gov and notify the Coast Guard of any changes to its UEI or other elements in SAM.gov as required by 2 CFR Part 200 Appendix XII and 41 USC 2313.

23. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended, which stipulates that no person in the United States shall, on the ground 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 Applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. It will sign a certification to this effect.

24. It will comply with the Federal requirements for drug-free workplace certification as contained in 2 CFR Part 182, including: (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (2) Establishing a drug-free awareness program for its employees and/or agents; (3) Making it a requirement that each employee/agent engaged in the performance of the grant be given a copy of the awareness program; and (4) Taking appropriate follow-up action when violations occur.

25. It will comply with the Federal requirements for prohibition or disclosure of lobbying activities as contained in Section 319 of Public Law 101-121.

26. It is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal financial assistance programs or activities.

27. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives, the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

28. It will act responsibly in matters of safety and shall take all reasonable safety measures in performing project activities, and comply with all applicable Federal, state, and local laws and regulations governing safety, health, and sanitation.

29. It will administer the award following the federal regulations defined in 2 CFR Part 200 unless otherwise superseded by programmatic statute.

E. Payment Grant payments are based on work completed or services rendered. Coast Guard will review percentage progress reports submitted by Applicant for timely payment in accordance with 2 CFR §200.305. Coast Guard will approve transfer of funds for all authorized costs. Applicant shall disburse funds in accordance with 2 CFR §200.305.

F. Program Income is to be spent on allowable construction expenditures.

G. Expenditures:

1. Applicants must keep financial records, including all documents supporting entries on accounting records and to substantiate changes in work plans and budgets to personnel authorized to examine Applicant's grant and cooperative agreement records.
2. Applicant must maintain a system able to identify all Federal awards received and expended according to Assistance Listing title and number, Federal Award Identification Number (FAIN) and year, and name of Federal agency. Furthermore, Applicant must be able to identify the source and application of funds to federally funded activities and be able to compare expenditures to budgeted amounts.
3. Applicants must maintain all records for 3 years from the date of submission of final expenditure reports as required by 2 CFR §200.334. If questions, such as those raised because of audits remain following the 3-year period, Applicants must retain records until the matter is completely resolved.
4. Federal funding is to be spent on direct construction costs only. Indirect costs are not allowed.

H. Reporting: The Applicant will provide quarterly reporting as described in the NOFO and herein:

1. Reports on milestones shall also include source of funds applied to federally funded activities.

I. Substantial Involvement: The Applicant and Coast Guard have agreed on the following definitions of substantial involvement.

1. The USCG will:
 - a. Submit any proposed changes through the established comment and change request process; limited to changes to systems including, but not restricted to, air flow, electrical distribution, and plumbing and fire suppression systems to facilitate the preferred final exhibit layout.
 - b. Approve/disapprove any changes proposed by NCGMA to approved final conforming set construction documents that impact maintainability of the building by the USCG.
 - c. Participate in the bid review and approval process with NCGMA, including but not limited to include concur/non-concur on deviations from the specifications "Basis of Design" for the selected component or piece of equipment to ensure building envelope performance (BEP) and mechanical/electrical/plumbing (MEP) building systems that are maintainable by the USCG.
2. The Association will:
 - a. Establish a comment and change request process. Discuss with the USCG requested changes to systems including, but not limited to, air flow, electrical distribution, and plumbing and fire suppression systems to facilitate preferred final exhibit layout.
 - b. Receive USCG approval of any changes to approved final conforming set construction documents that impact maintainability of the building by the USCG.

c. Incorporate USCG into bid review and approval process, including but not limited to concur/non-concur on deviations from the specifications "Basis of Design" for the selected component or piece of equipment to BEP and MEP.

d. Provide timely reporting of unexpected discoveries (i.e., human remains, indigenous materials, unexpected materials that alter process).

As per the cooperative agreement, as defined by 2 C.F.R. § 200.1, and consistent with the Federal Grant and Cooperative Agreement Act of 1977 (Pub. L. No. 95-224), (31 U.S.C. §§ 6301-6308), the USCG can pause related construction activity if these requirements are not met; however, the USCG may not unreasonably delay engagement with the recipient to cause the recipient to incur additional costs. The intent is to maintain close coordination between NCGMA and the USCG during the building construction and exhibit fabrication process. USCG approval and concurrence will not be withheld without justification based on unacceptable impact to exhibit design, fabrication and installation and/or imposition of substantial long-term, ongoing maintenance and/or operation costs to the USCG upon transfer of ownership of museum building to the USCG. Changes to approved building design are not the default action when coordination issues arise between building and final exhibit fabrication. The USCG will not knowingly take any steps to cause the NCGMA to be non-compliant with issued permit requirements.

J. Special Terms and Conditions:

1. Submit final written procedures for the following:

- a. Financial Management (include documentation of system to comply with 2 CFR §200.302)
- b. Procurement
- c. Federal Payment Receipt and Disbursement
- d. Record Retention
- e. Contractor Compliance Oversight
- f. Single Audit

These written procedures must be submitted in final form prior to any transfer of funds to the Association per 2 CFR Part 200. Once submitted this condition of award is complete.

2. Submit updated work plan reflecting Guaranteed Maximum Price numbers (budgeted amounts) for construction milestones and subtasks, funds source and source allocation, and additional completion dates for milestones and subtasks. This should include a schedule of values for the project.

K. Performance Measures:

1. Number of monitoring or oversight actions by recipient to validate contractor compliance (listed by specific compliance measure).
2. Number/percentage of completed milestones noting timeliness of completion according to submitted work plan.
3. Percentage of accrued financial obligations satisfied within prescribed payment period.
4. Percentage of project milestones, individual items, and services within Guaranteed Maximum Price noting percentage deviation of costs above/below price.

5. Number/percentage of industry standard quality control/completion inspections and/or tests completed (indicate pass/fail result).
6. The Association will submit quarterly program performance and financial reports in accordance with the NOFO reporting requirements and performance measures.
7. The Coast Guard will actively monitor progress against these performance measures and approved work plans using required quarterly reporting, desk reviews and site visits.
8. The Coast Guard will report annually on accomplishments related to the grant program based on the performance measures and reported data.
9. The Coast Guard will make changes to the program in accordance with its annual review of progress on the performance measures.

L. Extension: To request an extension of the period of performance, the Association shall submit a request for extension no later than 30 days prior to the period of performance end date. Extensions will be granted as long as delays necessitating an extension are not the result of any misconduct per 2 CFR Part 200 by the Applicant.

M. Audit: Per the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, nonfederal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year.

1. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503.
2. Grants and cooperative agreements are subject to inspections and audits by the Comptroller General of the United States, the DHS Office of Inspector General, other USCG staff, or any authorized representative of the Federal government.
3. Reviews by the NCGM Project Officer and the Grants Specialist may occur each year.

N. Enforcement:

1. Failure to comply with all terms and conditions of the award may result in withholding of funds and/or termination of this agreement. 2 CFR § 200.339.

O. Certification:

In witness whereof, the Association has caused this Agreement to be executed on its behalf and thereafter the Government has caused it to be executed on its behalf:

UNITED STATES COAST GUARD

BY  (Date) August 31, 2023


VICE COMMANDANT
U.S. COAST GUARD

NATIONAL COAST GUARD MUSEUM ASSOCIATION, INC

B  (Date) 1 SEP 2023

(Title) President