

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION AND THE
JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT**

This Memorandum of Agreement (“Agreement”) is entered into as of the date last executed (the “Effective Date”) by and between the Department of Energy and Environmental Protection (“DEEP”) and the Joint Committee on Legislative Management (“JCLM”) of the Connecticut General Assembly, both of which are collectively referred to as the Parties and is intended to be a binding agreement signed under the authority of Sections 22a-6 and 2-71b of the Connecticut General Statutes. This Agreement is intended to address the care, maintenance and operation of the Old State House located at 800 Main Street in Hartford (the “Old State House”).

Whereas, Public Act 07-4 of the June 2007 Special Session granted JCLM the authority to enter into a lease with the City of Hartford to assume custody and control of the Old State House;

Whereas, JCLM exercised this authority and leased the Old State House from the City of Hartford effective July 25, 2008;

Whereas, JCLM is responsible under said lease for the continued care, maintenance and operation, of the Old State House, as well as for any educational and community programming that occurs there;

Whereas, JCLM was directed by the General Assembly in section 40 of Public Act 16-3 of the May 2016 Special Session (“Sec. 40 of the 2016 Public Act”) to enter into a lease or sublease with DEEP for the care, maintenance, and operation of the Old State House;

Whereas, Sec. 40 of the 2016 Public Act also provided that, upon execution of such lease or sublease, DEEP shall be responsible for care, maintenance, and operation of the Old State House;

Whereas, DEEP and JCLM have not executed a lease or sublease, and as a result, DEEP has not assumed responsibility for care, maintenance, and operation of the Old State House in accordance with Sec. 40 of the 2016 Public Act;

Whereas, JCLM continues to meet its lease obligations and incur associated costs related to care, maintenance and operation of the Old State House; and

Whereas, DEEP and JCLM mutually agree that as long as JCLM continues to care for, maintain and operate the Old State House DEEP shall transfer funds earmarked for the Old State House to JCLM so that JCLM may continue to operate the Old State House as a public resource.

NOW, THEREFORE, in consideration of the mutual covenants and provisions within this Agreement, the receipt and sufficiency of which are acknowledged by the execution of this Agreement, the Parties agree to the continued operation of the Old State House in accordance with the following terms and conditions:

1. JCLM, through the Office of Legislative Management, will continue to meet its existing lease obligations to the City of Hartford and continue to provide for building security, utilities, and interior and exterior maintenance of the Old State House.
2. JCLM will continue to be solely responsible for any and all of its contractual obligations related to its management of the Old State House, including but not limited to contracts related to property and equipment maintenance, loans of art and artifacts, and educational programming.
3. In consideration of JCLM's continuing to care for, maintain and operate the Old State House DEEP will transfer to JCLM \$400,000 from DEEP's General Fund appropriation identified as funds earmarked or otherwise dedicated to the Old State House for the purpose of JCLM's existing lease obligations for the care, maintenance, and operation of the Old State House and associated contractual obligations. Funding in the amount of \$400,000 will be transferred from DEEP to JCLM upon receipt of an interagency transfer invoice prepared by JCLM upon final execution of this MOA.
4. In further consideration of JCLM's continuing to care for, maintain and operate the Old State House and except as provided in paragraph 5 of this Agreement, DEEP relinquishes any right it has to any funds remaining in an account identified in Section 75 of PA 16-3 of the May 2016 Special Session as the Old State House Non-Lapsing Account or in an account maintained by JCLM and identified in the state accounting system as JCLM Lease Transition (12060-35609).
5. If at any time a lease or sublease is executed between JCLM and DEEP and, as a result, DEEP becomes responsible for care, maintenance, and operation of the Old State House in accordance with Sec. 40 of the 2016 Public Act and the terms of such lease or sublease, then the balance of any funds transferred to JCLM in accordance with paragraph 3 of this Agreement and the balance of any funds in the accounts identified as the Old State House Non-Lapsing Account and JCLM Lease Transition (12060-35609) shall be returned to DEEP through an appropriate transfer mechanism in the state accounting system.
6. The Agreement shall begin on the effective date and continue in full force and effect until its termination by repeal of Sec. 40 and Sec. 75 of the 2016 Public Act or if both parties mutually agree to terminate this MOA.
7. Notice and Contacts
The following individuals will serve as primary contacts for Parties under this Agreement:

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

James P. Tracy
James P. Tracy
Executive Director
Joint Committee on Legislative Management

Date: 9/30/16

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS. CITY OF HARTFORD

The foregoing instrument was acknowledged before me this 30th day of September, 2016, by James P. Tracy, Executive Director of the Joint Committee on Legislative Management, Connecticut General Assembly.

Sandra Forte
~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires

SANDRA FORTE'
NOTARY PUBLIC OF CONNECTICUT
ID # 167815
My Commission Expires 10/31/2019