

**MEMORANDUM OF UNDERSTANDING**  
**CITY OF HAMPTON, VIRGINIA AND CITY OF NEWPORT NEWS, VIRGINIA**  
**Central Newmarket Creek Flood Mitigation Study, EMP-2022-FM-008-003**  
**Implementation and Local Match Cost-Share**

This **MEMORANDUM OF UNDERSTANDING** (the “Memorandum”) is made by and between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (“Hampton”), and the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (“Newport News”), (collectively, the “Parties”) to identify the roles and responsibilities of the Parties regarding the implementation and local match cost-share for the Central Newmarket Creek Flood Mitigation Study, EMP-2022-FM-008-003 (the “Project”).

**RECITALS**

WHEREAS, on October 13, 2022, Hampton submitted a grant application for the Project to the Federal Emergency Management Agency (FEMA) and the Virginia Department of Emergency Management (VDEM), requesting federal and state funding in the amount of \$810,000 with \$90,000 local match (for a total project cost of \$900,000) (the “Grant Application”);

WHEREAS, a letter of support from Newport News, dated October 5, 2022, was included in the Grant Application which provided authorization for submission of the Grant Application, stated Newport News’ intent to enter into a formal Memorandum of Understanding for implementation and cost-sharing with Hampton if the grant was awarded, and certified that Newport News had dedicated sufficient matching funds (the “Newport News Letter”);

WHEREAS, by letter dated August 13, 2024 (the “Award Letter”), VDEM notified Hampton that FEMA had approved the Project with an award that provided federal and state funding in the amount of \$570,000 with \$190,000 local match (for a total project cost of \$760,000) (the “FEMA/VDEM Grant Funding”); and

WHEREAS, the Parties desire to enter into this Memorandum to identify the roles and responsibilities of the Parties regarding the implementation and local match cost-share for the Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Project. The Project shall be a targeted and holistic, community-engaged study of the area in an effort to build resilience on either side of the City line. The Parties plan to hire a consultant team to support implementation of this study, which is expected to require approximately 36 months to complete. Work shall include surveying and data collection; hydrologic and hydraulic modeling, environmental and historical studies; community outreach and engagement, compliance and reporting activities; benefit-cost analyses; and project scope development.

2. Term. The terms and conditions of this Memorandum shall remain in force and effect until the terms and conditions of any FEMA/VDEM Grant Funding received by Hampton, including, but not limited to, ongoing compliance obligations under the FEMA/VDEM Grant Funding rules, expire.
3. FEMA/VDEM Grant Funding Recipient. Hampton shall be responsible for the receipt of the FEMA/VDEM Grant Funding and for the proper expenditure of these funds and shall be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant. Newport News shall assist Hampton in the completion of these duties as may be necessary.
4. Development of RFP. The Parties shall coordinate on the development of a Request for Proposals to solicit bidders to apply for a contract to complete the scoping activity, as described in the Grant Application. Hampton shall publicize and manage this consultant directly, with input and support from Newport News as described below. Hampton will work with Newport News to select a successful bidder based, in part, on the bidder's demonstrated ability to provide a suite of expertise and knowledge relevant to the scoping activity, either through their own capabilities, and/or by partnering with sub-contractors.
5. Primary Project Manager and Point of Contact. Hampton shall provide a project manager from Hampton's Public Works Engineering Division to serve as the primary project manager. This individual shall be responsible for providing direct oversight to the selected consultant team. Newport News shall designate a point of contact that shall collaborate closely with the primary project manager to ensure project deliverables are provided on time, and the work is completed within the specified budget. The primary project manager shall be responsible for adhering to grant reporting deadlines and shall serve as the primary point of contact to the Virginia Department of Emergency Management regarding implementation of this grant. Communications between the Parties shall be between the following contacts.
  - a. **Hampton Contact:**  
Scott Smith, Coastal Resilience Engineer  
22 Lincoln Street, 4<sup>th</sup> Floor  
Hampton, VA 23669  
[scott.smith@hampton.gov](mailto:scott.smith@hampton.gov)  
757-771-1107
  - b. **Newport News Contact:**  
Kathy Angle, Chief of Civil Design  
2400 Washington Avenue  
Newport News, VA 23607  
[anglekk@nnva.gov](mailto:anglekk@nnva.gov)  
757-926-8655
6. Local Match Cost Share. Newport News shall contribute fifty percent (50%) of the required local match required under the FEMA/VDEM Grant Funding. Per the Award Letter, the required local match is \$190,000; therefore, Newport News contribution shall be \$95,000. And, per the Newport News Letter such contribution shall be paid from Stormwater Utility

Service Charge collections, which are authorized under Chapter 37.1, Article 2 of the Newport News Code of Ordinances. For its local match contribution, Newport News shall comply with the cost-sharing requirements of the federal mitigation grant assistance. To fulfill this local match contribution, Hampton shall invoice Newport News on a quarterly basis and Newport News shall reimburse Hampton within thirty (30) days of receipt of such invoice.

7. Assignment. Neither Party shall assign its rights and duties under the Memorandum.
8. Governing Law. This Memorandum shall be governed by the laws of the Commonwealth of Virginia as to all matters, including but not limited to matters of validity, construction, effect and performance.
9. Entire Agreement; Amendment. This Memorandum and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. This Memorandum shall not be amended, changed, modified, waived or discharged in whole or in part except by written agreement of the Parties.
10. Severability. Whenever possible, each provision of this Memorandum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Memorandum is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Memorandum.
11. Governmental/Sovereign Immunities. No provision in this Memorandum shall constitute or be deemed to be a waiver of the governmental or sovereign immunities of the Parties.
12. Authorized Signatures; Counterparts; Electronic/Digital. Each person signing this Memorandum represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Memorandum. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means, including electronic or digital signatures in a form approved by the Parties, shall be deemed an original signature.
13. Effective Date. This Memorandum shall become effective upon its full execution by all Parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Memorandum (or caused this Memorandum to be executed on its behalf by its duly authorized officer or representative) as of the date first above written.

**CITY OF HAMPTON, VIRGINIA**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_

City Attorney's Office

**CITY OF NEWPORT NEWS, VIRGINIA**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_

City Attorney's Office

[END OF SIGNATURES]