



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



January 25, 2022

FEB18'22 AM 10:37 RCVD

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES), Coastal Program to enter into a Memorandum of Agreement (MOA) with the New Hampshire Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation (Vendor code #177887-B001) in the amount of \$24,000 to complete the *Coastal Resilience and Environment Update to the Hampton Beach Area Commission (HBAC) Master Plan*, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funding is available in the following account.

	<u>FY 2022</u>
03-44-44-442010-3642-085-588535	\$24,000
Dept. Environmental Services, Coastal Zone Management, Inter-Agency Transfers out of Federal Funds	

EXPLANATION

The attached Memorandum of Agreement (MOA) between the DNCR, Division of Parks and Recreation acting as fiscal agent to the HBAC, and the NHDES Coastal Program, describes the responsibilities of each party in completing the Coastal Resilience and Environment Update to the HBAC Master Plan, including securing consultant services to assist the HBAC with the Master Plan Update, stakeholder engagement, and publication. The total project budget, including committed matching funds, is \$44,000, which includes \$24,000 in federal funds provided by this MOA and \$20,000 in cash match held by DNCR on behalf of the HBAC, appropriated by the State of New Hampshire for the purposes of the Master Plan Update.

The attached MOA between NHDES and DNCR will provide for the completion of project tasks.

In the event that Federal funds become no longer available, General funds will not be requested to support this program. This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.


Robert R. Scott, Commissioner

MEMORANDUM OF AGREEMENT
between the
NH DEPARTMENT OF ENVIRONMENTAL SERVICES
and the
NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

PROJECT: Coastal Resilience and Environment Update to the Hampton Beach Area Commission Master Plan

This Memorandum of Agreement (MOA) between the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation acting as fiscal agent to the Hampton Beach Area Commission (HBAC), and the Department of Environmental Services (DES or "the Department") Coastal Program (NHCP), describes the responsibilities of each party in completing the Hampton Beach Area Commission Coastal Resilience and Environment Update to the Hampton Beach Area Commission (HBAC) Master Plan (Master Plan Update or the Project). The duration of this MOA shall be from the date of Governor and Council approval through June 30, 2023. The total project budget, including committed matching funds, is \$44,000.

Federal grant funding is available in the account as follows:

FY 2022

03-44-44-442010-3642-085-5885~~16~~

\$24,000

Dept. Environmental Services, Coastal Zone Management, Inter-Agency transfers out of Federal Funds

When HBAC was formed by the NH Legislature in 2003 likely it did not envision the speed at which the forces of nature would endanger the coastal environment, nor that by 2050 its impact could reach considerably westward in the Town of Hampton and throughout the Region. When in 2021 HBAC Commissioners authorized updating the environmental portion of its Hampton Beach Area Master Plan to compliment the 2018 Transportation update, it found that several government agencies as well as a number of private/public groups are or have been simultaneously engaged in pursuing scientific research, remediation options, and in elevating awareness of the coastal risks and hazards affecting Hampton Beach's future. The urgent need was to identify and coordinate these elements and the current status of their work to promote consistency and avoid duplication of effort as the HBAC Master Plan Coastal Resilience and Environment Update moves forward. In this regard, HBAC, with the support of the NHCP, organized the Coastal Resilience Symposium, a day-long virtual event with 13 Presenters describing their work in Hampton Beach, and 12 expert Advisors offering information and recommendations to consider during the update process. The HBAC is now ready to move forward utilizing these advisory recommendations as the foundation for the Coastal Resilience and Environment Update to its Master Plan.

For the purpose of this MOA and the Master Plan Update, the HBAC defines coastal resilience as the development and implementation of a comprehensive, coordinated, and cooperative strategy to address the impacts of climate changes, increased precipitation, sea level rise, and storm surge in order to diminish the severity and frequency of hazardous events such as hurricanes, coastal storms and flooding from resulting in long-term community-wide disasters from which recovery would be limited or unlikely.

For the purpose of this MOA, DNCR and DES understand the following:

A. DES will:

- Provide DNCR with \$24,000 to complete the Coastal Resilience and Environment Update to the HBAC Master Plan.
- Provide staff support to the HBAC to assist with completion of the Master Plan Update, as described in the Scope of Work in Section B.

B. HBAC, with DNCR serving as fiscal agent, will:

- Complete the Scope of Work as outlined below:

SCOPE OF WORK

The following scope of work outlines the goals, team roles, and activities to be carried out under this MOA to update the HBAC Master Plan.

GOALS

All goals of this scope of work will be in line with RSA 216 – J:3 Powers and duties of the Commission. Goals of this scope of work are:

- to develop an HBAC area-wide coastal resilience and environment update to the master plan that identifies specific areas of concern for life and property and develop strategies for sustainability and economic viability through 2050, including priorities and timeframes;
- to engage consulting services via request for proposals (RFP) to assist with the development of the Master Plan Update;
- to identify potential impacts to the valuable coastline, seashore preservation, and the economic value of the Beach area, and to the Town and the State, by maintaining a thriving coastal economy attracting year round and seasonal residents, businesses, and tourists;
- to mitigate to the extent possible, the inevitable impacts over time of sea level rise, flooding, coastal erosion, and like hazards;
- to educate and involve residents, businesses, taxpayers, government, and visitors with the technical, science-based, and economic factors and data to support the actions necessary for adopting an area-wide resilience strategy;
- to identify long-term adaptation strategies and potential remedies and resources, including specific projects;
- to provide technical and, scientific justification for future funding and implementation action.
- to foster/promote beneficial interaction and cooperation among the various professional and community entities engaged in research and/or mitigation activity in the Hampton Beach area.

PROJECT TEAM ROLES

DNCR will serve on behalf of the HBAC and as the fiscal agent for this Agreement. The HBAC Master Plan Resilience Committee is comprised of Nancy Stiles, HBAC Chair, Barbara Kravitz, Commissioner, Ann Carnaby, Administrative Assistant, all acting solely in their HBAC capacity. Kirsten Howard, Resilience Program Coordinator, and Nathalie DiGeronimo, Resilience Project Manager of the NHDES Coastal Program (NHCP) will serve as the Support Team. The Support Team and the HBAC Resilience Committee together are the "the Resilience Strategy Group."

Initials: 
Date: 12/9/21

HBAC Committee

The HBAC Committee will be acting in their HBAC capacity and not individually.

Members: Nancy Stiles, Barbara Kravitz, and Ann Carnaby

- i. select and negotiate final agreement with consultants;
- ii. communicate and coordinate with the consultant, including negotiation and fulfillment of MOA between DES and DNCR;
- iii. liaise with and update Commissioners;
- iv. finalize the project scope with NHCP and lead development of the Request for Proposals with assistance from NHCP;
- v. manage contract(s) with consultants, including review of deliverables and payment of invoices;
- vi. inform development of strategy;
- vii. review and comment on Project drafts;
- viii. guide community involvement in determining future action at the Beach;
- ix. act as the primary liaison with Advisors and guide consultant(s);
- x. act as primary contact with town government and other government officials;
- xi. guide organization of Implementation Symposium;
- xii. final sign-off on HBAC Master Plan Update prior to HBAC adoption.

Support Team

Members: Kirsten Howard and Nathalie DiGeronimo

- i. manage MOA between DNCR (acting as fiscal agent of HBAC) and DES based on the Project scope of work and funding resources;
- ii. organize monthly Resilience Strategy Group meetings, ensuring notes are captured and follow-up actions are clear and completed on time;
- iii. assist the HBAC Committee to develop a Request for Proposals to solicit consultant services for the project and assist with advertisement, review of proposals, and selection of subcontractors;
- iv. assist the HBAC Committee in ensuring consultants complete the project as scoped;
- v. complete the Coastal Flood Risk Guidance vulnerability assessment for the Hampton Beach Area in the context of the HBAC Master Plan Update and provide coastal hazard parameters, including sea-level rise, groundwater rise, coastal storms, and precipitation estimates to the consultants;
- vi. assist, as agreed to, with reviewing and commenting on various deliverables developed by the consultant;
- vii. provide guidance to the HBAC and selected consultants about environmental permitting requisites and meeting applicable federal and state rules, standards, etc.

DNCR

DNCR will serve as the fiscal agent to the HBAC, in charge of administering this MOA with DES, holding funds for the project, and making payments as approved by the HBAC, DNCR, and DES, and providing periodic financial status updates to the Resilience Strategy Group. The primary contacts at DNCR will be Christopher Marino and HBAC Commissioner Michael Housman.

WORKPLAN

Activity 1. Select consultants to complete the Master Plan Update and the HBAC website

Activity 1.1. The Resilience Strategy Group will draft and obtain HBAC approval to release two requests for proposals (RFPs) for consultant services (1) to complete the Master Plan Update and (2) to create the HBAC website. Such work to be completed no later than June 30, 2023 and subject to HBAC acceptance.

- a. Services recommended include:

- 1) Master Plan Update: lead planning consultant responsible for project content including text, developing and coordinating the planning process, outreach, and content and technical design consultant responsible for design charrettes and drawings associated with specific HBAC planning area priority sites
- 2) HBAC website: website services responsible for designing a simple, functional HBAC website that can be managed by the HBAC. Contract would cover design, training, operational assistance, annual server and domain fees as well as regular upgrades and maintenance over the duration of this MOA.

Activity 1.2. Resilience Strategy Group reviews proposals and recommends consultant selection to the HBAC. The HBAC will approve final selection of a Master Plan Update consultant proposal and a website consultant proposal.

Activity 1.3. HBAC in consultation with DNCR and DES, will enter into contractual agreements with the selected consultants to complete the Master Plan Update and to create the HBAC website.

Estimated budget for Activity 1: in-kind HBAC, DNCR, and NHCP staff time

Estimated timeframe for Activity 1: September 2021 through March 2022

Activity 2. Complete the Hampton Beach Area Coastal Flood Risk Vulnerability Assessment and Guidance

The Support Team drafts Hampton Beach Area Coastal Flood Risk Vulnerability assessment. The Support Team will share the Hampton Beach Area Vulnerability Assessment with the HBAC Committee for input and feedback and finalize it to be shared with the selected Master Plan Update consultant.

Estimated budget for Activity 2: in-kind NHCP and HBAC time

Estimated timeframe Activity 2: September 2021 through January 2021

Activity 3. Complete the HBAC Master Plan Update

Activity 3.1. Master Plan Update consultant will review existing plans, surveys, and other materials and establish relationships with ongoing efforts and entities to ensure coordination and minimize overlap/duplication of work. Examples of relevant resources include, but are not limited to:

- a. HBAC Coastal Resilience Symposium Summary Report
- b. HBA Coastal Flood Risk Vulnerability Assessment and Guidance.
- c. Town of Hampton Master Plan Update Phase 1 Survey Results and Draft Vision and Coastal Resilience Content
- d. Town of Hampton Master Plan Update Phase 2 Draft Existing Conditions Analysis
- e. Seabrook-Hampton's Estuary Alliance Flooding in Hampton Situation Assessment and outreach activity
- f. Hampton Coastal Hazards and Adaptation Team Draft Recommendations to Increase Flood Resiliency in Hampton
- g. Hampton Flood Study reports for Meadow Pond and Hampton Harbor
- h. Hampton Tides to Storms Vulnerability Assessment
- i. Seacoast Transportation Corridor Vulnerability Assessment Web Maps and other results
- j. NH Coastal Risk and Hazards Commission Final Report
- k. Results from the New Hampshire Beach Profiling Program managed by New Hampshire Sea Grant
- l. Hampton Harbor Bridge placement and engineering design; Route 1A reconstruction (NHDOT)

Activity 3.2. Master Plan Update lead consultant, with assistance from the HBAC Committee and guidance from the Support Team, will complete outreach with key contacts and stakeholders. Achieving community-wide "buy-in" is essential throughout the Project and requires professional expertise and an outreach plan.

Initials: 
Date: 12/9/21

Public input should follow emerging best practices for ensuring a diverse and inclusive engagement process, including attempts to reach a demographically accurate cross section of the Hampton Beach Area stakeholders and providing resources to support participation among stakeholders who may not otherwise be able to volunteer time to the process (i.e., food, childcare, etc.).

The Master Plan Update consultant, with assistance from the HBAC Committee, will complete the following activities:

- a. Organize and execute an HBAC Coastal Resilience Implementation Symposium in 2022, seeking ideas and input for the Master Plan Update.
- b. Convene at least three meetings with the HBAC Symposium advisors for input and feedback on the Master Plan Update.
- c. Release HBAC survey that builds on existing survey content, coordinate with Town of Hampton Master Plan survey work.
- d. Coordinate with HBAC Symposium advisors to convene one or more public meetings for Beach businesses, residents, and town officials to obtain input and feedback on the Master Plan Update.
- e. Hold at least five meetings with neighborhood and/or interest groups located in the Hampton Beach Area to obtain input and feedback.
- f. Plan and execute three design charrettes focused on specific HBAC sites/areas.
- g. Present the draft Master Plan Update content to HBAC commissioners, Hampton Boards, Village District Precinct, relevant state agencies, and other government and community stakeholders for feedback.
- h. Coordinate a public comment period on the HBAC Master Plan Draft Update and address comments and incorporate feedback.
- i. Coordinate one public hearing focused on the HBAC Master Plan Draft Update and address comments and incorporate feedback.

Activity 3.3. Draft and submit to the HBAC for approval the Coastal Resilience and Environment Update to the HBAC Master Plan. The Master Plan Update consultant will:

- a. Select 2-3 sites for design charrettes, based on input from the Resilience Strategy Group, stakeholder input, and the HBA Coastal Flood Risk Vulnerability Assessment and Guidance.
- b. Complete a draft of HBAC Master Plan Update for feedback from the Resilience Strategy Group and stakeholders.
- c. Incorporate Resilience Strategy Group and stakeholder feedback on draft and results from design charrettes into the revised draft.
- d. Submit final draft of the HBAC Master Plan Update to HBAC for approval.
- e. (If approved) publish and incorporate the HBAC Master Plan Update as appendix to Town of Hampton Master Plan.

Estimated budget for Activity 3: \$38,000, inclusive of lead consultant and their subcontractors (if any)

Estimated timeframe for Activity 3: March 2022 through June 2023

Activity 4. Publish the HBAC website and complete website training for the HBAC

Activity 4.1. The selected consultant will work with the HBAC Committee to draft, migrate content to, and publish a new HBAC website. Consultant will be responsible for domain and server fees and software updates through the duration of the MOA.

Activity 4.2. The selected consultant will provide training and reference guidance to the HBAC website point of contact (TBD) and any additional HBAC members to ensure the HBAC can maintain and update the website beyond the duration of the MOA.

Estimated budget for Activity 4: \$6,000

Estimated timeframe for Activity 4: March 2022 through December 2022

Activity 5. Project management and reporting

Activity 5.1. The Resilience Strategy Group will meet regularly with the Master Plan Update consultant

Activity 5.2. The Resilience Strategy Group will meet regularly as needed with the HBAC website consultant.

Activity 5.3. The HBAC Committee will work with DNCR to submit the following progress reports to NHCP:

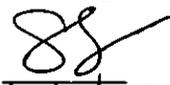
1. Progress report summarizing activities over the period from G&C approval to June 30, 2022, due June 30, 2022.
2. Progress report summarizing activities over the period from June 30, 2022 to December 31, 2022, due December 31, 2022.
3. Final report covering all project activities between the MOA start date (G&C approval) to June 30, 2023, due June 30, 2023.

Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, DES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage. All final work product will recognize the State of NH for its match contribution, and the DNCR and NHCP for their support services.

C. Method of Payment and MOA Price

The total federal grant funding provided by DES for this project shall not exceed \$ 24,000 over the duration of the MOA. All payments are subject to the approval of the Project Coordinator at NHCP (Nathalie DiGeronimo).

- Reimbursement requests for program costs shall be made by DNCR using a payment request form as supplied by NHCP, which shall be completed and signed by DNCR. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to DNCR no more frequently than monthly.
- Matching funds provided by DNCR shall total at least \$20,000 of non-federal cash and/or in-kind services. Documentation of non-federal match (cash or in-kind) shall be made using the Match Documentation Form provided by NHCP. Non-federal match must be expended on activities directly related to this MOA.
- Federal funds and matching funds will be expended on the project according to the following federal budget categories:

Initials: 
Date: 12/9/21

Item	Federal (NHCP)	Non-federal	Match Type	Total
Personnel	0	0		0
Fringe	0	0		0
Equipment	0	0		0
Travel	0	0		0
Supplies	\$0	0		\$0
Contractual	\$24,000	\$20,000	Cash/in-kind	\$44,000
Construction	0	0		0
Other	0	0		\$0
Indirect	\$0	0		\$0
Totals	\$24,000	\$20,000		\$44,000

D. Special Provisions

1. No party can terminate this MOA, in whole or in part, unless all parties, including DES and DNCR acting as HBAC's fiscal agent agree in writing to the termination.
2. INTERESTS, RIGHTS, AND OBLIGATIONS RESERVED. This MOA shall not transfer to the DES or the HBAC any claim, interest or right held by the DNCR, and the DES and the HBAC shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by the DNCR.
The DES or the HBAC shall have no authority to bind, obligate, or restrict the DNCR in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, regulation, or stipulations of any grant funding, donations, subcontracts, agreements or permits obtained or executed by or that may arise out of the DES or the HBAC in its performance of the MOA. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within the DNCR-held properties.
3. Other Special Provisions:
 - o Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and DNCR, with all interests, rights, and obligations reserved by DNCR as stipulated under Part D.2, above.

Initials: 
Date: 12/9/21

- o The following provisions as required by federal regulations apply to this Agreement:
 - I) **Nondiscrimination.** DNCR shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.
 - II) **Financial management.** DNCR shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein. DNCR will consult with DES to confirm they are meeting standards of compliance as prescribed.
 - III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
 - IV) **Matching funds.** All matching funds contributed by DNCR shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.
 - V) **Property Management.** DNCR shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
 - VI) **Debarment and Suspension.** DNCR shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, DNCR certifies that they have not been debarred or suspended by a government agency. DNCR will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
 - VII) **Procurement.** When purchasing goods or services with contract or match funds, DNCR shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.
 - a. Assignment of Subcontracts. DNCR shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.
 - b. Subcontracts. DNCR shall:
 - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
 - ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
 - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.
 - VIII) **Participation by Disadvantaged Business Enterprises.** DNCR shall comply with the terms of 2 CFR Part 200 Subpart D, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.
 - IX) **New Restrictions on Lobbying: Interim Final Rule.** DNCR shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to

Initials: 
 Date: 12/9/21

influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** DNCR shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, DNCR e certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** DNCR shall comply with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of DNCR for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all DNCR's obligations under such contract.
- c. A payment bond on the part of DNCR for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** DNCR shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 962583860.

IN WITNESS WHEREOF, the parties have agreed to the terms of this MOA on the dates indicated.

Date 12/9/21



Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

Date 1/25/22



Robert R. Scott, Commissioner
Department of Environmental Services

Approval by Attorney General's Office

This is to certify that the above Memorandum of Agreement has been reviewed by this office and is approved as to form, substance, and execution.

Date 1/31/2022