



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

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September 13, 2022

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a Memorandum of Understanding (MOU) in an amount not to exceed \$180,374 with the New Hampshire Judicial Branch (VC# 177872) as part of Housing Stability Services, within the New Hampshire Emergency Rental Assistance Program (NHERAP), to continue eviction diversion and mediation programming, effective upon Governor and Council approval through June 30, 2023. 100 % Federal Funds.

Funding is contingent on Governor and Executive Council approval of an accept and expend request for \$15,175,170 included on this agenda. FIS 22-315 was approved at the September 9, 2022, Fiscal Committee meeting.

01-02-002-020210 - Governor's Office for Emergency Relief and Recovery,
24310000 - ARP Rental Assistance Fund

085 - 588510 Transfer to State Agency Of Federal Funds

FY23
\$180,374

EXPLANATION

The State has received an additional allocation of ERA2 funding from US Treasury for the purposes of providing rental assistance and related Housing Stability Services within NHERAP. The program provides financial assistance and Housing Stability Services to eligible households, including the payment of (i) rent, (ii) rental arrears, (iii) utilities and home energy costs, (iv) utilities and home energy costs arrears, and (v) other expenses related to housing.

This MOU between NHJB and GOFERR is for the purposes in the terms of the MOU, which includes continuing eviction diversion and mediation programming previously funded under ERA1. This programming benefits both landlords and tenants, reduces evictions, and increases participation in NHERAP. The agreement would enable extending these existing ERA1 funded housing stability services provided the NHJB with ERA2 funds.

Services that would continue to be provided include provides landlord and tenant mediation with a dual track approach: (1) a statewide, pre-filing eviction diversion program, and (2) a post-filing mediation program that will be implemented in the highest volume courts which have sufficient resources to operate the program. Related outreach efforts are also included.

His Excellency, Governor Christopher T. Sununu
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September 13, 2022
Page 2 of 2

Mediation benefits both tenants and landlords which can be effective in aiding parties to reach agreement to settle their cases, often with better results than either of them could achieve in court.

The Eviction Diversion program provides the opportunity to utilize the Office of Mediation and Arbitration's mediation resources, ideally in conjunction with rental assistance and other community-based services, without having to file an eviction action.

The main components of the programs include:

Statewide Pre-filing Mediation (Eviction Diversion)

- a. Conducted through ADR Office
- b. Voluntary, opt-in
- c. Remotely or in-person, available statewide
- d. Program marketed through court including notice of program printed on court-provided "Eviction Notice", as well as relevant stakeholders and community organizations

Post-filing Landlord and Tenant Mediation

- a. Conducted through circuit court mediators
- b. Voluntary, opt-out
- c. In-person, may be specially scheduled (Concord) or may be held on same-day as landlord/tenant hearing dates (Manchester and Nashua)
- d. Court staff may be available to assist with the New Hampshire Emergency Rental Assistance Program (NHERAP) application at time of mediation

This is an allowable use of ERA Housing Stability Services funds under ARPA, section 3201(d) to provide financial assistance to eligible households.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Chase Hagaman,
Deputy Director, GOFERR

State of New Hampshire
Intergovernmental Branch Memorandum of Understanding
ERA 2

Whereas, the Governor's Office for Emergency Relief and Recovery (GOFERR) is a duly constituted instrumentality of the executive branch of the State of New Hampshire;

Whereas, the New Hampshire Judicial Branch, by and through the Administrative Office of the Courts (AOC), is a duly constituted branch of the State of New Hampshire;

Whereas, pursuant to Executive Order 2020-06, GOFERR is responsible for providing funding through a subgrant of the State's allocation of funds under Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), Emergency Rental Assistance (ERA2), Housing Stability Services Funds to AOC;

Whereas, GOFERR desires to enter into a subgrant with AOC for a term from Governor and Council approval through June 30, 2023 in an amount not to exceed \$180,374.00;

Whereas, AOC is responsible for adhering to all conditions as set forth in ERA2 and all applicable rules and regulations;

Whereas, AOC desires to provide Eviction Diversion and Landlord and Tenant Mediation to increase housing stability;

NOW THEREFORE, the parties enter into this Memorandum of Understanding (MOU) to their mutual benefit, the benefit of the State and in furtherance of their constitutional or statutory authority and objectives.

1. GOFERR agrees to pay AOC the amount of \$180,374.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 01-002-002-0202-24310000-588510.
2. AOC agrees to perform the services described in the attached MOU Exhibit A.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. This MOU is effective until June 30, 2023.

6. This MOU may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The parties agree that the obligations, agreements, and promises made under this MOU are not intended to be a legally binding contract as both parties are entities of the State, this agreement is not legally enforceable through court action and disputes must be resolved as set forth in paragraph 8.
8. Disputes under this MOU which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
9. This MOU shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
11. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of the MOU will remain in full force and effect.
12. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior memoranda of understandings and understandings related hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being specifically preserved.

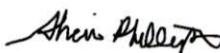
14. Governor's Office for Emergency Relief and Recovery

 <hr/> Taylor Caswell, Executive Director	9/15/2022 <hr/> Date
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15. NH Administrative Office of the Courts

 <hr/> Dianne Martin, Director	September 15, 2022 <hr/> Date
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16. Approved by the Attorney General (Form, Substance and Execution)

 <hr/> Sheri Phillips, Assistant Attorney General	9/15/2022 <hr/> Date
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17. Approved by Governor and Executive Council

Date

EXHIBIT A

SCOPE OF SERVICES

1. AOC as Subrecipient shall receive a grant from GOFERR for expenses incurred for expanding landlord and tenant mediation, which will provide: (1) a statewide, pre-filing eviction diversion program, and (2) a post-filing mediation program that will be implemented in the highest volume courts (Concord, Manchester, and Nashua) which have sufficient resources to operate the program. AOC will consider adding locations to the post-filing program depending on the success of the program.

2. To summarize, the main components of the programs are:

Statewide Pre-filing Mediation (Eviction Diversion)

- a. Conducted through ADR Office
- b. Voluntary, opt-in
- c. Remotely or in-person, available statewide
- d. Program marketed through court including notice of program printed on court-provided "Eviction Notice" as well as relevant stakeholders and community organizations

Post-filing Landlord and Tenant Mediation at Targeted Courts (Concord, Manchester, and Nashua, additional court locations may be added, if successful)

- a. Conducted through circuit court mediators
- b. Voluntary, opt-out
- c. In-person, may be specially scheduled (Concord) or may be held on same-day as landlord/tenant hearing dates (Manchester and Nashua)
- d. Court staff may be available to assist with the New Hampshire Emergency Rental Assistance Program (NHERAP) application at time of mediation

3. The Subrecipient shall be reimbursed by GOFERR based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the GOFERR approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within 10 days following the end of the quarterly activities. Expenditure reports submitted later than 10 days following the end of the quarter will be considered late and out of compliance.

4. Between the Effective Date and the date 5 years after the Completion Date, the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical

materials and services. Such accounts shall be supported by receipts, invoices, bills, and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the GOFERR, the U.S. Department of Treasury or OMB shall demand, the Subrecipient shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this MOU. The Subrecipient shall permit the GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this MOU.

5. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Grant. The Subrecipient warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws.
6. Any portion of the grant not expended by Subrecipient for allowable costs by June 30, 2023, shall lapse and shall not be paid.

EXHIBIT B

SCHEDULE/TERMS OF PAYMENT

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within 30 days following GOFERR's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this MOU shall not exceed the price limitation set for in the MOU.
 - a. The Subrecipient shall be awarded an amount not to exceed \$180,374.00 with approved expenditure reports. This shall be contingent on federal funding and program performance.
 - b. GOFERR will not be responsible for any expenses or costs incurred under this MOU prior to Governor and Executive Council approval, nor after June 30, 2023.

EXHIBIT C

SPECIAL PROVISIONS

1. Statutes and regulations prohibiting discrimination applicable to this MOU, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
2. Publications: Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award numbers ERAE0119 awarded to the State of New Hampshire by the U.S. Department of the Treasury."