



Denis Goulet
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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December 9, 2024

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a Memorandum of Understanding with the Department of Business and Economic Affairs (VC # 392562), in the amount of \$17,174.44 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to obligate certain information technology costs related to ARPA-funded positions, effective upon approval by Governor and Executive Council through December 31, 2026. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. **100% Federal Funds.**

Funds are available as follows:

03-22-22-220510-26420000 - ARP Housing Investment	<u>FY 2025</u>
027-582703 – Transfers to DoIT	\$ 17,174.44

EXPLANATION

This request would enable the Department of Information Technology (DOIT) to enter into a Memorandum of Understanding (MOU) with the Department of Business and Economic Affairs (BEA) to allow BEA to obligate its information technology-related costs for ARPA-funded positions prior to the December 31, 2024 obligation deadline. In particular, this MOU serves to obligate the remaining expenses currently budgeted under Class Line 27, for transfers to DOIT.

ARPA SFRF requires that all funds be obligated by December 31, 2024. In its Frequently Asked Questions (FAQs), the U.S. Treasury acknowledged that states would need ways to obligate both personnel costs and those costs supporting personnel in positions funded by ARPA, such as the costs for information technology services. In FAQ 17.6, U.S. Treasury explicitly stated that states may use interagency agreements such as MOUs to obligate funds.

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This agreement is necessary and ensures DOIT can continue supporting the information technology needs of BEA for ARPA funded projects. If this MOU is not approved, either DOIT would be unable to service the agency beyond December 31, 2024 or DBEA would be required to fund these services with general funds. Either way, the ARPA funding currently budgeted for this purpose would risk being returned to U.S. Treasury.

Respectfully submitted,



Denis C. Goulet, CIO/Commissioner

12/9/2024

Date



Taylor Caswell, Commissioner

12/9/2024

Date

**State of New Hampshire
Intergovernmental Branch Memorandum of Understanding**

Whereas, the Department of Business and Economic Affairs (BEA) is a duly constituted agency of the executive branch of the State of New Hampshire;

Whereas, the Department of Information Technology (DOIT) is a duly constituted agency of the executive branch of the State of New Hampshire;

Whereas, pursuant to RSA 12-O, BEA is responsible for ensuring the efficient coordinated function of the department, economic development policies of the state of New Hampshire and the collaborative participation of all related state departments, agencies, and authorities;

Whereas, BEA administers several programs funded by the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF), and those programs have positions and expenses supporting those positions funded by ARPA, including expenses for information technology services;

Whereas, all ARPA funds are required to be obligated by December 31, 2024, and under US Treasury's FAQ 17.6, Treasury considers an interagency agreement such as an MOU an obligation for purposes of the SLFRF rule;

Whereas, pursuant to RSA 21-R, DOIT is responsible for managing and coordinating all technology resources in the executive branch of government;

Whereas, DOIT desires to continue supporting the information technology needs of BEA for ARPA funded projects;

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

1. BEA agrees to pay DOIT an amount up to \$17,174.44 for informational technology services provided for the below programs funded by ARPA SLFRF funds:

Program Name	Activity Code	Accounting Class	Amount
InvestNH Program and Support Staff	00FRF602PH2205A	027-582703	\$17,174.44

2. DOIT agrees to provide information technology personnel services under Class 27 to BEA for the above projects funded by ARPA SLFRF.

3. The method of payment shall be by intergovernmental payment.
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 Memorandum of Understanding is effective until December 31, 2026.
6. This Memorandum of Understanding 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. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
8. This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Hampshire.
9. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
10. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
11. This Memorandum of Understanding constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memorandum of Understanding and understandings related hereto.
12. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

Department of Business and Economic Affairs

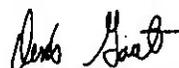


Taylor Caswell, Commissioner

12/6/2024

Date

Department of Information Technology



Denis Goulet, CIO/Commissioner

12/04/2024

Date

Approved by the Attorney General (Form, Substance and Execution)

Duncan A. Edgar

Duncan A. Edgar, Assistant Attorney General

December 6, 2024

Date

Approved by Governor and Executive Council

Date