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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
Commissioner

December 10, 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 Environmental Services (VC # 201164), in the amount of $259,791.81 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:

	FY 2025
03-44-44-440010-24760000-ARPA DES Loans	
027-582703-Transfers to DoIT	$146,866.21
039-500191-Telecommuniations	$ 12,277.79
03-44-44-440010-26570000-ARPA DES Dams	
027-582703-Transfers to DoIT	$ 20,951.22
03-44-44-440010-26950000-ARPA DES Sweep	
027-582703-Transfers to DoIT	$ 79,183.59
039-500188-Telecommunications	$ 513.00
Total	$259,791.81

EXPLANATION

This request would enable DOIT to enter into a Memorandum of Understanding (MOU) with the Department of Environmental Services (DES) to allow DES to obligate its information technology-related costs for ARPA-funded positions prior to the December 31st, 2024, obligation deadline. In particular, this MOU serves to obligate the remaining expenses currently budgeted under Class Lines 027 and 039 for transfers to DOIT and Telecommunications-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.

This agreement is necessary and ensures DOIT can continue supporting the information technology needs of DES for ARPA funded projects. If this MOU is not approved, either DOIT would be unable to service the agency beyond December 31, 2024 or DES 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 US Treasury.

Respectfully submitted,

Denis C. Goulet, CIO/Commissioner — December 10, 2024
Date

Robert R. Scott, Commissioner — December 10, 2024
Date

State of New Hampshire
Intergovernmental Branch Memorandum of Understanding

Whereas, the Department of Environmental Services (DES) 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 21-O, DES is responsible for water pollution control, water supply protection, the regulation of waste disposal generally, and as it affects water quality, the maintenance of state owned dams, inspection of dams, flood control, and air pollution control;

Whereas, DES 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 DES for these several 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. DES agrees to pay DOIT an amount up to $259,791.81 for information technology services provided for the below programs funded by ARPA SLFRF funds:

Program Name	Activity Code	Accounting Class	Amount
DW/CW Administrative Expenses	00FRF602WB4401Z	027-582703	$146,866.21
DW/CW Administrative Expenses	00FRF602WB4401Z	039-500191	$12,277.79
Dam Rehab Positions Program Costs	00FRF602PH4402A	027-582703	$20,951.22

SWEEP- Online Asbestos Submittal System	00FRF602PH4403A	027-582703	$65,557.14
SWEEP- Environmental Permitting Portal	00FRF602PH4404Z	027-582703	$13,626.45
SWEEP- Environmental Permitting Portal	00FRF602PH4404Z	039-500188	$513.00
		TOTAL	**$259,791.81**

2. DOIT agrees to provide information technology personnel services under Class 27 and its VoIP Telephony telecommunications services under Class 39 to DES 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 even 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 Environmental Services

Robert Scott, Commissioner — Date: 12/5/2024

Department of Information Technology

Denis Goulet, CIO/Commissioner — Date: 12/4/2024

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

Duncan A. Edgar, Assistant Attorney General — Date: December 6, 2024

Approved by Governor and Executive Council

Date