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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE  
for

EMERGENCY RELIEF AND RECOVERY

June 20, 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 retroactive Memorandum of Understanding with the New Hampshire Department of Revenue Administration (DRA) (Vendor Code 177916) in an amount not to exceed \$75,000 as part of a temporary staff assignment to provide support in helping administer the CARES Act Coronavirus Relief Fund ("flex funds") of \$1,250,000,000 from the Coronavirus, Aid, Relief and Economic Security Act ("the CARES Act"), March 27, 2020; Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, (Dec. 27, 2020) (ERAP1); and the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, or such other federal relief funds related to the COVID-19 response in New Hampshire that are available, with an option to renew for an additional six month period through the end of the FY2023, effective retroactive to June 13, 2022 upon Governor and Council approval through December 30, 2022. **100% Federal Funds.**

Funding is available in the account as follows:

01-02-002-020210-19110000 Office of the Director		<u>FY2023</u>	<u>TOTAL</u>
CLASS	ACCOUNT		
<b>EXPENDITURES</b>			
050 - Salaries	500109	57,365	57,365
060 - Benefits	500601	17,635	17,635
<b>TOTAL EXPENSES</b>		<b>75,000</b>	<b>75,000</b>
<b>SOURCE OF FUNDS</b>			
000 - Federal Funds	400338	75,000	75,000
<b>TOTAL REVENUE</b>		<b>75,000</b>	<b>75,000</b>

EXPLANATION

GOFERR was created by Governor Sununu by Executive Order 2020-06 on April 14, 2020, as amended by Exhibit 1 on June 11, 2021, which sets out the background and compelling public health needs related to the COVID-19 State of emergency and also states the need and authority for establishing the GOFERR.

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To continue these efforts, GOFERR will retroactively enter into the attached Memorandum of Understanding (MOU) with the DRA. Under the terms of the MOU, this temporary staff assignment of the 3 people identified will provide part-time support to GOFERR to administer the CARES Act funds and the ARPA funds. These identified staffers worked with GOFERR from July 2020 through December 2021 before returning to DRA. Subsequently, GOFERR has deemed it necessary that their assistance to GOFERR is needed, and GOFERR entered into this MOU with DRA to allow these staffers to continue to help assist and carry out the operations of GOFERR.

This is an allowable use of ARP FRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts.

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

Respectfully submitted,



Taylor Caswell  
Executive Director, GOFERR

**MEMORANDUM OF UNDERSTANDING REGARDING TEMPORARY  
REASSIGNMENT OF STATE EMPLOYEES**

**A. Agreement**

This Memorandum of Understanding between Lindsey M. Stepp, Commissioner of the Department of Revenue Administration ("DRA") and Taylor Caswell, Executive Director of the Governor's Office for Emergency Relief and Recovery ("GOFERR") sets forth the terms and conditions whereby DRA will temporarily assign the individuals identified herein to provide part-time support to GOFERR to administer the CARES Act Coronavirus Relief Fund of \$1,250,000,000 from the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), March 27, 2020; Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, (Dec. 27, 2020) ("ERAPI"); and the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, or such other federal relief funds related to the COVID-19 response in New Hampshire that are available, or become available, that are assigned to GOFERR by Governor Sununu.

**B. Authority for Reassignment**

GOFERR was created by Governor Sununu by Executive Order 2020-06 on April 14, 2020, as amended by Exhibit 1 on June 11, 2021, which sets out the background and compelling public health needs related to the COVID-19 state of emergency and also states the need and authority for establishing the GOFERR including:

That on March 27, 2020, the United States Congress passed the CARES Act, which provides significant emergency relief funding to New Hampshire.

That on or about December 27, 2020, ERAPI, which provides significant emergency relief funding to New Hampshire for emergency housing rental assistance, was approved.

That on or about March 11, 2021, ARPA was approved which provides significant emergency relief funding to New Hampshire for emergency housing rental assistance; homeowners' mortgage relief assistance, capital projects assistance and State and Local Fiscal Recovery Funds.

Executive Order 2020-06 as amended by Exhibit 1, directs that GOFERR shall continue regardless of the continuation of the state of emergency unless and until expressly terminated by a further Executive Order.

Executive Order 2020-06 Exhibit 1 directs that GOFERR shall be staffed by such additional staff as the Executive Director, with the prior approval of the Governor, deems necessary to carry out the operations of GOFERR, including by use of staff borrowed from other state agencies under the Governor's authority to appoint staff in RSA 4:12. This agreement is therefore entered into under the Governor's authority under RSA 4:12. Any State employee that is temporarily assigned to GOFERR, shall be entitled to the same salary and benefits to which

they would otherwise be entitled in their position as a State employee and shall remain employees of their State agencies for all other purposes, except that their duties during the period of temporary assignment shall be supervised by the Executive Director.

Governor Sununu has appointed Taylor Caswell, Commissioner of the New Hampshire Department of Business and Economic Affairs as Executive Director of GOFERR and Chase Hagaman as Deputy Director of GOFERR. Governor Sununu and the Executive Director have identified current DRA staff Susan Lambert, Darrick Gartley, and Sylvia Womack as needed on a part-time basis to provide assistance for GOFERR.

### **C. Employing Agency Responsibilities**

DRA agrees to assign Darrick Gartley, Susan Lambert, and Sylvia Womack (the "employees") on a rotating, temporary part-time basis to GOFERR. The employees shall provide assistance to GOFERR part time, two days per week or equivalent hours as agreed upon by the parties for the time duration set forth below. DRA agrees to continue to provide the employees' computers and computer program licenses. DRA will also continue to provide access to any other technological resources currently available with DRA to the employees, provided, however, that the employees may not use DRA's RIMS system or otherwise access confidential taxpayer information while working for GOFERR without written permission from the DRA. DRA shall also continue to provide workspace, parking, and appropriate furniture for the employees at the DRA. The employees' time will be shared between DRA and GOFERR upon a schedule and other terms to be addressed from time to time in accordance with a reasonable balancing of DRA and GOFERR work priorities. The employees shall retain their current positions at DRA throughout the assignment. The rotation schedule shall be established so that there is one employee present at GOFERR no less than 2 days each week. The identity of the employee and the days that he or she will be present at GOFERR shall be established, in the absence of unforeseen circumstances, no less than 2 weeks in advance. Telework shall be allowed on the days the employees are assigned to GOFERR, though the employees may be required by GOFERR to be in the office for limited face-to-face meetings or for limited days in the office.

### **D. GOFERR Responsibility**

GOFERR, in concert with or assisted by the employees and the Assistant Director of Audit, will provide DRA with a bi-weekly accounting of time worked by the employees performing services pursuant to this agreement. Supervision of the employees' responsibilities while performing GOFERR work shall be by the Executive Director and or the Deputy Executive Director. GOFERR will provide the employees a safe and comfortable workspace with all the furnishings and tools necessary to perform the work.

### **E. Payment for Services**

DRA will pay the salary, including overtime, if any, and benefits of the employees that they are currently entitled to in their current positions in the first instance. Within 15 days of the end of each quarter, GOFERR agrees to reimburse DRA the pro rata percentage for all employee salary and benefits earned by the employees including, but not limited to, health insurance, for

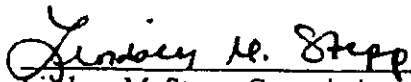
the time-period that they are performing GOFERR work. The reimbursement amounts to be paid by GOFERR shall be based on a proration calculated by the total number of hours worked by the employees at GOFERR, assuming a 40-hour work week. If an employee takes annual leave or sick time while this MOU is in place, that time shall be apportioned between GOFERR and DRA based on that employee's time spent working for each agency in the immediately preceding bi-weekly period. Such time will be tracked and determined through the biweekly process of accounting for the employee's time. DAS and GOFERR shall provide such tracking to DRA and will maintain such documentation for audit purposes. The total reimbursement amount for the initial term of this Agreement and any extension pursuant to part G below shall not exceed \$75,000.00.

**F. Complete Agreement**


The entire understanding between the parties is compiled in the Agreement. Neither party may further modify or amend the terms of this Agreement except by written agreement signed by both parties. This Agreement shall be construed under the laws of the state of New Hampshire.

**G. Duration**

The term of this Agreement shall commence on June 13, 2022, and terminate at the close of business on December 30, 2022, unless terminated earlier by agreement of both parties. This Agreement may be extended through June 30, 2023, with the written approval of the Commissioner of DRA, the Executive Director of GOFERR, and the Governor and Executive Council.

  
Lindsey M. Stepp, Commissioner  
Department of Revenue Administration


7/5/2022  
Date

  
Taylor Caswell, Executive Director  
Governor's Office for Emergency Relief and Recovery

6/30/2022  
Date

*(Additional signatures on following page)*


I have read and agree to this temporary part-time reassignment.

  
\_\_\_\_\_  
Darrick Gartley

6/22/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Susan Lambert

6/17/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sylvia Womack

6/17/22  
\_\_\_\_\_  
Date

Reviewed and approved:

Dated: 7/5/2022

*Shen Phillips*

\_\_\_\_\_  
Office of the Attorney General

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chris Sununu, Governor