



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 120
Concord, New Hampshire 03301

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Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

June 29, 2017

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a five (5) year Field License Agreement with the City of Laconia (the "City"), **retroactive** to June 21, 2017, to utilize the Hank Risley Field in Laconia for youth and adult sport practices and as a car parking lot for sporting events at the adjacent Robbie Mills Park, which is home to the Winnepesaukee Muskrats of the New England Collegiate Baseball League. The City is not charged for the use of the field.

EXPLANATION

The Hank Risley Field is a component area of the Lakes Region Facility property (formerly known as the "Laconia State School" and the "Lakes Region Correctional Facility") that is situated along its northern boundary and consists of approximately five (5) acres of an open hay field located directly across Eastman Road from Robbie Mills Park. The Field License Agreement effectively renews the City's previous license to use the field, which expired on May 10, 2015. The proposed Field License Agreement would commence retroactively as of June 21, 2017 and terminate five (5) years later on June 20, 2022. The Field License Agreement will terminate automatically upon any change in ownership of the underlying Lakes Region Facility property or at the discretion of either party upon thirty (30) days prior written notice.

Under the terms of the Field License Agreement, the City of Laconia is fully responsible for maintaining the field in a proper and safe condition and for restoring it to its original condition at the end of the term of the Agreement.

Based on the foregoing, I respectfully recommend authorization of the proposed Field License Agreement with the City of Laconia.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

FIELD LICENSE AGREEMENT
Hank Risley Field
Lakes Region Facility, Eastman Road, Laconia

This License Agreement (this "Agreement") is made this 21st day of June 2017 by and between the **State of New Hampshire** ("Licensor"), by and through its Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire 03301, and the **City of Laconia** ("Licensee"), 45 Beacon Street East, Laconia, New Hampshire 03246.

- A. The Licensor owns a parcel of land located in Laconia, New Hampshire known as the main parcel of the Lakes Region Facility (formerly known as the "Laconia State School"), which is bounded on three sides by New Hampshire Route 106, Meredith Center Road, and Eastman Road, respectively, and which includes at its northern boundary along Eastman Road a component area known as "Hank Risley Field" consisting of approximately 5 acres of a largely unimproved open field (the area depicted as "Hank Risley Field" and "Parcel 4A" on the survey plan attached hereto as Exhibit A is hereinafter referred to as the "Licensed Premises"); and
- B. The Licensee desires to use the Licensed Premises for youth and adult sports practices and as a car parking lot for sporting events at Robbie Mills Park, which is located directly across Eastman Road from the Licensed Premises; and
- C. The Licensee is willing to assume at its sole expense full responsibility to mow, roll, and otherwise maintain in proper and safe condition the Licensed Premises pursuant to the terms set forth herein.

In consideration of the promises and covenants set forth herein, the parties agree as follows:

1. The Licensor hereby grants to the Licensee the right to use the Licensed Premises for youth and adult sports practices and as a car parking lot for sporting events at Robbie Mills Park for a term of five (5) years commencing on the Effective Date, as that term is defined toward the end of this Agreement (the "Term"). During the Term the Licensee may use the Licensed Premises as provided herein on an unlimited basis.
2. The Licensee shall be fully responsible for maintaining, cleaning, and repairing the Licensed Premises at its sole expense. Required maintenance shall minimally include, but not be limited to, regular mowing and rolling of the Licensed Premises and other maintenance to keep the area in a good, safe, proper, and suitable condition for the Licensee's use hereunder. The Licensee shall clean up the Licensed Premises after each use and ensure that any waste or debris is removed and properly disposed of. The Licensee shall immediately repair any damage to the Licensed Premises that may result from the exercise of its rights hereunder.

3. At the conclusion of the Term, the Licensee shall restore at its sole expense the Licensed Premises to its original condition as of the date immediately prior to its first use by the Licensee as a parking area.
4. Notwithstanding the foregoing, either party may terminate this License Agreement at any time for any or no reason upon providing thirty (30) days prior written notice to the other party.
5. Any notice to be provided hereunder or in connection herewith shall be sent via first class mail or hand delivery to the designated contact person for each party at the corresponding address indicated below:

Licensor:

Ronald A. White, Administrator, or his designee or successor
New Hampshire Department of Administrative Services
Bureau of General Services
25 Capitol Street, Room 408
Concord, NH 03301

Licensee:

Scott Myers, City Manager, or his successor
City of Laconia
45 Beacon Street East
Laconia, NH 03246

6. The Licensee's use and maintenance of the Licensed Premises shall be: (a) without any cost, expense, or liability accruing to the Licensor; and (b) subject to such rules, regulations, and policies as the Licensor may prescribe from time to time.
7. The Licensee has inspected and is familiar with the condition of the Licensed Premises. It is understood by Licensee that the Licensed Premises are licensed in an "as is, where is" condition without any representations by the Licensor as to their fitness for the Licensee's intended use hereunder. The Licensor shall have no obligation to make any alterations, repairs, or improvements to the Licensed Premises.
8. The Licensee shall not alter or improve the Licensed Premises or make any additions or accessions thereto without the prior written consent of the Licensor.
9. The Licensee shall at all times promptly observe and comply at its sole expense with the provisions of all applicable federal, state, and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste.
10. The Licensee shall be solely responsible for any damage to property or injuries to persons or death which may arise from or be attributable or incident to the Licensee's exercise of the privileges granted herein, or the Licensee's efforts or failure to fulfill the obligations imposed hereby (including, without limitation, damage or injuries attributable to the condition or state of

repair of the Licensed Premises or arising from its use by the Licensee), for any damage to the property of the Licensee, and for any damage to the property or injuries to the person of the Licensee's invitees, officers, employees, agents, contractors, sublicensees, or others who may have entered the Licensed Premises at their invitation or at the invitation of any one of them. The Licensee waives any and all claims against the Licensor for any such loss, damage, personal injury, or death caused by or occurring by reason of or incident to the Licensee's entry upon or use of the Licensed Premises or as a consequence of the Licensee's conduct of activities or failure to fulfill any responsibilities under this Agreement. The Licensee shall defend, indemnify, save, and hold harmless the Licensor, its officers, employees, and agents from and against any and all losses suffered by the Licensor, its officers, employees, or agents and any and all claims, liabilities, or penalties asserted against the Licensor, its officers, employees, or agents on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) or in connection with the acts or omissions of the Licensee or its officer, employee, agent, sublicensee, or contractor in connection herewith. Nothing contained in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Licensor, which immunity is hereby expressly reserved to the Licensor. Notwithstanding anything to the contrary contained in this Section 10, under no circumstances shall the Licensee be responsible for the acts of the Licensor. The foregoing covenants shall survive the termination of this Agreement.

11. The Licensee, shall, at its sole expense, obtain and maintain in force, and shall require any sublicensee or contractor to obtain and maintain in force, both for the benefit of the Licensor, comprehensive general liability insurance against all claims of bodily injury, death, or property damage in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and Worker's Compensation coverage at statutorily mandated limits. The policies described in this paragraph shall be on the standard forms employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the Licensor.

12. Except as otherwise provided herein, the rights granted to Licensee under this Agreement shall be nontransferable, nonassignable, and nonexclusive. In the event that the Licensee purports to sublicense any rights granted hereunder, the Licensee affirms and agrees that it shall remain primarily and directly liable to the Licensor as provided herein. The rights granted to Licensee hereunder shall be fully revoked upon any termination of this Agreement, which shall occur automatically at the end of the Term, upon a sale or other disposition of the underlying Lakes Region Facility parcel, or at the discretion of either party as provided in Section 4 of this Agreement.

13. This License Agreement is to be construed according to the laws of the State of New Hampshire.

14. This License Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to license granted hereunder.

15. This License Agreement may only be amended by an instrument in writing signed by the parties hereto, and only after authorization of such amendment by the Governor and Executive Council of the State of New Hampshire.

16. The parties hereto do not intend to benefit any third parties hereby, and this License Agreement shall not be construed to confer any such benefit.

17. EFFECTIVE DATE OF AGREEMENT: This License Agreement shall only become effective upon authorization by the Governor and Executive Council of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

LICENSOR:

STATE OF NEW HAMPSHIRE

By and through its

DEPARTMENT OF ADMINSTRATIVE SERVICES

By: Charles M. Aulighans
~~Joseph B. Bouchard, Assistant Commissioner~~
CHARLES M. AULIGHANS.

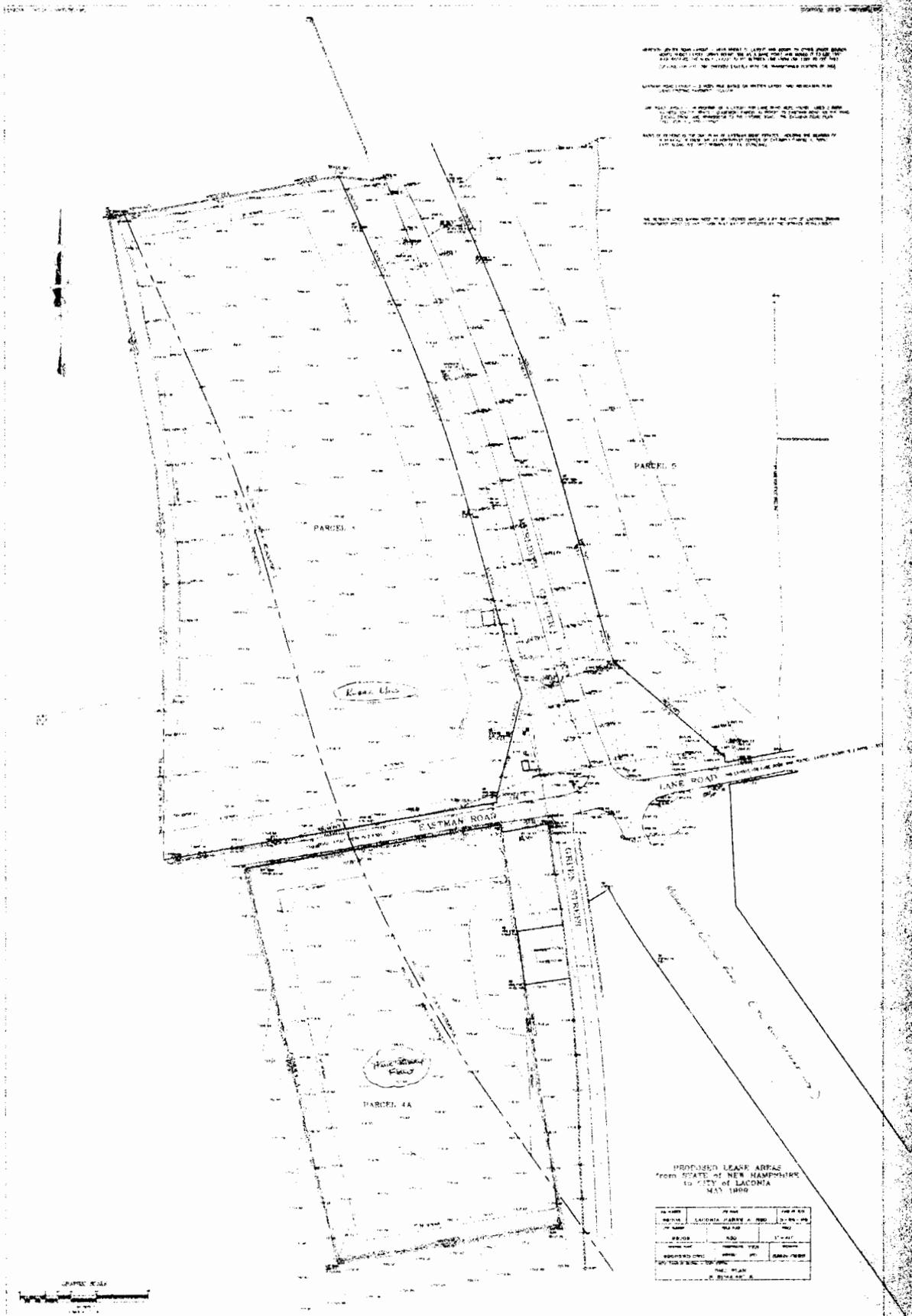
LICENSEE:

CITY OF LACONIA

By: Scott Myers
Scott Myers, City Manager

Exhibit A
Survey Plan of Robbie Mills Park and Hank Risley Field

(reduced-size plan image appears on next page)



WHEREAS, the State of New Hampshire, by and through its Board of
 Public Lands, has certain lands in the County of Rockingham, New
 Hampshire, which it desires to lease to the City of Lacomia, New
 Hampshire, for the purpose of using the same as a public park
 and playground, and the Board of Public Lands has resolved to
 lease the same to the City of Lacomia, New Hampshire, for the
 purpose aforesaid, and the Board of Public Lands has caused this
 plat to be prepared, showing the boundaries of the lands to be
 leased, and the boundaries of the lots to be created therefrom, and
 the Board of Public Lands has caused this plat to be recorded in
 the Office of the Register of Deeds for the County of Rockingham,
 New Hampshire, on the 15th day of May, 1909.

PROPOSED LEASE AREAS
 FROM STATE OF NEW HAMPSHIRE
 TO CITY OF LACOMIA
 MAY 1909

NAME	AGE	RES.
JOHN LACOMIA	38	NEW HAMPSHIRE
WILLIAM LACOMIA	35	NEW HAMPSHIRE
EDWARD LACOMIA	32	NEW HAMPSHIRE
CHARLES LACOMIA	28	NEW HAMPSHIRE
PREPARED BY J. B. HAY REGISTER OF DEEDS		

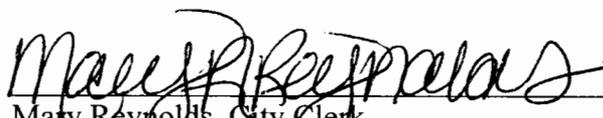
CERTIFICATE

I, Mary Reynolds, City Clerk of Laconia, New Hampshire do hereby certify that: (1) at the meeting held on June 26, 2017 the Laconia City Council approved authorization for the City of Laconia to enter into a field license agreement with the State of New Hampshire to use a portion of the state-owned Lakes Region Facility property located along Eastman Road, Laconia, New Hampshire known as Hank Risley Field and for the City Manager to execute said agreement on the City's behalf; (2) said authorization is retroactive to June 21, 2017 and has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (3) the following person has been appointed to and now occupies the City Manager's Office, City of Laconia, New Hampshire:

Scott Myers, City Manager

Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I hereunto set my hand as the City Clerk of Laconia, New Hampshire this 28 day of June, 2017.

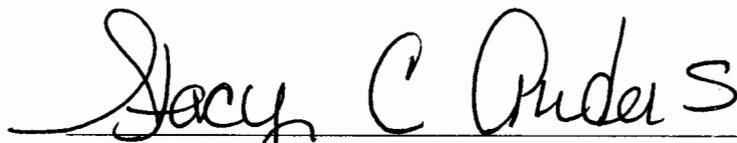


Mary Reynolds, City Clerk

State of New Hampshire
County of Belknap

On this 28 day of June, 2017, before me, the undersigned officer, personally appeared Mary Reynolds, who acknowledged herself to be the City Clerk of Laconia, New Hampshire, and that she, as such City Clerk, being authorized to do so, executed the foregoing instrument for this purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public/Justice of the Peace



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

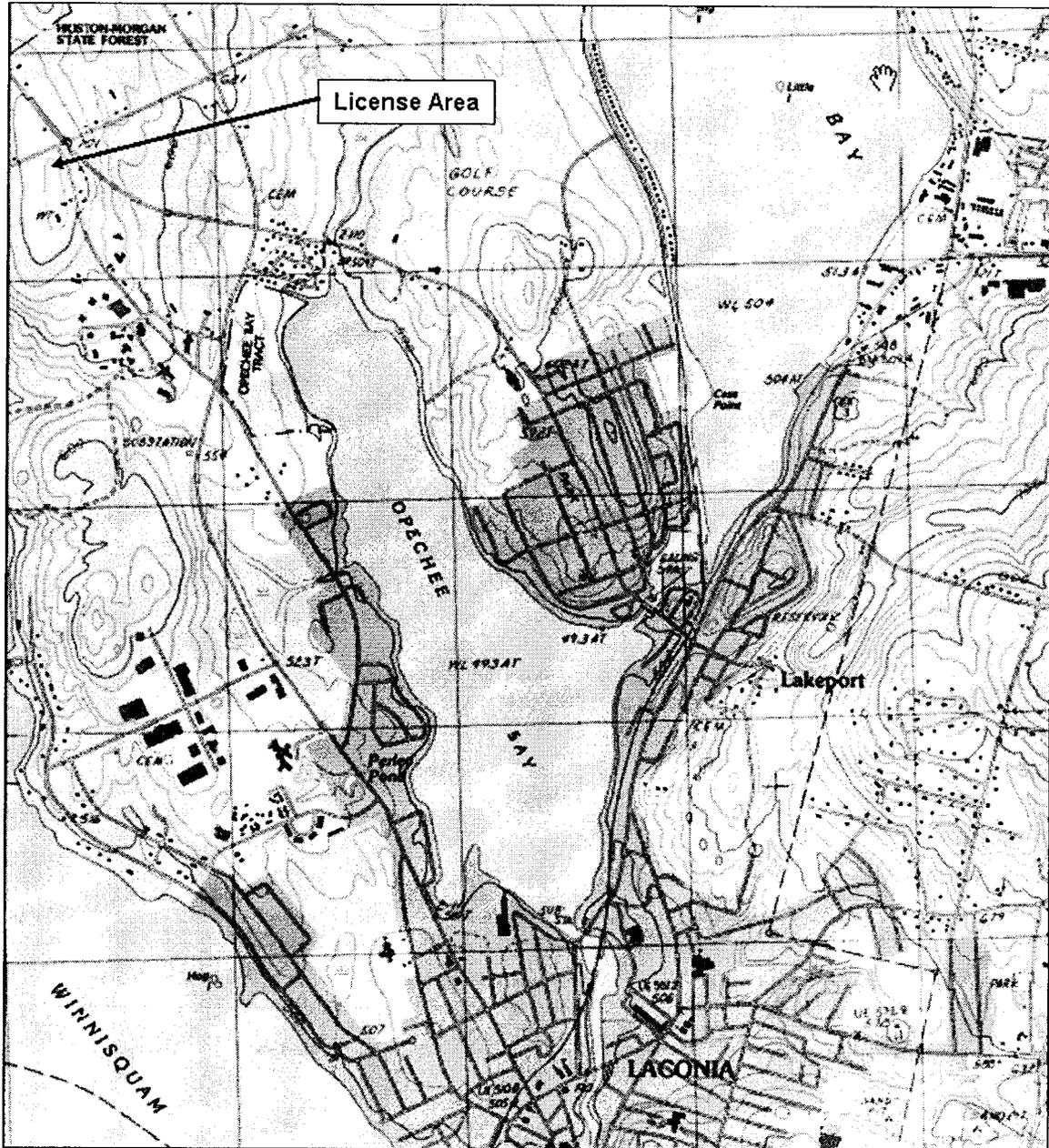
Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

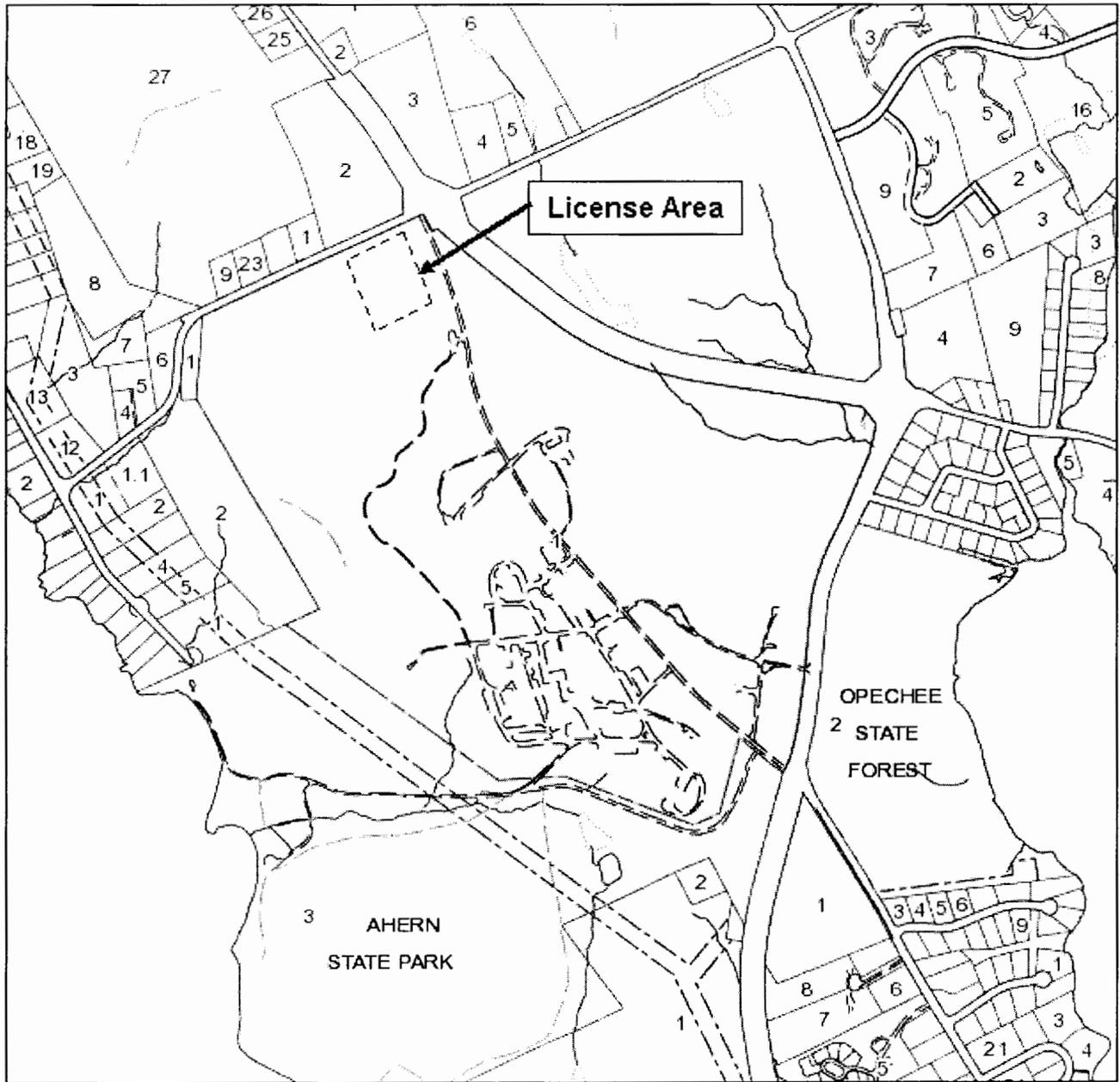
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Laconia 45 Beacon Street East Laconia, NH 03246		<i>Member Number:</i> 213	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not	
	General Liability (Occurrence Form)	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)	7/1/2017	7/1/2018	General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
X	Workers' Compensation & Employers' Liability	1/1/2017	1/1/2018	X Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Administrative Services 25 Capitol Street Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/20/2017 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



USGS Laconia Quad
City License Area
Lakes Region Facility
Laconia, NH



Tax Map Detail
City License Area
Lakes Region Facility
Laconia, NH
(Map 318, Block 142, Lot 1)

(The License Area location, shape, and size depicted above are approximate.)



Aerial View
City License Area
Lakes Region Facility
Laconia, NH

(The License Area location, shape, and size depicted above are approximate.)