



State of New Hampshire

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DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603) 271-3201

November 23, 2015

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into an amendment with the County of Rockingham, with a place of business at 119 North Road, Brentwood, NH 03833 ("County") for leasing of state owned property located in the Rockingham County Superior Court, #10 Route 125, Brentwood, NH for the term of January 1, 2016 to April 30, 2016, for an amount not to exceed \$59,816. **100% Agency Income**

Rental Income shall be deposited in the following account, Bureau of Court Facilities/Rent: 01-14-14-141510-2045-406918.

FY16
\$59,816

EXPLANATION

The County currently leases 18,053 square feet of space at the Rockingham County courthouse, #10 Route 125, Brentwood, NH pursuant to a three year Use of Premises Agreement first entered into on October 17, 2012 and approved by Governor & Council on December 19, 2012, item #21D. The Use of Premises Agreement is set to expire on December 31, 2015.

The Bureau of Court Facilities offered the County a three-year renewal agreement. In an effort to help facilitate an agreement, the Bureau met with the County Commissioners on November 4, 2015. While the term and rate structure has been agreed upon, entering into a four-month amendment will provide the additional time needed to adequately address the County's further space concerns. The annual rent of \$179,448 (approx. \$9.94 per square foot), shall be increased by 0%, and prorated to a monthly rent of \$14,954. The total amount of rent to be paid under the terms of the amendment shall not exceed four (4) payments, or an amount of \$59,816.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully Submitted,

Vicki V. Quiram
Commissioner

AMENDMENT

This Agreement (the "Amendment") is dated this 10th day of November, 2015, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Court Facilities, (the "Department") and the County of Rockingham, (the "County") with a place of business at 119 North Road, Brentwood, NH.

Whereas, pursuant to the initial three (3) year Use of Premises Agreement, ("Agreement") first entered into on October 17, 2012 and approved by the Governor & Executive Council on December 19, 2012 item #21D, the County agreed to lease 18,053 square feet of space at the Rockingham County Courthouse, #10 Route 125, Brentwood, N.H. upon the terms and conditions specified in the Agreement; and

Whereas, this four (4) month amendment provides the County and Department the additional time needed to resolve concerns centering around the County's space at the courthouse; and

Whereas, the Department is willing to allow four (4) months of continued occupancy effective January 1, 2016 to April 30, 2016;

Amendment of the current Agreement providing a delay in the expiration of the term is necessary to allow the County to continue lawful payment of rent while continuing occupancy,

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Department and County hereby agree to amend the Agreement as follows

Amendment of Agreement:

1. Term: The expiration date of the current agreement, December 31, 2015, is hereby amended to terminate four (4) months thereafter, April 30, 2016.

2. Rent: The annual rent of \$179,448 (approx. \$9.94 per square foot), shall be increased by 0%. The annual rent shall be prorated to a monthly rent of \$14,954 per month which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable upon January 1, 2016, and shall continue to be paid on the 1st day of each month during the amended term. The total amount of rent to be paid under the terms of this agreement shall not exceed four (4) months which is \$59,816.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 10th day of November 2015.

The State of New Hampshire
Department of Administrative Services

By: *Vicki Quiram*
Vicki Quiram, Commissioner

Rockingham County, by its
Board of Commissioners

By: *Thomas Tombarello*
Title: Chairman, Thomas Tombarello

By: *Kevin Coyle*
Title: Vice Chairman, Kevin Coyle

By: *Kevin St. James*
Title: Clerk, Kevin St. James

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE

Personally appeared before me the undersigned officers, the above named Thomas Tombarello, Kevin Coyle, and Kevin St. James, Known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 10th day of November 2015.

Laura L. Collins
Justice of the Peace/Notary Public



This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 24th day of November, 2015.

Jill Denvelles
Signature

Approved by Governor and Council this _____ day of _____, 2015. Agenda Item# _____.



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> Rockingham County 111 North Road Brentwood, NH 03833		<i>Member Number:</i> 609	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2015	1/1/2016	Each Occurrence	\$ 1,000,000
	Professional Liability (describe)			General Aggregate	\$ 2,000,000
	<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				
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	\$
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
<p>Description: Relative to the Brentwood Courthouse Lease Extension, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days notice prior to cancellation.</p>					

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 11/9/2015 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH - Dept of Administrative Services Bureau of Court Facilities State House Annex 25 Capitol St Concord, NH 03301					

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) KEVIN ST. JAMES, of (insert Municipality name) ROCKINGHAM COUNTY, do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) NEW HAMPSHIRE
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date:(insert meeting date) 11/10/2015

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the ROCKINGHAM COUNTY BOARD OF COMMISSIONERS

providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that THOMAS

TOMBARELLO, CHAIR, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill the appropriate names of individuals for each titled position)
Municipality Mayor: CHAIR: THOMAS TOMBARELLO
Municipality Clerk: KEVIN ST. JAMES
Municipality Treasurer: EDWARD R. BUCK

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) NOVEMBER 10, 2015

Clerk/Secretary (signature) [Signature]
In the State and County of: (State and County names) NEW HAMPSHIRE - ROCKINGHAM COUNTY

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE NEW HAMPSHIRE, COUNTY OF: ROCKINGHAM UPON THIS DATE (insert full date) 11/10/2015, appeared before me (print full name of notary) LAURA L. COLLINS

, the undersigned officer personally appeared (insert officer's name) KEVIN ST. JAMES

who acknowledged him/herself to be (insert title, and the name of municipality) CLERK, ROCKINGHAM COUNTY BOARD OF COMMISSIONERS and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the presence of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

[Signature] My commission expires October 29, 2019.





State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

12/19/12
Item # 210

COPY

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

December 4, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

In accordance to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities ("Department"), to enter into a three (3) year Use of Premises Agreement with Rockingham County ("County") for state owned property located in the Rockingham County Superior Courthouse, #10 Route 125, Brentwood, N.H. During the term of January 1, 2013 to December 31, 2015, the County shall pay the State \$532,920 for 18,052 square feet of office space located in the courthouse. 100% Agency income.

Funds received will be deposited in the following account:
01-14-14-141510-20450000-404011 - Rents from other Agency

Fiscal Year 2013	\$87,918
Fiscal Year 2014	\$176,736
Fiscal Year 2015	\$178,542
Fiscal Year 2016	\$89,724
Total Rental Income Three-Year Term:	\$532,920

EXPLANATION

The County wishes to enter into a Use of Premises Agreement for state owned property comprised of 18,053 square feet of office space located in the lower level of the Rockingham County Courthouse. The Department of Administrative Services, Bureau of Court Facilities has no need for the space and will fiscally benefit from the lease agreement. The County will benefit from close adjacency to daily Court business. Further, the rental rate has been calculated to cover the cost of operations and any amortized capital expenses.

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the Department of Administrative Service's request for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The Office of the Attorney General has reviewed and approved this occupancy agreement.

Respectfully submitted,

Linda M. Hodgdon
Commissioner



LRCP 12-060

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

November 28, 2012

Linda M. Hodgdon, Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 27, 2012, approved the request of the Department of Administrative Services, to enter into a three (3) year Use of Premises Agreement with Rockingham County for 18,053 square feet of state owned office space located in the lower level of the Rockingham County Superior Courthouse, #10 Route 125, Brentwood, NH, for the term of January 1, 2013 to December 31, 2015 for a total lease amount of \$532,920, at the schedule of annual rent as specified in the request dated October 29, 2012.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 17 day of October 2012, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, State House Annex, Room 420, 25 Capitol Street, Concord, New Hampshire 03301 and the County of Rockingham, ("County") acting by and through its Board of Commissioner, 119 North Road, Brentwood, New Hampshire.

The Department of Administrative Services hereby grants to the County, for a period of three (3) years, the right to use and occupy approximately 18,053 square feet of space (the "Premises") located in the lower level of the Rockingham County Courthouse, Brentwood, New Hampshire. The 18,053 square feet of the Premises is comprised of: 6,809 square feet of office space allocated to the County Attorney's Office, 10,341 square feet of space allocated to the Register of Deeds, and 903 square feet of the undivided lower level floor Common Area allocable to the County. The County may use the Premises only for the purpose of providing the space as herein described and such other lawful uses incident thereto. The County shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The County shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The County shall have no right to access restricted areas in the courthouse.

The use and occupancy by the County pursuant to this Agreement is granted subject to the following conditions:

1. Term: Subject to the provisions of Section 26 herein, the term of this Agreement shall be three (3) years, commencing on January 1, 2013 and continuing through the 31st day of December 2016 unless terminated earlier by either party as provided hereunder.
2. Rent: The County agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent:
 - 2.1 January 1, 2013 through December 31, 2013: approximately \$9.74 per square foot, which is \$14,653 per month, \$175,836 annually.
 - 2.2 January 1, 2014 through December 31, 2014: approximately \$9.84 per square foot, which is \$14,803 per month, \$177,636 annually.
 - 2.3 January 1, 2015 through December 31, 2015: approximately \$9.94 per square foot, which is \$14,954 per month, \$179,448 annually.

Total Rent Due for the Three-Year Term: \$ 532,920

3. Condition of Leased Premises: The County has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.
4. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the leased premises, except for telephone and computer networking services. The County will pay directly to the provider all costs associated with their telephone services and Computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.
5. Maintenance by the Department: The Department will provide maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. The Department will provide snowplowing or snow removal services for the parking areas and building entrances.
6. Janitorial Services by the County: The County shall provide janitorial services to the Leased Premises at its own expense with the exception of the 903 square feet of Common Area located on the lower level of the courthouse facility. The Department will provide janitorial services in the specified Common Area. Daily janitorial services shall conclude by 8:00 pm.
7. Maintenance by the County: The County shall maintain their own equipment, such as computer servers, back-up generators, copiers and other equipment at their sole expense. The County will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition.
8. Recycling: The County shall participate in the Department's recycling program. The Department shall provide the necessary containers to be strategically located throughout the facility and the County will partake and dispose of recyclable materials at the designated areas.
9. Repair of Damages to the Leased Premises: The County shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the County, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the County and agreed to by the Department, the County shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property. When requesting payment for loss or damage the Department shall submit an itemized invoice to the County documenting all costs.
10. Improvements and Renovations: No addition to or alterations or improvement of the Leased Premises shall be made without prior written consent of the Department, which consent shall not be unreasonably withheld.

11. Compliance with Laws: The County will at all times during the existence of this Agreement, promptly observe and comply with, at its sole cost and expense, the provisions applicable to the Leased Premises of all applicable federal, state and local laws, rules, regulations, and standards.
12. Quiet Enjoyment: The Department covenants and agrees the County's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the County in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the County agrees and covenants that in the event of an emergency requiring the Department to gain immediate access to the Premises, access shall not be denied.
13. Insurance by the County: During the period this Agreement is in effect, the County shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, with respect to the Premises and the property of which the Premises are a part, property insurance and comprehensive general liability insurance against all claims of bodily injury, death, or property damage, occurring on, in, or about the premises. Such insurance shall provide minimum protection limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policies shall be the standard form 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 has been received by the State. Each policy shall name the Department as additional insured.
14. Self-insurance by the Department: The Department is an administrative unit of the "State of New Hampshire" and which is "self-insured". A letter issued by the State of New Hampshire, Department of Administrative Services Bureau of Risk Management serving as a "Certificate of Insurance" is attached herein.
15. Indemnification: The County will defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
 - 15.1 Acts or Omissions of County: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Lease Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the County its agents, servants, contractors, or employees.

15.2 County's Failure to Perform Obligations: On account of or resulting from, the failure of the County to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the County, upon notice from Department shall at County's expense resist or defend such action or proceeding.

15.3 Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the County to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

16. Fire and Casualty: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, the Department or the County may elect to terminate this Lease. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire or causality, until such time as the Department repairs the Premises, provided however, that the County may elect to terminate this lease if:

- a. Department's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises or:
- b. Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the County grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the County's fixtures, property, or equipment, or any award for the County's moving expenses.

17. Event of Default; Termination by the Department and the County:

a. Event of Default; Department's Termination: In the event that:

- i. County's Failure to Pay Rent: The County shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- ii. County's Breach of Covenants, etc.: The County shall default in the observation of or performance of any other of the County's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the County specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Lease upon the County, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

b. Department's Default; County's Remedies: In the event that the Department defaults in the observance of any of the Department's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the County, and is not corrected within thirty (30) days of written notice by the County to the Landlord specifying such default and requiring it to be remedied, then the County at its option, may serve a written ten (10) day notice of cancellation of this Lease upon the Department, and upon the expiration of such a ten day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the County, the Department shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by County, failing which, the County may terminate this Lease upon ten (10) days written notice to Department.

c. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

18. Termination by the Department or the County: Either party may terminate this Agreement upon one hundred & eighty (180) days prior written notice to the other.

19. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the County shall give notice to the Department of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Department for a renewal agreement. On or before the date of expiration of this Agreement, the County shall vacate the premises, remove its personal property there from and quit and surrender the leased premises restored to good condition, reasonable use and wear thereof excepted. If the County shall fail to remove its personal property and so restore the premises, then at the option of the Department, such property shall either become property of the State without compensation therefore, or the Department may cause the property to be removed and the premises to be restored at the expense of the County and no claim of damage against the Department, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.
20. Assignment: This Agreement shall not be transferred or assigned.
21. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and approved by Governor and Council.
22. Sovereign Immunity: No provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
23. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.
24. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
25. Third Parties: The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
26. Approval Contingency: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until it is approved by all parties having authority on behalf of the State of New Hampshire, including the Governor and Executive Council on the behalf of the Department, and by the Board of Commissioners on behalf of the County and funded by the Rockingham County Delegation. In the event that said approval and funding requests are denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 17 day of October 2012.

The State of New Hampshire
Department of Administrative Services

By: Linda M. Hodgdon
Linda M. Hodgdon, Commissioner

Rockingham County, by its
Board of Commissioners

By: Maureen Barrows
Title: Chair, Commissioner Maureen Barrows

By: Katharin K. Pratt
Title: Vice Chair, Commissioner Katharin K. Pratt

By: C. Donald Stritch
Title: Clerk, Commissioner C. Donald Stritch

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE

Personally appeared before me the undersigned officers, the above named Commissioner Maureen Barrows, Commissioner Katharin K. Pratt, and Commissioner C. Donald Stritch, Known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 17th day of October 2012.

[Signature]
Justice of the Peace/Notary Public
My Commission Expires 9/28/2016



This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 13th day of November 2012.

Rosemary Kial
Maureen Barrows
Signature

Approved by Governor and Council this DEC 19 2012 day of December, 2012. Agenda Item# _____.

[Signature] DEPUTY SECRETARY OF STATE

New Hampshire Council on Resources and Development

Office of Energy and Planning
Regional Drive, Concord, NH 03301
Phone: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,

Mary Ann Manoogian
Chairman

cc: Peter Goodwin

ECF 01 0:37 DEC03'04



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.

Participating Member: Rockingham County 111 North Road Brentwood, NH 03833	Member Number: 609	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2012	1/1/2013	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:

Description: Brentwood Courthouse Lease Extension. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days notice prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH - Dept of Administrative Services Bureau of Court Facilities State House Annex 25 Capitol St Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 10/17/2012 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) C. DONALD STRITCH, of (insert Municipality name) ROCKINGHAM COUNTY, NEW HAMPSHIRE, do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) NEW HAMPSHIRE
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date:(insert meeting date) 10/17/2012.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the BOARD OF ROCKINGHAM COUNTY COMMISSIONERS

providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that MAUREEN BARROWS, CHAIR, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill the appropriate names of individuals for each titled position)
Municipality Mayor: CHAIR, MAUREEN BARROWS
Municipality Clerk: C. DONALD STRITCH
Municipality Treasurer: EDWARD R. BUCK

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) OCTOBER 17, 2012

Clerk/Secretary (signature C. Donald Stritch)
In the State and County of: (State and County names) ROCKINGHAM COUNTY, NEW HAMPSHIRE

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE NEW HAMPSHIRE, COUNTY OF: ROCKINGHAM UPON THIS DATE (insert full date) 10/17/2012, appeared before me (print full name of notary) CHRISTOPHER MAXWELL, the undersigned officer personally appeared (insert officer's name) C. DONALD STRITCH

who acknowledged him/herself to be (insert title, and the name of municipality) CLERK, ROCKINGHAM COUNTY BOARD OF COMMISSIONERS and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

MY COMMISSION EXPIRES 9/28/2016

(Handwritten signature of Christopher Maxwell)

