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

CHARLES M. ARLINGHAUS  
Commissioner  
(603)-271-3201

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

November 17, 2017

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

**REQUESTED ACTION**

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a four (4) year Use of Premises Agreement with the County of Hillsborough, Goffstown, NH 03045 ("County") for leasing of state owned property located in the Hillsborough County Superior Court located at 300 Chestnut Street, Manchester, NH, for the term of January 1, 2018 to December 31, 2021, for the amount not to exceed \$495,747.24. **100% Agency Income**

Rental Income shall be deposited in the following account, Bureau of Court Facilities/Rent: 01-14-14-141510-20450000-406918.

<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>Total</u>
\$61,353.36	\$123,320.22	\$123,933.72	\$124,553.40	\$62,586.54	\$495,747.24

**EXPLANATION**

The County wishes to enter into a four-year Use of Premises Agreement for state owned property comprised of 9,433 square feet of office space located in the Hillsborough County Superior Court, 300 Chestnut Street, Manchester, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and will fiscally benefit from the lease agreement, while the County benefits from close adjacency to daily court business. 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 request made by the Department of Administrative Services 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 agreement.

Respectfully Submitted,

Charles M. Arlinghaus  
Commissioner



LRCP 17-031

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

CHRISTOPHER M. SHEA, 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

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

November 15, 2017

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

Dear Commissioner Arlinghaus,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 14, 2017, approved the request of the Department of Administrative Services, to enter into a four (4) year Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, N.H. 03045 for leasing of state owned property consisting of 9,433 square feet of office space located in the Hillsborough County Superior Court, 300 Chestnut Street, Manchester, N.H., for the term of January 1, 2018 to December 31, 2021, at a total lease cost of \$495,747.24 to be paid to the State of New Hampshire, for the schedule of annual rent and subject to the conditions as specified in the request dated October 12, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachment

Cc: Tammy Nelson, Bureau of Plant and Property Management ✓  
Department of Administrative Services



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

CHARLES M. ARLINGHAUS  
 Commissioner  
 (603)-271-3201

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

October 12, 2017

The Honorable Gene Chandler, Chairman  
 Long Range Capital Planning and Utilization Committee  
 Legislative Office Building – Room 201  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

In accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a four (4) year Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, NH 03045 ("County") for leasing of state owned property located in the Hillsborough County Superior Court located at 300 Chestnut Street, Manchester, NH. During the term of January 1, 2018 to December 31, 2021, the County shall pay the State \$495,747.24 for the leased space located in the courthouse.  
**100% Agency Income**

**EXPLANATION**

The County wishes to enter into a Use of Premises Agreement for state owned property comprised of 9,433 square feet of office space located in the Hillsborough County Superior Court, 300 Chestnut Street, Manchester, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and will fiscally benefit from the lease agreement, while the County benefits from close adjacency to daily court business. The rental rate has been calculated to cover the cost of operations and any amortized capital expenses.

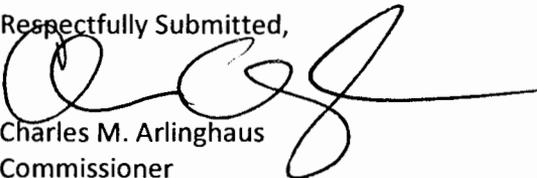
The rental income to the State shall be as follows during the four year term:

<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>Total</u>
\$61,353.36	\$123,320.22	\$123,933.72	\$124,553.40	\$62,586.54	\$495,747.24

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services 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 agreement.

Respectfully Submitted,



Charles M. Arlinghaus  
 Commissioner

# New Hampshire Council on Resources and Development

Office of Energy and Planning  
1 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

## AGREEMENT FOR USE OF PREMISES

This Agreement is made this 11<sup>th</sup> day of OCTOBER 2017, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, located at 25 Capitol Street, Room 115, Concord, New Hampshire 03301 and the **County of Hillsborough**, acting by and through the Board of Commissioners ("County"), with a place of business at 329 Mast Road, Goffstown, New Hampshire 03045.

The Department of Administrative Services hereby grants to the County, for a period of four (4) years, the right to use and occupy approximately **9,433 square feet of space** (the "Premises") as outlined in Exhibit A (attached herein), located in the Hillsborough County Superior Court, 300 Chestnut Street, Manchester, New Hampshire. The 9,433 square feet is comprised of: 3,459 square feet of office space allocated to the Victims Witness Area on the lower level of the courthouse and 5,974 square feet of office space allocated to the County Attorney's Area on the first floor of the courthouse which includes the Sheriff's Office space. The County may use the Premises only for 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:** The term of this Agreement shall be four (4) years, commencing on January 1, 2018 and continuing through the 31st day of December 2021 unless terminated earlier by either party as provided hereunder. Notwithstanding the term, the County may serve sixty (60) days written notice to the department of its intention to vacate the premises and upon quitting said premises shall have no further lease payment obligation
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, 2018 through December 31, 2018: approximately \$13.01 per square foot, which is \$10,225.56 per month, \$122,706.72 annually.
  - 2.2 January 1, 2019 through December 31, 2019: approximately \$13.14 per square foot, which is \$10,327.81 per month, \$123,933.72 annually.
  - 2.3 January 1, 2020 through December 31, 2020: approximately \$13.14 per square foot, which is \$10,327.81 per month, \$123,933.72 annually.
  - 2.4 January 1, 2021 through December 31, 2021: approximately \$13.27 per square foot, which is \$10,431.09 per month, \$125,173.08 annually.

Total Rent Due for the three-year Term: \$495,747.24

Initials:       
Date: 10-11-17

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. Parking: The Department shall provide fifteen (15) reserved parking spaces assigned to the County for use at the Premises as shown in Exhibit B (attached herein) depicting County parking spaces numbered 1 – 15 on the site plan.
5. 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.
6. Janitorial Services and Maintenance by the Department: The Department shall provide janitorial services and maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. Provision of janitorial services shall include trash removal from the Leased Premises and snow removal services for the parking areas and the building entrances.
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 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 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 that, subject to the provisions of Section 9, the County's quiet and peaceful enjoyment of the Premises shall not be subject to unscheduled disruptions or interference 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 or Pooled Risk Coverage 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 with respect to the Premises and the property of which the Premises are a part, property insurance and general liability insurance, or pooled-risk coverage. Such insurance or pooled risk coverage shall provide minimum protection limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any insurance policies, if insurance is chosen over pooled risk coverage, 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 insurance 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 insurance policy shall name the Department as additional insured. In the event the County utilizes pooled risk coverage, the Department shall be named as an additional covered party but only with respect to claims arising solely out of the negligent acts or omissions of the County or its agents, within the scope of their employment, in connection with their use of the Premises and subject to the provisions of the pooled risk coverage document.
14. Self-insurance by the Department: The Department is an administrative unit of the State of New Hampshire, which is self-insured.
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 for claims arising solely out of the negligent acts or omissions of the County or its agents, within the scope of their employment, in connection with their use of the Premises and subject to the provisions of the pooled risk coverage document:
- 15.1 Acts or Omissions of the 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 leased 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 Department 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. 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.
19. Assignment: This Agreement shall not be transferred or assigned.
20. 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.
21. Sovereign Immunity: Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
22. 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.
23. 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.
24. 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.
25. Effective Date of Agreement, 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 Long Range Capital Planning & Utilization Committee and the Governor and Executive Council on the behalf of the Department, and by the County Commissioners, Executive Committee and Delegation on behalf of the County of Hillsborough. This agreement supersedes all prior agreements and understandings. 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 11th day of October 2017.

**The State of New Hampshire  
Department of Administrative Services**

By: [Signature]  
Charles M. Arlinghaus, Commissioner

**Hillsborough County, by its Board of Commissioners**

By: [Signature]  
Print: Toni Pappas  
Title: Chairman

By: [Signature]  
Print: Robert Rowe  
Title: Vice Chairman

By: [Signature]  
Print: Paul Bergeron  
Title: Clerk

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 Toni Pappas, Robert Rowe, Paul Bergeron, 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 11 day of October 2017.



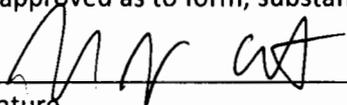
[Signature]

Initials: [Signature]  
Date: 10-11-17

Justice of the Peace/Notary Public

Initials: PO  
Date: 12-11-17

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 21<sup>st</sup> day of November 2017.

  
Signature

Approved by Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
Agenda Item No: \_\_\_\_\_.

Initials:   
Date: 10-11-17

CERTIFICATE FOR  
MUNICIPALITIES

I, Paul G. Bergeron, of the County of Hillsborough, Do hereby certify to the following assertions:

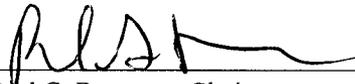
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners'
3. I am fully authorize to issue certificates with respect to the contents of such records;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Hillsborough County Board of Commissioners. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: October 11, 2017.

**RESOLVED:** That this County shall enter into a contract amendment with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by Hillsborough County of certain services as documented within the foregoing Agreement for Use of Premises, and that the officials listed, the Hillsborough County Board of Commissioners, Toni H. Pappas, Chairman, Robert H. Rowe, Vice-Chairman and Paul G. Bergeron, Clerk, on behalf of the County are authorized and directed to enter into said lease Agreement for Use of Premises 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 the County in order to accomplish the same.

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

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof;
6. The following person or person have been duly elected to, and now occupy, the Office or Offices indicated
  - a. Chairman, Board of Commissioners: Toni H. Pappas
  - b. Vice-Chair, Board of Commissioners: Robert H. Rowe
  - c. Clerk, Board of Commissioners: Paul G. Bergeron

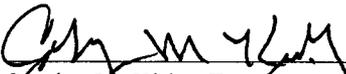
IN WITNESS WHEREOF: As the Clerk of this Board of Commissioners, I sign below upon this date:  
October 11, 2017

  
\_\_\_\_\_  
Paul G. Bergeron, Clerk

In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH, UPON THIS DATE, October 11, 2017, appeared before me, Carolyn M. Kirby, Esq., the undersigned officer personally appeared, Paul G. Bergeron, who acknowledged himself to be Clerk of the Hillsborough County Board of Commissioners and that being authorized to do so he executed the foregoing instrument for the purposes therein contained by signing be himself in the name of the County.

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

  
\_\_\_\_\_  
Carolyn M. Kirby, Esq.





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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> Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		<i>Member Number:</i> 608	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiry Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b>  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Lease of space at Hillsborough County Superior Court-North. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely 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 prior to cancellation.					

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party		<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301					<b>By:</b> <i>Tammy Denver</i>
					<b>Date:</b> 10/11/2017    tdenver@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax