

State of New Hampshire

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

64 DM

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

September 19, 2014

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

Retroactive

REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to **retroactively** amend the 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 Courthouse located at 300 Chestnut Street, Manchester, NH, to extend the expiration date from September 30, 2014 to December 31, 2017, and by increasing the rental income by \$392,043.36, from \$345,248 to \$737,291.36. **100% Agency Income**

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

<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>Total</u>
\$88,890	\$120,000	\$121,800	\$61,353.36	\$392,043.36

EXPLANATION

This request is retroactive due to administrative delays in processing the required documents. The original use of premises agreement with the County was approved by Governor and Council on September 28, 2011, item #25. This agreement was for a three-year term commencing October 1, 2011 and set to expire September 30, 2014.

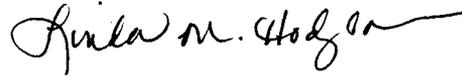
The County wishes to amend the Use of Premises Agreement for state owned property comprised of 9,433 square feet of office space on the lower level and the first floor of the Hillsborough County Superior Court North Courthouse, 300 Chestnut Street, Manchester, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and the County is well satisfied with the premises and benefits from close adjacency to daily court business.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 19, 2014
Page 2 of 2

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,



Linda M. Hodgdon
Commissioner



LRCP 14-026

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

September 17, 2014

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 September 16, 2014, approved the request of the Department of Administrative Services, to amend the Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, New Hampshire 03045 for leasing of state owned property located in the Hillsborough County Superior Court located at 300 Chestnut Street, Manchester, New Hampshire, to extend the expiration date from September 30, 2014 to December 31, 2017, for an amount not to exceed \$392,043.36, for the schedule of annual rent as specified in the request dated June 25, 2014.

The Long Range Capital Planning and Utilization Committee approved the original request (LRCP 11-029) on August 23, 2011.

Sincerely,

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

Michael W. Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachment

Cc: Michael Connor, Deputy Commissioner
Sarah Lineberry, Administrator, Bureau of Court Facilities ✓

AMENDMENT

This Agreement (the "Amendment") is dated this 2nd day of June, 2014, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Court Facilities, (the "Landlord") and the County of Hillsborough (the "Tenant") with a place of business at 329 Mast Road, Goffstown, N.H.

Whereas, pursuant to a three (3) year Use of Premises Agreement (the "Agreement") for 9,433 square feet of space located on the lower level and first floor of the Hillsborough County Superior Court North Courthouse, 300 Chestnut Street, Manchester, N.H. (the "Premises") which commenced October 1, 2011 and is set to expire September 30, 2014, was first entered into on July 12, 2011 and approved by the Long Range Capital Planning and Utilization Committee on August 23, 2011 and the Governor & Executive Council on September 28, 2011 (item #25), the Landlord agreed to lease the Premises upon the terms and conditions specified in the Agreement, and in consideration of payment by the Tenant of certain sums specified therein; and

The Tenant is well satisfied with their rental premises in the Hillsborough County Superior Court North facility and therefore would like to extend the current Agreement's expiration date from September 30, 2014 to December 31, 2017;

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

Amendment of Agreement:

3.1 Term: The expiration date of the current Agreement, September 30, 2014, is hereby amended to expire no later than December 31, 2017.

4.1 Rent: The current annual rate of \$117,346.56 (approx. \$12.44 per square foot) shall remain in effect until December 31, 2014 and thereafter the rental rate escalation shall be 1.5% per year as per the payment schedule table.

Year	Term	SF Cost	Monthly Rent	Annual Rent	Approx. Increase
1	October 1, 2014 to December 31, 2014	12.44	\$9,778.88	\$ 29,336.64	
2	January 1, 2015 to December 31, 2015	12.63	\$9,925.56	\$119,106.72	1.5%
3	January 1, 2016 to December 31, 2016	12.82	\$10,074.44	\$120,893.28	1.5%
4	January 1, 2017 to December 31, 2017	13.01	\$10,225.56	\$122,706.72	1.5%
	Total Rent Due for the Four Year Term:			\$392,043.36	

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Long Range Capital Planning and Utilization Committee and 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 2nd day of June 2014.

The State of New Hampshire
Department of Administrative Services

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

County of Hillsborough, by its
Board of Commissioners

By: Toni H. Pappas
Toni H. Pappas, Chairman

By: Carol H. Holden
Carol H. Holden, Vice Chairman

By: Sandra Ziehm
Sandra Ziehm, 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 Sandra Ziehm, 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 2nd day of June 2014.



Constance Beaulac
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 3rd day of July 2014.

Rosemary
Signature

Approved by Governor and Council this _____ day of _____, 2014. Agenda Item# _____

CERTIFICATE FOR
MUNICIPALITIES

I, Sandra Ziehm, of The County of Hillsborough, Do hereby certify to the following assertions:

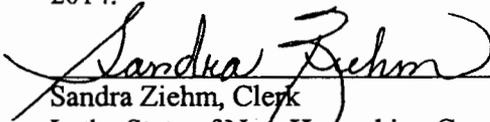
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners;
3. I am fully authorized to issue certificates with 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 Hillsborough County Board of Commissioners. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: June 2, 2014.

RESOLVED: That this County shall enter into a contract with the State of New Hampshire, acting by and through its Commissioner of Administrative Services, providing for the performance by Hillsborough County of certain services as documented within the foregoing Amendment and that the officials listed, the Hillsborough County Board of Commissioners, Toni H. Pappas, Chairman, Carol H. Holden, Vice-Chairman, and Sandra Ziehm, Clerk, on behalf of the County are authorized and directed to enter into the said Amendment 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 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 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:
 - a. Chairman, Board of Commissioners: Toni H. Pappas
 - b. Vice-Chairman, Board of Commissioners: Carol H. Holden
 - c. Clerk, Board of Commissioners: Sandra Ziehm

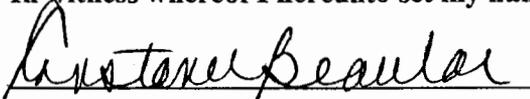
IN WITNESS WHEREOF: As the Clerk of this County, I sign below upon this date: June 2, 2014.



Sandra Ziehm, Clerk
In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH UPON THIS DATE, June 2, 2014, appeared before me, Constance Beaulac the undersigned officer personally appeared, Sandra Ziehm, who acknowledged herself 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 by himself in the name of the County.

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







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: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	Member Number: 608	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013 7/1/2014	7/1/2014 7/1/2015	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 1,000,000 \$ 2,000,000 \$
<input type="checkbox"/>	Automobile Liability <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			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)	

Description: Courthouse Lease. 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.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301				By: <i>Tammy Denver</i>
				Date: 6/17/2014 tdenver@nhprimex.org
				Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		Member Number: 608		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
General Liability (Occurrence Form)				Each Occurrence	\$
Professional Liability (describe)				General Aggregate	\$
<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					
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				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
			By: <i>Tammy Denver</i>
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301			Date: 6/17/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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
1-800-735-3964

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

9/28/11
G+C
Item # 25



State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

September 8, 2011

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

REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a three (3) year Use of Premises Agreement with the County of Hillsborough, for an amount not to exceed \$345,248, for the leasing of state owned property located in the Hillsborough County Superior Courthouse (North), Manchester, NH. This Use of Premise Agreement, upon Governor and Executive Council, is effective from October 1, 2011 to September 31, 2014. 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 Courthouse (North) in Manchester, N.H. 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 will benefit 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 term:

Year	Term	SF Cost	Monthly Rent	Annual Rent
1	October 1, 2011 to September 31, 2012	11.96	\$9,409.56	\$112,819
2	October 1, 2012 to September 31, 2013	12.20	\$9,590.22	\$115,083
3	October 1, 2013 to September 31, 2014	12.44	\$9,778.88	\$117,347
	Total Three Year Agreement			\$345,248

Rental income shall be deposited into the following account:

01-14-14-141510-2045-406918 Bureau of Court Facilities - Rent/Court Facilities

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 use of occupancy agreement.

Respectfully submitted,

Linda M. Hodgdon
Commissioner

AUG24'11 PM 3:23 DAS



LRCP 11-029

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

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3181

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3181

August 23, 2011

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 August 23, 2011, approved the request from the Department of Administrative Services, Bureau of Court Facilities, to enter into a three (3) year Use of Premises Agreement with the County of Hillsborough; for which the County shall pay in total \$345,248 for use of 9,433 square feet of office space located on state owned property located in the Hillsborough County Superior Courthouse (North), Manchester from October 1, 2011 to September 31, 2014, for the schedule of annual rent as specified in the request dated August 5, 2011.

Sincerely,

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

Michael Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachment

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 12 day of July 2011, by and between the State of New Hampshire, Department of Administrative Services, Bureau of Court Facilities ("Department"), with a place of business at the State House Annex, Room 420, 25 Capitol Street, Concord, New Hampshire 03301 and the County of Hillsborough, acting by and through its Board of Commissioners ("County"), with a place of business at 329 Mast Road, Goffstown, New Hampshire 03045.

The Department hereby grants to the County, for a period of three (3) years, the right to use and occupy approximately 9,433 square feet of space (the "Premises"), as outlined in Exhibit A (attached herein), located at Hillsborough County Superior Court-North, 300 Chestnut Street, Manchester, N.H. The 9,433 square feet is comprised of: 3,459 SF 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 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:** The Term of this Agreement shall be three (3) years, commencing on October 1, 2011 and continuing through the 31st day of September 2014.
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: Total Square Footage of Premises is 9,433.

Year	Term	SF Cost	Monthly Rent	Annual Rent
1	October 1, 2011 to September 31, 2012	11.86	\$9,401.56	\$112,818.72
2	October 1, 2012 to September 31, 2013	12.80	\$9,590.22	\$115,082.64
3	October 1, 2013 to September 31, 2014	12.44	\$9,778.88	\$117,346.56
Total Rent Due for the Three-Year Term:				\$345,247.92

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 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 snowplowing or snow removal services for the parking areas and building entrances.
7. Maintenance by the County: The County shall maintain their own equipment, such as computer servers, back-up generators, telephones, 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 improvements of the Premises shall be made by the County 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 comprehensive 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" and which is "self-insured."

15. Indemnification: The County will defend and indemnify 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 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 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 being 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 Department's 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 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 other 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 other 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:

1. 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:

2. 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. 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: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this agreement and the commencement of the term and any extension of thereof, is conditioned upon its approval by the Governor and Executive Council of the State of NH. It is further understood and agreed by the parties hereto that commencement of the initial term is subject to additional parties having authority, including the Long Range Capital Planning and Utilization Committee on behalf of the Department, and this Agreement constitutes the entire agreement and understanding between the parties, and by the County Commissioners on behalf of the County of Hillsborough. This Agreement supersedes all prior agreements and understandings. In the event that said approvals are denied, then this Agreement 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 12 day of July, 2011.

The State of New Hampshire
Department of Administrative Services

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

Hillsborough County, by its
Board of Commissioners

By: Sandra Ziehm
Title: Chairman

By: Carol Holden
Title: Vice Chairman/Clerk

By: Toni Pappas

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 S. ZIEHM, C. HOLDEN, T. PAPPAS known or satisfactorily proven, to be the person whose names are signed above, and acknowledged that he/she executed this document in the capacity indicated above on this 12 day of July, 2011.

VIRGINIA M. CHANDLER, Notary Public
My Commission Expires September 17, 2013

Virginia M. Chandler
Justice of the Peace/Notary Public

This is To Certify that the above Agreement has been reviewed by the Department of Justice and approved as to form, substance, and execution this 10th day of August, 2011.

Rosemary Wiant
Signature: Rosemary Wiant

Approved by Governor and Council this _____ day of _____, 2011.
Agenda Item No. _____

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 94:40 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



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) 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 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 is entitled to the categories of coverage set forth below. In addition, Primex 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, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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. 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: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		Member Number: 608	Company Administering Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Dorovan 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) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2011	7/1/2012	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one)	\$
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			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)	
Description: Lease of space at Hillsborough County Superior Court North to commence on October 1, 2011. 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.				

CERTIFICATE HOLDER: <input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee	Primex - NH Public Risk Management Exchange
	By: <i>Tammy Downer</i>
	Date: 7/11/2011 tdenver@nhprimex.org
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301	Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE FOR
MUNICIPALITIES

I, Carol H. Holden, of The County of Hillsborough, Do hereby certify to the following assertions:

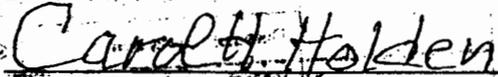
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners;
3. I am fully authorized to issue certificates with 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 Hillsborough County Board of Commissioners. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: June 23, 2011.

RESOLVED: That this County shall enter into a contract with the State of New Hampshire, acting by, and through its Commissioner of Administrative Services, providing for the performance by Hillsborough County of certain services as documented within the foregoing Lease, and that the officials listed, the Hillsborough County Board of Commissioners, Sandra Ziehm, Chairman, Carol H. Holden, Vice-Chairman/Clerk, and Toni H. Pappas, on behalf of the County are authorized and directed to enter into 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 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 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:
 - a. Chairman, Board of Commissioners: Sandra Ziehm
 - b. Vice-Chairman/Clerk, Board of Commissioners: Carol H. Holden
 - c. Member, Board of Commissioners: Toni H. Pappas

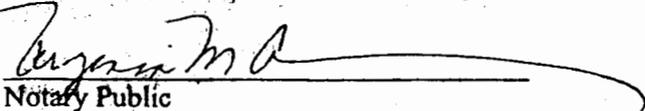
IN WITNESS WHEREOF: As the Clerk of this County, I sign below upon this date: August 24, 2011



Carol H. Holden, Vice-Chairman/Clerk
In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH UPON THIS DATE, AUGUST 24, 2011, appeared before me, 8/24/11 the undersigned officer personally appeared, Carol H. Holden, who acknowledged herself 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 by himself in the name of the County.

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


Notary Public

VIRGINIA M. CHANDLER, Notary Public