



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

42A [Signature]

May 31, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

Retroactive/sole source

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a **retroactive, sole source** lease amendment, (Amendment #2), to extend the current lease with Hillsborough County (VC 177406), 329 Mast Road, Goffstown, NH, by increasing the lease amount \$493,453.17, from \$1,747,223.18 to \$2,240,676.35, and extending the end date from June 30, 2015 to June 30, 2017, for the continued provision of leasing building and grounds to house women inmates of the New Hampshire State Prison for Women (NHSP/W) located at 317 Mast Road, Goffstown, NH. The original lease was approved by Governor and Executive Council on June 5, 2008, Item # 97B and Amendment Agreement #1 was approved by Governor and Executive Council on August 22, 2012, Item #40. This lease amendment request is effective upon Governor and Executive Council approval for the period of July 1, 2015 through June 30, 2017, with an option to renew for one (1) additional period of up to twelve (12) months upon mutual agreement of the parties and approval by Governor and Executive Council. 100% General Funds.

Funding is available in account, *NHSP/W-Prison for Women*: 02-46-46-466010-7111-022-500248 as follows with the authority to adjust encumbrances in each of the State fiscal years through the budget office if needed and justified.

Original Lease Contract: NH State Prison for Women						
Account:	Description:	SFY 2008-2012	SFY 2013-2015	SFY 2016	SFY 2017	Total
022-500248	Rents and Leases other than State	1,051,265.71	-	-	-	1,051,265.71
Lease Amendment #1 Contract: NH State Prison for Women						
Account:	Description:	SFY 2008-2012	SFY 2013-2015	SFY 2016	SFY 2017	Total
022-500248	Rents and Leases other than State	-	695,957.47	-	-	695,957.47
Lease Amendment #2 Contract: NH State Prison for Women						
Account:	Description:	SFY 2008-2012	SFY 2013-2015	SFY 2016	SFY 2017	Total
022-500248	Rents and Leases other than State	-	-	243,680.58	249,772.59	493,453.17
Total Lease Contract Amount:						2,240,676.35

EXPLANATION

This Amendment Agreement is **retroactive** due to administrative delays stemming from lengthy negotiations and protracted submittal, review and approval processes.

This Amendment Agreement is **sole source** due to the specialized nature and use of the leased property. The NH Department of Corrections has leased the building and grounds of this property since 1989 for the purpose of housing female inmates and seeks to continue this arrangement through this sole source request.

The NH Department of Corrections seeks to amend the existing five (5) year lease contract with Hillsborough County, originally approved by Governor and Executive Council on June 25, 2008, Item #97B, and Amendment Agreement #1, approved by Governor and Executive Council on August 22, 2012, Item #40, to extend the termination date for up to two (2) years, with an option to renew up to an additional one (1) year, and also increase the price limitation for the lease of land and buildings located at 317 Mast Road, Goffstown, NH which serves as the NH State Prison for Women. This lease is for all land and buildings on the approximate eleven (11) acre property as identified by Exhibit B-Description and as identified on the Goffstown Tax Map #6, lots 20, 33 and 35. The Agreement's "Conditional Obligation of the State" paragraph has been amended to provide the State with increased flexibility for early cancellation and the Agreement may be terminated (either in whole or in part) with 60 days prior written notice in the instance of either "State owned facilities" or "State funded facilities" become available.

This amendment provides scheduled annual increases of 2.5% effective upon commencement of the term and upon each the anniversary date of the term. The schedule of annual rent shall be as follows:

Rent Schedule for Goffstown Lease July 1, 2015 through June 30, 2017			
Year	Lease Dates	Annual Rent	Escalation above Prior Year
1	7/1/2015 to 6/30/2016	\$ 243,680.58	2.5%
2	7/1/2016 to 6/30/2017	\$ 249,772.59	2.5%
Total Two Year Lease		\$ 493,453.17	

Provision of all utilities and all maintenance will continue to be the Department's additional responsibility. The facility's utilities expense is estimated at \$169,011 annually, and the provision of custodial services, building and grounds maintenance will be conducted by either inmate workers or staff.

Respectfully Submitted,



William L. Wrenn
Commissioner

AMENDMENT #2

This Agreement (the "Amendment #2") is dated this ____ day of _____, 2015 and is by and between the State of New Hampshire acting by and through the Commissioner of the Department of Corrections, (the "Department") with a place of business at P.O. Box 1806, 105 Pleasant Street, Concord, NH 03301 and the County of Hillsborough, acting by and through its Board of Commissioners, (the "County") with a place of business at 329 Mast Road, Goffstown NH 03045.

Whereas, pursuant to a five year "Agreement for Use of Premises" (the "Agreement") for all land and buildings on an approximate eleven (11) acre property which includes the buildings occupied by the New Hampshire State Prison for Women, located at 317 Mast Road, Goffstown NH (the "Premises"). The original Agreement was entered into on June 5, 2008 and was retroactively approved by the Governor & Executive Council on June 25, 2008, item #97B, the County agreed to lease the Premises upon the terms and conditions specified in the Agreement which commenced retroactively to July 1, 2007 and expired June 30, 2012. Thereafter a three year amended agreement, (Amendment Agreement #1), was entered into which commenced July 1, 2012 and was retroactively approved by the Governor and Executive Council on August 22, 2012, Item #40, and expired June 30, 2015; in consideration of payment by the Department of certain sums as specified therein; and

Whereas, the Department cannot commit to long term renewal of the Premises due to ongoing fiscal, legislative and business restrictions and initiatives that may directly affect such tenancy, however the outcome of these initiatives will not be known in the near future and the prior Agreement has expired, and;

Use of the Premises is needed to continue providing a women's prison for the State of New Hampshire in a reasonably cost effective manner, and;

Amendment of the Agreement is necessary to allow the Department to continue lawful payment of rent, and the County is willing to allow up to twenty-four (24) months of continued occupancy under the terms of the originating Agreement;

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

Amendment #2 of Agreement:

- 1.1 Term:** The expiration date of Amendment Agreement #1, June 30, 2015, is hereby retroactively amended to terminate no more than twenty-four (24) months thereafter on June 30, 2017. The County agrees the Department shall

have an option to renew this amendment upon reaching mutually acceptable terms for one (1) additional period of up to twelve (12) months, such renewal shall however be contingent upon approval of the Governor and Executive Council.

2. **Rent:** The current annual rent of \$237,737.15 shall retroactively escalate 2.5% to the inception date of this amended term and shall escalate an additional 2.5% upon the anniversary date of the Term. Rent shall be paid in equally quarterly installments with the first such installment due July 1, 2015 or within thirty days of Governor and Executive Council approval of the Agreement, whichever date is later. The total amount of rent to be paid under the terms of this agreement shall not exceed twenty-four (24) months which is \$493,453.17. The rental rate per annum shall be as set forth in the following rental schedule:

Schedule of Annual Rent

Year	Lease Dates	Annual Rent	Quarterly Rent	Escalation above Prior Year
1	7/1/2015 – 6/30/2016	\$243,680.58	\$60,920.15	2.5%
2	7/1/2016 – 6/30/2017	\$249,772.59	\$62,443.15	2.5%
Total Two Year Rent:		\$493,453.17		

3. **Conditional Obligation of the State:** Sentence three (line nine) of the originating paragraph shall be struck, replaced by the following: "It is further expressly understood and agreed by the County that in the event the State of New Hampshire makes available either State owned facilities or State funded facilities for the housing of the Department, the Department may, at its' option, serve sixty (60) days written notice to the County of its intention to cancel the Lease in whole or in part". All other portions of this paragraph shall remain unaltered.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective after its approval by the Hillsborough County Executive Committee and Delegation and upon subsequent 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:

DEPARTMENT: State of New Hampshire, through its Department of Corrections:

Authorized by:

William L. Wrenn
William L. Wrenn, Commissioner

COUNTY: The County of Hillsborough

Authorized by:

Sandra Ziehm
Sandra Ziehm, Chairman

Toni H. Pappas
Toni H. Pappas, Clerk

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

May 25, 2016, before me, _____, the undersigned officers personally appeared, Toni H. Pappas, _____, and Sandra Ziehm, who acknowledged her/himself to be a Hillsborough County Commissioner and that as such, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing her/himself in the name of the County.

In witness whereof I hereunto set my hand and official seal

Carolyn M. Kirby
Notary Public/Justice of the Peace



APPROVALS:

Approval by the Hillsborough County Executive Committee:

Approval Date: 5-23-2016

Signature of Chairman: Loring D. Rogers

Approval by the Department of Justice as to form, substance and execution:

Approval Date: 6-3-16

Approving Attorney: A. Curat

Approval by the New Hampshire Governor and Executive Council:

Approval Date: _____

Signature of Deputy Secretary of State: _____

CERTIFICATE FOR MUNICIPALITIES

I, Toni H. Pappas/, of The County of Hillsborough, Do hereby certify to the following assertions:

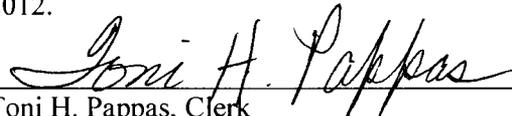
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners;
3. I am fully authorized to issue certificates with respect to the contents of such 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: May 25, 2016.

RESOLVED: That this County shall enter into a contract amendment with the State of New Hampshire, acting by and through its Commissioner of the Department of Corrections, providing for the performance by Hillsborough County of certain services as documented within the foregoing Amendment #2 to the Agreement for Use of Premises, and that the officials listed, the Hillsborough County Board of Commissioners, Sandra Ziehm, Chairman, and Toni H. Pappas, Clerk, on behalf of the County are authorized and directed to enter into the said lease Amendment #2 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. Board of Commissioners: Toni H. Pappas

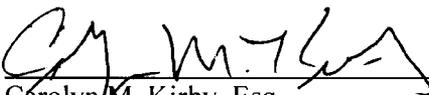
IN WITNESS WHEREOF: As the Clerk of this County, I sign below upon this date: June 27, 2012.



 Toni H. Pappas, Clerk
 In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH, UPON THIS DATE, May 25, 2016, appeared before me, Carolyn M. Kirby, Esq., the undersigned officer personally appeared, Toni H. Pappas, who acknowledged herself to be Clerk of the Hillsborough County Board of Commissioners and that being authorized to do so she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the County.

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



 Carolyn M. Kirby, Esq.



Mr. Moorehead noted that the overtime for the May 19th pay period was \$29,139; he believes it to be the highest overtime pay this fiscal year. He added that the Nursing Home also has vacancies and he is hopeful that when/if the tentative Bargaining Agreement is approved it would help in attracting new employees, particularly LNA's.

OLD/NEW BUSINESS

Comm. Ziehm recognized Attorney Hogan who spoke about the Medical Referee expense line. He noted that particularly with an increase in opioid and unattended deaths, the line will not be adequate for the current fiscal year. He explained that his department is holding an invoice for \$9,800 that will put them approximately \$800 over budget, if paid now. Additionally, with two months until the end of the current fiscal year; he anticipates that the line will be short by approximately by \$19,000 and noted that a transfer will be necessary.

Attorney Hogan held a discussion with the Board relative to consideration that is being given to cover the flight and hotel accommodation cost related to bringing in a victim to testify in a sexual assault case at the sentencing stage. Additionally, there is consideration regarding the victim's testimony and how it might affect the sentence. Comm. Ziehm expressed concern related to the severity of the threat to the public from the offender and how that might affect the decision. Attorney Hogan will give further consideration to the issue.

Region 4 IDN Letter of Support

Mr. Wenger addressed the letter of support for Catholic Medical Center and the follow up of the Board's discussion with Mr. Walker at the last Board meeting. The Board agreed to sign the letter indicating its support.

Women's Prison Lease Amendment

Mr. Wenger noted that the County Delegation approved the lease between the State and County for use of the Women's Prison facility noting that it was now appropriate for the Board to take formal action to approve and execute the agreement, Amendment #2 and the accompanying documents. He requested the Board's action noting that it is consistent with the actions previously taken to extend the lease and required prior to the agreement being presented for review by the Attorney General's Office and approval by the Governor & Council. Comm. Pappas offered the following motions:

RESOLVED:

That this County shall enter into a contract amendment with the State of New Hampshire, acting by and through its Commissioner of the Department of Corrections, providing for the performance by Hillsborough County of certain services as documented within the foregoing Amendment #2 to the Agreement for Use of Premises, and that the officials listed, the Hillsborough County Board of Commissioners, Sandra Ziehm, Chairman, and Toni H. Pappas, Clerk, on behalf of the County are authorized and directed to enter into the said lease Amendment #2 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.

Motion to approve by Comm. Pappas, second by Comm. Ziehm. Motion approved.

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:

Motion to approve by Comm. Pappas, second by Comm. Ziehm. Motion approved.



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		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
	General Liability (Occurrence Form)	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)	7/1/2016	7/1/2017	General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
X	Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	X 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>
			Date: 5/20/2016 tdenver@nhprimex.org
State of New Hampshire, Department of Corrections 105 Pleasant St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

BM



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

G & C

Pending _____
Approved August 22, 2012
Item # 40

July 24, 2012

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a **retroactive, sole source** three (3) year lease renewal, Amendment Agreement, with Hillsborough County (VC 177406), 329 Mast Road, Goffstown, NH, by increasing the Amendment Agreement by \$695,957.47 from \$1,051,265.71 to \$1,747,223.18 and extend the term from July 1, 2012 to June 30, 2015 for the provision of building and grounds to house women inmates of the New Hampshire State Prison for Women, located at 317 Mast Road, Goffstown, NH, effective upon the Governor and Executive Council approval. The original lease was approved by Governor and Executive Council on June 25, 2008, Item # 97B. 100% General Funds

Funding is available from account, NHSP/W-Prison for Women, as follows: 02-46-46-466010-7111, Department of Corrections, State Prison for Women, NHSP/W-Prison for Women, with the authority to adjust encumbrances in each of the State fiscal years through the budget office if needed and justified. Funding for SFY 2014 through 2015 is contingent upon the availability and continued appropriation of funds.

Original Lease Contract: NH State Prison for Women

Account:	Description:	SFY 2008-2012	SFY 2013	SFY 2014	SFY 2015	Total
022-500248	Rents and Leases other than State	1,051,265.71	-	-	-	1,051,265.71

Lease Amendment Contract: NH State Prison for Women

Account:	Description:	SFY 2008-2012	SFY 2013	SFY 2014	SFY 2015	Total
022-500248	Rents and Leases other than State	-	226,281.64	231,938.68	237,737.15	695,957.47
Total Lease Contract Amount:						1,747,223.18

EXPLANATION

This Amendment Agreement is **retroactive** due to administrative delays stemming from lengthy negotiations and protracted submittal, review and approval processes on the part of Hillsborough County.

This Amended Agreement is **sole source** due to the specialized nature and use of the leased property. The NH Department of Corrections has leased the building and grounds of this property since 1989 for the purpose of housing women inmates and seeks to continue this arrangement through this sole source request.

The NH Department of Corrections seeks to amend the existing five (5) year lease contract with Hillsborough County, originally approved by Governor and Executive Council on June 25, 2008, Item #97B, to extend the termination date for up to three (3) years and also increase the price limitation for the lease of land and buildings located at 317 Mast Road, Goffstown, NH which serves as the NH State Prison for Women. This lease is for all land and buildings on the approximate 11 acre property as identified by Exhibit B-Description and as identified on the Goffstown Tax Map #6, lots 20, 33 and 35. The Agreement's "Conditional Obligation of the State" paragraph has been amended to provide the State with increased flexibility for early cancellation, the Agreement may be terminated (either in whole or in part) with 60 days prior written notice in the instance of either "State owned facilities" or "State funded facilities" become available.

This amendment provides scheduled annual increases of 2.5% effective upon commencement of the term and upon each the anniversary date of the term. The schedule of annual rent shall be as follows:

Year	Lease Dates	Annual Rent	Escalation above Prior Year
1	7/1/2012 to 6/30/2013	\$ 226,281.64	2.5%
2	7/1/2013 to 6/30/2014	\$ 231,938.68	2.5%
3	7/1/2014 to 6/30/2015	\$ 237,737.15	2.5%
Total Three Year Lease		\$ 695,957.47	

Given the challenging economic climate, the NH Department of Corrections requested Hillsborough County to level fund the annual rent of the renewal term at the SFY2012 rate of \$220,762.58 for the first two (2) years with a 2.5% increase for the third (3rd) year at a rate of \$226,281.64. This request was denied by Hillsborough County and the 2.5% annual increase was deemed non-negotiable.

Provision of all utilities and all maintenance will continue to be the Department's additional responsibility. The facility's utilities expense is estimated at \$198,600 annually, and the provision of custodial services, building and grounds maintenance will be conducted by either inmate workers or staff.

Respectfully Submitted,



William L. Wrenn
Commissioner

AMENDMENT

This Amendment (the "Amendment") is dated this ~~27th~~ day of June, 2012, by and between the State of New Hampshire acting by and through the Commissioner of the Department of Corrections, (the "Department") with a place of business at P.O. Box 1806, 105 Pleasant Street, Concord, NH 03301 and the County of Hillsborough, acting by and through its Board of Commissioners, (the "County") with a place of business at 329 Mast Road, Goffstown NH 03045.

Whereas, the Department and the County are parties to a five year "Agreement for Use of Premises" (the "Agreement") for all land and buildings on an approximate 11 acre property which includes the buildings occupied by the New Hampshire State Prison for Women, which is located at 317 Mast Road, Goffstown NH (the "Premises") which was entered into on June 5, 2008 and was retroactively approved by the Governor & Executive Council on June 25, 2008, item #97B, the County agreed to lease the Premises upon the terms and conditions specified in the Agreement which commenced retroactively to July 1, 2007 and expires June 30, 2012, and in consideration of payment by the Department of certain sums as specified therein; and

Whereas, the Agreement allows for an extension of the term by mutual agreement; and

Whereas the Department desires to renew the Agreement but cannot commit to long term renewal of the Premises due to ongoing fiscal, legislative and business restrictions and initiatives that may directly affect such tenancy, however the outcome of these initiatives will not be known prior to the expiration of the current term, and;

Whereas use of the Premises is needed to continue providing a women's prison for the State of New Hampshire in a reasonably cost effective manner, and;

Whereas Amendment of the Agreement is necessary to allow the Department to continue lawful payment of rent, and the County is willing to allow up to thirty six (36) months of continued occupancy under the terms of the originating Agreement;

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

Amendment of Agreement:

- 1.1 Term:** The expiration date of the current Agreement, June 30, 2012, is hereby amended and extended for a term of up to 36 months, to no later than June 30, 2015
- 2. Rent:** The current annual rent of \$220,762.58 shall escalate 2.5% at the inception of the amended term (July 1, 2012) and upon each anniversary date during the Term. Rent shall be paid in equal quarterly installments with the first such installment due July 1, 2012 or within thirty days of Governor and Executive Council approval of the Amendment of Agreement, whichever date is later. The total amount of rent to be paid under the terms of this Amendment of Agreement shall not exceed \$695,957.47 for July 1, 2012 through June 30, 2015. Any subsequent Extension of terms shall be consistent with Agreement for Use of Premises and Rent shall be negotiated between the parties. The rental rate per annum shall be as set forth in the following rental schedule:

Schedule of Annual Rent

Year	Lease Dates	Annual Rent	Quarterly Rent	Escalation above Prior Year
1	7/1/2012 – 6/30/2013	\$226,281.64	\$56,570.41	2.5%
2	7/1/2013 – 6/30/2014	\$231,938.68	\$57,984.67	2.5%
3	7/1/2014 – 6/30/2015	\$237,737.15	\$59,434.29	2.5%
Total Three Year Rent:		\$695,957.47		

- 3. Conditional Obligation of the State:** Sentence three (line nine) of the originating paragraph shall be struck, replaced by the following: "It is further expressly understood and agreed by the County that in the event the State of New Hampshire makes available either State owned facilities or State funded facilities for the housing of the Department, the Department may, at its' option, serve sixty (60) days written notice to the County of its intention to cancel the Lease in whole or in part". All other portions of this paragraph shall remain unaltered.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective after its approval by the Hillsborough County Executive Committee and Delegation and upon subsequent 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:

DEPARTMENT: State of New Hampshire, through its: Department of Corrections:

Authorized by:

William L. Wren
William L. Wren, Commissioner

COUNTY: The County of Hillsborough

Authorized by:

Sandra Ziehm
Sandra Ziehm, Chairman
Carol H. Holden
Carol H. Holden, Vice Chairman
Toni H. Pappas
Toni H. Pappas, Clerk

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 27, 2012

_____, before me, Carolyn M. Kirby, the undersigned officers personally appeared, Toni H. Pappas, Carol H. Holden, and Sandra Ziehm, who acknowledged her/himself to be a Hillsborough County Commissioner and that as such, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing her/himself in the name of the County.

In witness whereof I hereunto set my hand and official seal

Carolyn M. Kirby my commission expires 9/9/2014
Notary Public/Justice of the Peace

APPROVALS:

Approval by the Hillsborough County Executive Committee:

Approval Date: 6-21-2012
Signature of Chairman: Carl Liddell

Approval by the Department of Justice as to form, substance and execution:

Approval Date: 8/6/12
Approving Attorney: H. K. Brun

Approval by the New Hampshire Governor and Executive Council:

Approval Date: AUG 22 2012
Signature of Deputy Secretary of State: [Signature]

CERTIFICATE FOR
MUNICIPALITIES

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

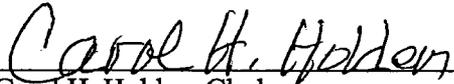
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners;
3. I am fully authorized to issue certificates with respect to the contents of such 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: June 27, 2012.

RESOLVED: That this County shall enter into a contract amendment with the State of New Hampshire, acting by and through its Commissioner of the Department of Corrections, providing for the performance by Hillsborough County of certain services as documented within the foregoing Amendment to the Agreement for Use of Premises, 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 amendment 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. Board of Commissioners: Toni H. Pappas

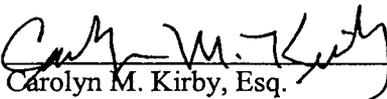
IN WITNESS WHEREOF: As the Clerk of this County, I sign below upon this date: June 27, 2012.



Carol H. Holden, Clerk
In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH, UPON THIS DATE, June 27, 2012, appeared before me, Carolyn M. Kirby, Esq., 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 she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the County.

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



Carolyn M. Kirby, Esq.
my commission expires 9/9/2014



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner

P.O. BOX 1806
 CONCORD, NH 03302-1806

Bob Mullen
 Director

603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

June 17, 2008

Pending 6-25-2008
 Approved 6-25-2008
 Item # 97B

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a **retroactive, sole-source** five (5) year lease agreement for a total amount not to exceed \$1,051,265.71 with Hillsborough County (VC 90965) of Goffstown, NH, for building and grounds located at 317 Mast Road, Goffstown, NH, for the purposes of housing the New Hampshire State Prison for Women. Upon Governor and Executive Council approval this lease is for the period retroactive from July 1, 2007 through June 30, 2012. This lease agreement may be renewed for additional periods of 5 years each upon mutual agreement of the parties and upon approval by the Governor and Executive Council. 100% General Funds

Funding is available from account, NHSP/W-Prison for Women, as follows with the authority to adjust encumbrances in each of the State fiscal years through the budget office if needed and justified. Funding for SFY 2010 through 2012 is contingent upon the availability and continued appropriation of funds.

Account	Description	SFY2008	SFY2009	SFY2010
010-046-7111-022-0248	Rents & Leases other than State	200,000.00	205,000.00	210,125.00

Account	Description	SFY2011	SFY2012
010-046-7111-022-0248	Rents & Leases other than State	215,378.13	220,762.58

Total Lease Not to Exceed				1,051,265.71
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EXPLANATION

The NH Department of Corrections has been leasing this property in Goffstown, NH since 1989 from Hillsborough County of Goffstown, NH. This lease is for all land and buildings on the approximate 11 acre property located at 317 Mast Road as identified by Exhibit B-Description and as identified on the Goffstown Tax Map #6, lots 20, 33 and 35.

This lease has scheduled increases of 2.5% from the previous year annual rent amount, beginning on July 1, 2008 and each year thereafter on the same day through June 30, 2012.

Year	Lease Dates	Annual Rent	Escalation above Prior Year
1	7/1/07 to 6/30/08	\$ 200,000.00	N/A
2	7/1/08 to 6/30/09	\$ 205,000.00	2.5%
3	7/1/09 to 6/30/10	\$ 210,125.00	2.5%
4	7/1/10 to 6/30/11	\$ 215,378.13	2.5%
5	7/1/11 to 6/30/12	\$ 220,762.58	2.5%
Total Five Year Lease		\$ 1,051,265.71	

The custodial services, which are not included within this lease agreement, are conducted using inmate workers.

This NH Department of Corrections has leased this property since 1989 for use as the New Hampshire State Prison for Women. This lease agreement is for the purposes of continuing this arrangement. Due to the specific nature of the use of this property the NH Department of Corrections is requesting that the Governor and Executive Council approve this **sole-source** lease agreement.

The NH Department of Corrections requested approval of this lease from the Architectural Barrier-Free Committee. Approval was granted at the Committee's monthly meeting on June 17, 2008. The Department of Corrections will continue to work in cooperation with the Architectural Barrier-Free Committee to address feasible mobility and accessibility concerns within the NH State Prison for Women. At this time the Committee is in the process of developing a letter stating their approval of the lease and addressing some minor concerns that the Department will address in a timely manner.

This agreement is **retroactive** due to administrative delays in regards to a lengthy negotiation process and processing of the lease documents by Hillsborough County.

Respectfully Submitted,



William L. Wrenn
Commissioner

HILLSBOROUGH COUNTY
And
THE STATE of NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 5th day of June 2008, by and between the State of New Hampshire, acting by and through its Commissioner of The Department of Corrections, ("Department") with a place of business at P.O. Box 769, 105 Pleasant 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 County hereby grants to the Department, for a period of five (5) years, the right to use and occupy the following premises (the "Leased Premises") for the Term as defined herein at the Rent as defined herein and upon the terms and conditions hereinafter set forth, the Leased Premises being at Mast Road, in the Town of Goffstown and the State of New Hampshire which building is known as the New House of Correction, and consisting of both land and building generally described as a single structure with out-buildings currently occupied by the New Hampshire State Prison for Women. The premises include improvements made and to be made by the Department, as well as, approximately eleven (11) acres of land surrounding said building as shown by Exhibit A (map) and as particularly described in Exhibit B (attached herein). The Department may use the Leased Premises only for the purpose of providing the space as herein described and such other lawful uses incident thereto.

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

1. Term; Delays; Extensions; and Conditions upon Commencement:

1.1 TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of five (5) years, commencing on the first day of July, in the year 2007, and ending on the thirtieth (30), day of June, in the year 2012, unless sooner terminated in accordance with the Provisions hereof.

1.2 Extension of Term:

The Parties, upon mutual agreement shall have the option to extend the Term for additional term(s) of five (5) years, upon the same terms and conditions as set forth herein. Notice from the Department seeking to exercise the option to extend the term shall be given by the Department delivering advance written notice to the County no later than ninety (90) days prior to the expiration of the Term, or any extensions thereof.

1.3 Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions thereof, is, for the Department, conditioned upon approval by the Governor and Executive Council of the State of New Hampshire and for the County, upon approval by the Hillsborough County Delegation and its Executive Committee and, in the event that said approval is not given until after the date for commencement of the Term, the Term

shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

2. **Rent:** During the Term hereof and any extended Term, the Department agrees to pay the County annual rent (hereinafter called the "Rent") of Two Hundred Thousand Dollars (\$200,000.00), payable in advance at the County's address set forth above, in equal quarterly installments of \$50,000.00. The first such installment to be and payable on the following date: July 1, 2007. If the Rent varies during the Term, or any extended Term, or requires further definition for any reason, it shall be as set forth in the "Schedule of Annual Rent", made part of and attached herein as "Exhibit C".
3. **Conditional Obligation of the State:** Notwithstanding the provisions of Section 2 or anything contained in this Lease to the contrary, it is hereby expressly understood and agreed by the County that the existence and continuance of this Lease and the obligations of the Department hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire that are made available for this purpose, and that neither the State nor the Department shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Department may, at its option, serve sixty (60) days written notice to the County of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the County that in the event the State of New Hampshire makes available State owned facilities for the housing of the Department, the Department may, at its' option, serve sixty (60) days written notice to the County of its intention to cancel the Lease in whole or in part. Whenever the Department decides to cancel the Lease in whole or in part under this section and has served the required notice to the County, the Department shall vacate all or part of the Leased Premises within the sixty (60) day period. The Lease to the portion of the Leased Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.
4. **Use of the Premises; Compliance with Laws and Regulations Affecting the Same:**
 - 4.1 **Use of the Premises:** The Department shall use the Leased Premises for the purpose of conducting the business of the State Prison for Women, and for any other reasonable purposes that may arise in the course of the Department's business.
5. **Utilities:** The Department shall furnish at its own expense all utilities and fire alarm services/utilities.
6. **Maintenance and Repair:**
 - 6.1 **Maintenance by the Department:** The Department shall, at its own expense, maintain the exterior and interior of the Premises and all appurtenances thereto and the hallways, passageways, and stairways providing access thereto in good repair and condition and shall make all repairs to the Premises or any appurtenances thereto which may become necessary during the Term or any extension whether they are ordered or required by any public or other authority to be made in the Premises, or are dictated by reasonable and sound judgment, including but not limited to the repair, and if necessary the replacement,

of the roofs, walls, floors, foundations, windows, front sidewalks, heating, air conditioning, plumbing and ventilating systems, lighting fixtures, and all operating equipment provided by the County and including the complete repainting of the interior of the Premises at the Department's expense.

6.2 **Janitorial Services:** The Department shall at its own expense be responsible for all janitorial services for the Leased Premises. The Department 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.

7. **Alterations, Improvements and Renovations:** The Department may, at its own expense, make any alterations, additions, or improvements to the Leased Premises as provided herein.

7.1 **Manner of Work:** All alterations, additions or improvements by the Department shall be performed in a good workmanlike manner, and when completed shall be in compliance with all applicable Federal and State statutes and local building codes, rules, guidelines, and zoning laws. Any permits required by an ordinance, law, or public regulation, shall be obtained by the Department. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used without the County's prior written consent. Alterations to existing buildings and facilities shall comply with the following:

7.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

7.1.2 If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "American with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

7.2 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Leased Premises, and where paid for by the Department, shall be the property of the Department at the termination of the Lease. The said property may be removed by the Department prior to the termination of the Lease, or within sixty (60) days after the date of termination. The Department shall leave the Leased Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

8. **Improvements to the Premises:** The Department and the County have agreed that after the commencement of the Term hereunder the Department may at its expense, make improvements to the Leased Premises necessary for its occupancy. All proposals for the construction of new facilities on the Leased Premises shall require the prior written consent of the County.

9. **Quiet Enjoyment:** The County covenants and agrees that so long as the Department is not in default under any of the covenants, and agreements of this Lease, the Department's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the County or any person claiming by, through, or under the County.

10. **Signs:** The Department shall have the right to erect a sign or signs on the Premises identifying the Department; provided further that all such signs shall be removed by the Department, at the Department's expense, at the end of the Term or any extension thereof, and all damage due to such removal shall be repaired by the Department.
11. **Insurance: Self-Insurance by the Department:** The Department is an administrative unit of the "State of New Hampshire" and which is "self-insured".
12. **Indemnification:** During the term of this agreement, the Department shall hold the County harmless and shall indemnify the County from and against any and all losses suffered by the County and from and against any and all claims, liabilities, or penalties asserted by or on behalf of any person, firm, corporation, or public authority on account or based upon any injury to 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 real estate involved in this Agreement on account of or based upon the act, omission, fault or misconduct of any person whomsoever except that this provision shall not be construed to require the Department to indemnify or hold harmless the County for any loss or damage resulting from the acts, omission, fault, negligence, or misconduct of the County or its agents, servants, and employees for whom the County shall be responsible.
13. **Fire and Casualty:** Should a substantial portion of the Leased 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 County shall repair the Leased Premises, provided however, that the Department may elect to terminate this lease if:
 - 13.1 **County's Failure to Provide:** The County fails to provide written notice within thirty (30) days of the causal event of its intention to restore the Premises, or:
 - 13.2 **County's Failure to Repair:** The County fails to restore the Leased Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The County reserves, and the Department grants to the County, all rights which the County may have for damages or injury to the Leased Premises, except for damage to the Department's fixtures, property, or equipment, or any award for the Department's moving expenses.
14. **Event of Default; Termination by the Department and the County:**
 - 14.1 **Event of Default: County's Termination:** In the event that:
 - 14.1.1 **Department's Failure to Pay Rent:** The Department shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for ten (10) days after written notice thereof; or:
 - 14.1.2 **Department's Breach of Covenants, etc.:** The Department shall default in the observation of or performance of any other of the Department's covenants,

agreements, or obligations hereunder and such default 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 may serve a written ten (10) days' notice of cancellation of this Lease upon the Department, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the County may immediately or any time thereafter, without demand or notice, enter into or upon the Leased Premises (or any part thereof) and repossess the same.

- 14.2 **County's Default: Department's Remedies:** In the event that the County shall default in the observance of any of the County's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Leased Premises by the Department in violation of the provisions of this Lease, and 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 at its option, may withhold a proportionate amount of the rent until such default is cured or may serve a written ten (10) day notice of cancellation of this Lease upon the County, and upon the expiration of such a ten day period the Lease shall terminate. If any such default of the County does not materially impair the habitability and use of the Leased Premises by the Department, the County shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by the Department, failing which, the Department may terminate this Lease upon ten (10) days written notice to the County.
- 14.3 **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.
15. **Inspection:** The County, or the County's agent, with advance notice to the Department, may enter the Premises at all reasonable hours for the purpose of inspecting the same or of making repairs. Ninety (90) days prior to the expiration of the Term, the County or the County's agents may enter the Leased Premises during all reasonable working hours for the purpose of showing the Leased Premises to persons interested in renting it, providing that such entrance is scheduled with at least twenty-four (24) hours advance notice to the Department. One Hundred and Eighty (180) days prior to the expiration of the Term the County may affix to any suitable part of the Leased Premises or the Premises to which it is a part, a notice or sign for the purpose of letting or selling the Leased Premises.
16. **Surrender of Leased Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Department shall peacefully quit and surrender the Leased Premises to the County, together with all improvements, alterations, or additions made by the Department which cannot be removed without causing damage to the Leased Premises. The Department shall remove all of its personal property and shall repair any damage caused by such removal. If the Department shall fail to remove its personal property and so restore the Leased Premises, then at the option of the County, such property shall either become property of the County without compensation therefore, or the County may cause the property to be removed and the premises to be restored at the expense of the Department and

no claim of damage against the County or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work. The Department's obligation to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

17. **Broker's Fees**: The parties agree that no commissions, fees or claims with any broker or finder with respect to the leasing of the Leased Premises are due.
18. **Assignment and Sublease**: This Lease shall not be assigned by the County or the Department without the prior written consent of the other, nor shall the Department sublet the Lease Premises or any portion thereof without the County's prior written consent, such consent not to be unreasonably withheld or delayed.
19. **Notice**: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in opening paragraph of this Lease.
20. **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.
21. **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.
22. **Meaning of "County" and "Department"**: Where the context so allows, the meaning of the term "County" shall include the employees, agents, contractors, servants, and licensees of the County, and the term "Department" shall include the employees, agents, contractors, servants, and licensees of the Department.
23. **Headings**: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
24. **Entire Agreement**: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
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. **No Waiver of Breach**: No assent by either party, whether express or implied, to a breach of covenant, condition, or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
27. **Unenforceable Terms**: If any of the terms of this Lease, or any applications thereof, shall be invalid or unenforceable, the remainder of the Lease and any application of such terms shall not be affected thereby.

28. **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 for the Department and the Hillsborough County Delegation and its Executive Committee for the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year first written above.

DEPARTMENT: The State of New Hampshire, through its' Department of Corrections.

Authorized by:

William L. Wrenn
William L. Wrenn, Commissioner

COUNTY: The County of Hillsborough.

Authorized by:

Toni H. Pappas
Toni H. Pappas, Chairman

Carol H. Holden
Carol H. Holden, Vice Chairman

Michael R. Clemons
Michael R. Clemons, Clerk

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 4, 2008, before me, Carolyn M. Kirby, the undersigned officers personally appeared, Toni H. Pappas, Carol H. Holden, and Michael R. Clemons, who acknowledged her/himself to be a Hillsborough County Commissioner and that as such, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing her/himself in the name of the County.

In witness whereof I hereunto set my hand and official seal

Carolyn M. Kirby
Notary Public/Justice of the Peace

APPROVALS:

Approval by the Hillsborough County Executive Committee:

Approval Date: APRIL 25, 2008

Signature of Chairman: Don E. Eusey

Approval by the Hillsborough County Delegation:

Approval Date: MAY 24, 2008

Signature of Chairman: [Handwritten Signature]

Approved by the Department of Justice as to form, substance and execution:

Approval Date: June 4, 2008

Approving Attorney: W.K. Brown, Sr. Assist. Atty General

Approved by the Governor and Executive Council:

Approval Date: _____

Signature of the Deputy Secretary of State: _____

EXHIBIT A – MAP

See Attached

EXHIBIT B – DESCRIPTION

Land and buildings located at the Hillsborough County Complex on Mast Road, Goffstown, Hillsborough County, State of New Hampshire described as follows:

Starting at a point on land of Hillsborough County on Mast Road at a point four hundred forty-five (445') feet westerly of the west side of the "new" House of Corrections; then northerly three hundred (300') feet to a point on the railroad right of way; then easterly along said railroad right of way one hundred sixty (160') feet, more or less, to a point; then northerly to the Piscataquog River; then easterly along said Piscataquog River to a point; said point being the northern point of a boundary which is on a line one-half way between the "new" House of Corrections and the next easterly building (said building being now or formerly know as the Bouchard Building); then southerly along said boundary to Mast Road; then westerly to the point of origin.

Said land being approximately eleven (11) acres, more or less, and containing portions of land depicted on Goffstown Tax Map #6, lots 20, 33, and 35.

EXHIBIT C - Schedule of Annual Rent

The rent due for the Leased Premises during the five-year (5) Term shall be as documented in the Rental Schedule set forth herein.

Rent for Department's Five-Year Term

Year	Lease Dates	Annual Rent	Quarterly Rent	Escalation above Prior Year
1	7/1/07 to 6/30/08	\$200,000.00	\$50,000.00	--
2	7/1/08 to 6/30/09	\$205,000.00	\$51,250.00	2.5%
3	7/1/09 to 6/30/10	\$210,125.00	\$52,531.25	2.5%
4	7/1/10 to 6/30/11	\$215,378.13	\$53,844.53	2.5%
5	7/1/11 to 6/30/12	\$220,762.58	\$55,190.65	2.5%
			Total for Five-Year Term	\$1,051,265.71

CERTIFICATE FOR
MUNICIPALITIES

I, Michael R. Clemons, of The County of Hillsborough, Do hereby certify to the following assertions:

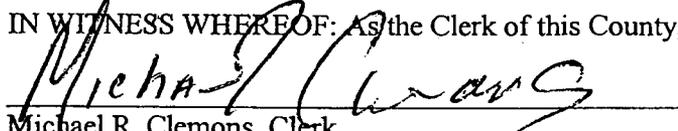
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners;
3. I am fully authorized to issue certificates with 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 4, 2008.

RESOLVED: That this County shall enter into a contract with the State of New Hampshire, acting by and through its Commissioner of the Department of Corrections, 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, Toni H. Pappas, Chairman, Carol H. Holden, Vice-Chairman, and Michael R. Clemons, Clerk, 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: Toni H. Pappas
 - b. Vice-Chairman, Board of Commissioners: Carol H. Holden
 - c. Clerk, Board of Commissioners: Michael R. Clemons

IN WITNESS WHEREOF: As the Clerk of this County, I sign below upon this date: June 4, 2008

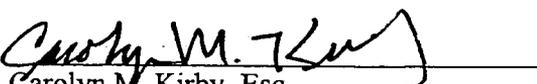

Michael R. Clemons, Clerk

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 4, 2008, appeared before me, Carolyn M. Kirby, Esq., the undersigned officer personally appeared, Michael R. Clemons, 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 by himself in the name of the County.

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


Carolyn M. Kirby, Esq.

my commission expires 9/22/09



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
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William L. Wrenn
Commissioner

Bob Mullen
Director

FROM: Bob Mullen
Director of Administration

DATE: 6/17/2008

SUBJECT: Emergency Request,
Goffstown Prison Lease

AT (OFFICE): Dept. of Corrections
PHONE: 271-5610

TO: The Architecture Barrier-Free Committee
57 Regional Drive
Concord, NH, 03301

The Department of Corrections requests an emergency review of the lease for the NH State Prison for Women located in Goffstown, NH. The NH Department of Corrections was unaware of the requirement to gain previous approval of the Architecture Barrier-Free Committee when reviewing the lease for this property. The original lease for this prison was entered into in 1989 and there was no approval letter attached from the AB Committee to this lease, which caused this unfortunate oversight on the part of the Department of Corrections and the Attorney General's Office.

The Department respectfully requests a waiver from the AB Committee of this requirement due to the special use of this property as a prison. The NH Department of Corrections has no alternate properties available in the State that could be used to house female inmates in a prison facility. At this time there are no female inmates being housed at the prison that require additional accommodations for mobility and accessibility purposes.

In the event that a waiver of this requirement is not allowed by the Committee, the Department requests suspension of the pre-review of the lease and the Committee's recommendation that this lease be approved by Governor and Council with the contingency of an on-sight review of the premises no later than 30 days from the date of this meeting (June 17, 2008) with the understanding that the Department will review recommendations from the Committee and make renovations that are feasible.

Respectfully,

A handwritten signature in black ink, appearing to read "Bob Mullen".

Bob Mullen
Director of Administration
NH Department of Corrections