



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 17, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a **retroactive** five-year sub-lease agreement with the Department of Health and Human Services, 129 Pleasant Street, Concord, NH, 03301 for providing the Division of Juvenile Justice Services (DJJS) staff with office space located in the Goffstown District Court located at 329 Mast Road, Goffstown, NH. The agreement will commence December 1, 2023 and expire November 30, 2028, for an amount not to exceed \$110,184.00. **100% Other Funds (Agency Income)**

Funds are available in the following account for Fiscal Year 2024 and 2025, and are anticipated to be available in future fiscal years, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

05-095-095-953010-56850000:

State FY	Class-Account	Class Title	Amount
2024	022-500248	Rent to Owners State Space	\$12,523.00
2025	022-500248	Rent to Owners State Space	\$21,657.00
2026	022-500248	Rent to Owners State Space	\$21,918.00
2027	022-500248	Rent to Owners State Space	\$22,204.00
2028	022-500248	Rent to Owners State Space	\$22,477.00
2029	022-500248	Rent to Owners State Space	\$9,405.00
		Total:	\$110,184.00

EXPLANATION

This request is **retroactive** due to a delay in the execution of the lease agreement for the premises, between DAS, Bureau of Court Facilities and the County of Hillsborough. This sub-lease is contingent upon the aforementioned agreement being placed into effect. Both items are to be entered into the same Governor and Council meeting agenda.

Approval of the enclosed five-year sub-lease agreement will provide the Bureau of Court Facilities (BCF) authorization to rent 905 square feet of office space on the 2nd floor in the Goffstown District Court to the Department of Health and Human Services (DHHS) Division of Juvenile Justice Services (DJJS). Space has historically been provided for the DJJS in the Goffstown District Court and both parties wish to continue providing this mutually advantageous adjacency for it greatly assists the DJJS staff in providing timely Court ordered services to their clientele. The year one cost is approximately \$23.72 per square foot, which is \$21,468.00 annually, increasing annually thereafter, 1.5% on years two and four and 1% on years three and five. The year two cost is \$21,792.00 or approximately \$24.08 per square foot, year three cost is \$22,008.00 annually or approximately \$24.32 per square foot, year four cost is \$22,344.00 annually or approximately \$24.69 per square foot, year five cost is \$22,572.00 or approximately \$24.94 per square foot.

Respectfully Submitted,



Charles M. Arlinghaus
Commissioner

INTER-AGENCY AGREEMENT
For Use of Office Space

At the
9th Circuit Court-District Division-Goffstown

THIS AGREEMENT is made by and between the **Department of Administrative Services** (who is hereinafter referred to as "DAS") State House Annex, Room 115, 25 Capitol Street, Concord, NH 03301, and the **Department of Health and Human Services** (who is hereinafter referred to as "DHHS"), 129 Pleasant Street, Concord, NH 03301.

WHEREAS:

- A. DHHS provides health and human services to the public through its Juvenile Probation and Parole Officers known as the Goffstown Itinerant Office assigned to the Town of Goffstown, NH and its surrounds; and,
- B. The area serviced by this office is in the jurisdiction of the Goffstown Circuit Court, and use of available office space within the courthouse will allow DHHS to continue to provide continuity of services to the court and clientele in the Goffstown area; and
- C. DAS, Bureau of Court Facilities, wishes to allocate space within the Court for the purpose of providing approximately 905 square feet of office space for use by the DHHS Goffstown Itinerant Office; and
- D. The Goffstown Itinerant Office has a full-time caseload assigned by the Goffstown Circuit Court. In an effort to assure accessibility for Children, Youth and Families, and to emphasize DHHS commitment to community-based programs, The Juvenile Probation & Parole Officers' Office is most effectively stationed in offices within those communities. In addition, NH RSA 169F requires circuit courts to hear Children, Youth and Families about the appropriateness and cost of services before ordering any services. Office space within those courts, in which Juvenile Probation & Parole Officers have full caseloads, assures DHHS ability to provide these services; and,
- E. The number of staff required to handle the JPPO caseload justifies the need for approximately 905 square feet of office area;

NOW THEREFORE:

- 1) DAS hereby grants DHHS the right of use and occupancy of approximately 905 square feet of office space (hereinafter called the Premises) located on the 2nd floor of the Goffstown Circuit Court, 329 Mast Road, Goffstown, N.H. DHHS shall use the Premises for the purpose of providing Juvenile Probation and Parole services to the public. DHHS shall further have the right to use in common; with other entitled thereto, hallways, and stairways necessary for access to the Premises and certain designated lavatories appurtenant to the Premises. Demise Documentation has been provided which includes

accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others; these documents have been reviewed, accepted, agreed to, and signed by both parties and placed on file, and shall be deemed as part of the inter-agency agreement.

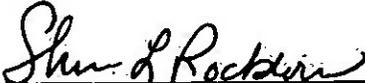
- 2) The term of this **AGREEMENT** shall be Five (5) years, commencing December 1, 2023 and ending November 30, 2028 unless earlier terminated by either party as provided hereunder.
- 3) Either party may terminate this **AGREEMENT** upon serving sixty (60) days prior written notice to the other party.
- 4) DAS shall furnish at its own expense, all utilities and maintenance to the Premises as well as janitorial services.
- 5) DHHS agrees to pay DAS rent, which is due without demand to DAS on the first day of each month in monthly installments in accordance with the following schedule:
 - a. December 1, 2023 through November 30, 2024: approximately \$23.72 per square foot, which is \$1,789.00 per month or \$21,468.00 annually.
 - b. December 1, 2024 through November 30, 2025: approximately \$24.08 per square foot, which is \$1,816.00 per month or \$21,792.00 annually.
 - c. December 1, 2025 through November 30, 2026: approximately \$24.32 per square foot, which is \$1,834.00 per month or \$22,008.00 annually.
 - d. December 1, 2026 through November 30, 2027: approximately \$24.69 per square foot, which is \$1,862.00 per month or \$22,344.00 annually.
 - e. December 1, 2027 through November 30, 2028: approximately \$24.94 per square foot, which is \$1,881.00 per month or \$22,572.00 annually.

TOTAL for five-year Term: \$110,184.00

- 6) DHHS shall use the premises for the purpose of operating its' Goffstown Itinerant Service Office; any other intended use must be reviewed and approved by DAS for prior approval shall not be unreasonably denied.
- 7) DHHS and DAS are both agencies of the State of New Hampshire. Any dispute between the agencies as to the terms or operation of this **AGREEMENT** shall be submitted to the Director of Plant and Property for resolution, whose decision shall be final. This **AGREEMENT** does not abrogate any of the rights and immunities of the State as to third parties.

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

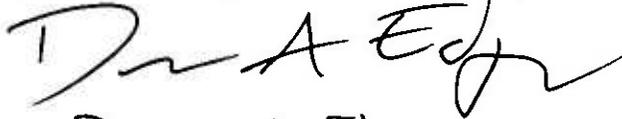
STATE OF NEW HAMPSHIRE
DEPT. OF ADMINISTRATIVE SERVICES

FOR 
Charlie M. Arlinghaus, Commissioner

STATE OF NEW HAMPSHIRE
DEPT. OF HEALTH & HUMAN SERVICES


Lori A. Weaver, Commissioner

Approval by the Attorney General


Duncan A. Edgar
Attorney

2/7/24

EXHIBIT A
FLOOR PLAN

Floor Plan redacted for confidentiality.

EXHIBIT B
PAYMENT SCHEDULE

The Premises are comprised of approximately 905 square feet of space. The rent due from DHHS for the Premises during the five-year Term shall be as follows:

FISCAL YEAR PAYMENT SCHEDULE FOR THE PREMISES

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2024	12/1/2023	\$ 1,789.00		
	1/1/2024	\$ 1,789.00		
	2/1/2024	\$ 1,789.00		
	3/1/2024	\$ 1,789.00		
	4/1/2024	\$ 1,789.00		
	5/1/2024	\$ 1,789.00		
	6/1/2024	\$ 1,789.00		\$ 12,523.00
2025	7/1/2024	\$ 1,789.00		
	8/1/2024	\$ 1,789.00		
	9/1/2024	\$ 1,789.00		
	10/1/2024	\$ 1,789.00		
	11/1/2024	\$ 1,789.00	\$ 21,468.00	
	12/1/2024	\$ 1,816.00		
	1/1/2025	\$ 1,816.00		
	2/1/2025	\$ 1,816.00		
	3/1/2025	\$ 1,816.00		
	4/1/2025	\$ 1,816.00		
	5/1/2025	\$ 1,816.00		
		6/1/2025	\$ 1,816.00	
2026	7/1/2025	\$ 1,816.00		
	8/1/2025	\$ 1,816.00		
	9/1/2025	\$ 1,816.00		
	10/1/2025	\$ 1,816.00		
	11/1/2025	\$ 1,816.00	\$ 21,792.00	
	12/1/2025	\$ 1,834.00		
	1/1/2026	\$ 1,834.00		
	2/1/2026	\$ 1,834.00		
	3/1/2026	\$ 1,834.00		
	4/1/2026	\$ 1,834.00		
	5/1/2026	\$ 1,834.00		
		6/1/2026	\$ 1,834.00	

PAYMENT SCHEDULE CONT.

2027	7/1/2026	\$ 1,834.00		
	8/1/2026	\$ 1,834.00		
	9/1/2026	\$ 1,834.00		
	10/1/2026	\$ 1,834.00		
	11/1/2026	\$ 1,834.00	\$ 22,008.00	
	12/1/2026	\$ 1,862.00		
	1/1/2027	\$ 1,862.00		
	2/1/2027	\$ 1,862.00		
	3/1/2027	\$ 1,862.00		
	4/1/2027	\$ 1,862.00		
	5/1/2027	\$ 1,862.00		
	6/1/2027	\$ 1,862.00		\$ 22,204.00
2028	7/1/2027	\$ 1,862.00		
	8/1/2027	\$ 1,862.00		
	9/1/2027	\$ 1,862.00		
	10/1/2027	\$ 1,862.00		
	11/1/2027	\$ 1,862.00	\$ 22,344.00	
	12/1/2027	\$ 1,881.00		
	1/1/2028	\$ 1,881.00		
	2/1/2028	\$ 1,881.00		
	3/1/2028	\$ 1,881.00		
	4/1/2028	\$ 1,881.00		
	5/1/2028	\$ 1,881.00		
	6/1/2028	\$ 1,881.00		\$ 22,477.00
2029	7/1/2028	\$ 1,881.00		
	8/1/2028	\$ 1,881.00		
	9/1/2028	\$ 1,881.00		
	10/1/2028	\$ 1,881.00		
	11/1/2028	\$ 1,881.00	\$ 22,572.00	\$ 9,405.00
Total Rent				\$ 110,184.00