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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

April 15, 2024

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

REQUESTED ACTION

In accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Use of Premises Agreement with the County of Coos, PO Box 10, West Stewartstown, New Hampshire 03597 (County) for leasing of State-owned property located in the Coos County Superior Courthouse located at 55 School Street, Lancaster, NH, from June 1, 2024 to May 31, 2027, for an amount not to exceed $205,392.00, effective upon Governor and Council approval. **100% Agency Income.**

EXPLANATION

The County wishes to lease this State-owned property comprised of 6,023 square feet of office space on the lower level of the Coos County Superior Courthouse, located at 55 School Street, Lancaster, 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.

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

FY24	FY25	FY26	FY27	Total
$5,649	$67,844	$68,517	$63,382	$205,392

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. The agreement was also approved by the Long Range Capital Planning and Utilization Committee (Item # 24-007) on April 12, 2024.

Respectfully Submitted,

Charles M. Arlinghaus
Commissioner

Approved by the Long Range Capital Planning
and Utilization Committee April 12, 2024

LRCP 24-007

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

February 28, 2024

The Honorable Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee
Office of Legislative Budget Assistant, State House Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

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Respectfully Submitted,

Charles M. Arlinghaus
Commissioner

New Hampshire Council on Resources and Development

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

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

November 19, 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,

Marylou Mznoogian
Chairman

cc: Peter Goodwin

AGREEMENT FOR USE OF PREMISES

At Coos County Superior Court, 55 School Street, Lancaster NH

This agreement is made this 12th day of January 2024, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, located at 25 Capitol Street, Room 115, Concord, New Hampshire 03301, and the County of Coos, New Hampshire ("County"), with a mailing address of PO Box 10, West Stewartstown, New Hampshire 03597.

The Department of Administrative Services hereby grants to the County, for a period of three (3) years, the right to use and occupy approximately 6,023 square feet of office space (the "Premises") located on the first floor of the Coos County Superior Court, 55 School Street, Lancaster, New Hampshire. The 6,023 square feet is comprised of 2,052 square feet of office space allocated to the Registry of Deeds, 1,010 square feet of office space allocated to the Sheriff's office, 1,700 square feet of office space allocated to the County Attorney, and 1,261 square feet of common space. Demise documentation has been provided which includes a floor plan depicting the Premises showing the extent of the space for the County's exclusive use and all areas to be used in common with others; these documents have been reviewed, accepted, and agreed-to and signed by both parties and placed on file and shall be deemed as part of this Agreement. The County may use the Premises only for the purpose of providing the office space for the Registry of Deeds, Sheriff's Office and County Attorney 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 prior to, during and after the close of the Court's regular business hours The County shall have no right to access restricted areas in the courthouse.

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

1. Term: Subject to the provisions of Section 26 herein, the term of this Agreement shall be three (3) years, commencing on June 1, 2024 and continuing through the 31st day of May 2027 unless terminated earlier by either party as provided hereunder.

2. Rent: The County Agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent*:

*Annual rent has been rounded to the nearest whole number divisible and payable by twelve equal monthly payments

2.1 June 1, 2024, through May 31, 2025: approximately $11.25 per square foot, which is $5,649.00 per month, $67,788.00 annually.

2.2 June 1, 2025, through May 31, 2026: approximately $11.37 per square foot, which is $5,705.00 per month, $68,460.00 annually.

2.3 June 1, 2026, through May 31, 2027: approximately $11.48 per square foot, which is $5,762.00 per month, $69,144.00 annually.

Total Rent Due for the three-year Term: $205,392.00

Initials: RB RPG
Date: 1/12/24

3. Condition of Leased Premises: The County has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.

4. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the Leased Premises, except for telephone and computer networking services. The County will pay directly to the provider all costs associated with their telephone services and Computer networking services. The Department shall not be responsible for any claims or damages arising from the interruption in utility services..

5. 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.

6. Maintenance by the County: The County shall maintain their own equipment, such as computer servers, back-up generators, copiers and other equipment at their sole expense. The County will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition.

7. 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.

8. Repair of Damages to the Leased Premises: The County shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the County, Its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the County and agreed to by the Department, the County shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property. When requesting payment for loss or damage the Department shall submit an itemized invoice to the County documenting all costs.

9. Improvements and Renovations: No addition to or alterations or improvement of the Leased Premises shall be made without prior written consent of the Department, which consent shall not be unreasonably withheld.

10. 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.

11. Quiet Enjoyment: The Department covenants and agrees the County's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the County in advance, to occur during a mutually agreeable time frame, and to be

Initials: TB RPG
Date: 7/12/24

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.

12. 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, both for the benefit of the State, with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage, occurring on, in, or about the premises. 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. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each 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.

13. Self-insurance by the Department: The Department is an administrative unit of the State of New Hampshire, which is self-insured.

14. Indemnification: The County will defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

14.1 Acts or Omissions of County: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Leased Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the County, its agents, servants, contractors, or employees.

14.2 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 Agreement and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees), and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the County upon notice from Department shall at County's expense resist or defend such action or proceeding.

14.3 Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the County to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, contractors, 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.

15. Fire and Casualty: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, the Department or the County may elect to

Initials: KB APK
Date: 1/12/24

terminate this Agreement. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire or causality, until such time as the Department repairs the Premises; provided however, that the County may elect to terminate this Agreement if:

a. Departments Failure to Provide: The Department fails to provide a 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.

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

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

i) County's Failure to Pay Rent: The County shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:

ii) County's Breach of Covenants, etc.: The County shall default in the observation of or performance of any other of the County's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the County specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Agreement upon the County, and upon the expiration of such ten days, this Agreement 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 Agreement upon the Department, and upon the expiration of such a ten day period the Agreement 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 agree upon in writing by the County, failing which, the County may terminate this Agreement 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.

Initials: NPG
Date: 1/12/24

17. Termination by the Department or the County: Either party may terminate this Agreement upon sixty (60) days prior written notice to the other.

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: No provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

22. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.

23. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

24. Third Parties: The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

25. Effective Date of Agreement: Approval Contingency: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings. EFFECTIVE DATE OF AGREEMENT: this Agreement shall not become effective until it is approved by all parties having authority on behalf of the State of New Hampshire, including the Long Range Capital Planning & Utilization Committee and the Governor and Executive Council on the behalf of the Department, and by the County of Coos acting through its Board of Commissioners on behalf of the County. In the event that said approval and funding requests are denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

Initials: RB EPC
Date: 4/12/24

IN WITNESS WHEREOF, the parties have hereunto set their hands this 7 day of March 2024.

The State of New Hampshire

Department of Administrative Services

By: _____

County of Coos, New Hampshire, by its

Board of Commissioners

By: _____

Title: Chairman

By: _____

Title: Vice Chairman

By: _____

Title: Clerk

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

Personally appeared before me the undersigned officers, the above named

Thomas Brady, Raymond Gorman & Robert Theberge, known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed the same in the capacity indicated above on this 12th day of January 2024.

_____
Justice of the Peace/Notary Public

MY COMMISSION EXPIRES JUNE 30, 2026
NOTARY PUBLIC
NEW HAMPSHIRE

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 15th day of March 2024.

_____
Signature

Approved by Governor and Council this _____ day of _____ 2024

Agenda Item No: _____

Initials: TB RPG
Date: 1/9/24

CERTIFICATE FOR MUNICIPALITIES

I, *(insert name)* Robert Theberge, of *(insert Municipality name)* The County of Coos, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of *(insert name of State)* New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: *(insert meeting date)* 1/10/2024.

   RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Board of Commissioners providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, *(document the title of the official authorizing the contract, and document the name of the individual filling that* Raymond Gorman, Vice Chairman of the Board of Commissioners, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable of appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

   RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby.
5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: *(fill the appropriate names of individuals for each titled position)*

   Municipality Mayor: Chair, Thomas M. Brady
   Municipality Clerk: Robert Theberge
   Municipality Treasurer: Suzanne Collins

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* January 18, 2024

Clerk/Secretary *(signature* Robert L Theberge

In the State and County of: *(State and County names)* New Hampshire and County of Coos

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Coos UPON THIS DATE *(Insert full date)* 1/18/2024, appeared before me *(print full name of notary)* ; the undersigned officer personally appeared *(insert officer's name)* Robert Theberge, who acknowledged him/herself to be *(insert title, and the name of municipality)* Clerk of the Coos County Board of Commissioners and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

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

Carrie Klein

CARRIE L. KLEIN
MY COMMISSION EXPIRES JUNE 30, 2026
NOTARY PUBLIC
NEW HAMPSHIRE

(KK) RPL

Primex³
NH Public Risk Management Exchange

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:	Member Number:	Company Affording Coverage:
Coos County PO Box 10 West Stewartstown, NH 03597	602	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
X General Liability (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	$ 1,000,000
Professional Liability (describe)			General Aggregate	$ 2,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll:			Aggregate	
Any auto				
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to County Office 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.

CERTIFICATE HOLDER:	X Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Bureau of Court Facilities 25 Capitol St, Room 115 Concord, NH 03301			By: Mary Beth Purcell Date: 1/18/2024 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax