



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

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DEC 03 2025

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

November 14, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive, Sole Source**, Memorandum of Understanding with the Judicial Branch (VC #177872), Concord, NH, in the total amount of \$87,985.80, to sub-lease office space at [REDACTED] for the Office of the Youth Development Center Claims Administrator (YDCCA), effective retroactive to December 1, 2025, upon Governor and Council approval, through November 30, 2028. 100% Other Funds (Transfer from YDC Settlement Fund).

Funds are available in the following account:

#### **01-14-14-149410-62530000, YDC Claims Administration**

SFY	Class	Title	Amount
2026	022-500255	Rent-Leases Other Than State	\$17,108.35
2027	022-500255	Rent-Leases Other Than State	\$29,328.60
2028	022-500255	Rent-Leases Other Than State	\$29,328.60
2029	022-500255	Rent-Leases Other Than State	<u>\$12,220.25</u>
<b>Total:</b>			<b>\$87,985.80</b>

### EXPLANATION

This request is **Retroactive** due to the timing of the deadline to submit requests for this meeting agenda and the limited time available to transition the YDCCA from the Judicial Branch to the Executive Branch. This request is **Sole Source** because the YDCCA currently occupies the office space at [REDACTED], which is leased by the Judicial Branch and the Judicial Branch has agreed to allow the YDCCA to remain in the space as a sub-lessee.

Pursuant to Chapter 141:437, Laws of 2025 (HB2), the YDCCA was transferred from the Judicial Branch to the Executive Branch, and has been administratively attached to the Department of Administrative Services. The Judicial Branch and the Department of Administrative Services (DAS) entered into a memorandum of understanding that allows for the Judicial Branch to continue to provide

administrative support to the YDCCA, which expires December 31, 2025, or upon the conclusion of the transition to DAS. The YDCCA currently occupies office space at [REDACTED] which is leased by the Judicial Branch from a third party and which is also occupied by [REDACTED]. The Judicial Branch has agreed to allow the YDCCA to remain in their current office space and to sub-lease that space to them. The YDCCA will pay their portion of the rent, janitorial services, and data costs to the Judicial Branch, to be paid on their behalf.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ch Arlinghaus".

Charles M. Arlinghaus,  
Commissioner

## State of New Hampshire

### Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the Judicial Branch [*“AGENCY 1”*] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the DAS- YDC Claims Administration [*“AGENCY 2”*] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 21-M:11-a (2024) *AGENCY 1* is responsible for: Making lease payments to [REDACTED] (the landlord) located at [REDACTED] for space occupied by YDC Claims Administration as well as processing payments for janitorial and internet services provided at that location.

Whereas, *AGENCY 1* desires to:  
Sublease a portion of their original lease. The agreement for this lease term is from:  
December 1, 2025, through November 30, 2028.

Whereas, pursuant to Ch 141:437, L2025, *AGENCY 2* is responsible for: Assuming the administrative and financial responsibilities of YDC Claims Administration.

Whereas, *AGENCY 2* desires to:  
Rent the extra portion of the Judicial Branch’s lease to house DAS-YDC Claims Administration office staff and to reimburse the Judicial Branch for DAS-YDC Claims Administration’s share of the cost of janitorial and internet services provided at that location.

**NOW, THEREFORE**, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The Judicial Branch \_\_\_\_\_ [*AGENCY 1*] agrees to  
*[check all that apply]:*

- A. Pay *AGENCY 2* the amount of \$ \_\_\_\_\_ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

*Execute the following if Box 1., A is checked:* Payment shall be provided from [IDENTIFY FUND]: \_\_\_\_\_

- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. DAS-YDC Claims Administration [**AGENCY 2**] agrees to  
[*check all that apply*]:

- A. Pay **AGENCY 1** the amount of **\$87,985.80** for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

*Execute the following if Box 2. A is checked:* Payment shall be provided from [**IDENTIFY FUND**]:

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- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until **November 30, 2028**, subject to the Judicial Branch's continued lease of the premises and to the applicable terms of said lease.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least **30** [**NUMBER**] days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

10. The parties hereto do not intend to benefit any third parties, and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.
14. **FOR AGENCY 1: Judicial Branch**

  
\_\_\_\_\_  
[Agency Head or Commissioner signature]

11/17/2025  
Date

Hon. Chris Keating – State Court Administrator  
\_\_\_\_\_  
[Agency Head or Commissioner name in print]

15. **FOR AGENCY 2 [Name of Agency]: Department of Administrative Services**

  
\_\_\_\_\_  
[Agency Head or Commissioner signature]

11/17/25  
Date

Charles Arlinghaus - Commissioner  
\_\_\_\_\_  
[Agency Head or Commissioner name in print]

**PLEASE NOTE**

1. **MOU Exhibit A** (MOU Terms) and, if applicable, **MOU Exhibit B** (Payment Terms) must be attached to this form.
2. This form is intended only for use with Interagency Memoranda of Understanding (“MOUs”). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council

in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.

- 3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.*
- 4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*
- 5. **The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.**

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: Christon Lavers On: 11/17/25  
 [Name of Assistant Attorney General] Date

Approved by the Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_  
 Date

**MOU Exhibit A**  
*(MOU Terms)*

- 1 EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until it is approved by both parties, and by the State of New Hampshire Governor and Executive Council. In the event that said approval and/or funding requests are denied by the G&C, this Agreement shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.
- 2 The cost per square foot is \$18.00 for the term of the lease. Rent will be \$2,250.00 plus an additional \$194.05 per month (for Comcast Internet and Janitorial). The total price for the entire three-year term is: \$87,985.80.
- 3 The landlord pays all utilities including water, gas, and electric. The Judicial Branch is responsible for other expenses to include Comcast, janitorial, and janitorial supplies. DAS shall pay the Judicial Branch in accordance with the payment schedule described in Exhibit B of this document to include any extra expenses. The additional fees have been integrated with the rental price to obtain a total monthly payment.
- 4 Any furniture that DAS utilizes while tenants at this location will remain the property of the Judicial Branch upon their exit.

**MOU Exhibit B**  
(MOU Payment Terms)

**PAYMENT SCHEDULE:**

The Premises are comprised of **1,500 square feet** of leased space. DAS will be situated on the Southeast section of the second floor of the building. Rent due from DAS to the Judicial Branch during the Term shall be as follows:

**DAS- YDC Claims Administration**

[REDACTED] / 1500 SF

Term	From:	To:	SF Cost	Monthly Rent	Monthly Added Cost	Annual Payment
Year 1	12/1/25	11/30/26	\$ 18.00	\$2,250.00	\$ 194.05	\$ 29,328.60
Year 2	12/1/26	11/30/27	\$ 18.00	\$2,250.00	\$ 194.05	\$ 29,328.60
Year 3	12/1/27	11/30/28	\$ 18.00	\$2,250.00	\$ 194.05	\$ 29,328.60
						<b>\$ 87,985.80</b>

\*Rental price per month: \$2250.00

\*Comcast cost per month: \$87.70

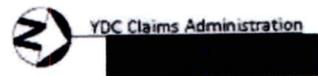
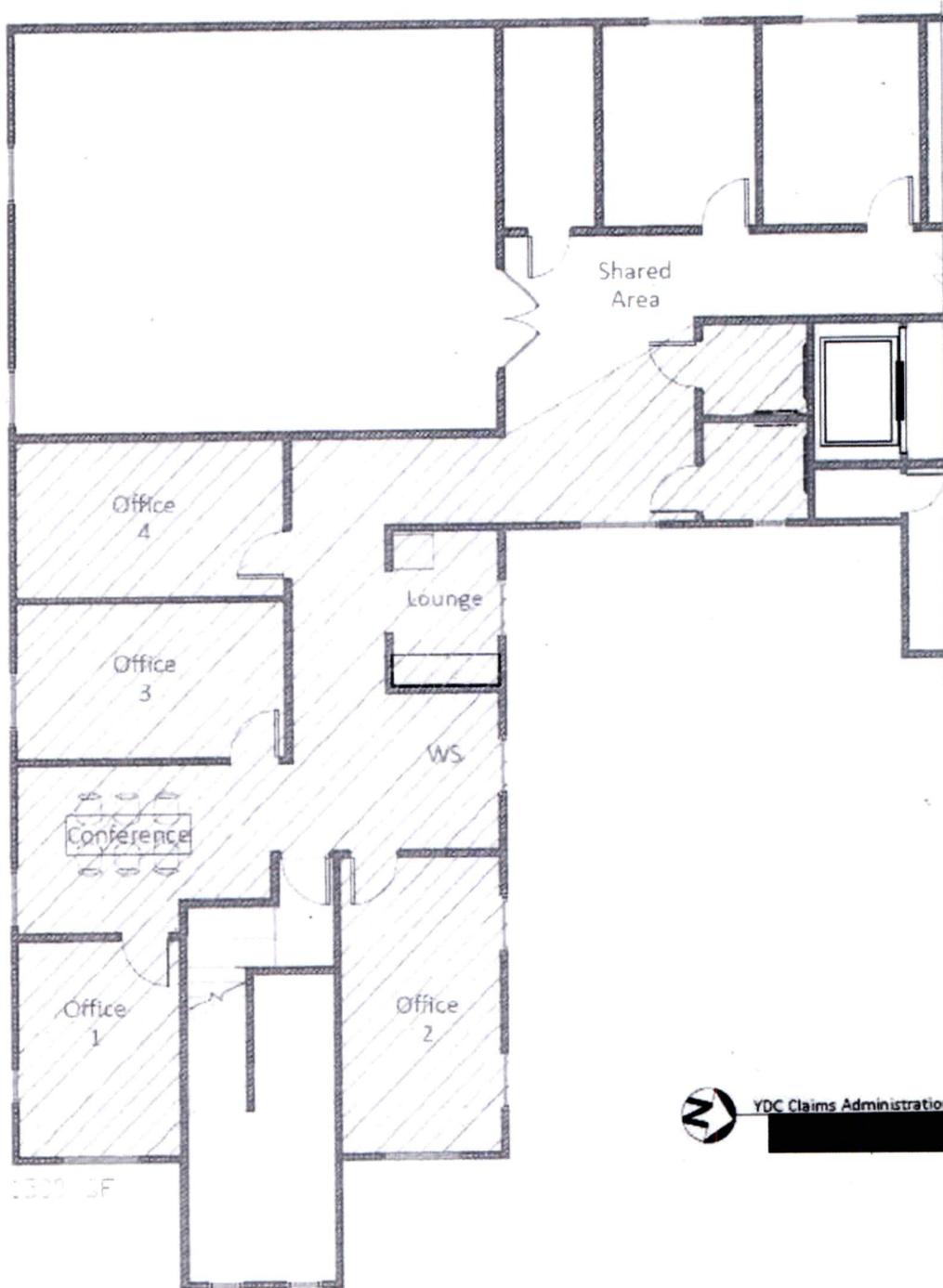
\*Jani cost per month: \$106.35

**Tenant's Monthly Payment Schedule**

FY	Month	Payment	Added Cost	Annual Cost	Fiscal Year Cost
Fiscal Year 2026	7/1/2025	-	-		
	8/1/2025	-	-		
	9/1/2025	-	-		
	10/1/2025	-	-		
	11/1/2025	-	-		
	12/1/2025	2,250.00	194.05		
	1/1/2026	2,250.00	194.05		
	2/1/2026	2,250.00	194.05		
	3/1/2026	2,250.00	194.05		
	4/1/2026	2,250.00	194.05		
	5/1/2026	2,250.00	194.05		
	6/1/2026	2,250.00	194.05		<b>17,108.35</b>

Fiscal Year 2027	7/1/2026	2,250.00	194.05	
	8/1/2026	2,250.00	194.05	
	9/1/2026	2,250.00	194.05	
	10/1/2026	2,250.00	194.05	
	11/1/2026	2,250.00	194.05	29,328.60
	12/1/2026	2,250.00	194.05	
	1/1/2027	2,250.00	194.05	
	2/1/2027	2,250.00	194.05	
	3/1/2027	2,250.00	194.05	
	4/1/2027	2,250.00	194.05	
	5/1/2027	2,250.00	194.05	
	6/1/2027	2,250.00	194.05	29,328.60
Fiscal Year 2028	7/1/2027	2,250.00	194.05	
	8/1/2027	2,250.00	194.05	
	9/1/2027	2,250.00	194.05	
	10/1/2027	2,250.00	194.05	
	11/1/2027	2,250.00	194.05	29,328.60
	12/1/2027	2,250.00	194.05	
	1/1/2028	2,250.00	194.05	
	2/1/2028	2,250.00	194.05	
	3/1/2028	2,250.00	194.05	
	4/1/2028	2,250.00	194.05	
	5/1/2028	2,250.00	194.05	
	6/1/2028	2,250.00	194.05	29,328.60
Fiscal Year 2029	7/1/2028	2,250.00	194.05	
	8/1/2028	2,250.00	194.05	
	9/1/2028	2,250.00	194.05	
	10/1/2028	2,250.00	194.05	
	11/1/2028	2,250.00	194.05	29,328.60
	12/1/2028	-	-	
	1/1/2029	-	-	
	2/1/2029	-	-	
	3/1/2029	-	-	
	4/1/2029	-	-	
	5/1/2029	-	-	
	6/1/2029	-	-	\$ 12,220.25
			87,985.80	\$ 87,985.80

**MOU Exhibit C**  
**(LAYOUT- Redacted)**





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Charles M. Arlinghaus  
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Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

November 12, 2025

Karen L. Rantamaki  
Director of Plant and Property  
Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301

Dear Director Rantamaki,

The New Hampshire Department of Administrative Services (DAS), on behalf of the Office of the Youth Development Claims Administrator (YDCCA), is requesting a waiver from public notice requirement for leased space, pursuant to Chapter Adm 800 rules PART Adm 804.01 Waiver Procedure. Pursuant to Chapter 141:437, Laws of 2025, the YDCCA was moved from the Judicial Branch to the Executive Branch and was administratively attached to DAS. The office space used by the YDCCA is currently leased by the Judicial Branch at [REDACTED]. This property houses staff in 1500 SF of space on the second floor.

The Judicial Branch pays \$18.00 per square foot and would like the YDCCA to take over the payments for the existing space that is occupied by the YDCCA. We are requesting a MOU with the Judicial Branch to sub-lease this office space. The proposed rate will hold at \$18.00 per square foot or \$2,250.00 per month. There will be an added cost of \$194.05 per month for Janitorial and data costs. Our department feels that this is in the best interest of the State.

The approval of this waiver from public notice requirements will allow our department to move forward with a new lease. This will avoid unnecessary time to find a place for this unit. We respectfully request your approval of this waiver.

Sincerely,

Charles M. Arlinghaus  
Commissioner

DAS Signature *ASST. COMM.*

11/14/25  
Date