



# State of New Hampshire

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

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

December 4, 2012

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

*Retroactive*

### REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to **retroactively** enter into a three (3) month Amendment to the Use of Premises Agreement with the City of Concord, 41 Green Street, Concord, N.H. The original three (3) year agreement commencing September 1, 2009 and expiring August 31, 2012 was approved by the Long Range Capital Planning and Utilization Committee on May 20, 2009 and the Governor and Executive Council on July 15, 2009 (item #19). This Amendment authorizes the rental of State owned property located in the 6th Circuit District Division-Concord Courthouse (formerly Concord District Court), 32 Clinton Street, Concord, N.H. During the term, September 1, 2012 to November 30, 2012, the City shall pay the State \$1,204.95 for 351 square feet of office space in the courthouse, increasing the annual income from the original agreement of \$14,109.75 to a total income of \$15,314.67. 100% Agency Income.

Funds received will be deposited in the following account:

01-14-14-141510-20450000 Administrative Services, Bureau of Court Facilities

009-404011 Agency Income – Rents from other Agency **FY 2013**  
**\$ 1,204.95**

### EXPLANATION

This item is **retroactive** because the City's need for an amendment did not become evident until late into the term, resulting in insufficient time to adhere to the standard approval process deadlines. As way of background, in January of 2012, the Judicial Branch determined that the 351 square feet of office space occupied by the City was needed for the court system. The City was notified of the non-renewal status and performed due diligence to secure future office space outside of the courthouse. In mid-summer of 2012, the State learned that the City's new rental space would not be complete by the expiration date of their current Agreement with the State and requested an additional three (3) month term at the courthouse location. The Judicial Branch supported this request to accommodate the City's



- His Excellency, Governor John H. Lynch  
and the Honorable Council  
December 4, 2012
- Page 2 of 2

need. The rental rate has been calculated to cover the cost of operations and any amortized capital expenses.

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the Department of Administrative Service's request for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The Office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,



Linda M. Hodgdon  
Commissioner





LRCP 12-053

JEFFRY A. PATTISON  
Legislative Budget Assistant  
(603) 271-3161

MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

*State of New Hampshire*

OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA  
Director, Audit Division  
(603) 271-2785

November 28, 2012

Linda M. Hodgdon, Commissioner  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 27, 2012, approved the request of the Department of Administrative Services, to retroactively enter into a three (3) month Amendment to the Use of Premises Agreement with the City of Concord, 41 Green Street, Concord, NH, authorizing the rental of State owned property located in the 6th Circuit District Division-Concord Courthouse (formerly Concord District Court), 32 Clinton Street, Concord for 351 square feet of office space in the courthouse, by extending the agreement end date three (3) months from September 1, 2012 to November 30, 2012, for a total of \$1,204.95, at the schedule of monthly rent as specified in the request dated September 5, 2012.

This item (LRCP 09-027) was originally approved by the Long Range Capital Planning and Utilization Committee on May 19, 2009.

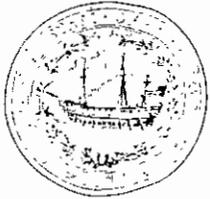
Sincerely,

A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment





# State of New Hampshire

LRCF 12-053

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

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

September 5, 2012

The Honorable John Graham, Chairman  
Long Range Capital Planning and Utilization Committee  
L.O.B.- Room 201  
Concord, New Hampshire 03301

## REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to retroactively enter into a three (3) month Amendment to the Use of Premises Agreement with the City of Concord, 41 Green Street, Concord, N.H. The original three (3) year agreement commencing September 1, 2009 and expiring August 31, 2012 was approved by the Long Range Capital Planning and Utilization Committee on May 20, 2009 and the Governor and Executive Council on July 15, 2009 (item #19). This Amendment authorizes the rental of State owned property located in the 6th Circuit District Division-Concord Courthouse (formerly Concord District Court), 32 Clinton Street, Concord, N.H. During the term, September 1, 2012 to November 30, 2012, the City shall pay the State \$1,204.95 for 351 square feet of office space in the courthouse. 100% Agency Income.

## EXPLANATION

This item is retroactive because the City's need for an amendment did not become evident until late into the term, resulting in insufficient time to adhere to the standard approval process deadlines. As way of background, in January of 2012, the Judicial Branch determined that the 351 square feet of office space occupied by the City was needed for the court system. The City was notified of the non-renewal status and performed due diligence to secure future office space outside of the courthouse. In mid-summer of 2012, the State learned that the City's new rental space would not be complete by the expiration date of their current Agreement with the State and requested an additional three (3) month term at the courthouse location. The Judicial Branch supported this request to accommodate the City's need. The rental rate has been calculated to cover the cost of operations and any amortized capital expenses.

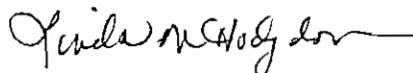
The rental income to the State shall be as follows during the term:

Year	Term	SF Cost	Monthly Rent	Annual Rent
1	September 1, 2012 to November 30, 2012	13.74	\$401.65	\$4,819.80
	Total Rent Due for the Three-Month Term:			<b>\$1,204.95</b>

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the Department of Administrative Service's request for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The Office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,



Linda M. Hodgdon  
Commissioner

## AMENDMENT

This Agreement (the "Amendment") is dated this 28<sup>th</sup> day of August, 2012, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Court Facilities, (the "Department") and the City of Concord, (the "City") with a place of business at 41 Green Street, Concord, NH.

Whereas, pursuant to the initial three (3) year Use of Premises Agreement, (the "Agreement") first entered into on April 13, 2009, and approved by the Governor & Executive Council on July 15, 2009, (item #19), the City agreed to lease 351 square feet of space at the at the **6th Circuit - District Division - Concord**, (formerly) Concord District Court, 32 Clinton Street, Concord, N.H. upon the terms and conditions specified in the Agreement; and

Whereas, this three (3) month amendment will provide the additional time needed for the City Prosecutor to make the transition from the existing rental space in **6th Circuit - District Division - Concord** to their new office space off location; and

Whereas, the Department is willing to allow three (3) months of continued occupancy effective September 1, 2012 to November 30, 2012 at the current rental rate; and

Amendment of the current Agreement providing a delay in the expiration of the term is necessary to allow the City to continue lawful payment of rent while continuing occupancy,

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

### Amendment of Agreement:

**1. Term:** The expiration date of the current agreement, August 31, 2012, is hereby amended to terminate three (3) months thereafter, November 30, 2012.

**2. Rent:** The annual rent of \$4,819.80 (approx. \$13.74 per square foot), shall remain unchanged. The annual rent shall be prorated to a monthly rent of \$401.65 which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable upon September 1, 2012 and shall continue to be paid on the 1st day of each month during the amended term. The total amount of rent to be paid under the terms of this agreement shall be \$1,204.95.



EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Long Range Capital Planning and Utilization Committee and the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.



IN WITNESS WHEREOF, the parties have hereunto set their hands this 28<sup>th</sup> day of August 2012.

The State of New Hampshire  
Department of Administrative Services

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

City of Concord, by its City Manager

By: Thomas J. Aspell, Jr.  
Title: City Manager

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 J. Aspell, Jr., Known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 28th day of August 2012.

Suzanne M. Stevens  
Justice of the Peace/Notary Public  
**SUZANNE M. STEVENS, Notary Public**  
My Commission Expires February 22, 2017

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 24<sup>th</sup> day of September 2012.

Rosmary Aial  
Signature

Approval by the New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. 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.

<i>Participating Member:</i> City Of Concord 41 Green Street Concord, NH 03301	<i>Member Number:</i> 145	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form) Professional Liability (describe)</b>  <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b>  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	\$
				Disease – Each Employee	\$
				Disease – Policy Limit	\$
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	7/1/2012	7/1/2013	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000 ACV

**Description:** Lease of 247-249 Pleasant Street, Concord, NH. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> – NH Public Risk Management Exchange
State of New Hampshire Department of Administrative Services Office of the Commissioner 25 Capitol Street, Room 120 Concord, NH 03301				By: <i>Tammy Dover</i>
				Date: 8/29/2012    tdenver@nhprimex.org
				Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Janice Bonenfant, of (insert Municipality name) City of Concord, 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) August 13, 2012.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the City Manager of the City of Concord

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

Thomas J. Aspell Jr., 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 or 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: James Bouley
Municipality Clerk: Janice Bonenfant
Municipality Treasurer: Michael Jache

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) August 28, 2012

Clerk/Secretary (signature) Janice Bonenfant
In the State and County of: (State and County names) New Hampshire, Merrimack County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Merrimack UPON THIS DATE (insert full date) 8/28/2012, appeared before me (print full name of notary) Michelle M. Mulholland, the undersigned officer personally appeared (insert officer's name) Janice Bonenfant

who acknowledged him/herself to be (insert title, and the name of municipality) City Clerk, City of Concord NH 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 and expiration of commission)

Michelle M. Mulholland







# State of New Hampshire

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

#19  
July 15, 2009

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

June 26, 2009

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

### REQUESTED ACTION

Pursuant to NH RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a three-year lease agreement with the City of Concord ("City"), 41 Green Street, Concord, NH, (Vendor Code # 21050) for a total amount of \$14,109.72 for state owned property comprised of 351 square feet of office space located in the Concord District Court, 32 Clinton Street, Concord, N.H, upon Governor and Council approval the lease will commence September 1, 2009 and expire August 31, 2012. 100% Agency Income.

The funds received will be deposited in the following account: 010-014-2045-001.

FY 2010	FY 2011	FY 2012	FY 2013	Total
\$3,823.00	\$4683.20	\$4800.22	\$803.30	\$14,109.72

### EXPLANATION

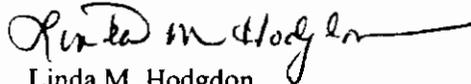
Approval of this (3) three-year lease agreement will allow the city to lease state owned property located on the first floor of the Concord District Courthouse, Concord, N.H. for office space for the City Prosecutor. The Department of Administrative Services, Bureau of Court Facilities, currently has no need for the space and will fiscally benefit from the lease agreement while the City will benefit from close adjacency to daily court business.

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the Department of Administrative Service's request for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The Long Range Capital Planning and Utilization Committee has reviewed and approved this agreement. A copy of this letter is attached.

The Office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,

  
Linda M. Hodgdon  
Commissioner



LRCP 09-027

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

JACK W. DIANIS, CPA  
Deputy Legislative Budget Assistant  
(603) 271-3181

## State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA  
Director, Audit Division  
(603) 271-2785

May 20, 2009

Linda Hodgdon, Commissioner  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on May 19, 2009, approved the request from the Department of Administrative Services to enter into a three (3) year lease agreement with the City of Concord for State owned property, consisting of 351 square feet of office space, located in the Concord District Court, 32 Clinton Street, Concord, from September 1, 2009 through August 31, 2012, for the amount of \$14,109.72, broken down annually, as specified in your request dated April 27, 2009.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

Cc: Michael Connor  
Stephen Lorentzen

## AGREEMENT FOR USE OF PREMISES

This Agreement is made this 13 day of April 2009, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, State House Annex, Room 420, 25 Capitol Street, Concord, New Hampshire 03301 and the **City of Concord** ("City"), 41 Green Street, Concord, New Hampshire 03301.

The Department of Administrative Services hereby grants to the City, for a period of three (3) years, the right to use and occupy approximately 351 square feet of space (the "Premises"), as shown in Attachment A, that is located on the first floor in the Concord District Court, 32 Clinton Street, Concord, New Hampshire. The 351 square feet of office space is allocated to the City for the purpose of providing an office for the City Prosecutor. The City may use the Premises only for the purpose of providing the space as herein described and such other lawful uses incident thereto. The City shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The City shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The City shall have no right to access restricted areas in the courthouse.

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

1. **Term:** Subject to the provisions of Section 23 herein, the Term of this Agreement shall be three (3) years, commencing on September 1, 2009 and continuing through the 31<sup>st</sup> day of August, 2012 unless terminated earlier by either party as provided hereunder.
2. **Rent:** The City 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:
  - 2.1 September 1, 2009 through August 31, 2010: approximately \$13.07 per square foot, which is \$382.30 per month, \$4,587.60 annually.
  - 2.1 September 1, 2010 through August 31, 2011: approximately \$13.40 per square foot, which is \$391.86 per month, \$4,702.32 annually.
  - 2.2 September 1, 2011 through August 31, 2012: approximately \$13.74 per square foot, which is \$401.65 per month, \$4,819.80 annually.

TOTAL Rent Due for the Three-Year Term:     \$14,109.72

3. **Condition of Leased Premises:** The City has inspected and knows the condition of the Leased Premises. It is understood that they are in an "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 City will pay directly to the provider all costs associated with their telephone services and Computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.

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 snow plowing or snow removal services for the parking areas and building entrances.
6. Maintenance by the City: The City shall maintain their own equipment, such as computer servers, back-up generators, telephones, copiers and other equipment at their sole expense. The City 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. Repair of Damages to the Premises: The City shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the City, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the City and agreed to by the Department, the City 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 City documenting all costs.
8. Improvements and Renovations: No addition to or alterations or improvements of the Premises shall be made by the City without prior written consent of the Department, which consent shall not be unreasonably withheld.
9. Compliance with Laws: The City 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.
10. Quiet Enjoyment: The Department covenants and agrees that the City's quiet and peaceful enjoyment of the Premises shall not be subject to unscheduled disruptions or interference by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the City in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the City 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.
11. Insurance by the City: During the period this Agreement is in effect, the City 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 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 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 policy shall name the Department as additional insured.

12. Early Termination: Notwithstanding the foregoing, this Agreement may be terminated by either party within thirty (30) business day's written notice to the other party concerned.
13. Indemnification: The City will defend and indemnify the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
  - 13.1 Acts or Omissions of the City: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Lease Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the City its agents, servants, contractors, or employees.
  - 13.2 City's Failure to Perform Obligations: On account of or resulting from, the failure of the City to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the City, upon notice from Department shall at City's expense resist or defend such action or proceeding.
  - 13.3 Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the City to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.
14. 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 causality, the Department or the City 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 Department repairs the Premises, provided however, that the City may elect to terminate this lease if:
  - a. Department's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises, or:

- b. Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the City grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the City's fixtures, property, or equipment, or any award for the City's moving expenses.

15. Event of Default; Termination by the Department and the City:

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

- i. City's Failure to Pay Rent: The City 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. City's Breach of Covenants, etc.: The City shall default in the observation of or performance of any other of the City's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the City specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Lease upon the City, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

- b. Department's Default; City'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 City, and is not corrected within thirty (30) days of written notice by the City to the Landlord specifying such default and requiring it to be remedied, then the City at its option, may serve a written ten (10) day notice of cancellation of this Lease upon the Department, and upon the expiration of such a ten day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the City, the Department shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by City, failing which, the City may terminate this Lease upon ten (10) days written notice to Department.

- c. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

- 16. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the City 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 City 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 City 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 City 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.

17. Assignment: This Agreement shall not be transferred or assigned.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. EFFECTIVE DATE OF AGREEMENT, Approval Contingency: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this agreement and the commencement of the Term, and any extension of thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of NH. It is further understood and agreed by the parties hereto that commencement of the initial Term is subject to additional parties having authority, including the Long Range Capital Planning and Utilization Committee on behalf of the Department, and this Agreement constitutes the entire agreement and understanding between the parties, and by the City Council on behalf of the City of Concord. This Agreement supersedes all prior agreements and understandings. In the event that said approvals are denied, then this Agreement shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13 day of April, 2009.

The State of New Hampshire  
Department of Administrative Services

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

City of Concord, by its:

By: Thomas J. Aspell, Jr.  
Title: Thomas J. Aspell, Jr., City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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 J. Aspell, Jr., City Manager, known or satisfactorily proven to be the person whose names are signed above, and acknowledged that he/she executed this document in the capacity indicated above on this 13 day of April, 2009.

Suzanne K. Dixon  
SUZANNE K. DIXON, Notary Public  
Justice of the Peace/Notary Public  
My Commission Expires September 13, 2011

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 30<sup>th</sup> day of

April, 2009.  
[Signature]  
Signature

JUL 15 2009

Approved by Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2009.  
Agenda Item No. \_\_\_\_\_

[Signature]

DEPUTY SECRETARY OF STATE

# New Hampshire Council on Resources and Development

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



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

November 29, 2004

Donald S. Hill, Commissioner  
Department of Administrative Services  
State House Annex, Room 120  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 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,

MaryAnn Manoogian  
Chairman

cc: Peter Goodwin

OCF 0010:87 DEC03'04

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Janice Bonenfant, of (insert Municipality name) City of Concord, 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) March 9, 2009

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the City Manager

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 City Manager

Thomas J. Aspell, Jr., 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 or 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: James Bouley
Municipality Clerk: Janice Bonenfant
Municipality Treasurer: Michael Jache

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) April 15, 2009

Clerk/Secretary (signature Janice Bonenfant)
In the State and County of: (State and County names) New Hampshire, Merrimack County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Merrimack UPON THIS DATE (insert full date) April 15, 2009

appeared before me (print full name of notary) Michelle M. Tiffany, the undersigned officer personally appeared (insert officer's name) Janice Bonenfant

who acknowledged him/herself to be (insert title, and the name of municipality) City Clerk, City of Concord, NH 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)

(Signature of Notary Public) Michelle M. Tiffany



## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> City of Concord <b>Member Number:</b> 057-070108 - 10		<b>Company Affording Coverage (the "Company"):</b>  Local Government Center Property-Liability Trust, LLC P.O. Box 817, Concord, NH 03302-0817	
Coverage (Occurrences basis only)	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III A)	7/1/2009	8/30/2010	Each Occurrence \$ 5,000,000 General Aggregate \$ Personal & Adv Injury \$ Med Exp (any one person) \$ Products - Comp/Op Agg \$ Fire Damage (each fire) \$
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2009	6/30/2010	Each Occurrence \$ 5,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input type="checkbox"/> <b>Excess Liability</b>			Each Occurrence \$ N/A Aggregate \$ N/A
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2009	8/30/2010	\$Per scheduled limits and Member Agreement Statutory
<input type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>			Coverage A: Cov. B: Each Accident \$ 2,000,000 Disease - Each Employee \$ 2,000,000 Disease - Policy Limit \$ 2,000,000
<b>Description:</b> State of New Hampshire, Dept. of Administrative Services is named as Additional Covered Party relative to the lease of office space at Concord District Court on Clinton Street.			

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> <b>Additional Covered Party</b>		<input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>			
<b>Certificate Holder:</b> State of New Hampshire Department of Administrative Services State House Annex 25 Capitol Street, Rm 412 Concord NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>6/10/2009</u>	Please direct inquiries to:  Debra A. Lewis 603 224 7447 x305	

\*Terms in quotes are defined in the Member Agreement.



# New Hampshire Council on Resources and Development

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



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

November 29, 2004

Donald S. Hill, Commissioner  
Department of Administrative Services  
State House Annex, Room 120  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,

Mary Ann Manoogian  
Chairman

cc: Peter Goodwin

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