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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

Stephen J. Mosher
Chief Financial Officer

September 27, 2012

SOLE SOURCE

RETRO

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source retroactive amendment to the existing lease with the City of Dover, 288 Central Avenue, Dover, New Hampshire 03820 (Vendor #177380), for Dover Itinerant Office space, by increasing the price limitation in the amount of \$44,749.20 to \$181,913.04 from \$137,163.84 and by extending the term twenty-four months to September 30, 2014, effective retroactive to October 1, 2012 through September 30, 2014. Governor and Council approved the original lease on October 25, 2006, item #63 and amendment September 14, 2011, item #88. Funds are available in the following account for SFY 2013 and are anticipated to be available in SFY 2014 through SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets.

40% FED 60% GEN

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Table with 6 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows include SFY 2007-2015 and a Total row.

EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for twenty-four months. Competitive bidding was rejected as the cost to advertise, actually move the district office to a new location, cost to fit up a new location, the cost for telephone and data installation and the actual cost for movers would far outweigh the current lease expense in remaining at this location for the short term. The benefit of the sole source is not only cost effective, but also

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
September 27, 2012
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allows for business to continue as usual without interruption. The amendment is retroactive partially because it was a tough decision for the Department to decide whether to prepare a Request For Proposal for a five or ten-year term or wait to see how the regionalization would affect the actual existence of this itinerant office. After much deliberation, the short-term amendment seemed to be the most feasible way to proceed. Additional delays with the City of Dover reviewing operating expenses in order to provide a lower square foot rate, and the City's approval process, inclusive of the submittal of proper documentation, added to the delays. The amendment is necessary to provide time to determine how regionalization of offices will impact the fate of the Dover Itinerant Office.

The Department of Health and Human Services has leased office space in Dover since 2002, currently housing ten staff. The Dover Itinerant Office has full-time caseloads assigned by the Dover District Court. The purpose of this request is to lease office space at 61 Locust Street, Suites 128 and 129, in Dover, New Hampshire. The leased space provides workspace for the Department's Juvenile Probation and Parole Officers. These Juvenile Probation and Parole Officers are assigned to work with the Dover District Court and juveniles under their jurisdiction exclusively.

The leasing of space in Dover is particularly desirable because of the close working relationship and responsibilities the Juvenile Probation and Parole Officers have with the court, the juveniles they serve, and the community. Office space in proximity of the court makes them more accessible to those they serve directly and demonstrates the Department's commitment to serve the community in the best manner possible. Reports to the Court relative to Court Ordered Placements (RSA 169-F) are provided more efficiently due to the Juvenile Probation and Parole Officers proximity.

The lease amendment negotiated with the current Landlord provides the same terms and conditions as the original lease at a true gross lease rate of \$13.35 per square foot for the term, reduced from the current rate of \$13.48 per square foot gross. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The square footage remains the same at 1,676 square feet. The amendment reflects an increase of twenty-four months in the term of the lease. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises. The Department will need twenty-four months to decide how regionalization of the district offices will impact the fate of this itinerant office and if necessary, finalize the process and obtain authorization of any subsequent lease contract.

Approval of this lease amendment will allow the Department to continue to provide continuity of services to the court and clientele in the Dover area, with no interruption of services

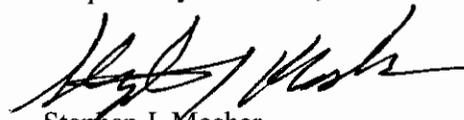
The area served by this office is the area jurisdiction of the Dover District Court.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
September 27, 2012
Page 3

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner



LEASE SPECIFICS

Landlord:	City of Dover 288 Central Avenue Dover, New Hampshire 03820
Location:	61 Locust Street, First Floor Suites 128,129 Dover, New Hampshire 03820
Monthly Rent:	Year 1 \$1,864.55 Year 2 \$1,864.55
Square Footage:	1,676
Square Foot Rate:	Year 1 \$13.35 Year 2 \$13.35
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2012 through September 30, 2014.
Total Rent:	\$44,749.20

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 9/20/12, 2012 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Dover, (hereinafter referred to as the "Landlord") with a place of business at 288 Central Avenue, Dover, New Hampshire 03820.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 1,676 square feet of space located at 61 Locust Street, First Floor, Suites 128 and 129, Dover, New Hampshire first entered into on September 19, 2006, which was approved by the Governor and Executive Council on October 25, 2006, item #63 and amendment approved by Governor and Executive Council on September 14, 2011, item #88 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to allow time to determine the fate of the Itinerant Office as it relates to regionalization of the District Offices. Regionalization could alter the location, size and/or existence of the Itinerant Office, and;

The Tenant will need up to twenty-four (24) months to determine the fate of this itinerant Office and if necessary, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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;

3.1 Term: The expiration date of the current agreement, September 30, 2012 is hereby amended to terminate twenty-four (24) months thereafter, September 30, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease" replaced by the terms and conditions of the authorized "renewal lease".

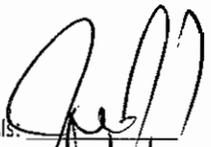
Initials: _____

Date: 9/20/12

4.1 Rent: The current annual rent of \$22,592.52, which is approximately \$13.48 per square foot, will decrease to \$22,374.60, which is approximately \$13.35 per square foot, which shall be prorated to a monthly rent of \$1,864.55, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable October 1, 2012 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$44,749.20.

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

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

Initials: 

Date: 9/21/12

IN WITNESS WHEREOF, the parties have hereunto set their hands;

TENANT: State of New Hampshire Department of Health and Human Services

Date: 10/4/12

By [Signature]
Stephen J. Mosher, Chief Financial Officer

LANDLORD:

Date: [Signature]

By [Signature]
J. Michael Joyal, City Manager, City of Dover

Acknowledgement: State of New Hampshire County of Stafford.

On (date) 9/20/12, before the undersigned officer, personally appeared J. Michael Joyal Jr., who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace [Signature]
COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires October 22, 2013
Commission expires: _____ Seal:

Name and title of Notary Public or Justice of the Peace (please print):
Colleen E. A. Bessette, Notary

Approval by New Hampshire Attorney General as to form, substance and execution:

By: [Signature], Assistant Attorney General, on 21 Oct. 2012
Jeanne A. Hennon

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

**ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>	
2013	10/1/2012	\$ 1,864.55			
	11/1/2012	\$ 1,864.55			
	12/1/2012	\$ 1,864.55			
	1/1/2013	\$ 1,864.55			
	2/1/2013	\$ 1,864.55			
	3/1/2013	\$ 1,864.55			
	4/1/2013	\$ 1,864.55			
	5/1/2013	\$ 1,864.55			
	6/1/2013	\$ 1,864.55		<u>\$ 16,780.95</u>	
2014	7/1/2013	\$ 1,864.55			
	8/1/2013	\$ 1,864.55			
	9/1/2013	\$ 1,864.55	<u>\$ 22,374.60</u>		
	10/1/2013	\$ 1,864.55			
	11/1/2013	\$ 1,864.55			
	12/1/2013	\$ 1,864.55			
	1/1/2014	\$ 1,864.55			
	2/1/2014	\$ 1,864.55			
	3/1/2014	\$ 1,864.55			
	4/1/2014	\$ 1,864.55			
	5/1/2014	\$ 1,864.55			
	6/1/2014	\$ 1,864.55		<u>\$ 22,374.60</u>	
	2015	7/1/2014	\$ 1,864.55		
		8/1/2014	\$ 1,864.55		
		9/1/2014	\$ 1,864.55	<u>\$ 22,374.60</u>	<u>\$ 5,593.65</u>
	<i>Total Rent</i>			<u>\$ 44,749.20</u>	<u>\$ 44,749.20</u>


 Initials: _____
 Date: 9/26/12

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 COMPANY A 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.

Participating Member: City of Dover Member Number: 004-070186 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	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"/> Automobile Liability (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 _____	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory Cov. B: Each Accident \$ 2,000,000 Disease - Each Employee \$ 2,000,000 Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage			

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 type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear	
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.*	
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 129 Pleasant Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>6/14/2012</u>
Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

*Terms in quotes are defined in the Member Agreement.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2012.09.12 - 116**
Resolution Re: Department of Health and Human Services Lease
Amendment

WHEREAS: The Department of Health and Human Services is an existing tenant at the McConnell Center; and

WHEREAS: The Department of Health and Human Services seeks to enter into an extension of the lease agreement for two (2) additional years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The City Manager is authorized to sign an Amendment with the Department of Health and Human Services for the term of two (2) years with provisions stated in the Amendment attached to the Background.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Dean Trefethen By request
Approved as to Legal Form:	Allan B. Krans, Sr. General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

*Probably this is a live copy
of resolution passed September 12, 2012
Karen Lavertu, city clerk Dover, NH*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2012.09.12 – 116**
Resolution Re: Department of Health and Human Services Lease
Amendment

DOCUMENT HISTORY:

First Reading Date:	2012.09.12	Public Hearing Date:	NA
Approved Date:	2012.09.12	Effective Date:	2012.09.12

DOCUMENT ACTIONS: Motion to approve by Deputy Mayor Carrier, seconded by Councilor Hooper.

Vote: 9/0

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Dean Trefethen	x	
Deputy Mayor Robert Carrier, at Large	x	
Councilor Edward Spuler, Ward 1	x	
Councilor William Garrison, Ward 2	x	
Councilor Michael Crago Ward 3	x	
Councilor Dorothea Hooper, Ward 4	x	
Councilor Catherine Cheney, Ward 5	x	
Councilor Michael Weeden, Ward 6	x	
Councilor Karen Weston, At Large	x	
Total Votes:	9	0
Resolution does pass.		

RESOLUTION BACKGROUND MATERIAL:

The State of NH Department of Health and Human Services Juvenile Probation and Parole office for this area of the state is located in the McConnell Center. They have been a tenant since 2005.

The lease for the 1,676 square foot office is due for renewal on October 1, 2012 and is for two years based on the State of NH fiscal year budget. The State of NH uses its own contract document to outline the details of the agreement and the payment schedule for the two year period.

The cost per square foot in the contract is based on the budget to operate the McConnell Center as adopted for FY13. This rate is consistent with what the State of NH has been paying in the previous contract and is agreeable to them for the next contract period.

The following documents are attached:

1. The original 2006 Lease is attached
2. The 2012 Amendment is attached.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2012.09.12 – 116**
Resolution Re: Department of Health and Human Services Lease
Amendment



9/14/11
#88

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

COPY

August 3, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with the City of Dover, 288 Central Avenue, Dover, New Hampshire 03820 (Vendor #177380), for Dover Itinerant Office space, by increasing the price limitation in the amount of \$22,592.52 to \$137,163.84 from \$114,571.32 and by extending the term twelve months to September 30, 2012, effective October 1, 2011 or upon Governor and Council approval, whichever is later, through September 30, 2012. Governor and Council approved the original lease on October 25, 2006, item #63. Funds are available in the following account for SFY 2012 and SFY 2013.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2007	022-500248	Rents-Leases Other than State	\$16,705.53	\$ 0.00	\$16,705.53
SFY 2008	022-500248	Rents-Leases Other than State	\$22,512.90	\$ 0.00	\$22,512.90
SFY 2009	022-500248	Rents-Leases Other than State	\$22,831.29	\$ 0.00	\$22,831.29
SFY 2010	022-500248	Rents-Leases Other than State	\$23,149.74	\$ 0.00	\$23,149.74
SFY 2011	022-500248	Rents-Leases Other than State	\$23,480.73	\$ 0.00	\$23,480.73
SFY 2012	022-500248	Rents-Leases Other than State	\$ 5,891.13	\$16,944.39	\$22,835.52
SFY 2013	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 5,648.13	\$ 5,648.13
Total			\$114,571.32	\$22,592.52	\$137,163.84

EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for twelve months. Competitive bidding was rejected as the cost to advertise, actually move the district office to a new location, cost to fit up a new location, the cost for telephone and data installation and the actual cost for movers would far outweigh the current lease expense in remaining at this location for the short term. The benefit of the sole source is not only cost effective, but also allows for business to continue as usual without interruption. The amendment is necessary to provide time to determine how regionalization of offices will impact the fate of the Dover Itinerant Office.

The Department of Health and Human Services has leased office space in Dover since 2002, currently housing ten staff. The Dover Itinerant Office has full-time caseloads assigned by the Dover District Court. The purpose of this request is to lease office space at 61 Locust Street, Suites 128 and 129, in Dover, New Hampshire. The leased space provides workspace for the Department's Division of Juvenile Justice Services (DJJS), Juvenile Probation and Parole Officers (JPPOs). These JPPOs are assigned to work with the Dover District Court and juveniles under their jurisdiction exclusively.

The leasing of space in Dover is particularly desirable because of the close working relationship and responsibilities the JPPOs have with the court, the juveniles they serve, and the community. Office space in proximity of the court makes them more accessible to those they serve directly and demonstrates the Department's commitment to serve the community in the best manner possible. Reports to the Court relative to Court Ordered Placements (RSA 169-F) are provided more efficiently due to the JPPOs proximity.

The lease amendment maintains the current lease terms and conditions which provide a true gross lease, however, a rate reduction of approximately 4% has been negotiated which reduces the current rate of \$14.06 per square foot which is \$23,564.52 annually, down to \$13.48 per square foot which is \$22,592.52 annually, providing a savings of \$972.00 for the twelve-month term. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The square footage remains the same at 1,676 square feet.

On space of this size, the cost to advertise, move, relocate furniture, equipment and telephone and data wiring, is not cost effective. Consequently, a waiver of the public notice for the original lease renewal was requested and approval granted on April 11, 2006. The waiver avoided the additional advertising costs and allowed the Department to remain in the existing location, in newly renovated space.

The amendment reflects an increase of twelve months in the term of the lease. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Dover JPPOs. The Department will need twelve months to decide how regionalization of the district offices will impact the fate of this itinerant office and to finalize the process and obtain authorization of any subsequent lease contract.

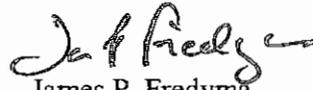
Approval of this lease amendment will allow the Department to continue to provide continuity of services to the courts and clientele in the Dover area.

The area served by this office is the area jurisdiction of the Dover District Court.

Funding for this request is General Funds 60.5%, Federal Funds 39.5% by cost allocation across benefiting programs.

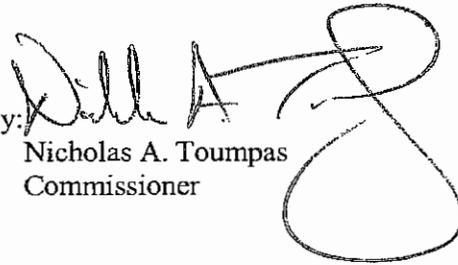
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	City of Dover 288 Central Avenue Dover, New Hampshire 03820
Location:	61 Locust Street, First Floor Suites 128,129 Dover, New Hampshire 03820
Monthly Rent:	Year 1 \$1,882.71
Square Footage:	1,676
Square Foot Rate:	Year 1 \$13.48
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2011 through September 30, 2012.
Total Rent:	\$22,592.52

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, July 18, 2011 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Dover, (hereinafter referred to as the "Landlord") with a place of business at 288 Central Avenue, Dover, New Hampshire 03820.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 1,676 square feet of space located at 61 Locust Street, First Floor, Suites 128 and 129, Dover, New Hampshire first entered into on September 19, 2006, which was approved by the Governor and Executive Council on October 25, 2006, item #63 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to twelve (12) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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;

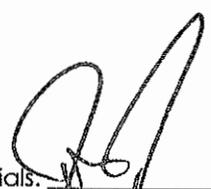
3.1 Term: The expiration date of the current agreement, September 30, 2011 is hereby amended to terminate twelve (12) months thereafter, September 30, 2012. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: 
Date: 7/18/11

4.1 Rent: The current annual rent of \$23,564.52, which is approximately \$14.06 per square foot, will decrease to \$22,592.52, which is approximately \$13.48 per square foot, which shall be prorated to a monthly rent of \$1,882.71, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable October 1, 2011 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$22,592.52.

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

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

Initials: 
Date: 

IN WITNESS WHEREOF, the parties have hereunto set their hands;

TENANT: State of New Hampshire Department of Health and Human Services

Date: July 8, 2011

By David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD:

Date: _____

By _____
J. Michael Joyal, City Manager, City of Dover

Acknowledgement: State of New Hampshire County of Stratford
On (date) 7/18/2011, before the undersigned officer, personally appeared J. Michael Joyal Jr., who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace _____

COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires October 22, 2013

Commission expires: _____ Seal:

Name and title of Notary Public or Justice of the Peace (please print):

Colleen E. A. Besette
Executive Assistant

Approval by New Hampshire Attorney General as to form, substance and execution:

By Jeanne P. Herrick, Assistant Attorney General, on 8/16/2011
Jeanne P. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on SEP 14 2011

DEPUTY SECRETARY OF STATE

**ATTACHMENT TO EXHIBIT B
TENANT FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2012	10/1/2011	\$ 1,882.71		
	11/1/2011	\$ 1,882.71		
	12/1/2011	\$ 1,882.71		
	1/1/2012	\$ 1,882.71		
	2/1/2012	\$ 1,882.71		
	3/1/2012	\$ 1,882.71		
	4/1/2012	\$ 1,882.71		
	5/1/2012	\$ 1,882.71		
	6/1/2012	\$ 1,882.71		<u>\$ 16,944.39</u>
	2013	7/1/2012	\$ 1,882.71	
8/1/2012		\$ 1,882.71		
9/1/2012		\$ 1,882.71	<u>\$ 22,592.52</u>	<u>\$ 5,648.13</u>
<i>Total Rent</i>			<u>\$ 22,592.52</u>	<u>\$ 22,592.52</u>


 Initials: _____
 Date: 5/16/11

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 COMPANY A 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.

Participating Member: City of Dover Member Number: 004-070186 - 12	Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617
---	---

Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2011	6/30/2012	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (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 _____	7/1/2011	6/30/2012	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk Including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2011	6/30/2012		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2011	6/30/2012	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000

Description: Proof of Coverage

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 type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
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.*		
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 129 Pleasant Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date issued: _____ 7/22/2011 _____	Please direct inquiries to: Debra A. Lewis 603.224.7447 x305

*Terms in quotes are defined in the Member Agreement.

MUNICIPALITIES

I, Karen Lavertu, of the City of Dover, do hereby certify to the following associations:

1. I am a duly appointed and acting Clerk/Secretary for the Municipality documented above, which is in the State of 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: June 22, 2011

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, J. Michael Joval, City Manager, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of 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:

Municipality Mayor: Dean Trefethen, Deputy Mayor
 Municipality Clerk: Karen Lavertu
 Municipality Treasurer: Daniel R. Lynch, Financial Director

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: July 18, 2011
 Clerk/Secretary Karen Lavertu, City of Dover
 In the State and County of: New Hampshire and Strafford County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF STRAFFORD, UPON THIS DATE of July 18, 2011, appeared before me (*print full name of notary*) Susan Mistretta, the undersigned officer personally appeared **KAREN LAVERTU** who acknowledged herself to be the **Clerk for the City of Dover** and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the Municipality.

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

Susan Mistretta

SUSAN M. MISTRETTA, Notary Public
 My Commission Expires **October 22, 2013**



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.15.

Resolution Number: R - 2011.06.22 - 92
Resolution Re: Department of Health and Human Services Lease Amendment

WHEREAS: The Department of Health and Human Services is an existing tenant at the McConnell Center; and

WHEREAS: The Department of Health and Human Services seeks to enter into an extension of the lease agreement for an additional year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager is authorized to sign an Amendment with the Department of Health and Human Services for the term of one (1) year with provisions stated in the Amendment attached to the Background.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch Finance Director

Sponsored by: Mayor Scott Myers By request

Approved as to Legal Form: Allan B. Krans, Sr. General Legal Counsel

Recorded by: Karen Lavertu City Clerk

I certify this is a true copy of resolution passed 6/22/2011 Karen Idanto / city clerk Dover NH



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.15.

Resolution Number: R - 2011.06.22 - 92
Resolution Re: Department of Health and Human Services Lease Amendment

DOCUMENT HISTORY:

Table with 4 columns: First Reading Date, Approved Date, Public Hearing Date, Effective Date. Values: 06/22/2011, 06/22/2011, 06/22/2011, 06/22/2011.

DOCUMENT ACTIONS: Moved for its approval by Deputy Mayor Trefethen; seconded by Councilor Cheney. Vote: 8/0.

Voting Record table with columns: Name, YEAH, NAY. Lists Mayor Scott Myers, Deputy Mayor Dean Trefethen, and Councilors Robert Carrier, William Garrison, Jan Nedelka, Dorothea Hooper, Catherine Cheney, Gina Cruikshank, Karen Weston. Total Votes: 8 YEAH, 0 NAY.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.15.

Resolution Number: R - 2011.06.22 - 92
Resolution Re: Department of Health and Human Services Lease
Amendment

RESOLUTION BACKGROUND MATERIAL:

The Amendment is attached.

Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : City of Dover
As of 27-Jul-2011 10:48 AM EDT
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

**Search Results Excluded By
Firm, Entity, or Vessel : City of Dover
as of 27-Jul-2011 10:49 AM EDT**

Your search returned no results.



STATE OF NEW HAMPSH.
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

John A. Stephen
Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 44846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

September 21, 2006

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services to enter into a lease agreement with the City of Dover, 288 Central Avenue, Dover, New Hampshire 03820 (Vendor #120015), in the amount of \$114,571.32 commencing October 1, 2006 or upon Governor and Executive Council approval, whichever is later, and to end sixty months thereafter on September 30, 2011. Funds are available in the following account.

Account 010-095-5685-022-0248

Table with 2 columns: SFY Year and Amount. Rows include SFY 2007 (\$16,705.53), SFY 2008 (\$22,512.90), SFY 2009 (\$22,831.29), SFY 2010 (\$23,149.74), SFY 2011 (\$23,480.73), SFY 2012 (\$ 5,891.13), and Total (\$114,571.32).

2. Authorize the Department of Administrative Services to make a one-time payment not to exceed \$15,000.00 for a toilet room used for random drug testing of youths under the supervision of the Division of Juvenile Justice Services. To be paid upon satisfactory completion of the installation as specified in the lease agreement, Exhibit D, Part III, Improvements. Funds are available in the following account.

Account 010-014-2042-092

Table with 2 columns: SFY Year and Amount. Row includes SFY 2007 (\$15,000.00).

EXPLANATION

The Department of Health and Human Services has leased office space in Dover since 2002, currently housing ten staff. The Dover Itinerant Office has full-time caseloads assigned by the Dover District Court. The purpose of this request is to lease office space at the 61 Locust Street, Suites 128 and 129, in Dover, New Hampshire. The leased space provides workspace for the Department's Division of Juvenile Justice Services (DJJS), Juvenile Probation and Parole

Officers (JPPOs). These JPPOs are assigned to work with the Dover District Court and juveniles under their jurisdiction exclusively.

The leasing of space in Dover is particularly desirable because of the close working relationship and responsibilities the JPPOs have with the court, the juveniles they serve and the community. Office space in proximity of the court makes them more accessible to those they serve directly and demonstrates the Department's commitment to serve the community in the best manner possible. Reports to the Court relative to Court Ordered Placements (RSA 169-F) are provided more efficiently due to the JPPOs proximity.

The City of Dover is renovating the entire facility currently housing the Department's Itinerant Office. The City will provide newly renovated space for the Department on the first floor of the building. The Department currently occupies leasehold space on the third floor of this facility. The lease renewal negotiated with the current Landlord provides the same terms and conditions as the original lease at a true gross lease rate of \$13.29 per square foot for year one with less than 1.5% increase per year for years two through five. The current rate is \$9.29 per square foot gross. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance. The newly renovated space will accommodate the Department more efficiently with less space. Newly renovated leased space consists of approximately 1,676 square feet; the current lease consists of 1,898 square feet.

On space of this size, the cost to advertise, move, relocate furniture, equipment and telephone and data wiring, is not cost effective. Consequently, a waiver of the public notice (see attached) for this renewal was requested and approval granted on April 11, 2006. The waiver avoided the additional advertising costs and allows the Department to remain in the existing location, in newly renovated space.

The request for the addition of the toilet room is a result of the following: Substance abuse is a prevailing issue with youth in the juvenile justice system. Estimates are that 80 - 90% of youths under the supervision of DJJS Juvenile Probation and Parole Officers have a substance abuse issue. District and Family Division judges are issuing orders for random drug testing in almost every case.

Best practice and chain of custody procedures require that urine samples be collected under controlled and observed conditions. As urine testing is also considered to be a medical procedure, HIPPA requires complete privacy and confidentiality for these collection procedures.

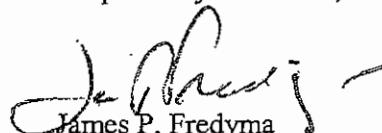
The City of Dover is unable to fund or incorporate the cost of a private rest room into the lease rate. The initial discussions with the City of Dover provided a toilet adjacent to the proposed DJJS leasehold space. This facility, however, will be used as a rest room available to the public, specifically those using the ground floor cafeteria. This is unacceptable under both HIPPA and DJJS best practices and policy. A rest room without public access is needed to allow the office staff to perform their duties professionally. Therefore, the one-time payment of \$15,000 for a private rest room within the proposed leasehold space is requested. Due to HB644, certain functions and personnel were transferred from the Department of Health and Human Services to the Department of Administrative Services (DAS) along with associated funding. The funding for this District Office renovation was transferred to DAS, therefore is funded by DAS.

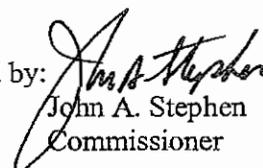
In addition, as part of this lease agreement, a special provision (Exhibit E, Paragraph 1) will allow the Department to request minor alterations, renovations and modifications to be made by the Landlord at the Department's expense without amending the amount of this contract.

The area serviced by this office is the area jurisdiction of the Dover District Court.

Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across benefiting programs. In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,


James P. Fredyma
Controller

Approved by: 
John A. Stephen
Commissioner

Michael P. Connor
Director
Department of Administrative
Services
Division of Plant and Property
Management

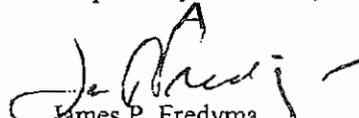
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In addition, as part of this lease agreement, a special provision (Exhibit E, Paragraph 1) will allow the Department to request minor alterations, renovations and modifications to be made by the Landlord at the Department's expense without amending the amount of this contract.

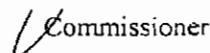
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Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across benefiting programs. In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,


James P. Fredyma
Controller


Approved by John A. Stephen


Commissioner


Michael P. Connor
Director
Department of Administrative
Services
Division of Plant and Property
Management



DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

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603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

April 10, 2006

VIA IN HAND DELIVERY

Ms. Mary Belez, Administrator
Department of Administrative Services
Division of Plant and Property Management
Bureau of Planning and Management
25 Capitol Street, Room 106
Concord, NH 03301

Re: Request For Waiver
Dover Lease Renewal

Dear Ms. Belez:

This letter is submitted to you for submittal to the Department of Administrative Services, Director of Plant and Property Management, requesting a waiver of Adm 610.04 (a), Public Notice.

This request for a waiver is submitted under Adm 610.04(c), the circumstances for consideration for the requested waiver are as follows: The Dover Itinerant Office services clients living in the Dover area. The leased space provides workspace for the Division of Juvenile Justice Services Juvenile Probation and Parole Officers (JPPOs). These JPPOs are assigned to work with the Dover District Court and juveniles under their jurisdiction exclusively.

The leasing of space in Dover is particularly desirable because of the close working relationship and responsibilities the JPPOs have with the court, the juveniles they serve and the community. Office space in proximity of the court makes them more accessible to those they serve directly and demonstrates the Department's commitment to serve the community in the best manner possible. Reports to the Court relative to Court Ordered Placements (RSA 169-F) are provided more efficiently due to the JPPOs proximity site location.

LEASE SPECIFICS

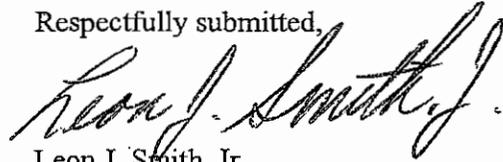
Landlord:	City of Dover 288 Central Avenue Dover, New Hampshire 03820
Location:	61 Locust Street, First Floor Suites 128,129 Dover, New Hampshire 03820
Monthly Rent:	Year 1 \$1,856.17 Year 2 \$1,882.71 Year 3 \$1,909.24 Year 4 \$1,935.78 Year 5 \$1,963.71
Square Footage:	1,676
Square Foot Rate:	Year 1 \$13.29 Year 2 \$13.48 Year 3 \$13.67 Year 4 \$13.86 Year 5 \$14.06
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2006 through September 30, 2011.
Total Rent:	\$114,571.32

Ms. Mary Belec
April 10, 2006
Page 2

The City of Dover is renovating the entire facility currently housing the Department's Itinerant Office. The City will provide newly renovated space for the Department on the first floor of the building. The Department currently occupies leasehold space on the third floor of this facility. The lease renewal negotiated with the current Landlord provides the same terms and conditions as the original lease at a true gross lease rate of \$13.29 per square foot for year one with less than 1.5% increase per year for years four through five. The current rate is \$9.29 per square foot gross. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance. The newly renovated space will accommodate the Department more efficiently with less space. Leased space consists of approximately 1,676 square feet; the current lease consists of 1,898 square feet.

A waiver of the public notice for this itinerant office will avoid the additional advertising costs and allow the Department to remain in a safe, secure, and confidential environment in which the Department's staff and clients are able to conduct business.

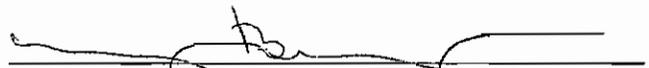
Respectfully submitted,



Leon J. Smith, Jr.
Administrator
Bureau of Facilities and Assets Management

Approval recommended

Date: April 11, 2006


Mary Belec
Administrator, Bureau of Planning and Management

Request for waiver granted

Date: April 11, 2006


Michael P. Connor
Director, Division of Plant and Property Management

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT

1. **Parties to the Lease:**

This indenture of Lease is made this 19th day of September, 2006, by the following parties:

1.1 **The Lessor** (who is hereinafter referred to as the "Landlord") is:

Name: City of Dover

(if corporation, give full corporate name)

State of Incorporation: _____

(if applicable)

Business Address: 288 Central Avenue

Street Address *(if corporation, give principal place of business)*

<u>Dover</u>	<u>NH</u>	<u>03820</u>	<u>(603) 516-6023</u>
City	State	Zip	Telephone number

1.2 **The Lessee** (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: Department of Health and Human Services

Address: 129 Pleasant Street

Street Address *(official location of Tenant's business office)*

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-4821</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. **Demise of the Premises:**

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 61 Locust Street, First Floor - Suites 128, 129

(street address, building name, floor on which the space is located, and unit/suite # of space)

<u>Dover</u>	<u>NH</u>	<u>03820</u>
City	State	Zip

The demise of the premises consists of: 1,676 square feet

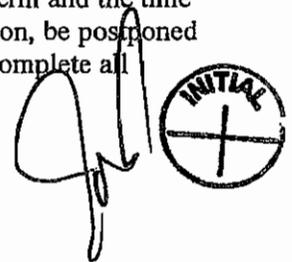
(give square footage of the leased space, and attach a floor plan as "Exhibit A")

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

3. **Term; Delays; Extensions; and Conditions upon Commencement:**

3.1 **Term:** TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of five year(s), commencing on the 1st day of October, in the year 2006, and ending on the 30th day of September, in the year 2011, unless sooner terminated in accordance with the Provisions hereof.

3.2 **Delay in Occupancy:** If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.



3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED
(optional clause, replace 3.2 above, applicable only if the selection box is marked)

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as thirty (30) days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null and void without recourse to the parties hereto.

3.3 Extension of Term: The Tenant shall have the option to extend the Term for (insert text) No Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.4 Conditions on the Commencement and Extension of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent, Additional Rent:

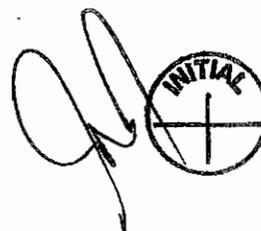
4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B. The first such installment to be due and payable on the following date: (insert month, date and year) October 1, 2006. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

4.2 Additional Rent: (optional escalation, applicable only if the selection box is marked) **SELECTED**
The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

4.2.1 Tenant's Share of Increased Operating Expenses: The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: (insert definition in the space provided, or define in "Exhibit B" herein) _____

4.2.2 Tenant's Share of Increased Taxes: The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: (insert date) _____

4.2.3 Determination of Prorated Share: Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.



4.2.4 Procedure for requesting Additional Rent: The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including with such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

4.2.5 Rebate or Refund of Rent to the Tenant: If the Landlord receives any rebate, credit or refund of the said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

5. Conditional Obligation of the State:

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: (select one of the clauses below, indicating the selection with an "x")

The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

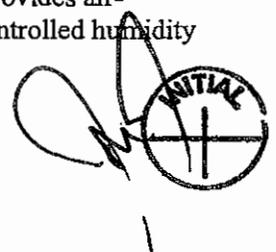
OR:

The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the following:
(document the utilities not to be provided in the space below, or further define in Exhibit E) _____

Tenant solely responsible for telephone and data with direct payment to provider thereof.

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.



7. **Use of Premises; Compliance with Laws and Regulations Affecting the Premises**
7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of (written in the intended use of the leased premise in the space provided) office space for its employees engaged in the delivery of health and human services

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises, or any appurtenance thereto, which may become necessary during the Term or any extension or Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of, the roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

8.2 **Janitorial Services:** (Select one of the options below by marking the appropriate box)

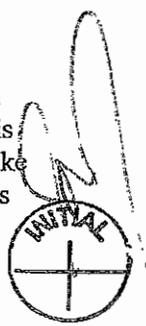
Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit C hereto. **OR:**

Janitorial Services shall be the Tenant's responsibility.

8.3 **Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within fifteen (15) days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

9. **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that, where such work is of a structural nature, the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:



usability of a building or facility below the requirements for new construction at the time of the alteration.

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

9.1.3 The Landlord, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.2 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

10. **Improvements to the Premises:** **Selected** (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

10.1 **Plans, Standard of Work, etc.:** All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

10.1.1 **Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

10.2 **Landlord's Delay in Completion; Tenant's Options:**

10.2.1 **Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) _____ days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) _____ days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

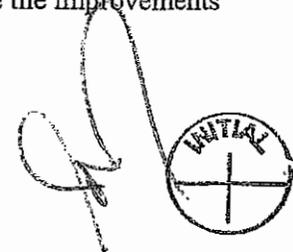
10.2.2 **Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

A. **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

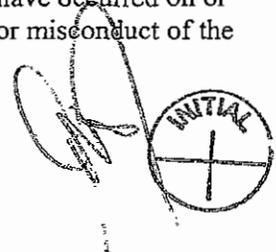
B. **Occupancy of Premises "As is":** Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C. **Completion of Improvements by Tenant:** Complete the improvements at its' own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D. **Delay Occupancy:** In accordance with paragraph 3.2 herein.



11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week 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 Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain 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, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)* Selected
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** 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 Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.



to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against its 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 Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

16.3 Tenant's Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant 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, which immunity is hereby reserved to the State.

17. Fire, Casualty and Eminent Domain: 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, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking 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, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:

17.1 Landlord's Failure to Provide: The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:

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

18 Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

18.1.1 Tenant's Failure to Pay Rent: The Tenant 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:

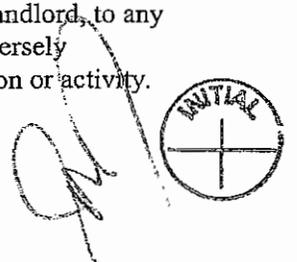
18.1.2 Tenant's Breach of Covenants, etc.: The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such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

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five 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 Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

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

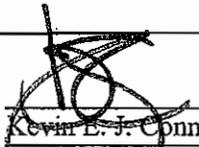


19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
21. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
22. **Miscellaneous:**
- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 22.2 **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 22.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 22.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 22.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 22.8 **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.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.



TENANT: The State of New Hampshire, acting through its' Department of Health and Human Services

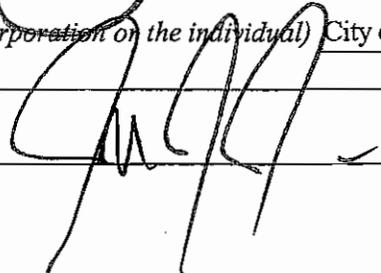
Authorized by: (give full name and title)



Kevin E. J. Connor, Director of Planning and Management

LANDLORD: (give name of either the corporation or the individual) City of Dover

Authorized by: (give full name and title)



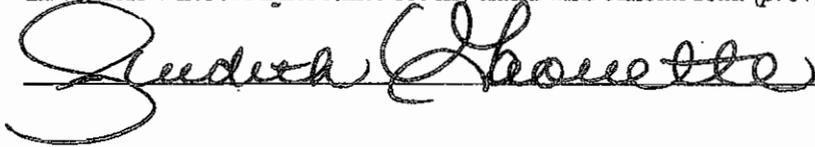
NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NH COUNTY OF: Strafford

UPON THIS DATE (insert full date) September 19, 2006, appeared before me (print full name of notary) JUDY GAQUETTE the undersigned officer personally

appeared (insert Landlord's signature) Michael Joyal who acknowledged him/herself to be (print officer's title, and the name of the corporation) City Manager of the City of Dover and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

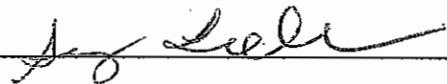


JUDITH GAQUETTE
Notary Public, Justice of the Peace
My Commission Expires February 6, 2007

APPROVALS:
For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

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

Approval date: 10/11/06

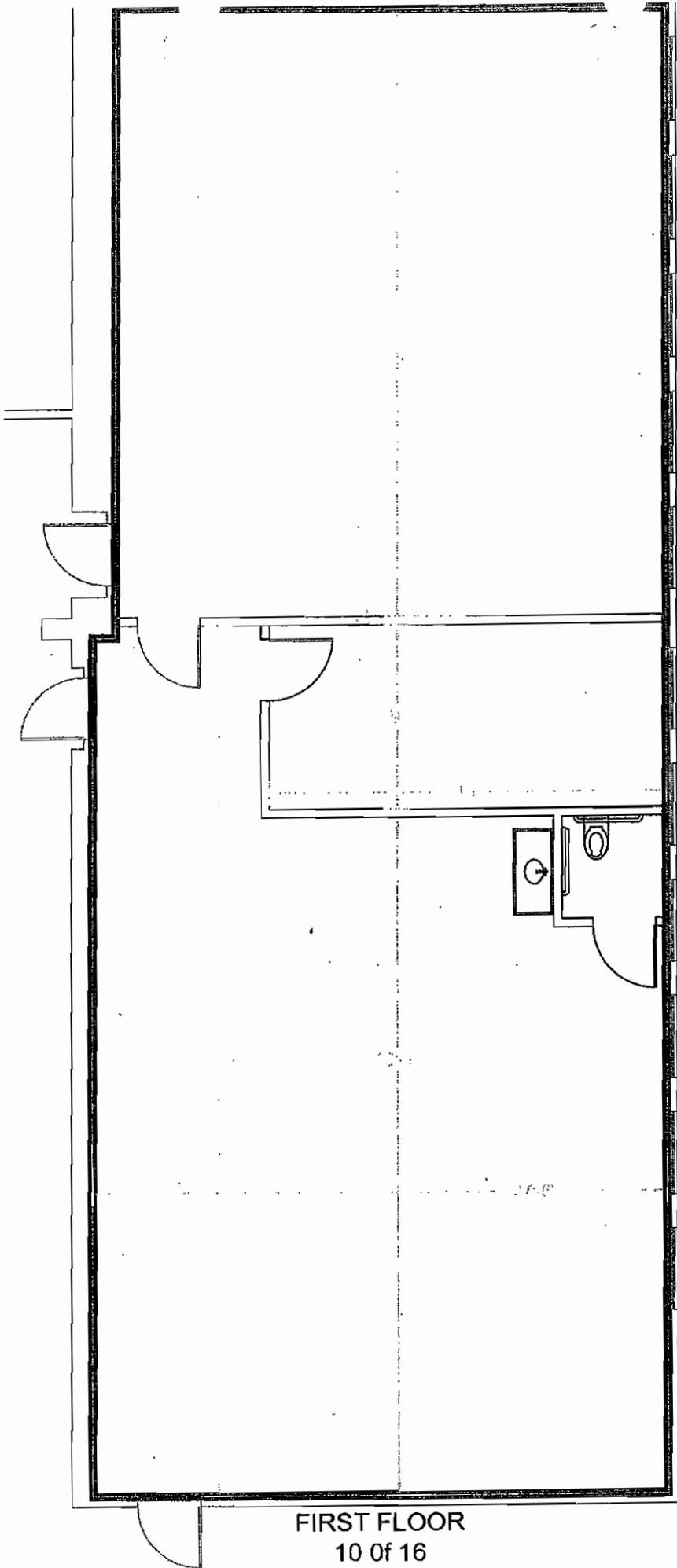
Approving Attorney: 

Approved by the Governor and Executive Council:

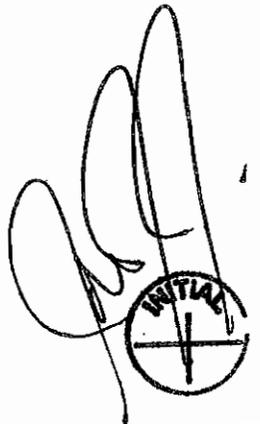
Approval date: OCT 25 2006

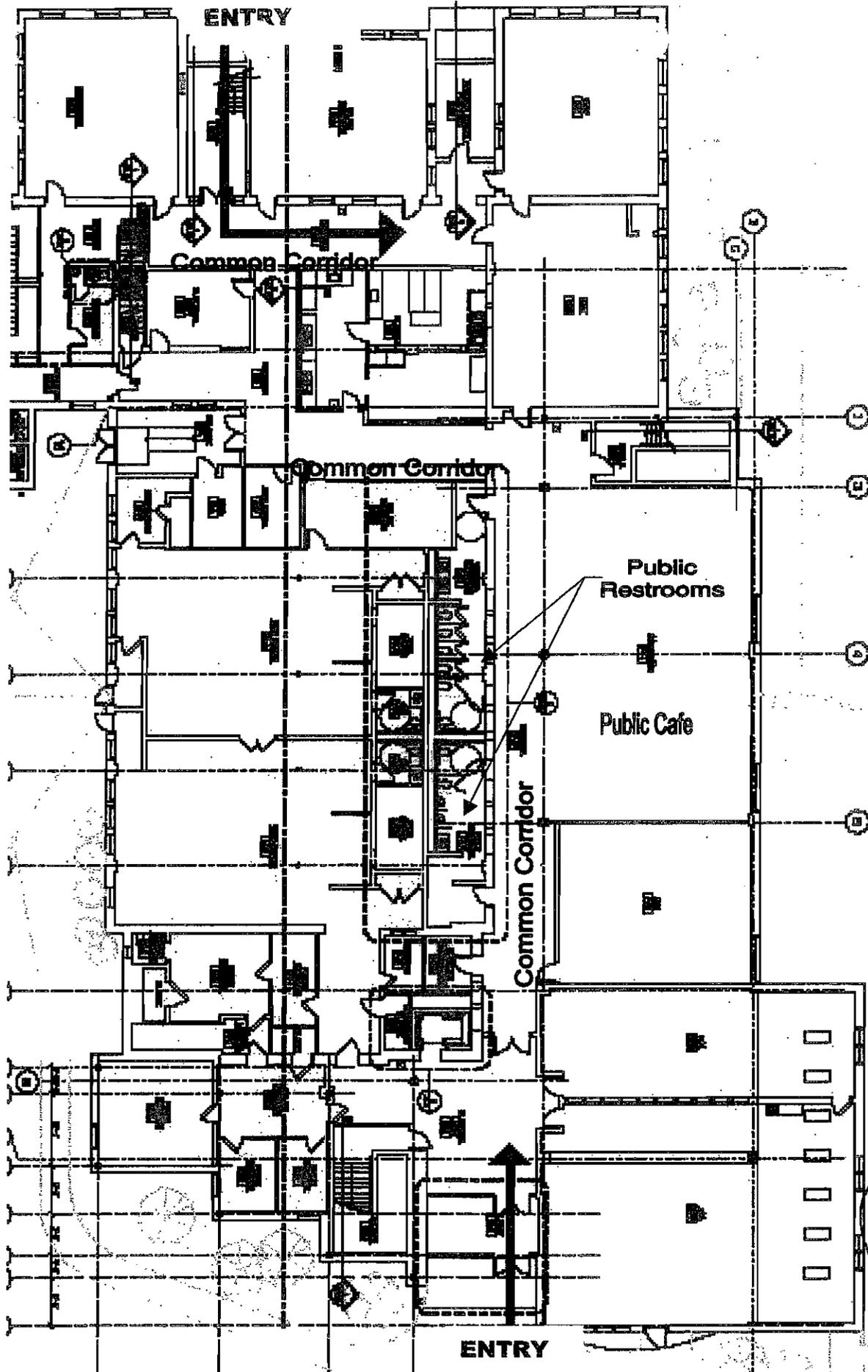
Signature of the Deputy Secretary of State: 

The following Exhibits shall be included as part of this lease:



FIRST FLOOR
10 of 16





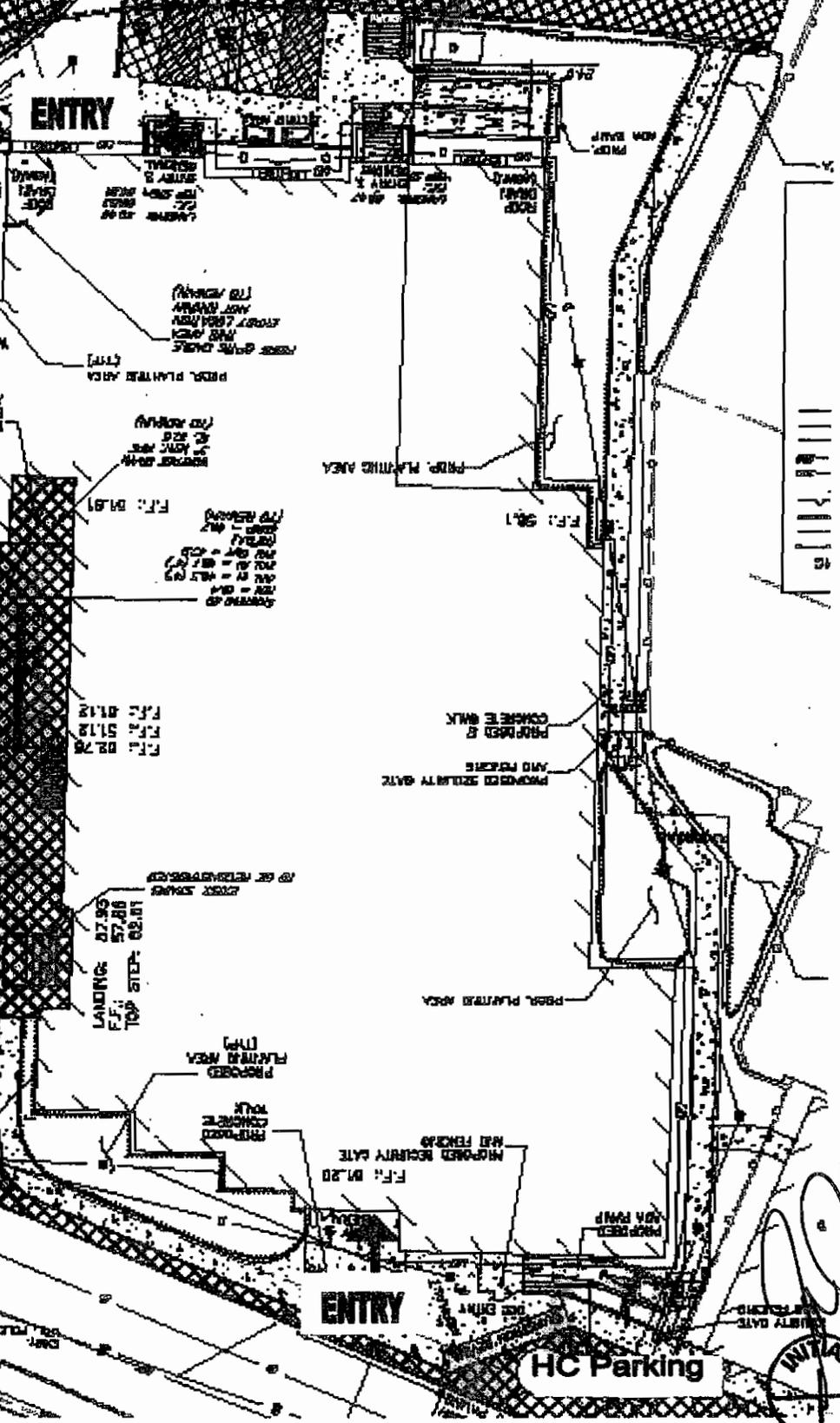
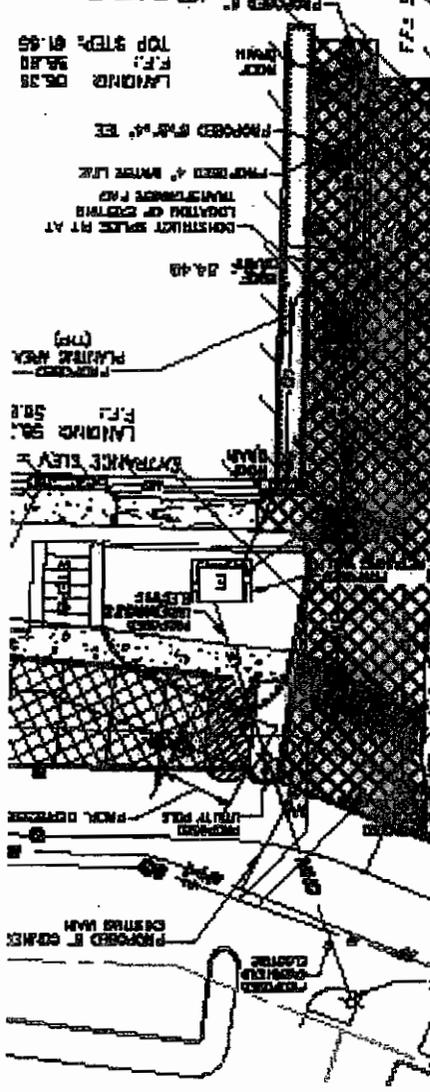
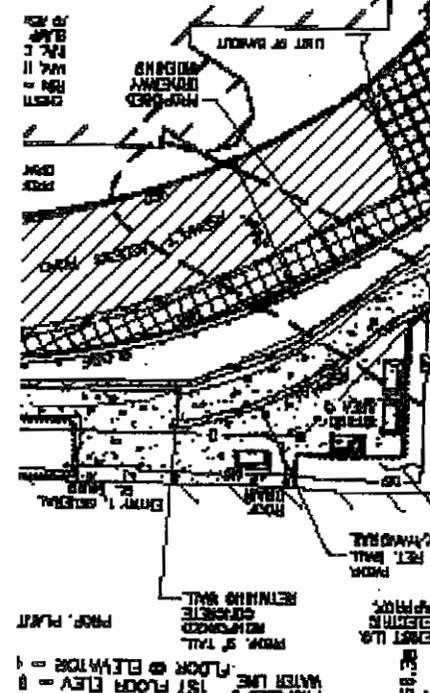
[Handwritten Signature]

INITIAL

REVISIONS
DATE
BY

HC Parking

ENTRY



ENTRY

HC Parking



RENTAL SCHEDULE

<u>Term</u>	<u>Dates</u>	<u>Per Square Foot</u>	<u>Monthly</u>	<u>Annual Rent</u>
Year 1	10/01/06 – 9/30/07	\$13.29	\$1,856.17	\$22,274.04
Year 2	10/01/07 – 9/30/08	\$13.48	\$1,882.71	\$22,592.52
Year 3	10/01/08 – 9/30/09	\$13.67	\$1,909.24	\$22,910.88
Year 4	10/01/09 – 9/30/10	\$13.86	\$1,935.78	\$23,229.36
Year 5	10/01/10 – 9/30/11	\$14.06	\$1,963.71	\$23,564.52

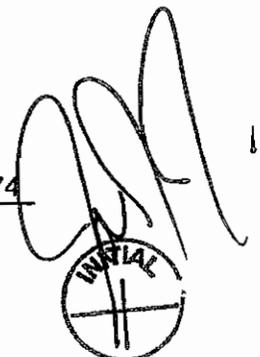
Total five-year term: \$114,571.32



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ATTACHMENT TO EXHIBIT B
 TE T'S FISCAL YEAR SCHEDULE OF RENTAL PA ITS

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2007	10/1/2006	\$ 1,856.17		
	11/1/2006	\$ 1,856.17		
	12/1/2006	\$ 1,856.17		
	1/1/2007	\$ 1,856.17		
	2/1/2007	\$ 1,856.17		
	3/1/2007	\$ 1,856.17		
	4/1/2007	\$ 1,856.17		
	5/1/2007	\$ 1,856.17		
	6/1/2007	\$ 1,856.17		\$ 16,705.53
	2008	7/1/2007	\$ 1,856.17	
8/1/2007		\$ 1,856.17		
9/1/2007		\$ 1,856.17	\$ 22,274.04	
10/1/2007		\$ 1,882.71		
11/1/2007		\$ 1,882.71		
12/1/2007		\$ 1,882.71		
1/1/2008		\$ 1,882.71		
2/1/2008		\$ 1,882.71		
3/1/2008		\$ 1,882.71		
4/1/2008		\$ 1,882.71		
2009	5/1/2008	\$ 1,882.71		
	6/1/2008	\$ 1,882.71		\$ 22,512.90
	7/1/2008	\$ 1,882.71		
	8/1/2008	\$ 1,882.71		
	9/1/2008	\$ 1,882.71	\$ 22,592.52	
	10/1/2008	\$ 1,909.24		
	11/1/2008	\$ 1,909.24		
	12/1/2008	\$ 1,909.24		
	1/1/2009	\$ 1,909.24		
	2/1/2009	\$ 1,909.24		
2010	3/1/2009	\$ 1,909.24		
	4/1/2009	\$ 1,909.24		
	5/1/2009	\$ 1,909.24		
	6/1/2009	\$ 1,909.24		\$ 22,831.29
	7/1/2009	\$ 1,909.24		
	8/1/2009	\$ 1,909.24		
	9/1/2009	\$ 1,909.24	\$ 22,910.88	
	10/1/2009	\$ 1,935.78		
	11/1/2009	\$ 1,935.78		
	12/1/2009	\$ 1,935.78		
2011	1/1/2010	\$ 1,935.78		
	2/1/2010	\$ 1,935.78		
	3/1/2010	\$ 1,935.78		
	4/1/2010	\$ 1,935.78		
	5/1/2010	\$ 1,935.78		
	6/1/2010	\$ 1,935.78		\$ 23,149.74
	7/1/2010	\$ 1,935.78		
	8/1/2010	\$ 1,935.78		



TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

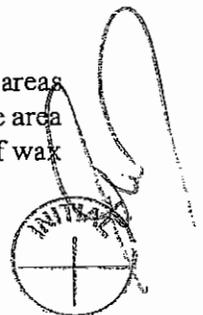
<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
	9/1/2010	\$ 1,935.78	\$ 23,229.36	
	10/1/2010	\$ 1,963.71		
	11/1/2010	\$ 1,963.71		
	12/1/2010	\$ 1,963.71		
	1/1/2011	\$ 1,963.71		
	2/1/2011	\$ 1,963.71		
	3/1/2011	\$ 1,963.71		
	4/1/2011	\$ 1,963.71		
	5/1/2011	\$ 1,963.71		
	6/1/2011	\$ 1,963.71		\$ 23,480.73
2012	7/1/2011	\$ 1,963.71		
	8/1/2011	\$ 1,963.71		
	9/1/2011	\$ 1,963.71	\$ 23,564.52	\$ 5,891.13
<i>Total Rent</i>				\$ 114,571.32

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**EXHIBIT C
ATTACHMENT I**

STATEMENT OF WORK

- 1-01. SCOPE: These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. HOURS OF SERVICE: All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. DEFINITIONS OF SERVICES:
- A. Sweeping - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. Buffing - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.

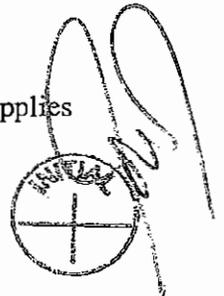


- I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.
- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets - Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning - A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

- A. Major Items of Supplies:
 - Detergent, General Purpose
 - Soap, toilet (Floating White)
 - Soap, toilet, powder - Plain and with Borax
 - Sweeping Compound
 - Polish - Metal
 - Wax, Floor, Water Emulsion - or State approved substitute
 - Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
 - Waste Container Liners (plastic)
 - Remover, Water Emulsion Type Floor Wax
- B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.



C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

A. Safeguarding by building standard lockset shall be provided, providing the storage area is used exclusively by the LANDLORD.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

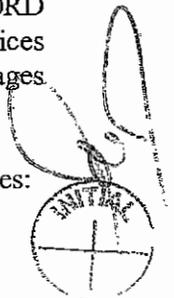
1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. DEFECTIVE WORK AND DAMAGES: The Department of Health and Human Services will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Department of Health and Human Services may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:



A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

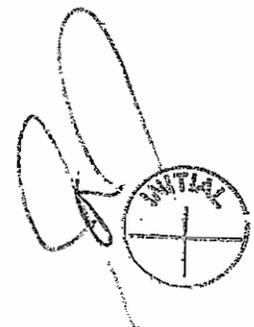
H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:



A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

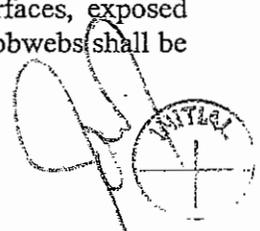
F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.



K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

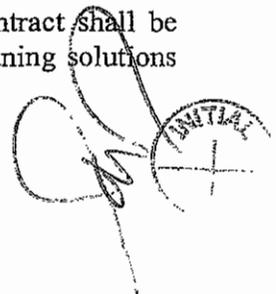
R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

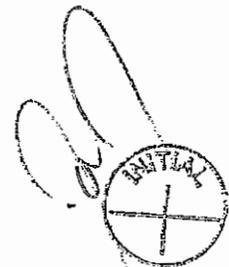
T. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.

U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights post the conclusion of their nightly operations.

1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.



- 1-14. LOST, FOUND & MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.
- 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.
- 1-16. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap (specifically, Citrus Magic) and sanitary napkins.
- 1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.



SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff		X				
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Burned-out lights to be replaced as necessary						
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.		X				
Waste Receptacles						
Empty Waste Receptacles	X					
Wash Waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Glass Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning - Interior and Exterior					X	
Removal and replacement of window screens as necessary						
Skylight Cleaning (where applicable)				X		
Window Covering						
Clean and Re-hang					X	
Shampoo Carpets with Power Brush				X		

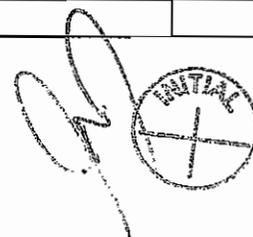


EXHIBIT D

Provisions for "barrier free" access, renovations, "clean air compliance", and recycling.

Part I "Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Access Committee" in "Exhibit G" herein. Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.

The Landlord and at the Landlord's sole expense, shall be solely responsible for the provision of all renovations and improvements. All renovations must comply with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ANSI A117.1-1998), the NH State Building Code (IBC 2000, ANSI A117.1-1998, NFPA 101), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG), within 30 days of Governor and Council approval.

Part II Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "certificate of compliance") or shall be attained as follows: The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Radon/Indoor Air Quality Program" shall be completed no later than thirty (30) days after Tenant's occupancy

No later than thirty (30) days after commencement of the term herein, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the landlord shall submit notarized air testing results to the "State of New Hampshire, Department of Environmental Services, "Radon/Indoor Air Quality Program" for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance".

Part III Improvements, Renovations or New Construction: Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.

See attached Exhibit D, Part III, Improvements

Part IV Recycling: document whether or not there is a readily accessible community-recycling program the leased premises will utilize.

The Tenant shall use any recycling services that are economically feasible and become readily available during the term. At this time the only readily accessible recycling program the leased premises will utilize is the aluminum can recycling offered by the City and at no charge.

EXHIBIT D
PART III, IMPROVEMENTS
Dover Itinerant Office Toilet Room

Landlord to provide the renovations discussed herein and as depicted in the attached floor plan (see Attachment to EXHIBIT D, PART III). Toilet room to be added to the leasehold space identified as Room 129, Landlord to invoice Tenant for the toilet room renovation upon satisfactory completion and for the amount up to and not to exceed \$15,000.00. Toilet to include the following:

Concrete

Cut slab, excavate for plumbing, backfill, replace concrete

Rough Carpentry

Install blocking

Millwork

Counter and base cabinet

Doors, Frame and Hardware

Door, frame and hardware

Drywall

Build Type II walls and install doorframe

Paint

Paint walls and doorframe

Flooring

Sheet vinyl flooring

Specialties

Install toilet accessories

HVAC/Plumbing

Toilet, lavatory, exhaust fan/light, duct to outside

Fire Protection

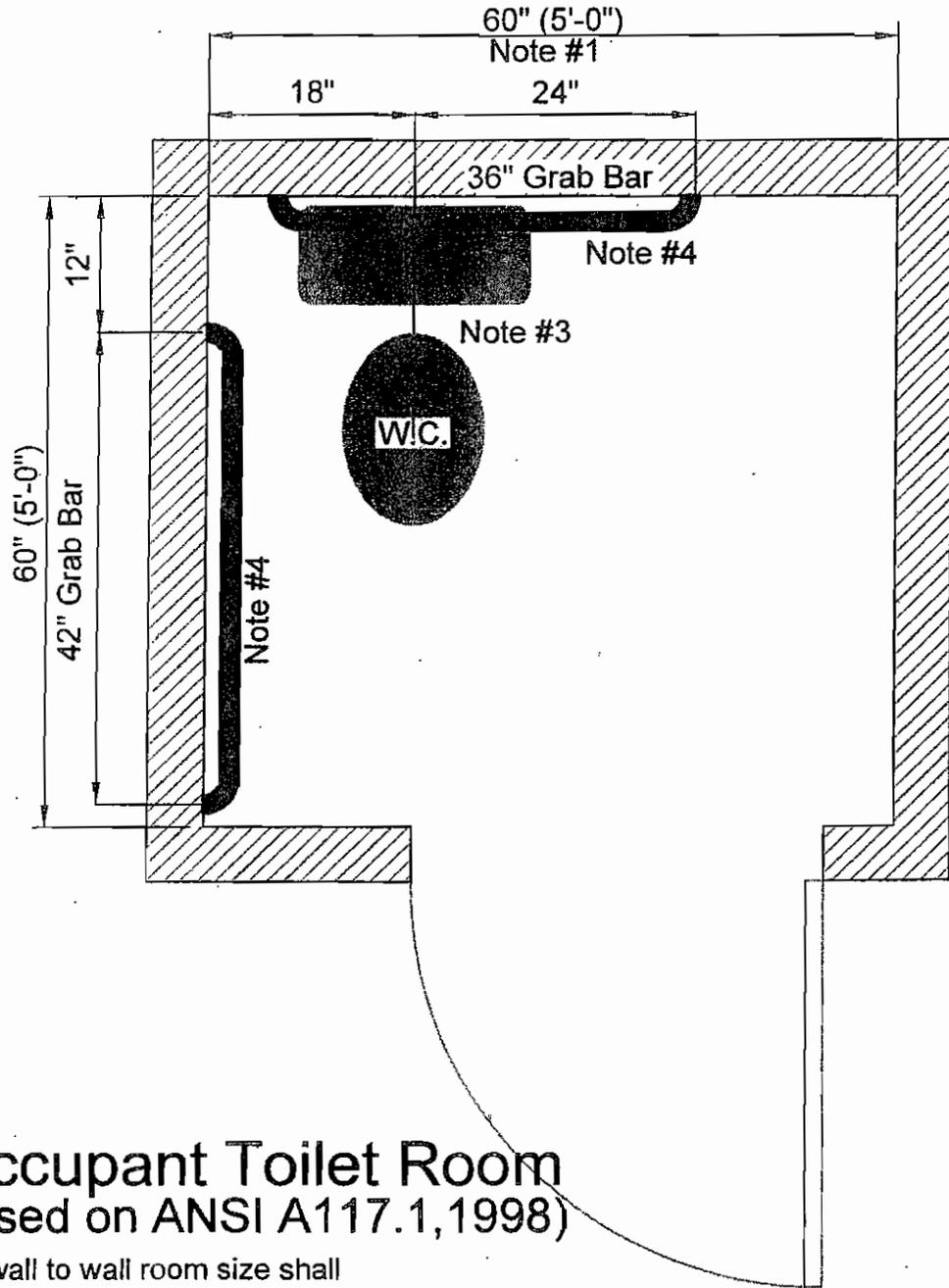
Provide head in room

Electrical

Lighting, switching, emergency lighting, fire alarm GFCI receptacle, switch for exhaust fan

- Landlord will have sixty days, from the date of Governor and Executive Council Approval in which to complete the toilet improvements, as defined above.





Single Occupant Toilet Room (Design based on ANSI A117.1, 1998)

Note #1 : Finish wall to wall room size shall be 60" x 60". NO OTHER FIXTURE OR OBSTRUCTION SHALL BE WITHIN THIS SPACE.

Note #2 : Any manufacturer's wall hung ACCESSIBLE lavatory may be used.

Note #3 : Install flush valve control on room side of water closet. (ADAGG requirement only, 308.3.2)

Note #4 : Install grab bars 33" to 36" above finished floor. (609.4)

Note #5 : 32" CLEAR WIDTH door must swing as shown. Review latchset requirements w/tenant.



SPECIAL PROVISIONS

The parties' agreement concerning modifications (if any) to the foregoing standard provisions of this lease are set forth below: *document any and all modifications, deletions or additions to, the standard text of the lease.*

1. State of New Hampshire
Department of Health and Human Services
Office of Business Operations

Lease Addendum Special Provisions

- Additional payments may be made to the Landlord by the State as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the State, and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

2. One Time Payment

- The Tenant agrees to pay the Landlord a one-time payment not to exceed \$15,000.00 upon satisfactory completion of the toilet room installation as specified in Exhibit D, Part III, Improvements.

3. Required Property Management

- Provide assurances that the Landlord will employ and identify a full time professional property manager or management team.
- Provide Tenant with a 24 hour emergency response telephone number and contact person(s).

4. Additional requirements to be provided by the Landlord

- The Landlord will issue permits for 20 spaces within the library parking lot; however, specific spaces will not be designated. The library parking lot is located at 61 Locust Street in Dover, New Hampshire and Landlord will keep that number of spaces free, cleared, and usable. The lighting in said parking lot will be adequate to the Tenant's standards.

5. Maintenance and Repair of Broken Glass

- Landlord must replace any and all structurally damaged or broken glass the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.

6. Maintenance and Repair of HVAC

- Landlord must replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must provide a back-up source of HVAC to accommodate the Tenant until the deficiency is remedied.



7. Leasehold Improvement Communication/Coordination

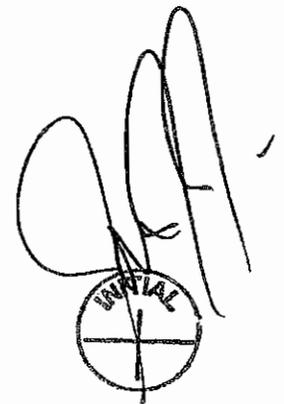
- Landlord shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Tenant. Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from Tenant to the affected on-site Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, Tenant may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

8. Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- The "List of Parties Excluded From Federal Procurement or Nonprocurement Programs" was reviewed and the Landlord was not on the list (see the attached search results).

9. Operating Expenses

- The Landlord, upon written notification from the Tenant, shall provide the Tenant with the accurate annual utility (including but not limited to heat and electricity), Real Estate taxes and janitorial expenses for the premises. The Landlord shall provide these expenses in writing within 30 days of written notice by the Tenant.



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.

Participating Member: City of Dover Member Number: 004-070186 - 07		Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2006	6/30/2007	Each Occurrence	\$ 2,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products - Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (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 _____	7/1/2006	6/30/2007	Each Occurrence	\$ 2,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input checked="" type="checkbox"/> Excess Liability	7/1/2006	6/30/2007	Each Occurrence	\$
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2006	6/30/2007	\$Per scheduled limits and Member Agreement	
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2006	6/30/2007	Statutory / Cov. A	
			Each Accident / Cov. B	\$ 1,000,000
			Disease - Each Employee	\$ 1,000,000
			Disease - Policy Limit	\$ 1,000,000
Description: Proof of Coverage				

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 type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
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.*			
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 129 Pleasant Street Concord NH	Companies By: <u>Debra A Lewis</u> Authorized Representative Date Issued: _____ 7/13/2006	Please direct inquiries to: Debra A. Lewis 603.226.4481	

*Terms in quotes are defined in the Member Agreement.



GOVERNOR'S COMMISSION ON DISABILITY

ARCHITECTURAL BARRIER-FREE DESIGN COMMITTEE

John H. Lynch, Governor
Paul Van Blarigan, Chairman
Carol A. Nadeau, Executive Director

Mark Weir, Chair
Jeffrey Marden, Vice Chair
Cheryl L. Killam, Accessibility Specialist

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free
(603) 271-2837 FAX

Voice or TTY

Direct Line (603) 271-4177
Email: cheryl.killam@nh.gov
Website: www.nh.gov/disability/abcommittee.html

April 18, 2006

To The Honorable Governor John Lynch and Members of the Executive Council:

REQUESTED ACTION

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Health and Human Services, Division for Juvenile Justice Services
Location: 61 Locust Street, First Floor, Suites 128 and 129, Dover, NH 03820
Lessor: City of Dover, 288 Central Avenue, Dover, NH 03820
Term: July 1, 2006 – June 30, 2011 with No extensions

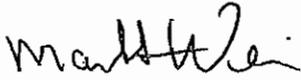
The Architectural Barrier-Free Design Committee respectfully recommends that the subject NEW lease for 1676 square feet of space be approved, **with the following condition:**

All renovations must comply with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ANSI A117.1-1998), the NH State Building Code (IBC 2000, ANSI A117.1-1998, NFPA 101), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG), within 30 days of Governor and Council approval.

This recommendation is based upon the assurances of the leasing agencies' ADA Coordinator that this facility will be accessible upon completion of Exhibit D renovations.

Should future inspection prove that areas of non-compliance exist, the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the state.

Respectfully Submitted and Approved by the
Architectural Barrier-Free Design Committee:


Mark Weir, Chairperson

clk
cc: James P. Fredyma, Controller, ADA Coordinator
Leon J. Smith, Jr., Administrator, Bureau of Facilities and Assets Management, Lease Processor

R E S O L U T I O N

RESOLUTION RE: AUTHORIZING THE CITY MANAGER ENTER INTO AGREEMENTS TO LEASE SPACE WITHIN THE MCCONNELL CENTER WITH WENTWORTH DOUGLAS HOSPITAL, THE UNIVERSITY OF NEW HAMPSHIRE, SEACOAST HOSPICE, THE DOVER ADULT LEARNING CENTER OF STRAFFORD COUNTY, AND THE STATE OF NEW HAMPSHIRE.

WHEREAS: The McConnell Center Oversight Committee (The Committee) is actively overseeing the rehabilitation of the former school building, and

WHEREAS: The Committee has negotiated space needs with each prospective tenant to lease space within the building, and

WHEREAS: The Committee has worked to define lease parameters, and

WHEREAS: The Committee has negotiated the leases within the guidelines previously outlined with the Council, and

WHEREAS: Representatives of the Committee have met in negotiation sessions with representatives from Wentworth Douglass Hospital, The University of New Hampshire, Seacoast Hospice, The Dover Adult Learning Center of Strafford County, and

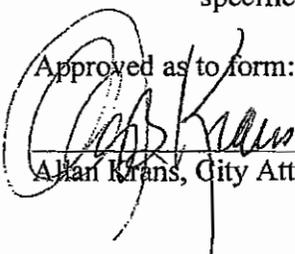
WHEREAS: Representatives of the Committee have reviewed the renewal lease submitted by the State of New Hampshire, and

WHEREAS: It is the Committees recommendation that it is in the City's best interest to finalize leasing arrangements,

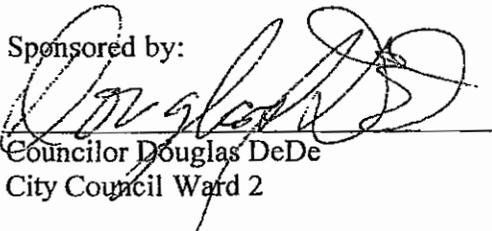
NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The City Manager shall finalize negotiations with the above proposed tenants and shall sign and execute the previously negotiated leases with those agencies specified above.

Approved as to form:

 5-19-06
Alan Krans, City Attorney

Sponsored by:


Councilor Douglas DeDe
City Council Ward 2

Recorded by:


Judy Gaugette, City Clerk

Regular Council Meeting held May 24, 2006.
DeDe moved to adopt, seconded by Cheney.
Motion passed on a 7-2 roll call vote, Keays and Scott opposed.

★ **Search Menu -
Current Exclusions**

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- ▶ DUNS
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- ▶ State/Country
- ▶ Action Dates
- ▶ Termination Dates
- ▶ Exact Name and SSN/TIN
- ▶ CT Code

★ **View Cause and Treatment Code Descriptions**

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- ▶ Procurement Codes
- ▶ Nonprocurement Codes

★ **Agency & Acronym Info**

- ▶ Agency Contacts
- ▶ Agency Descriptions
- ▶ State/Country Code Descriptions

★ **Related Links**

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- ▶ Administration
- ▶ Upload Login

★ **Resources**

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- ▶ FAQ

★ **Reports Menu**

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- ▶ State/Country Report
- ▶ Lists Data Report
- ▶ Supplemental Data Report
- ▶ Cause and Treatment Code

★ **Archive Menu - Past Exclusions**

- ▶ Name
- ▶ Multiple Names

★ **Contact Information**

- ▶ Email: support@epls.gov
- ▶ 1-866-GSA-EPLS
- ▶ Phone:1-866-472-3757
- ▶ Email: eplscmments@epls.gov

Search Results for Parties Excluded by Partial Name : City of Dover, New Hampshire

As of 11-Sep-2006

No records were found matching your search request.

