State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

17

November 9, 2012

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to amend the current 20-month holdover amendment with the City of Keene (Vendor Code No. 177417) 3 Washington Street, Keene, N.H. This agreement shall increase the current square footage of the Keene Circuit Court (formerly Keene District Court) at 3 Washington Street, Keene, N.H from 4,586 square feet to 4,794 square feet. There is no additional charge for the 208 square feet of space at the premises. This agreement will commence upon the approval of the Governor & Executive Council and expire February 28, 2014.

EXPLANATION

The original contract was approved by the Governor & Executive Council on June 7, 2006 (item #21), extended and approved by the Governor & Executive Council on June 4, 2008 (item #16), amended and approved by the Governor & Executive Council on May 20, 2009 (item #21), amended and approved by the Governor & Executive Council on March 10, 2010 (item # 33), amended and approved by the Governor & Executive Council on July 28, 2010 (late item A), amended and approved by the Governor & Executive Council on June 8, 2011 (item #20) and amended and approved by the Governor & Executive Council on June 20, 2012 (item #32)

Approval of the enclosed amendment will increase the Tenant's demised premises by 208 square feet of space to the first floor public lobby of the premises. This additional space will accommodate the installation of security screening station by the Tenant to help remedy the security deficiency at the courthouse.

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

Respectfully submitted,

Linda M. Hodgdon

Linda M. Hodgdon
Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

FROM: Mary Belecz, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: November 7, 2012

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Department of Administrative Services (DAS), Bureau of Court Facilities, 25 Capitol Street, Concord NH

LESSOR: City of Keene, 3 Washington Street, Keene NH 03431

DESCRIPTION: Lease Amendment: Approval of the enclosed will authorize the Bureau of Court Facilities to add 208 square feet of first floor space located adjacent to the elevator and stairway that provides access to the existing 2nd floor 4,586 square foot "Keene District Court", (revised total 4,794 square feet) located in the Keene Town Hall on 3 Washington Street, Keene NH. The additional space will provide room to install a security station with walk-through magnetometer which will upgrade security for the Court, this security station will be temporary, removed when the Courts' new location is ready of occupancy.

TERM: The term will remain unchanged, expiring no later than February 28, 2014

ANNUAL RENT: The current rent shall remain unchanged: $52,606.20 annually which is approximately $11.47 per square foot at the current 4,586 demise, which will be approximately $10.97 per square foot for the amended 4,794 demise.

JANITORIAL: Included in annual rent
UTILITIES: Included in annual rent

TOTAL COST OF AMENDMENT: $0.00

PUBLIC NOTICE: Sole Source – amended contract
CLEAN AIR (RSA 10:B) PROVISIONS: No provisions are applicable to the amended lease
BARRIER-FREE DESIGN COMMITTEE: No review is required for the amended lease

OTHER: Approval of the enclosed is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice.

Recommended for G. & C. submission by:
Bureau of Planning and Management

Mary Belecz, Administrator II

Approved for submission to G. & C. by:
Division of Plant and Property Mgt.

Michael Connor, Director

AMENDMENT

This Amendment ("Amendment") is dated this 15TH day of October, 2012, by and between the State of New Hampshire, acting by and through the Department of Administrative Services, Bureau of Court Facilities (the "Tenant") and the City of Keene, with a place of business at 3 Washington Street, Keene, New Hampshire 03431 (the "Landlord").

WHEREAS, pursuant to a two-year lease agreement (the "Agreement") for 4,586 square feet of shared and exclusive use second floor space located in the building known as the "Keene City Hall" located at 3 Washington Street, Keene NH (the "Premises") first entered into on April 30, 2006, and approved by the Governor & Executive Council on June 7, 2006, item #21, thereafter extended by exercising a one-year lease option provided in the initial lease and approved by the Governor & Executive Council on June 4, 2008, item #16, amended thereafter on March 5, 2009, and approved by the Governor & Executive Council on May 20, 2009, item #21, amended thereafter on January 28, 2010, and approved the Governor & Executive Council on March 10, 2010, item #33, amended thereafter on July 21, 2010, and approved by the Governor & Executive Council on July 28, 2010, late item A, amended thereafter on May 9, 2011, and approved by the Governor & Executive Council on June, 8, 2011, item #20, amended thereafter on May 18, 2012, and approved by the Governor & Executive Council on June 20, 2012, item #32, the Landlord agreed to lease the Premises upon the terms and conditions specified in the Agreement; and

WHEREAS, on July 18, 2012, the State of New Hampshire Supreme Court notified the Landlord that security currently provided in the Premises for staff and members of the public using the court is deficient due to the lack of a walkthrough magnetometer, and;

Amendment of the agreement will provide compliance with RSA 159:19, and;

There is insufficient space within the current demised Premises to accommodate the provision of a security desk with walkthrough magnetometer (to be collectively called the "Equipment" hereinafter) to remedy the deficiency, and;

The Tenant has requested and the Landlord has agreed the Tenant shall be allowed to remedy this deficiency by providing and installing security screening Equipment in the first floor public entrance lobby (the "Lobby") of the building to which the Premises are a part to conduct security screenings of all who use the stairway and the elevator which access both the Court and other upper floors of the building, and;

Amendment of the Agreement is necessary to specify the Tenants' revised demise of Premises to memorialize other terms and conditions with respect to the provision and installation of the Equipment;

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

Amendment of Agreement:

2.0 Demise of Premises: This agreement is amended to include as part of the demised premises the addition of two hundred eight square feet (208 SF) of space for the Tenants' use located in the first floor Lobby adjacent to the elevator and stairwell, as further described in the floor plan titled "Exhibit A" which is attached and incorporated by reference herein. The total Demise of Premises is therefore amended to approximately four thousand seven hundred ninety four square feet (4,794 SF). Notwithstanding the foregoing, all other occupants of the building to which the Premises are a part shall have continued shared use of the Lobby, subject to compliance with the requirements set forth in Special Provision 2 herein.

Special Provision 1: The Tenant shall be solely responsible for the provision and installation of the "Equipment" and for all costs associated with its' installation and operation; the Tenant shall promptly remove the Equipment and repair any damage caused by the removal upon expiration of the Term.

Special Provision 2: The Tenant and Landlord agree all persons wishing to enter the Lobby elevator or stairwell shall require security screening through the Equipment prior to gaining access to those areas.

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.

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

TENANT: State of New Hampshire, acting through its Department of Administrative Services:

By _____
Linda M. Hodgdon, Commissioner

LANDLORD: City of Keene, acting by and through its City Manager

By _____
Signature

Print John A. MacLean
Name & Title John A. MacLean, City Manager

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF CHESHIRE, UPON THIS DATE October 15, 2012, 2012, appeared before me (print full name of notary) Barbara DiNapoli the undersigned officer personally appeared (insert landlord's signature) John A. MacLean, who acknowledged himself to be the City Manager of the City of Keene, New Hampshire, and that as such officer, he is authorized to do so, executed the foregoing instrument for the purposes contained, by signing himself in the name of the municipal corporation.

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

_____
BARBARA DiNAPOLI, Notary Public
My Commission Expires July 28, 2015

This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 13th day of November 2012.

_____
Signature

Approved by Governor and Council this_____day of _____, 2012. Agenda Item#_____.

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City Of Keene 3 Washington Street Keene, NH 03431-3191	210	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - **NH Statutory Limits May Apply**	
X	**General Liability (Occurrence Form)**	7/1/2012	7/1/2013	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 2,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	$
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	$
				Disease – Each Employee	$
				Disease – Policy Limit	$
X	**Property (Special Risk includes Fire and Theft)**	7/1/2012	7/1/2013	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000 **ACV**

Description: Lease of 2nd floor suite space in City Hall on 3 Washington Street, Keene. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

CERTIFICATE HOLDER:	X	**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
					By: Tammy Denver
State of NH Administrative Services, Bureau of Court Facilities State House Annex, Room 420, 25 Capitol St Concord, NH 03301					**Date:** 10/23/2012 tdenver@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

CERTIFICATE FOR MUNICIPALITIES

I, *(insert name)* **Patricia A. Little**, of *(insert Municipality name)* **City of Keene**, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk for the Municipality documented above, which is in the State of *(insert name of State)* **New Hampshire**
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date:*(insert meeting date)* **August 2, 2012**.

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

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

   Municipality Mayor: **Kendall W. Lane**

   Municipality Clerk: **Patricia A. Little**

   Municipality Treasurer: **Elizabeth Fox**

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* **October 15, 2012**

Clerk/Secretary *(signature* Patricia A. Little

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

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE **OF NEW HAMPSHIRE**, COUNTY OF: **CHESHIRE** UPON THIS DATE *(insert full date)* **10/15/2012**, appeared before me *(print full name of notary)* **Barbara DiNapoli**, the undersigned officer personally appeared *(insert officer's name)* **Patricia A. Little** who acknowledged herself to be *(insert title, and the name of municipality)* **City Clerk of the City of Keene, New Hampshire** 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)*

Barbara DiNapoli

BARBARA DiNAPOLI, Notary Public
My Commission Expires July 28, 2015

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

Item # 32
June 20, 2012
G&C

May 21, 2012

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a 20-month holdover amendment with the City of Keene (Vendor Code No. 177417) 3 Washington Street, Keene, N.H. This 20-month agreement shall not exceed $87,677 and will provide courtroom and office space for the Keene District Court comprised of approximately 4,586 square feet located at 3 Washington Street, Keene, N.H. This agreement will commence July 1, 2012 and expire February 28, 2014. **100% Transfer Funds – transfer from AOC, Rent from Other Agencies.**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations.

	FY 2013	FY 2014
022-500248 Rent to Owners Non State Space	$52,606.20	$35,070.80

EXPLANATION

The original contract was approved by the Governor & Executive Council on June 7, 2006 (item #21), extended and approved by the Governor & Executive Council on June 4, 2008 (item #16), amended and approved by the Governor & Executive Council on May 20, 2009 (item #21), amended and approved by the Governor & Executive Council on March 10, 2010 (item # 33), amended and approved by the Governor & Executive Council on July 28, 2010 (late item A) and amended and approved by the Gavernor & Executive Council on June 8, 2011 (item #20).

Approval of the enclosed 20-month agreement with option for early termination will authorize the Bureau of Court Facilities to continue renting the Keene District Court facility located on the 2nd floor of 3 Washington Street, Keene, N.H. The landlord has agreed to allow continued occupancy while awaiting the construction of the new Keene Courthouse. The City understands the current budget difficulties in state government and has agreed to a 0% increase during the 20-month term.

The current annual rate of $11.47 per square foot shall remain the same during the amended term. This rate includes the provision of all utilities, site maintenance and janitorial services. The Office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,

Linda M. Hodgdon
Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

FROM: Mary Belecz, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: May 23, 2012

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Department of Administrative Services (DAS), Bureau of Court Facilities, 25 Capitol Street, Concord NH

LESSOR: City of Keene, 3 Washington Street, Keene NH 03431

DESCRIPTION: Lease Hold over Amendment: Approval of the enclosed will authorize the Bureau of Court Facilities to extend – for up to twenty months - the rental of 4,586 square feet of space housing the "Keene District Court" located on the second floor of 3 Washington Street, Keene NH. The additional time provided will allow continued use of this Court while the new building scheduled to house the Keene District, Probate, and Superior Courts is constructed and completed.

TERM: Up to twenty (20) months, commencing July 1, 2012 ending February 28, 2014; Tenant allowed to terminate early with thirty (30) days advance notice

ANNUAL RENT: The current rate shall be extended with NO escalation:
$52,606.20 annually which is approx. $11.47 per square foot.

JANITORIAL: Included in annual rent
UTILITIES: Included in annual rent

TOTAL (20 months): Not to exceed $87,677.00

PUBLIC NOTICE: Sole Source – amended term.
CLEAN AIR (RSA 10:B) PROVISIONS: No provisions are applicable to an amended term.
BARRIER-FREE DESIGN COMMITTEE: No review required for an amended term.

OTHER: Approval ot the enclosed is recommended.

The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice.

Recommended for G. & C. submission by:
Bureau of Planning and Management

Mary Belecz, Administrator II

Approved for submission to G. & C. by:
Division of Plant and Property Mgt.

Michael Connor, Director

State of New Hampshire

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

Gandy
6/8/11
Item # 20

May 13, 2011

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a 12-month holdover amendment with the City of Keene (VC # 177417) for an amount not to exceed $52,607, for courtroom and office space for the Keene District Court. The original contract was approved by G&C on June 7, 2006 item #21, in the amount of $49,089.55, extended and approved by G&C on June 4, 2008 item #16, amended and approved by G&C on May 20, 2009 item #21, amended and approved by G&C on March 10, 2010 item #33 and July 28, 2010 late item A. This agreement shall commence July 1, 2011 and expire June 30, 2012. **100% Transfer Funds from AOC (General Funds).**

Funding is available from account # 01-14-14-141510-2045, Dept of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations.

	FY 2012
022-500248 Rent to Owners Non State Space	$52,607

EXPLANATION

Approval of the enclosed 12-month agreement will authorize the Bureau of Court Facilities to continue renting the Keene District Court facility located on the 2nd floor of 3 Washington Street, Keene, N.H. The landlord has agreed to allow continued occupancy while awaiting the construction of the anticipated new Keene Courthouse. The City understands the current budget difficulties in state government and has agreed to a 0% increase for the 12-month term. Additionally, the City of Keene, as per House Bill 1516, waived the rental costs associated with the courthouse in FY 2011 which resulted in a savings of $52,607 to the State of New Hampshire.

The current annual rate of $11.47 per square foot shall remain the same during the amended term. This rate includes the provision of all utilities, site maintenance and janitorial services.

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

Respectfully submitted,

Linda M. Hodgdon
Commissioner

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

GrC meeting 7/28/10 Late Item A

July 26, 2010

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

REQUESTED ACTION

Pursuant to the provisions of RSA 4:8 Gifts to the State, authorize the Department of Administrative Services, Bureau of Court Facilities, to retro-actively accept a gift of free rent for the Keene District Court, commencing July 1, 2010 to June 30, 2011, valued at approximately $52,606.20 from the City of Keene per Chapter 235, Laws of 2010 (HB 1516) at no cost to the State.

EXPLANATION

The original Agreement between the Department of Administrative Services, Bureau of Court Facilities and the City of Keene for the Keene District Court was approved by Governor and Executive Council on June 7, 2006 (item #21), extended by a one-year lease option and approved by the Governor & Executive Council on June 4, 2008 (item #16), amended thereafter and approved by the Governor & Executive Council on May 20, 2009 (item #21) and amended thereafter and approved by Governor & Executive Council on March 10, 2010 (item # 33). Per Chapter 235, Laws of 2010 (HB 1516), the City of Keene has agreed to waive the rental and non-personnel operating costs associated with the Keene District Court from July 1, 2010 to June 30, 2011 in the interest of keeping the Keene District Court open at its present location. Approval of the enclosed Agreement will authorize the Bureau of Court Facilities to continue to occupy the Keene District Court.

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

Respectfully submitted,

Joseph Bouchard Asst. Comm

for Linda M. Hodgdon
Commissioner

FAX 603-271-0600

TDD Access Relay NH 1-800-735-2964

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-[illegible]

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3201

Sarah Lunberry
G+C approval
3/10/10 Item # 33

February 17, 2010

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a 3-month holdover amendment with the City of Keene (VC 177417) Keene, NH in the amount not to exceed $13,151.55 to provide courtroom and office space for the Keene District Court. This agreement will commence April 1, 2010 and expire June 30, 2010. 100% Transfer Funds – transfer from AOC, Rent from Other Agencies.

Funding is available from account titled Bureau of Court Facilities, contingent upon availability and continued appropriations:

01-14-14-141510-2045	FY 2010
022-500248 Rent to Owners Non State Space	$13,151.55

EXPLANATION

The original contract was approved by the Governor & Executive Council on June 7, 2006 item #21, extended and approved by the Governor & Executive Council on June 4, 2008 item #16, and amended and approved by the Governor & Executive Council on May 20, 2009 item #21.

Approval of the enclosed 3-month agreement will authorize the Bureau of Court Facilities to continue renting the Keene District Court facility located on the 2nd floor of 3 Washington Street, Keene, N.H. The space is comprised of approximately 4,586 square feet. Due to the current funding restraints, the Tenant is limited to amending the current agreement to three months which is in line with the funding available for the stated location for the remainder of the Tenant's Fiscal Year 2010.

The current annual rate of $11.47 per square foot shall remain the same during the amended term. This rate includes the provision of all utilities, site maintenance and janitorial services

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

Respectfully submitted,

Linda M. Hodgdon
Commissioner

State of New Hampshire

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

H-21
Tabled
5/6/09
G&C
5/20/09
approved
#21

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

April 2, 2009

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a nine-month hold over amendment with the City of Keene, 3 Washington Street, Keene, NH, 03431 (Vendor Code No. 23340) not to exceed $39,454.65 for courtroom space comprised of approximately 4,586 square feet located at 3 Washington Street, Keene, N.H. The agreement will commence July 1, 2009 and expire March 30, 2010. 100% Transfer Funds – transfer from AOC, Rent from Other Agencies.

Funding is available in the Department of Administration rent account # 010-014-2045-022-0248 contingent upon availability and continued appropriations.

FY 2010 $39,454.65

EXPLANATION

The original contract was approved by Governor and Council on June 7, 2006 (item #21), and amended on June 4, 2008 (item # 16).

Approval of the enclosed hold over amendment will authorize the Bureau of Court Facilities to continue renting the Keene District Court facility for up to nine-months commencing July 1, 2009 and terminating March 30, 2010. The tenant intends to vacate the premises within the nine month period; however, continued short term occupancy would be advantageous to all constituents while endeavoring to complete this action.

The Keene District Court is located on the 2nd floor of 3 Washington Street, Keene N.H. The rent currently paid under the terms of this amendment has been increased by 2% from the current rate of approximately $11.25 to $11.47 per square foot. This rate includes the provision of all utilities, site maintenance and janitorial services.

Respectfully submitted,

Linda M. Hodgdon
Commissioner

State of New Hampshire

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

G&C approval
June 4, 200
Item # 16

LINDA M. HODGDON
Commissioner
(603) 271-2201

JOSEPH HOLT
Assistant Commissioner
(603) 271-32

May 6, 2008

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a one-year lease extension with the City of Keene, City Hall, 3 Washington Street, Keene, NH (Vendor #23340) providing office and courtroom space located on the 2nd floor of the City Hall Building, 3 Washington Street, Keene, NH. The lease extension will commence July 1, 2008 and expire June 30, 2009. The one-year total shall not exceed $51,574.71.

Funds are available from the following account: 010-014-2045-022-0248

FY 2009 $51,574.71
100% (Transfer Funds)

Authority is requested to waive compliance with NH RSA 10:B "Clean Indoor Air" which requires performance of certain testing to certify indoor air quality in the facility.

EXPLANATION

Approval of the enclosed one-year lease extension will authorize the Bureau of Court Facilities to continue renting the Keene District Court, which is comprised of approximately 4,586 square feet of space located on the 2nd floor at 3 Washington Street, Keene, NH. The annual rental cost for the Court during the one-year extension term shall be $51,574.71, which is $11.25 per square foot (4,586 total square feet). Provision of all utilities, site maintenance and janitorial services are included in the annual rent.

In making this application for suspension and waiver of enforcement of "Clean Indoor Air" requirements, the Department of Administrative Services knows of no outstanding air quality complaints within the premises, which are in reasonably good repair and sound construction. The cost of testing imposes a fiscal hardship, and logistically the space cannot be tested for compliance with most of the proscribed criteria due to its lack of a central HVAC system, the presence of which is assumed in the testing protocol. Suspension and waiver of enforcement of NH RSA 10-B is therefore requested from the Governor and Executive Council in this instance.

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

Respectfully submitted,

Linda M. Hodgdon
Commissioner

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 120
25 Capitol Street
Concord, New Hampshire 03301

DONALD S. HILL
Commissioner
(603) 271-3201

May 10, 2006

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities to enter into a two-year lease renewal, with an option to extend for an additional year, with the City of Keene City Hall, 3 Washington Street, Keene NH 03431, (Vendor Code # 23340) for space located on the 2nd floor of the "City Hall", 3 Washington Street, Keene NH 03432. The agreement will commence July 1, 2006 and expire June 30, 2008, for a total amount not to exceed $99,406.34.

Funds are available in Account # 010-014-2045-022-0248 to support this contract as follows:

FY 2007 $49,089.55 FY 2008 $50,316.79

Authority is requested to waive compliance with RSA 10:B to test indoor air quality in this facility due to the non-budgeted financial burden imposed on the City/State to obtain a clean air certificate. This court has occupied this particular space for a number of years and with no record of complaints regarding air quality.

EXPLANATION

Approval of the enclosed two-year lease renewal will authorize the Bureau of Court Facilities to continue renting the Keene District Court, which is comprised of approx. 4,586 square feet of space on the 2nd floor (with storage space in the basement) of 3 Washington Street, Keene, NH. The lease term shall commence July 1, 2006, terminating June 30, 2008, with an option for extension of the term for an additional year thereafter; the option is subject to prior approval by the City. The lease has been reviewed by and received unconditional approval from the State's "Architectural Barrier-Free Design Committee".

In making this application for suspension and waiver of enforcement of "clean air" requirements, the Department of Administrative Services knows of no outstanding air quality complaints within the premises, which are in reasonably good repair and sound construction. The expense for testing for and pursing certification of "clean air" standards is an expense that has never been budgeted

FORM – P 44
REV 02/1999, 09/2004

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 30th day of April 2006, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:
Name: City of Keene
(if corporation, give full corporate name)
State of Incorporation: _____
(if applicable)
Business Address: 3 Washington Street
Street Address *(if corporation, give principal place of business)*

Keene	NH	03431	(603) 357-9804
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: Administrative Services, Bureau of Court Facilities
Address: State House Annex, Rm. 420, 25 Capitol Street,
Street Address *(official location of Tenant's business office)*

Concord	NH	03301	(603) 271-1143
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: 2nd floor suite of space in "City Hall" at 3 Washington Street
(street address, building name, floor on which the space is located, and unit/suite # of space)

Keene	NH	03431
City	State	Zip

The demise of the premises consists of: Approx. 4,586 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 Two (2) year(s), commencing on the 1st day of July, in the year 2006, and ending on the 30th day of June, in the year 2008, 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, replaces 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 _____ 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)* _____ Additional term(s) of _____ 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~~. **See Exhibit E for text replacing the foregoing standard provision.**

3.4 Conditions on the Commencement and Extension of Term:
Not withstanding 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)* July 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 within 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)*

The Tenant shall be responsible for the provision and direct payment to the provider of telecommunications services required in the Premises.

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 ASHRFA 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 Same:**

7.1 Use of Premises: The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* The Premises shall serve as the Keene District Court

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 ·ched Exhibit C hereto. **OR:**

☐ Janito vices shall be the Tenant's responsibility.

8.3 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided her t shall give the Landlord written notice of such failure. If within fifteen (15) days after such not en to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, eir 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 Te nt 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 it 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:

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, access or 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 competed 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 Premi es, 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 [illegible]er, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent [illegible] is not to [illegible] unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may su[illegible] the Prem[illegible]ortion thereof to a government agency under the auspices of the Tenant without Lan[illegible] prior c[illegible]

15. **Insurance:** [illegible]any extension thereof, the Landlord shall at it's sole cost and expense, maintain with re[illegible]e property of which the Premises are a part, comprehensive general liability in[illegible]gainst all claims [illegible]dily injury, death, or property damage occurring on, (or claimed to have occurred [illegible] in or [illegible]ses. [illegible]ll such insurance shall cover both the Landlord and Tenant (who is to be listed as "additi[illegible]y [illegible] [illegible]hin[illegible]e policy) against liability. Such insurance is to provide minimum protection, in limi[illegible] less [illegible] fifty thousand ($250,000.00) per claim and two million ($2,000,000) per i[illegible]ge insurance covering property shall be in an amount of not less than eighty percent (8[illegible]ment value of the property. All insurance shall be in the standard form employed in [illegible]pshire, issued by underwriters acceptable to the State, and authorized to do business in the State [illegible]y shall contain a clause prohibiting cancellation or modification of the policy earlier [illegible] 0 dav[illegible] notice thereof has been received by the Tenant. The Landlord shall deposit with the [illegible]nsurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".

15.1 **Waiver [illegible]ogat[illegible]:** *(optional clause, applicable only if selected)* ☐ **Selected**
[illegible]y insu[illegible]rie[illegible]y either party with respect to the Premises and property therein, or occurrences [illegible]ter party so requests and it can be so written without additional premium, (or with [illegible]ovided the other party agrees to pay the premium) include a clause or endorsement [illegible]ts of subrogation against the other party, to the extent the rights have been waived by [illegible]ccurrence of injury or loss. Notwithstanding any provision of this Lease to the contr[illegible]eby waives any rights of recovery against the other for injury or loss which are due [illegible] causes [illegible]overed 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.

16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the 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.

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

TENANT: The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: *(give full name and title)* Donald S. Hill, Commissioner

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

Authorized by: *(give full name and title)* City Manager

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Cheshire
UPON THIS DATE *(insert full date)* April 30, 2006, appeared before me *(print full name of notary)* Barbara Phillips the undersigned officer personally appeared *(insert Landlord's signature)* John A. MacLean
who acknowledged him/herself to be *(print officer's title, and the name of the corporation* The City Manag of the City of Keene 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)*

Barbara Phillips

BARBARA PHILLIPS
My Commission Expires
August 31, 2010

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: 5/22/06

Approving Attorney

Approved by the Governor and Executive Council:

Approval date: JUN 07 2006

Signature of the Deputy Secretary of State

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

EXHIBIT A

Exhibit A: *Replace this page with an accurate floor plan of the leased premises, labeled "Exhibit A". Illustrate the extent of the premises that are for the Tenant's exclusive use, making notation of any shared space such as entrance lobbies, stairs, elevators or rest rooms.*

The total demise of the Tenant's Premises is approx. 4,586 square feet, of which approx. 1,300 square feet is agreed to be for their exclusive use, the remainder is either shared "public space" (such as the public lobby, stairwells, rest rooms and corridors) or rooms shared in common (the conference room and large courtroom/council room) with the City of Keene. The schedule for using the shared conference and assembly room spaces shall be determined by mutual agreement between the Tenant's judicial staff, and the City of Keene. See attached floor plan titled "Exhibit A" for the layout of the Premises.

EXHIBIT B

Exhibit B: *If the annual rent is not as defined in section 4.1 herein, provide a monthly rental schedule of annual payments due during the initial Term, and during any optional extensions to the Term. Document any and all supplemental provisions that define or effect the annual rent.*

RENTAL SCHEDULE:

The Premises are comprised of approximately 4,586 square feet of space, (as set forth in "Section 2" and "Exhibit A" herein) this figure is used to calculate the "square foot cost" of the Premises as set forth below. The rent due for the Premises during the Term and any extended term shall be as follows:

YEAR	LEASE DATES	APPROX. SQ FT COST	ANNUAL RENT	ESCALATION ABOVE PRIOR YEAR
1	7/01/06-6/30/07	$10.70	$49,089.55	2.5%
2	7/01/07-6/30/08	$10.97	$50,316.79	2.5%
		Total rent:	**$99,406.34**	
Option to extend				
3	7/01/08-6/30/09	$11.25	$51,574.71	2.5%

EXHIBIT C

JANITORIAL SERVICES: *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

1. The Landlord shall assume responsibility for and pay for, provision of all "Janitorial Services" to the Premises. These services shall be provided no less than twice per week, and shall included:
   - Vacuuming of all floors in the Premises
   - Damp mop cleaning of all resilient flooring.
   - Cleaning of all fixtures and surfaces within the rest room
   - Provision of all supplies within the rest room, such as toilet paper and paper towels
   - Disposal of all office rubbish from wastebaskets and containers within the Premises.

2. The Landlord shall be responsible for the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the premises.

3. The Landlord is responsible for the timely provision of all services specified herein in section 8.1 "Maintenance".

4. Janitorial Services shall be provided during the Tenant's business hours or at other times; provided such alternate times and arrangements do not compromise the Tenant's Court security.

5. Provision of Janitorial Services is subject to reasonable interruption due the making of repairs, alteration, or improvements, or to any cause beyond the Landlord's control.

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.*

No later than thirty (30) days after the commencement of the Term herein the Landlord, at the Landlord's sole expense, shall provide the following:

1. At the street-side parking area serving the Premises, renovations shall be completed (provision of lines painted on the pavement have already been completed) by providing and installing a permanent sign mounted with the lower edge at 60" high, designating the (existing) van accessible space as "reserved" and "van accessible".

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 "Environmental Services" shall be completed no latter than thirty (30) days after Tenant's occupancy.

The Tenant shall request "waiver" from "Clean Air" testing requirements from the State of NH Governor and Executive Council coterminous with submission for approval of the agreement herein. Application for this waiver is based upon the following statutory provision:

- *RSA 10-B:4 Exceptions II. The governor and council, upon recommendation by the director of plant and property management or other state agency authorized to build, acquire, or lease office space, may suspend the enforcement of all or part of this chapter or any rule adopted under it upon finding that an emergency or hardship exists which makes compliance with the provisions of this chapter unreasonable.*

The Tenant hereby asserts an unbudgeted fiscal hardship is imposed by the projected cost of testing the premises for compliance causing said compliance to be unreasonable, suspension and waiver of enforcement of RSA 10-B is therefore requested from the Governor and Executive Council.

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.*

Other than completion of parking space improvements initially undertaken under the terms of the previous lease agreement, no improvements are to be made.

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

The Tenant shall utilize any recycling services that become readily available at the Premises during the Term herein.

EXHIBIT E
SPECIAL PROVISIONS

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

Section 3.3 "Extension of Term" is replaced by the following:
The Tenant shall have the option to extend the Term for One (1) additional term of One (1) year, upon the same terms and conditions as set forth in the agreement herein, contingent upon approval from the Landlord. The Tenant shall send the Landlord advance written notification of their request to extend the term by delivering it to the Landlord no latter than sixty (60) days prior to the expiration of the Term. The Landlord shall deliver to the Tenant written notice of their acceptance or denial of the Tenant's request no later than thirty (30) days after receipt of the Tenant's written request.

Section 8.1 Maintenance by the Landlord is modified as follows:
Both Parties agree that the responsibility of the Landlord is to clean all Heating and Ventilation System supply and return grills only and not to the extent of air ducts.

Special Provision 1:
In addition to the Landlord's responsibilities for "maintenance" as set for in section 8.1 herein, the Landlord shall assume responsibility for and pay for the cost of ice and snow removal.

Special Provision 2:
The Landlord shall provide parking spaces for judicial and non-judicial personnel working at the Premises and shall make available such additional spaces as are necessary for the efficient operation of the Court, subject to certain limitations and pursuant to such policies that are in effect for other local officials and employees.

EXHIBIT F

Certificate of Insurance: *This page is to be replaced by a copy of the Landlord's certification of insurance for the Leased premises.*