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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

April 7, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

retroactive

Requested Action

Pursuant to RSA 21-P:43, authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to **retroactively** amend the lease agreement with Roland W. Couture (VC#150908, B001) 111 Glen Road, Gorham, New Hampshire, for office space located at 609 Main Street, Gorham, New Hampshire, by increasing the amount by \$24,300.00, increasing the total amount from \$139,050.00 to \$163,350.00, and by extending the end date from April 30, 2014, to April 30, 2015. All other terms and conditions of the contract remain the same. The lease agreement was originally approved by Governor and Council on March 26, 2008, Item #145, and amended by Governor and Council on April 17, 2013, Item #102A. Effective upon Governor and Council approval through April 30, 2015. Funding source: 100% Fire and EMS Fund.

Funding is available in the SFY2014 operating budget as follows, and is anticipated to be available in SFY15 contingent upon the availability and continued appropriation of funds in future operating budgets as follows:

02-23-23-231010-40650000	Dept. of Safety – FS&T & EMS – FS&T & EMS Admin		
022-500248	Rent to Owners Non-State Space	<u>FY2014</u>	<u>FY2015</u>
		\$4,050.00	\$20,250.00

Explanation

This amendment extends the end date of the original lease agreement with Roland W. Couture and is **retroactive** due to the Division's intent over the past few months to consolidate this office space with the Division of Motor Vehicle. However, after careful consideration, it was decided the consolidation couldn't happen at this time. After discussion with the Bureau of Planning & Management, it was determined that amending the contract for an additional year would be the best course of action without jeopardizing daily operations.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

AMENDMENT

This Agreement (the "Amendment") is dated this 4th day of March 2014, and is by and between the State of New Hampshire acting by and through the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, (the "Tenant") and Roland W. Couture, (the "Landlord") with a place of business at 11 Glen Road, Gorham, NH 03581.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 1,350 square feet of space located at 609 Main Street, Gorham NH (the "Premises") which was first approved by the Governor & Executive Council on March 26, 2008 item #145, and was thereafter amended to authorize extending the term for up to one year which was approved by the Governor & Executive Council on April 17, 2013, item #102A, in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas: the Department of Safety wishes to provide new, alternate leased space in the Gorham/Berlin area which would, upon successful completion of all required processes, receipt of all required approvals and completion of renovations, house both the Tenant and the regional Division of Motor Vehicles in the same facility, however the time required for completion of this initiative is lengthy, estimate to take at least nine months, and the current Agreement expires well in advance of this, and;

Amendment of the Agreement to extend the current term is mutually advantageous and agreeable to both Parties and necessary to allow continued lawful payment of rent;

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 April 30, 2014 expiration date of the Agreement is hereby amended to terminate not later than twelve (12) months thereafter, April 30, ~~2015~~ 2015

3.1.1 During the amended Term the Department of Safety may make alternate leased space procured through separate process and contract available to the Tenant for their use and occupancy. In such event the Tenant shall provide the Landlord with at least thirty (30) days advance written notice of the date they intend to "quit" the Premises, and upon fulfillment of the thirty days specified all leasehold obligations, including obligations for payment of rent, shall terminate.

3.1.2 During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease 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".

4.1 Rent: The current annual rent of \$24,300.00 which is approx. \$18.00 per square foot, shall remain unchanged, prorated to a monthly rent of \$2,025.00 which shall be due on the first day of each month during the amended term. The first monthly installment shall be due and payable upon May 1, 2014 and shall continue to be paid on the 1st day of each month during the amended term unless the Agreement is sooner terminated. The total amount of rent to be paid under the terms of this agreement shall not exceed twelve (12) months which is \$24,300.00.

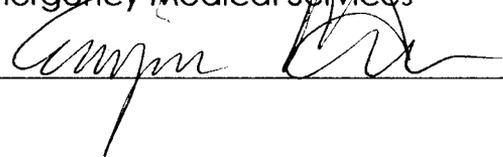
CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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.

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

TENANT: State of New Hampshire, acting through its:

Department of Safety, Division of Fire Standards and Training and
Emergency Medical Services

By 

LANDLORD: Roland W. Couture,

By Roland W. Couture

Print Roland W. Couture
Signature
Name & Title

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

UPON THIS DATE (insert full date) March 4, 2014,
appeared before me Angela McNeill the undersigned officer
(print full name of notary)

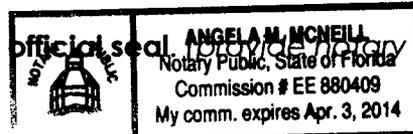
personally appeared (insert Landlord's signature) Roland W. Couture
who acknowledged him/herself to be: landlord

(print officer's title, and the name of the corporation)

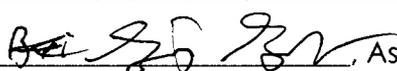
and that as such officer, they are authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing him/herself in the name of
the corporation.

In witness whereof I hereunto set my hand and
signature and seal)





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

By: , Assistant Attorney General, on 4/23/14

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

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

DATE: April 25, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

TO: Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Department of Safety, Division of Fire Standards and Training and Emergency
Medical Services (EMS), 33 Hazen Drive, Concord NH 03301

LESSOR: Roland Couture, 11 Glen Road, Gorham, NH 03581

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term rental of the EMS 1,350 square foot Gorham regional office located at 609 Main Street, Gorham, NH. During the extended term the Department of Safety will determine whether desired collocation of EMS with DMV in an alternate regional facility is viable, and if not, EMS will complete a competitive "RFP" process prior to entering into either a renewal or new lease

TERM: Up to twelve (12) months: the current April 30, 2014 expiration date shall be amended to April 30, 2015.

RENT: The current rate of \$18.00 per square foot which is \$24,300.00 annually shall remain unchanged (0% escalation) payable in monthly installments of \$2,025.00

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL RENT: Not to exceed Twelve (12) months which is \$24,300.00

PUBLIC NOTICE: Sole-Source amendment of current lease. During the extended term the EMS will either move into a space that provides collocation with DMV or undertake the required competitive RFP process prior to entering into either a new or renewal lease

CLEAN AIR PROVISIONS: None applicable to an amended term

BARRIER-FREE DESIGN COMMITTEE: No review required for an amended term

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.

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner



CERTIFICATE OF LIABILITY INSURANCE

COUTU-4 OP ID: RV

DATE (MM/DD/YYYY)
04/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vaillancourt & Woodward Inc 15 Exchange Street P O Box 8 Berlin, NH 03570 Ronald G Vaillancourt	CONTACT NAME: Ronald G Vaillancourt PHONE (A/C, No, Ext): 603-752-2440 FAX (A/C, No): 603-752-2583 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Acadia Ins Co</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acadia Ins Co		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Acadia Ins Co															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Roland Couture RevocableTrust 2000 1839 Lake Ridge Drive The Villages, FL 32162															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BOA0273951-15	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L D SEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Heather Newland 33 Hazen Drive Concord, NH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

RG# 135994

SAC # 102A
04-17-2013

March 18, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

Requested Action

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to amend the lease agreement with Roland W. Couture (VC#150908, B001), 111 Glen Road, Gorham, New Hampshire, for office space located at 609 Main Street, Gorham, New Hampshire, by increasing the amount by \$24,300.00, from \$114,750.00 to \$139,050.00, and by extending the end date from April 30, 2013, to April 30, 2014. All other terms and conditions of the contract remain the same. The lease agreement was originally approved by Governor and Council on March 26, 2008, Item #145. Effective upon Governor and Council approval through April 30, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY2013 operating budget and is anticipated to be available in SFY14 contingent upon the availability and continued appropriation of funds in future operating budgets as follows:

02-23-23-231010-40650000 Dept. of Safety - FS&T & EMS - FS&T & EMS Admin		
022-500248 Rent to Owners Non-State Space	<u>FY2013</u>	<u>FY2014</u>
	\$4,050.00	\$20,250.00

Explanation

The purpose of this amendment is to extend the end date of the original lease agreement, approved March 26, 2008, with Roland W. Couture. Over the past few months, the Division's intent was to consolidate this office space with the Division of Motor Vehicle. After careful consideration, it was determined the consolidation couldn't happen at this time. Bids received for the proposed renovation of the combined office space were much higher than anticipated which precluded the Department from moving forward with the office consolidation. When this decision was made, it didn't allow the Division enough time to go through the bid process. After discussion with the Bureau of Planning & Management, it was suggested amending the contract for an additional year would be the best course of action without jeopardizing daily operations.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

AMENDMENT

This Agreement (the "Amendment") is dated this 11th day of March 2013, and is by and between the State of New Hampshire acting by and through the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, (the "Tenant") and Roland W. Couture, (the "Landlord") with a place of business at 11 Glen Road, Gorham, NH 03581.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 1,350 square feet of space located at 609 Main Street, Gorham NH (the "Premises") which was approved by the Governor & Executive Council on March 26, 2008 item #145, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas: The Tenant planned to move into shared space with another State agency at the end of the current term however such plans have been precluded, and the Tenant must complete a "request for proposal" process soliciting alternate properties together with lengthy lease approval process prior to entering into any proposed new or renewal lease; and the current Agreement will expires well in advance of the date such process will be completed, and;

Amendment of the Agreement to extend the term is necessary to allow continued lawful payment of rent;

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 April 30, 2013 expiration date of the Agreement is hereby amended to terminate no later than twelve (12) months thereafter, April 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".

4.1 Rent: The current annual rent of \$24,300.00 which is approx. \$18.00 per square foot, shall remain unchanged, prorated to a monthly rent of \$2,025.00 which shall be due on the first day of each month during the amended term. The first monthly installment shall be due and payable upon May 1, 2013 and shall continue to be paid on the 1st day of each month during the amended term unless the Agreement is sooner terminated. The total amount of rent to be paid under the terms of this agreement shall not exceed twelve (12) months which is \$24,300.00.

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

COU-4 OP ID: RV

DATE (MM/DD/YYYY)
03/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vallancourt & Woodward Inc 15 Exchange Street P.O. Box 8 Berlin, NH 03570 Ronald G. Vallancourt	Phone: 603-752-2440 Fax: 603-752-2583	CONTACT NAME PHONE (A/C No. Ext.) FAX (A/C No.) EMAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE	
INSURED Roland Couture Revocable Trust 2000 1839 Lake Ridge Drive The Villages, FL 32162		INSURER A: Acadia Ins Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES: 1171 CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		BOA0273951-14	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA accident) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS, COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS NON-OWNED AUTOS HIRED AUTOS					CONFINED SINGLE (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA/EXCESS LIABILITY OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY NY PROPRIETARY/INDEPENDENT CONTRACTOR OFFICERS/EMPLOYEES EXCLUDED (Mandatory in NY) If you operate under a DESCRIPTION OF OPERATIONS below	Y/N	N/A			(WC STATUS) OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
 NH Dept. of Safety, Division of Fire Safety Training and EMS listed as additional insured as pertains to premises liability, 603-609 Berlin Gorham Road, Gorham, NH.

CERTIFICATE HOLDER State of NH Dept of Safety 33 Hazen Drive Concord, NH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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Sent to Karen
3-10-08

State of New Hampshire

G+C 3-26-08
#145

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791



JOHN J. BARTHELMES
COMMISSIONER

February 26, 2008

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

Requested Action

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into a new five (5) year lease agreement with Roland W. Couture (VC#133267), 111 Glen Road, Gorham, New Hampshire, in an amount not to exceed \$114,750.00. Commencement of the terms and conditions of the agreement shall be March 26, 2008, however in order to provide time for construction commencement of occupancy and the rental term shall be delayed by thirty-six (36) days which is May 1, 2008, expiring five (5) years thereafter on April 30, 2013. Effective upon Governor and Council approval. Funding Source: 100% Fire and EMS Fund

Funding is available in the account titled Emergency Medical Services in SFY 2008 and SFY 2009 and is anticipated to be available in SFY 2010, SFY 2011, SFY 2012 and SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets.

Activity Code: 2370

Account No: 010-023-5480-022 Rents & Leases Other Than State

<u>FY 2008</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
\$3,600.00	\$21,712.50	\$22,387.50	\$23,062.50	\$23,737.50	\$20,250.00

Explanation

In the Spring of 2007, the building that the Division of Fire Standards and Training and Emergency Medical Services leased for office space burned in a fire. A Request for Proposal was advertised in the local papers (July 13 - 15, 2007 and July 20 - 22, 2007) in the Berlin area, specifically, in The Caladonian Record and the Berlin Daily Sun. The Division has been working with Administrative Services and following their leasing guidelines is securing a new location for the Berlin Field Office.

Approval of the enclosed lease agreement will authorize the Division of Fire Standards and Training and Emergency Medical Services to lease a building of approximately 1,350 square feet to replace the Berlin Field Office that was lost which shall be a single story building located at 609 Main Street, Gorham NH 03581. In order to submit the enclosed lease for proper authorization prior to construction, and to provide time for the construction, we are exercising paragraph 3.2.1 "Delay in Occupancy, Commencement Date Extension" of the lease. This paragraph specifies the amount of time, in this instance thirty-six (36) days, the Landlord shall be provided for performance of all obligations (completion of construction) prior to commencement of Tenant occupancy and payment of rent. Therefore, although the enclosed agreement shall start March 26, 2008 the rental term is restricted to five years, commencing May 1, 2008 ending April 30, 2013.

The annual rent for year one of the agreement shall be \$21,600.00, which is approximately \$16.00 per square foot, \$22,275.00 or \$16.50 per square foot year two, \$22,950.00 or \$17.00 per square foot year three, \$23,625.00 or \$17.50 per square foot year four, and \$24,300 or \$18.00 per square foot year five. The annual rent includes provision of "turn key" fit up of the new building, provision of all utilities, building and site maintenance and janitorial services throughout the term.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

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 _____ day of _____ 2008, by the following parties:

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

Name: Roland w. Couture

(if corporation, give full corporate name)

State of Incorporation: _____

(if applicable)

Business Address: 111 Glen Road

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

Gorham

NH

03581

(603) 723-5333

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: Dept. of Safety, Division of Fire Standards & Training & Emergency Medical Services

Address: 10 Hazen Drive

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

Concord

NH

03301

(603) 271-6099

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: 609 Main Street

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

Gorham

NH

03581

City

State

Zip

The demise of the premises consists of: 1,350 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 5 yrs & 36 year(s), commencing on the 26th day of March, in the year 2008, and ending on the 30th day of April, in the year 2013, 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 36 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) Zero Additional term(s) of Zero 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) May 1st 2008. 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 commencement 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 (document the utilities not to be provided in the space below, or further define in Exhibit E)

The Tenant shall be responsible for making direct payment to the providers of telecommunications and/or internet or other data services.

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 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)* Providing a regional office for the Department of Safety, Emergency Medical 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 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, accessibility 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 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.

- 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 casualty, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, casualty 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, casualty, 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, casualty, 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 Safety

Authorized by: (give full name and title) Wesley J. Colby
Director of Safety

LANDLORD: (give name of either the corporation or the individual) Roland W. Couture

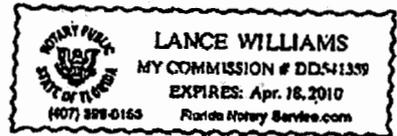
Authorized by: (give full name and title) Roland W. Couture Owner

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: Florida COUNTY OF: Sarasota
UPON THIS DATE (insert full date) Roland Couture, appeared before me (print full name of notary) Lance Williams the undersigned officer personally appeared (insert Landlord's signature) Roland W. Couture who acknowledged him/herself to be (print officer's title, and the name of the corporation) Owner 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)

Lance Williams



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: 3-5-08

Approving Attorney: Rosemary Aid

Approved by the Governor and Executive Council:

Approval date: _____

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.

EXHIBIT A: DEMISE OF PREMISES

TENANT: STATE OF NH, EMERGENCY MEDICAL SERVICES
LOCATION: 609 PERRY ST, GORHAM NH

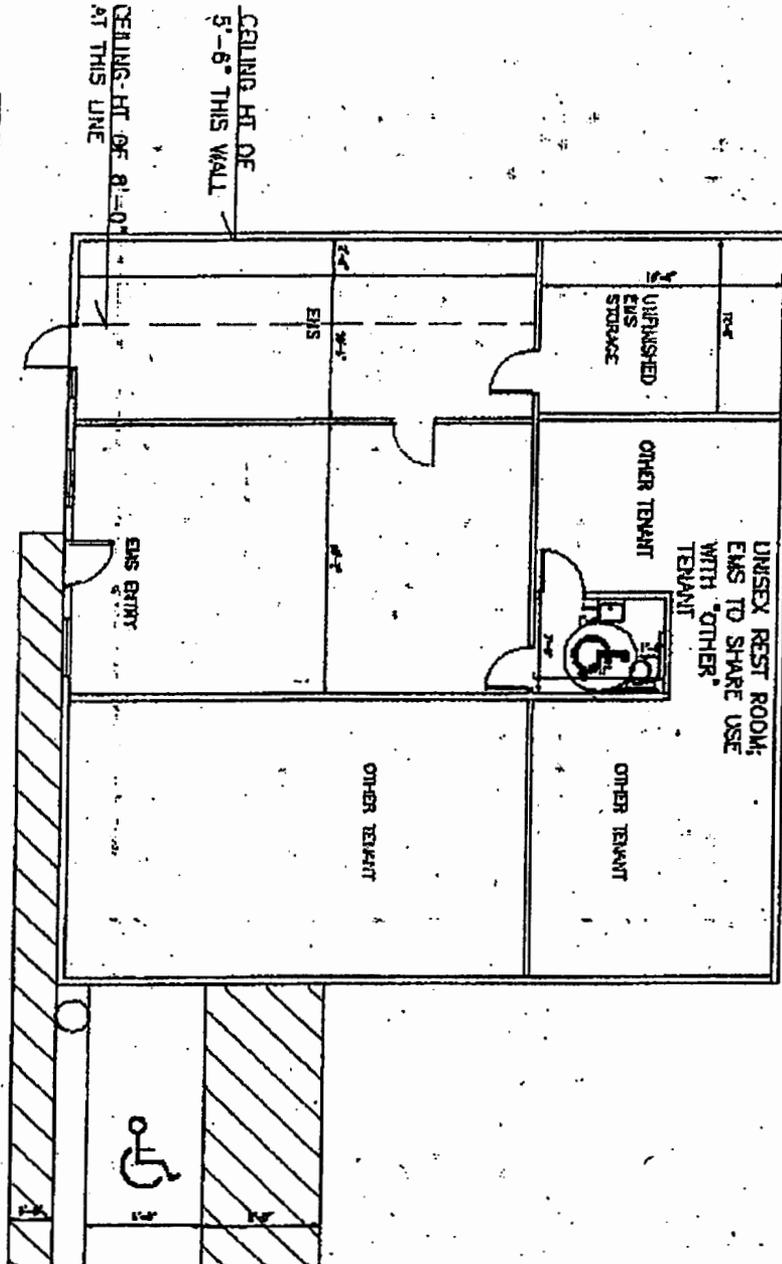


EXHIBIT B

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 1,350 square feet of "rental space" which includes the Tenant's use of the shared (with adjacent tenant) unisex rest room for the building to which the Premises are a part; this figure is used to calculate the "square foot cost" set forth below.

In accordance with section 3.2.1 "Delay in Occupancy, Commencement Date Extension" commencement of the rental term (Tenant's payment of rent and occupancy) shall be delayed by 36 days, thereby providing the Landlord time for completion of Tenant renovations and improvements set forth in Exhibit D herein.

The rent due for the Premises during the five-year Term shall be in accordance with the following rental schedule:

Rental Schedule:

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent
1	May 1 2008 - April 30 2009	\$16.00	\$1,800.00	\$21,600.00
2	May 1 2009 - April 30 2010	\$16.50	\$1,856.25	\$22,275.00
3	May 1 2010 - April 30 2011	\$17.00	\$1,912.50	\$22,950.00
4	May 1 2011 - April 30 2012	\$17.50	\$1,968.75	\$23,625.00
5	May 1 2012 - April 30 2013	\$18.00	\$2,025.00	\$24,300.00
Total for five-year term:				\$114,750.00

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 all janitorial services to the Premises during the term herein. These services shall include, but not be limited to, the following:
 - i. Daily Vacuuming of all floors in the Premises
 - ii. Daily Damp mop cleaning of the resilient flooring in the rest room.
 - iii. Daily Cleaning of all fixtures and surfaces within the rest room
 - iv. Consistent Provision of all supplies within the rest rooms, such as toilet paper and paper towels, and
 - v. Daily 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 shall be responsible for cleaning both the interior and exterior surfaces of all windows within the Premises annually.
4. The Landlord is responsible for the timely provision of all services specified herein in section 8.1 "Maintenance".

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 following renovations and alternations shall be provided as described herein, and as set forth in Section "9 Alterations" which requires compliance with all applicable building codes; explicitly this includes the Architectural Barrier-Free Design Code (ANSI-98 citations), the State Building Code (IBC 2000 & NFPA 101 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations).

1. Prior to Tenant occupancy, the Landlord shall, at the Landlord's sole expense, complete provision of all interior renovations and improvements depicted in the plan and specification notes attached herein as "Exhibit D part III: Renovations to be provided by the Landlord". Said provision shall be provided in conformance with the attached specifications and drawings, and in compliance with all applicable codes. In addition to the foregoing, the following shall be provided:
 - a. Door Hardware: At the Tenant's suite entrance doors (public and staff entrances) provide lever set replacement hardware for existing knob style hardware.
 - b. Interior signs: On the wall (not the door) adjacent to the latch side of each of the two doors leading to the unisex rest room, provide and install new raised character and Braille signs installed with the sign at 60" on center from the floor. The sign shall be as follows:
 - i. one (1) unisex public rest room sign configured with the universal symbol of accessibility, the gender character for unisex, the text "Unisex", and brailled text below.
 - c. Door thresholds: all existing door thresholds which measure over 1/2" high must be replaced/reworked to provide new beveled thresholds which are 1/2" high or less.
2. As set forth in Exhibit D Part III herein, no later than June 30 2008 the Landlord shall at their sole expense, complete provision of the following exterior renovations required for the purpose of providing improved architectural barrier-free access. Said provision shall be provided in conformance with the attached specifications and drawings, and in compliance with all applicable codes.
 - a. Parking Lot: As specified in the attached plan titled "Exhibit D part III: Renovations to be provided by the Landlord" a new "Van Accessible parking space" shall be provided adjacent to the Tenant's public entry. Said provision shall include paving, provision of new painted parking spaces and access aisle designation stripes and the provision of a new "Van Accessible" designation sign.

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.

After the completion of all renovations, but prior to Tenant occupancy, the Landlord shall have the Premises tested for compliance with State of NH "Clean Air" standards. The Landlord (at the Landlord's sole expense) shall be responsible for provision of all testing, which shall be conducted by an appropriately accredited consultant in compliance with Env-A 2200, and shall submit their certified testing results to the State of NH's Department of Environmental Services requesting their "certification of compliance" with "Clean Air" standards for the Premises. If the testing results show the Premises fail to comply with Clean Air requirements, the Landlord shall consult with the Dept. of Environmental Services, and the consultant that performed the testing, to ascertain the manner in which correction of the deficiencies can be made. After determination is made regarding how to correct deficiencies, the Landlord - at the Landlord's sole expense - shall provide all renovations and/or repairs to the air handling systems of the Premises required to correct the deficiencies. Any and all required renovations or repairs to the air handling system shall take place within a reasonable time frame, which shall in no instance exceed six (6) months from the date the deficiency was initially discovered. Subsequent to the completion of any and all repairs, the Landlord shall have the Premises tested for compliance again, and shall again submit the certified results to Environmental Services requesting "certification of compliance" with Clean Air standards.

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.*

1. As additionally described in "Part I" herein, The Landlord shall, prior to Tenant occupancy, complete provision of all interior renovations specified in the attached drawing titled: Exhibit D part III: Renovations to be provided by the Landlord".
2. As additionally described in "Part I" herein, The Landlord shall, no later than June 30 2008, complete provision of the exterior renovations specified in the attached drawing titled: Exhibit D part III: Renovations to be provided by the Landlord".

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.

SECTION 05100 - INTERIORS - FINISHES
 05100-01 - WALLS - FINISHES
 1. Section Includes
 a. All interior walls to be finished with the following:
 1) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 2) Walls in restrooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 3) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 4) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 5) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 6) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 7) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 8) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 9) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.
 10) Walls in rooms, corridors, and other areas to be finished with 1/2" gypsum board, finished with vinyl composition surface (VCS) or other approved finish.

SECTION 05100 - INTERIORS - FINISHES
 05100-02 - CEILING - FINISHES
 1. Section Includes
 a. All interior ceilings to be finished with the following:
 1) Ceilings in rooms, corridors, and other areas to be finished with 5/8" acoustic mineral fiber (AMF) tiles, suspended from a metal grid.
 2) Ceilings in rooms, corridors, and other areas to be finished with 5/8" acoustic mineral fiber (AMF) tiles, suspended from a metal grid.
 3) Ceilings in rooms, corridors, and other areas to be finished with 5/8" acoustic mineral fiber (AMF) tiles, suspended from a metal grid.
 4) Ceilings in rooms, corridors, and other areas to be finished with 5/8" acoustic mineral fiber (AMF) tiles, suspended from a metal grid.
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 10) Ceilings in rooms, corridors, and other areas to be finished with 5/8" acoustic mineral fiber (AMF) tiles, suspended from a metal grid.

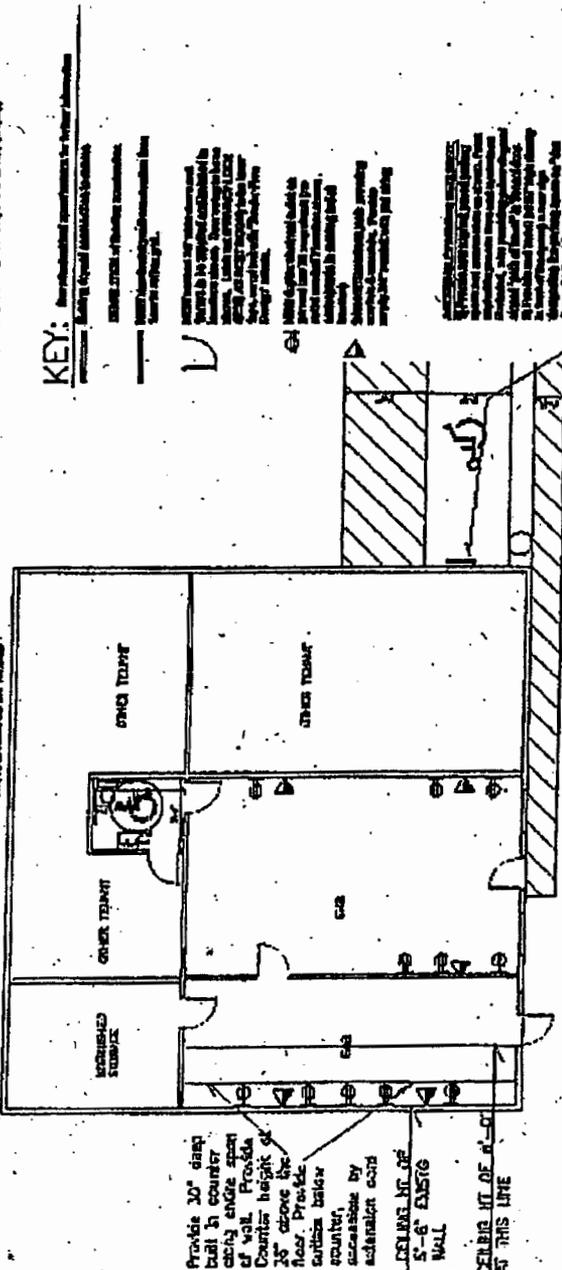


EXHIBIT D PART III: RENOVATIONS TO BE PROVIDED BY THE LANDLORD
TENANT: STATE OF NH, EMERGENCY MEDICAL SERVICES
LOCATION: 609 PERRY ST, GORHAM NH

SIGN ILLUSTRATION

Exhibit D Part III: Improvements to be provided by the Landlord

**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.*

There are no special provisions or modifications to the standard provisions of the lease

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.*

EXHIBIT G

Barrier-Free Access: Attach the "Recommendation Concerning Lease Approval" letter, issued by the "Architectural Barrier-free Access Committee" of the "Governor's Commission on Disability", wherein recommendations concerning approval, conditions for approval, or disapproval, of the leased premises are given.



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION ON DISABILITY

ARCHITECTURAL BARRIER-FREE DESIGN COMMITTEE

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

David Upton, Chair
Katie McKeitzer, Vice Chair
Cheryl L. Kilham, Accessibility Specialist

57 Regional Drive
Camden, NH 03041-8118
(603) 271-2773
1000 452, 5003 FAX
(603) 271-2837 FAX

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

January 15, 2008

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

Recommendation Regarding Lease Approval

Lessee: Department of Safety, Division of Fire Standards & Training, Emergency Medical Services
Location: 808 Perry Street, Gorham, NH 03581
Lessor: Roland Couture, 11 Glen Road, Gorham, NH 03581
Term: May 1, 2008 - April 30, 2013 with No Extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject **NEW Lease** for approximately 1,350 square feet, be approved with the following conditions:

1. All renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1998 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). When applicable (designated by "LAFI approval required."), renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.

The following conditions, #2, #3, #4, and #5, are to be completed by the Lessor (Landlord) prior to occupancy:

2. For the Lessee's (Tenant's) public and staff suite entrance doors, replace existing knob style hardware with lever-type hardware, in compliance with Exhibit D, Part III and ANSI 404.2.6.
3. Per Exhibit D, Part III, provide one unisex accessible toilet room, in compliance with ANSI 803, 804, 808 and 809 and ADAAG 4.10.5 and 4.23. LAFI approval required.
4. For the unisex accessible toilet room, install one (1) sign with the universal symbol of accessibility, the gender character for unisex and the text "Unisex" in raised characters and Braille, in compliance with Exhibit D, Part III and ANSI 703.
5. Lower all thresholds so that they are no higher than 1/4 inch and beveled or no higher than 1/2 inch without a bevel, in compliance with Exhibit D, Part III and ANSI 303.

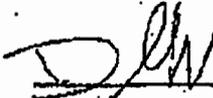
The following conditions, #6, #7 and #8, are to be completed by the Leasor (Landlord) by June 30, 2008:

6. Per Exhibit D, Part III provide one (1) van-accessible parking space that is at least 96 inches wide with an adjacent access aisle that is at least 96 inches wide, in compliance with ANSI-1998 Section 502. LAHJ approval required.
7. Per Exhibit D, Part III, install a sign for the van-accessible parking space with the wheelchair symbol that reads "VAN ACCESSIBLE", in compliance with NH RSA 285:73-a, ANSI 602.7 and ADAAG 4.6.4.
8. For the access aisle, install a "No Parking" sign.

This recommendation is based upon the site-survey completed by Administrative Services with the assurances that this facility will be reasonably accessible upon completion of the 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:



David Gleason, Chair

.dk

cc: Mary Belec, Administrator, Planning and Management, Administrative Services

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.