



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdod

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

November 12, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a two-year amendment to the lease agreement, PO# 1074787, in an amount of \$66,572.00, with Belknap County, VC# 177360-B008, 34 County Drive, Laconia, NH 03246 for approximately 2,200 square feet of office space located at Belknap County Superior Courthouse, 64 Court Street, 1st Floor Suite, Laconia, NH by increasing the price limitation by \$66,572.00, from \$186,890.04 to \$253,462.04, and extending the completion date from December 31, 2020 to December 31, 2022 effective upon Governor and Executive Council approval. The original lease agreement was approved by Governor and Executive Council on December 3, 2014, Item #49 and subsequently approved by Governor and Executive Council on November 25, 2019, Item #52. 100% General Funds

Funds are available in account District Offices: 02-46-46-464010-8302-022-500248 for Fiscal Year 2021, and are anticipated to be available in future fiscal years, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst Fiscal Years within the price limitation through the Budget Office, if needed and justified.

Original Lease, Laconia Probation & Parole District Office

Account:	Description	FY 15 - 20	FY 22	FY 23	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	154,572.00	-	-	\$ 154,572.00

Holdover Lease, Laconia Probation & Parole District Office

Account:	Description	FY 20 - 21	FY 22	FY 23	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	32,318.04	-	-	\$ 32,318.04

Amendment Lease, Laconia Probation & Parole District Office

Account:	Description	FY 21	FY 22	FY 23	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	16,477.98	33,286.00	16,808.02	\$ 66,572.00
Total Lease Amount:		\$ 203,368.02	\$ 33,286.00	\$ 16,808.02	\$ 253,462.04

EXPLANATION

The NHDOC is seeking approval to enter into a two-year amendment lease commencing on January 1, 2021 and ending on December 31, 2022 for the continued use and occupancy of the Laconia District Probation and Parole Office located in the Belknap County Superior Courthouse, 64 Court Street, 1st Floor Suite, Laconia, NH.

As required by Administrative Rule Adm. 610.06 "Public Notice," in 2014 the NHDOC conducted a space search by publishing a public notice in The Citizen and concurrent postings on the Department of Administrative Services "Planning and Management" website to solicit letters of interest for a five-year lease space in the Laconia area. As a result of the solicitation, NHDOC received two letters of interest and proposals, one for 1,900 square feet at 314 South Main Street, Laconia and the other for 2,200 square feet on the 1st Floor Suite of the Belknap County Superior Courthouse, 64 Court Street, Laconia, NH. Belknap County was selected due to the distinct safety and business advantages inherent within the secure judicial facility and having a "full gross lease" as opposed to the "modified net" rate originally offered at the 314 South Main Street, Laconia location.


In 2019, the NHDOC conducted an additional space search by publishing a public notice in The Laconia Daily Sun and concurrent postings on the Department of Administrative Services "Planning and Management" website to solicit letters of interest for a five-year or ten-year lease space in the Laconia area. As a result of the solicitation, NHDOC received two letters of interest and proposals, one for 1,900 square feet at 314 South Main Street, Laconia and the other for 2,200 square feet on the 1st Floor Suite of the Belknap County Superior Courthouse, 64 Court Street, Laconia, NH. The offer for the 314 South Main Street location was withdrawn leaving the Department with the one offer from Belknap County.

The NHDOC entered into a subsequent one-year holdover agreement with Belknap County under the same terms and conditions to provide the Department the continued use of the location and additional time to review and facilitate American with Disabilities Act (ADA) requirements with the Governor's Commission on Disability (GCD). As the review progressed, it became increasingly complex due to the age of the building and the ADA conditions effecting the cost of the building renovations. Coupled in this time frame, the COVID-19 pandemic made it challenging for the Department and Belknap County to address any potential ADA requirements as there was limited access to complete the promulgation/approval process. Therefore, an additional two-year amendment will allow the Department to respond to the requirements and obtain authorization of any new lease agreement.

The two-year lease amendment provides the same terms and conditions as the original lease and is structured to be payable as a "full gross lease" with the rent including the landlord's provision of heat, electricity, sewer and water, janitorial services and site and building maintenance, except for data communication services and an approximate 2% annual escalation for each year of the amendment term. The current lease rate is \$14.69 per square foot for 2,200 square feet of office space. For the amendment, the rate will increase approximately 2% to \$14.98 square foot, \$32,956.00 annually, prorated to a monthly rent of \$2,746.33 for year-one and will increase approximately 2% to \$15.28 square foot, \$33,616.00 annually, prorated to a monthly rent of \$2,801.33 at the inception of year-two of the amendment term for an increased cost of \$66,572.00 and a total lease cost of \$253,462.04.

This location has served the Department and its clients well for the past six years; therefore your favorable consideration of the enclosed two-year amendment lease agreement is appreciated.

Respectfully Submitted,


Helen E. Hanks
Commissioner

RM

LRCP 20-061



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Robin H. Maddaus
Director

Approved by the Long Range
Capital Planning & Utilization
Committee 11/30/2020

November 12, 2020

The Honorable John Cloutier, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:39-b, the NH Department of Corrections, Division of Field Services (the "Tenant"), requests approval of a two-year amendment lease to extend the original lease term beyond the five-year limitation with Belknap County, VC# 177360-B008, 34 County Drive, Laconia, NH 03246 (the "Landlord"), for approximately 2,200 square feet of probation and parole office space located at 64 Court Street, 1st Floor Suite, Laconia, NH, effective upon Governor and Executive Council approval, for the period of January 1, 2021 to December 31, 2022, for an amount not to exceed \$66,572.00, subject to the schedule of annual rent. The original 5-year lease agreement was approved by Governor and Executive Council on December 3, 2014, Item #49 and as amended (LRCP 19-036) on November 6, 2019 and approved by Governor and Executive Council on November 25, 2019, Item #52.

Funds are available in account *District Offices*: 02-46-46-464010-8302-022-500248 for Fiscal Year 2021, and are anticipated to be available in future fiscal years, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst Fiscal Years within the price limitation through the Budget Office, if needed and justified.

EXPLANATION

The NH Hampshire Department of Corrections (NHDOC) is seeking to enter into a two-year amendment agreement, in the amount of \$66,572.00, to commence on January 1, 2021 and end on December 31, 2022. Approval of the two-year amendment agreement will provide the continued use and occupancy of the Laconia District Probation and Parole Office located at the Belknap County Superior Courthouse, 64 Court Street, 1st Floor Suite, Laconia, NH.

As required by Administrative Rule Adm. 610.06 "Public Notice," in 2014 the NHDOC conducted a space search by publishing a public notice in The Citizen and concurrent postings on the Department of Administrative Services "Planning and Management" website to solicit letters of interest for a five-year lease space in the Laconia area. As a result of the solicitation, NHDOC received two letters of interest and proposals, one for 1,900 square feet at 314 South Main Street, Laconia and the other for 2,200 square feet on the 1st Floor Suite of the Belknap County Superior Courthouse, 64 Court Street, Laconia, NH.

The original five-year lease is structured to be payable as a "full gross lease" with the rent including the Landlord's provision of heat, electricity, sewer & water, janitorial services and site and building maintenance,



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The Honorable John Cloutier, Chairman
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EXPLANATION

The NH Hampshire Department of Corrections (NHDOC) is seeking to enter into a two-year amendment agreement, in the amount of \$66,572.00, to commence on January 1, 2021 and end on December 31, 2022. Approval of the two-year amendment agreement will provide the continued use and occupancy of the Laconia District Probation and Parole Office located at the Belknap County Superior Courthouse, 64 Court Street, 1st Floor Suite, Laconia, NH.

As required by Administrative Rule Adm. 610.06 "Public Notice," in 2014 the NHDOC conducted a space search by publishing a public notice in The Citizen and concurrent postings on the Department of Administrative Services "Planning and Management" website to solicit letters of interest for a five-year lease space in the Laconia area. As a result of the solicitation, NHDOC received two letters of interest and proposals, one for 1,900 square feet at 314 South Main Street, Laconia and the other for 2,200 square feet on the 1st Floor Suite of the Belknap County Superior Courthouse, 64 Court Street, Laconia, NH.

The original five-year lease is structured to be payable as a "full gross lease" with the rent including the Landlord's provision of heat, electricity, sewer & water, janitorial services and site and building maintenance,

except for data communication services.

In 2019, the NHDOC entered into a one-year holdover agreement under the same terms and conditions to provide the Department the continued use of the location and additional time to review and facilitate American with Disabilities Act (ADA) requirements with the Governor's Commission on Disability (GCD). The review became increasingly complex due to the age of the building and the ADA conditions effecting the cost of the building renovations. Coupled in this time frame, the COVID-19 pandemic made it challenging for the Department and Belknap County to address any potential ADA requirements as there was limited access to complete the promulgation/approval process. The additional two-year amendment will allow the Department to respond to the requirements and obtain authorization of any new lease agreement.

The NHDOC reached out to Belknap County seeking their interest for the Department to be able to continue its use and occupancy of the leased space. Belknap County agreed to extend the lease with a two-year amendment with an approximate 2% annual escalation for each year of the amendment term.

The eight-year lease rate structure is as follows:

Eight-Year Laconia Probation/Parole District Office Lease Agreement					
Year	Effective Dates	Monthly Cost	Annual Cost	Approx. Sq. Ft. Cost	Approx. % Increase
1	January 1, 2015 - December 31, 2015	\$2,501.00	\$30,012.00	\$13.64	0%
2	January 1, 2016 - December 31, 2016	\$2,537.00	\$30,444.00	\$13.84	1.5%
3	January 1, 2017 - December 31, 2017	\$2,576.00	\$30,912.00	\$14.05	1.5%
4	January 1, 2018 - December 31, 2018	\$2,614.00	\$31,368.00	\$14.26	1.5%
5	January 1, 2019 - December 31, 2019	\$2,653.00	\$31,836.00	\$14.47	1.5%
6	January 1, 2020 - December 31, 2020	\$2,693.17	\$32,318.04	\$14.69	1.5%
7	January 1, 2021 - December 31, 2021	\$2,746.33	\$32,956.00	\$14.98	2.0%
8	January 1, 2022 - December 31, 2022	\$2,801.33	\$33,616.00	\$15.28	2.0%
Eight-Year Total			\$253,462.04		

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$14.69 per square foot for 2,200 square feet of office space. For the amendment, the rate will increase approximately 2% to \$14.98 square foot, \$32,956.00 annually, prorated to a monthly rent of \$2,746.33 for year-one and will increase approximately 2% to \$15.28 square foot, \$33,616.00 annually, prorated to a monthly rent of \$2,801.33 at the inception of year-two for an increased cost of \$66,572.00 and a total lease cost of \$253,462.04.

This location has served the Department and its clients well for the past six years; therefore your favorable consideration of the enclosed two-year amendment lease agreement is appreciated.

Respectfully Submitted,


Helen E. Hanks
Commissioner

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, November 5, 2020 and is by and between the State of New Hampshire acting by and through the Department of Corrections, (hereinafter referred to as the "Tenant") and Belknap County (hereinafter referred to as the "Landlord") with a place of business at 64 Court Street, Laconia, New Hampshire 03246.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on November 17, 2014, which was approved by the Governor and Executive Council on December 3, 2014, item #49, Amended October 10, 2019, which was approved by the Governor and Executive Council on November 25, 2019; the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" review process which has become increasingly complex due to the age of the building and ADA conditions effecting the cost of the building renovations, therefore, long-term planning, and;

The Tenant will need up to an additional twenty-four (24) months to respond to these changes and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

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

Rent increase of 2% to the existing terms for the first (12) month and an addition 2% the second twelve (12) month for the (24) month term of this amendment as the lease was written for the last six years has occurred

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, December 31, 2019 is hereby amended to December 31, 2022.

3.1.1 Early Termination: During Term of the Amendment 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". If the State enters into an agreement with a third party to provide the services described in the Agreement, the State may terminate this Amendment by providing the County thirty (30) days notice of intent to terminate.

4.1 Rent: The current annual rent of \$32,318.04, which is approximately \$14.69 per square foot, shall increase by 2% to \$14.98SF for the first (1) year, 2021, and \$15.28SF for the second (2) year, 2022, term of this Amendment, which shall be prorated to a monthly rent of \$2,746.33 for eleven (11) months and \$2,746.37, December 2021, and \$2,801.33 for eleven (11) months and \$2,801.37, December 2022, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable January 1, 2021 or within 30 days of the Governor and

Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$66,572.00. Total rent paid under the total term of the lease shall not exceed \$253,462.04

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.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

TENANT: State of New Hampshire, Department of Corrections

Date: 11/13/2020

By: [Signature]
Heath Hanks, Commissioner of Department of Corrections

LANDLORD:

Date: November 5, 2020

By: [Signature] Printed name and Title Debra Shackett, County Administrator
Belknap County, acting by and through it's Board of Commissioners

Acknowledgement: State of New Hampshire, County of Belknap
On (date) November 5, 2020, before the undersigned officer, personally appeared
Debra Shackett, who satisfactorily proved to be the person identified above as the
owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: JAMIE L. ELLSWORTH, Notary Public
My Commission Expires September 17, 2025

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

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

By: Takhmina Rakhmatova, Assistant Attorney General, on 11/16/2020

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

"Revised" EXHIBIT A

SCHEDULE OF PAYMENTS

Part I: *Rental Schedule: Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

Annual Rent due and payable by the Tenant for the approximate 2,200 square foot Premises shall be in accordance with the following:

Five (5) Year Rental Schedule:

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % increase from prior year
1	January 1, 2015 – December 31, 2015	\$13.64	\$2,501.00	\$30,012.00	
2	January 1, 2016 – December 31, 2016–	\$13.84	\$2,537.00	\$30,444.00	1.5%
3	January 1, 2017 – December 31, 2017	\$14.05	\$2,576.00	\$30,912.00	1.5%
4	January 1, 2018 – December 31, 2018	\$14.26	\$2,614.00	\$31,368.00	1.5%
5	January 1, 2019 – December 31, 2019	\$14.47	\$2,653.00	\$31,836.00	1.5%
6	January 1, 2020 – December 31, 2020	\$14.69	\$2,693.17	\$32,318.04	1.5%
7 *	January 1, 2021 – December 31, 2021	\$14.98	\$2,746.33	\$32,956.00	2%
8 *	January 1, 2022 – December 31, 2022	\$15.28	\$2,801.33	\$33,616.00	2%
*	NOTE: December 2021 shall pay \$2,746.37				
*	NOTE: December 2022 shall pay \$2,801.37				
		Additional –Two Years		\$66,572.00	
Total for Eight - year term:				\$253,462.04	

Part II: **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

No additional payments shall be due or payable under the terms of this Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

FROM: Gail L. Rucker, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: October 29, 2020

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

TO: His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Department of Corrections, P.O. Box 1806, Concord, NH 03302

LESSOR: Belknap County, 34 County Drive, Laconia NH 03246

DESCRIPTION: Lease Amendment: Approval of the enclosed will authorize extending the lease at this location two years due to the COVID-19 situation. This will allow the lease details to finish negotiations for a new 10-year lease at this office serving as the Laconia region Probation and Parole reporting in this office. The space is approximately 2,200 square feet located on the 1st floor of the Belknap Superior Court at 64 Court Street, Laconia NH.

TERM: Two (2) year: commencing January 1, 2021, ending December 31, 2022

RENT: Year 1: \$32,956.00 (\$14.98 SF @ 2% increase for the year)
Year 2: \$33,616.00 (\$15.28 SF @ 2% increase for the year)

2-YEAR RENTAL TOTAL: \$66,572.00

JANITORIAL: Included in annual rent

UTILITIES: Included in annual rent

TERM TOTAL: \$186,890.04 + 66,572.00 = \$253,462.04 for New Total of the Lease (Incl. Amendment)

PUBLIC NOTICE: Complied with all "notice" requirements through competitive Lease RFP process. Belknap County was the most cost effective option of the two Letters of Interest. It is a "Full Gross" proposal offered by Belknap County. Department of Corrections and Belknap County are still working on terms for ADA upgrades to this historic building. The COVID situation has caused delays in the estimate process.

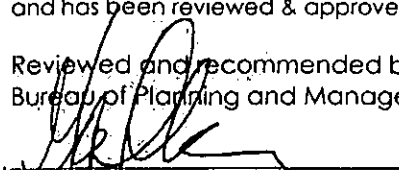
CLEAN AIR PROVISIONS: The clean air testing is not required for this amendment

BARRIER-FREE DESIGN COMMITTEE: Not required for this amendment to the original lease.

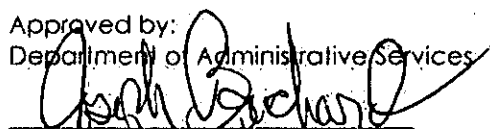
OTHER: Approval of the enclosed is recommended

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.

Reviewed and recommended by:
Bureau of Planning and Management


Gail L. Rucker, Administrator II

Approved by:
Department of Administrative Services


Joseph Bouchard, Assistant Commissioner



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: Belknap County 34 County Drive Laconia, NH 03246		Member Number: 607	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2020	1/1/2021	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2020	1/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: State of New Hampshire Department of Corrections 105 Pleasant St Concord, NH 03301	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 10/15/2020 mpurcell@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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CERTIFICATE FOR MUNICIPALITIES

I, (insert name) David DeVoy, of (insert Municipality name)
Belknap County, do hereby certify to the following assertions:

1. I am a duly elected and acting Chairman 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) 11/5/20

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

_____ 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* _____ Debra A. Shackett

_____, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

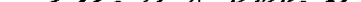
5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: *(fill the appropriate names of individuals for each titled position)*

Commission Chair: David De Vroy

Municipality Clerk: NA

Municipality Treasurer: NA

IN WITNESS WHEREOF: As the Chairman of this municipality, I sign below upon this date: *(insert date of signing)* November 5, 2020

Chairman (signature) 

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

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Bellknop UPON THIS DATE (insert full date) November 5, 2008 appeared before me (print full name of notary) David DeJoy

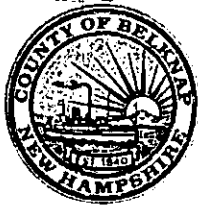
_____, the undersigned officer personally appeared (insert officer's name)

Samie Ellsworth
who acknowledged him/herself to be (insert title, and the name of municipality) Commission Chair

Belknap County and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

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

JAMIE L. ELLSWORTH, Notary Public
My Commission Expires September 11, 2025



BELKNAP COUNTY COMMISSIONERS

34 County Drive
Laconia, NH 03246
Phone (603) 527-5400
Fax (603) 527-5409

David DeVoy
Chairman
Sanbornton

Glen Waring
Vice-Chairman
Gilmanton

Hunter Taylor
Clerk
Alton

Commission Meeting Minutes
November 5, 2020

In Attendance: Commissioners David DeVoy, Glen Waring and Hunter Taylor (electronically). Also in attendance was Debra Shackett, County Administrator.

Commissioner Taylor stated he was at home in his dining room with his dog.

Minutes: M/Waring to approve the minutes, S/Taylor. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.**

Calendar: There was no discussion.

Previously Signed Documents: M/Taylor, S/Waring to ratify the previously signed documents. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.**

Previously Signed Documents	
Document Date	Document
10/14/2020	Payroll & A/P Manifest
10/15/2020	Courthouse lease
10/21/2020	Payroll & A/P Manifest
10/28/2020	Payroll & A/P Manifest

Departmental Update-Sheriff: Sgt. William Wright reviewed the departmental update.

LTCF COVID-19 Testing Reimbursement Agreement: County Administrator Shackett reviewed agreement and requested the Board authorize her to sign it. Commissioner Waring had concerns about authorizing the agreement with it being in draft. This will be reviewed once the final agreement is received.

Award bid for generator repair: Nursing Home Administrator Shelley Richardson stated two sealed proposals had been received for the generator repair. She requested the Board award the bid to Power Up Generator. Nursing Home Administrator Richardson answered questions from the Board. It was decided to get an estimate on replacing the generator before repairing the current one.

Accept Donation: Nursing Home Administrator Richardson requested the Board accept the donation received for the Gifts and Bequest fund. M/Taylor to accept the donation, S/Waring. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.**

Addendum to agreement with Horizons Counseling Center: Superintendent Adam Cunningham recommended the Board approve an addendum to the current contract with Horizons Counseling Center that expires this year. The addendum would extend the contract for 1 year at the current cost. M/Taylor to accept the recommendation of Superintendent Cunningham, S/Waring. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.**

Superintendent Cunningham requested the Board waive the formal bidding process for the camera server work. He stated the money was encumbered from last year. Superintendent Cunningham also requested the Board authorize the contract with OneSource in the amount of \$38,483.73. M/Waring to waive the formal bidding process, S/Taylor. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.** M/Waring to approve the contract and authorize the County Administrator to sign, S/Taylor. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.**

Intergovernmental Transfer Agreement-draft for review: County Administrator Shackett stated she wanted the Board to review the draft agreement and once the final agreement is ready she would bring it to the Board. The Board would like it reviewed by the County Attorney.

A/V Quote: County Administrator Shackett asked if the Board wanted to move forward with proposal received for the A/V equipment for Zoom meetings. Commissioner Waring asked if there was a grant that could be applied for due to it being a Covid expense. County Administrator Shackett stated they had already submitted our allotted expenses related to Covid. M/Waring accept proposal and waive the formal bidding process, S/Taylor. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.**

Ratify vote to amend Courthouse lease: M/DeVoy to amend vote to approve lease pending Delegation and Executive Committee approval, S/Waring. County Administrator Shackett called roll: DeVoy-yes, Waring-yes and Taylor-yes. Unanimous. **Motion passed.**

2021 Budget: County Administrator Shackett stated they needed to talk about wages and benefits for non-union employees. She stated they had talked about getting rid of the cost of living increase and sick bonus and increasing merit and the sick payout upon retirement. Commissioner Waring stated they needed to schedule another budget work session. Commissioner Taylor stated it is important that the non-union employees are treated as well as the union.

Public Comment: Mike Sylvia, Belmont, asked for clarification on what department would be paying for the A/V equipment. Commissioner DeVoy stated that had not been decided yet.

Tim Lang, Sanbornton, asked for a general update on the 2020 budget. County Administrator Shackett provided him with an update.

Semi-annual tour of DOC: At 6:55pm the Board started the tour of the department of corrections.

Adjourn: The meeting adjourned at the conclusion of the semi-annual tour of the DOC at 7:30pm.

Respectfully submitted,

Jamie Ellsworth
Administrative Assistant



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

October 16, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

G & C.

Pending _____

Approved NOV. 25, 2019

Item # #52

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a twelve (12) month hold-over amendment lease, to PO # 1068896, in the amount not to exceed \$32,318.04, with Belknap County (VC# 177360-B008), 34 County Drive, Laconia, NH 03246, for the purpose of District Office probation/parole office space for the period of January 1, 2020 through December 31, 2020 effective upon Governor and Executive Council approval. 100% General Funds

Funding is available in account, *District Offices*, as follows with the authority to adjust encumbrances in each of the State's fiscal years through the Budget Office if needed and justified.

Holdover Amendment Lease, Laconia DO				
Account:	Description	FY 2020	FY 2021	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	16,159.02	16,159.02	32,318.04
Total Lease Amount:		\$ 16,159.02	\$ 16,159.02	\$ 32,318.04

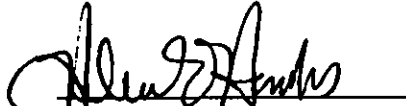
EXPLANATION

The NH Department of Corrections is seeking approval to enter into a twelve month hold-over amendment lease commencing January 1, 2020 and ending on December 31, 2020 for the continued provision of the Division of Field Services probation/parole district office space consisting of approximately 2,200 square feet, located at 64 Court Street, 1st Floor Suite, Laconia, NH. The current annual rent of \$31,836.00, payable at a rate of \$14.47 per square foot, will increase 1.5% to an annual rent of \$32,318.04. The total twelve month amendment lease shall be \$32,318.04 annually at \$14.69 per square foot and prorated to a monthly rent of

\$2,693.17. This is a "gross" lease to include the Landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, janitorial services, snow plowing and removal and building and site maintenance.

The original five-year lease with Belknap County was procured competitively in accordance with all State requirements and was approved by Governor and Executive Council on December 3, 2014, Item #49. This twelve (12) month hold-over amendment lease will provide the NHDOC additional time to complete a five-year or ten-year lease promulgation/approval process.

Respectfully Submitted,


Helen E. Hanks
Commissioner

PUBLIC NOTICE

Wanted to rent in Laconia, NH, for a term of up to five (5) years or (10) years, commencing December 31, 2019, approximately 1,400-2,400 SF of space for the State of NH Department of Corrections (DOC) Division of Field Services to provide a regional Probation and Parole reporting office. The space offered must be renovated to meet the Tenant's program specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact: Division of Field Services, PO Box 1806, 105 Pleasant Street, Concord, NH 03302, attention Michael McAlister, Director, (603) 271-5652 or email: mike.mcalister@doc.nh.gov. Alternately the specifications can be obtained from the State's website at: http://das.nh.gov/bpm/CurrentLease_RFPs.asp. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, April 19, 2019. The State of NH reserves the right to accept or reject any or all proposals.

Invitation to Bid Rubberized Track Resurfacing

The Gifford School District is requesting Bids for the Resurfacing of the Rubberized Track at Gifford High School. Specification and bid documents can be picked up at:

Office of Superintendent of Schools
Gifford School District
2 Belknap Mountain Road
Gifford, NH 03249
or by calling (603) 527-9215

Sealed bids shall be received at the Office of the Superintendent of Schools until Wednesday, April 17, 2019, no later than 10:00 A.M., EDT. A mandatory site visit is scheduled for Wednesday, April 10, 2019 at 1:00 P.M. EDT prior to bid submission. Any bids received after that hour will not be considered. The Gifford School District reserves the right to accept or reject any bid for any reason, or no reason, without recourse by any Bidder and to award a contract to any Bidder on any basis which the Gifford School District, in its sole and absolute discretion, determines to be in the best interest of the Gifford School District.

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OBITUARIES

Robert 'Bob' Dassatti, 56

LACONIA — The final buzzer has sounded; there are no timeouts left. Bob Dassatti departed this earth into the loving arms of Jesus on March 27, 2019, surrounded by his loving family, after a five-year battle with colon cancer. Bob left this world with an unmatched strength and dignity. He lived his life always doing for others.

He spent 18 years working at Franklin Savings Bank but his true passion was community service. "Just Step Up and Serve" was his motto. He served nine years on the Laconia School Board, three as chairman. He was part of a team that led the way for the renovation of each Laconia school, but he was most proud of the role he played in the construction of the new Huot Technical Center and science labs.

Those accomplishments were overshadowed by his dedication and commitment to the youth of Laconia through basketball. He was director of LAYBL for many years and started the Laconia Pride AAU teams. He organized a summer basketball league for middle-school players. He impacted each player and family, both on and off the court, in tremendous ways.

His legacy of commitment to his community will continue on through the players, students, teachers, parents and citizens of the community. He was the well-deserved recipient of the 2018 Debra Bieniarz Memorial Award which honors an individual for their dedication to the youth of Laconia.

Bob was born April 5, 1962, in North Adams, Massachusetts. He is the son of the late Erminio "Ernie" and E. Mary Dassatti (Maroni). He graduated from Drury High School, Class of 1980, and Johnson and Wales College, Providence, Rhode Island, Class of 1984.



He married his soulmate, Tracy Denaris, in 1988. Together they raised three children: Megan and her husband, Josh Mechler, of Smithfield, Rhode Island, Brienne (Bree) and her husband, Alex Brunelle, of East Providence, Rhode Island, and Matthew and his wife, Katelyn (Doherty), of Laconia. He was an adored Nonno of Sofia, Kaela, Ellie, Seth, and Chloe Mechler. He is also remembered by his four siblings and their spouses, Edwin and Mary Ellen Dassatti of Albany, New York, Mary Ann Dassatti and Eric Gross of Holyoke, Massachusetts, Carey and Peggy Dassatti of Chicago, Illinois, and Richard and Sheila Dassatti of North Adams, Massachusetts. He is also remembered by many nieces, nephews, cousins, and friends.

Calling Hours will be on Friday, March 29, 3-6 p.m., at the Wilkinson-Beane-Simoneau-Paquette Funeral Home, 164 Pleasant St., Laconia, using the Carriage House entrance.

A Funeral Service will take place at 2 p.m. on Saturday, March 30, at St. James Episcopal Church, 2238 Parade Road, Laconia.

There will be a Celebration of Life at a later date. Bob left quite a legacy, not just for his own family, but for the community at large. In lieu of flowers, the family suggest donations be made to the Lakes Region Scholarship Foundation, c/o Bob Dassatti Memorial Scholarship, PO Box 7312, Gifford NH 03247-7312 or www.lrscholarship.org.

Wilkinson-Beane-Simoneau-Paquette Funeral Home & Cremation Services, 164 Pleasant St., Laconia, is assisting the family with the arrangements. For more information and to view an online memorial, go to www.wilkinsonbeane.com.

Federal legalization of hemp creates quandary for police

By GILLIAN FLACCUS
ASSOCIATED PRESS

PORTLAND, Ore. — Federal legalization of hemp arrived in the U.S. late last year and expanded an industry already booming because of the skyrocketing popularity of CBDs, a compound in hemp that many see as a health aid.

Now, just a few months after Congress placed the marijuana look-alike squarely in safe legal territory, the hemp industry has been unsettled by an unexpected development. Truckers, now free to haul hemp from state to state, have been stopped and sometimes arrested by police who can't tell whether they have intercepted a legal agricultural crop or the biggest marijuana bust of their careers. That's because the only way to distinguish hemp and marijuana, which look and smell alike, is by measuring their tetrahydrocannabinol, or THC, and officers don't have the testing technology to do so on the spot.

Marijuana, illegal under federal law, has enough THC to get users high. Hemp has almost none — 0.3 percent or less under U.S. government standards — yet drug-sniffing dogs will alert on both. Field tests that officers now use can detect THC but aren't sophisticated enough to specify whether a shipment

is legal hemp or low-grade illegal pot.

In a sign of the significance of the problem, the U.S. Drug Enforcement Administration earlier this month put out a request for information on private companies that might have the technology for field tests sensitive enough to distinguish between hemp and marijuana.

"Nobody wants to see someone in jail for a month for the wrong thing," DEA spokeswoman Barbara Carreno said. "To enable us to do our job, we have to have something that can help us distinguish."

It's an unanticipated hiccup for the rapidly growing hemp industry, which relies on interstate trucking to transport hemp from farms to processing labs that extract the compound cannabidiol, or CBD, from the raw plant material. The pure CBD powder is then resold for use in everything from makeup to smoothies to pet food.

Kentucky and Oregon are big producers of hemp, and much of what they grow is processed in Colorado. Companies that transport the plant often drive through Oklahoma and Idaho, which is where some arrests have occurred.

Hemp remains illegal under Idaho law, and lawmakers there are scrambling to pass a legalization bill. Law enforcement agencies are urging them to include guidance on field tests.

To further complicate the issue, states that already have their own hemp programs must have them approved by the U.S. Department of Agriculture, which could take months.

"It's the greatest example of the cart being put before the horse that I've ever thought of," said Grant Loeb, who is on the board of directors of the Idaho Prosecuting Attorneys Association, which has demanded better testing. "You're trying to make hemp legal so farmers can grow it, but you haven't put into place anything that's going to keep marijuana dealers from taking advantage of a huge loophole."

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LRCP 19-036

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

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

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

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

November 6, 2019

Helen E. Hanks, Commissioner
Department of Corrections
Division of Administration
P.O. Box 1806
Concord, New Hampshire 03302-1806

Dear Commissioner Hanks,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-b, on November 6, 2019, approved the request of the Department of Corrections, Division of Administration, to enter into a twelve (12) month hold-over amendment lease with Belknap County, 34 County Drive, Laconia, NH 03246, for approximately 2,200 square feet of office space located at 64 Court Street, 1st Floor Suite, Laconia, NH for the period of January 1, 2020 through December 31, 2020, for an amount not to exceed \$32,318.04, subject to the schedule of annual rent and conditions as specified in the request dated October 16, 2019.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

MWK/pc
Attachment

Cc: Jennifer Lind, Contract/Grant Administrator, Department of Corrections



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
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www.nh.gov/nhdcc

LRCP 19-036

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

October 16, 2019

The Honorable, John Cloutier, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:39-b, the NH Department of Corrections respectfully requests the approval of the Long Range Capital Planning Utilization Committee to enter into a twelve (12) month hold-over amendment lease with Belknap County (VC #177360-B008), 34 County Drive, Laconia, NH 03246, for approximately 2,200 square feet of office space located at 64 Court Street, 1st Floor Suite, Laconia, NH, for the period of January 1, 2020 through December 31, 2020, for an amount not to exceed \$32,318.04, subject to the schedule of annual rent.

EXPLANATION

The NH Hampshire Department of Corrections (NHDCC) wishes to enter into the enclosed twelve month hold-over amendment lease commencing on January 1, 2020 and ending on December 31, 2020 for the continued provision of District Office probation/parole office space consisting of approximately 2,200 square feet. The hold-over term will provide time to facilitate the Request for Proposal review process which has become increasingly complex due to the age of the building and Americans with Disabilities Act (ADA) conditions effecting the cost of the needed renovations.

The current annual rent of \$31,836.00, payable at a rate of \$14.47 per square foot, will increase 1.5% to an annual rent of \$32,318.04 representing a "gross rate" of \$14.69 per square foot and prorated to a monthly rent of \$2,693.17. This rate includes the Landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, janitorial services, snow plowing and removal and building and site maintenance.

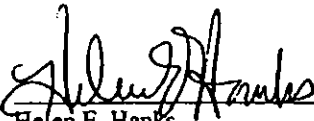
The twelve month hold-over amendment lease structure is as follows:

Year	Term	Monthly Cost	Annual Cost	Approx. Sq. Ft. Cost	Approx. % Increase
1	January 1, 2020 – December 31, 2020	\$2,693.17	\$32,318.04	\$14.69	1.5%
Total			\$32,318.04		

The Honorable Cloutier, Chairman
Long Range Capital Planning and Utilization Committee
October 2019

The original five-year lease with Belknap County was procured competitively in accordance with all State requirements and was approved by Governor and Executive Council on December 3, 2014, Item #49. This one-year hold-over amendment lease will provide the NHDOD additional time to complete a five-year or ten-year lease promulgation/approval process. This location has served the Department and its clients well for the past five years; therefore your favorable consideration is appreciated.

Respectfully Submitted,



Helen E. Hanks
Commissioner

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

FROM: Gail L. Rucker, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: October 15, 2019

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

TO: His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Department of Corrections, P.O. Box 1806, Concord, NH 03302

LESSOR: Belknap County, 34 County Drive, Laconia NH 03246

DESCRIPTION: Lease Amendment: Approval of the enclosed will authorize extending the lease at this location another year. This will allow the lease details to finish being negotiated for a new 10-year lease at this office serving as the Laconia region Probation and Parole reporting in this office. The space is approximately 2,200 square feet located on the 1st floor of the Belknap Superior Court at 64 Court Street, Laconia NH.

TERM: One (1) year: commencing January 1, 2020, ending December 31, 2020

RENT: Year 1: \$32,318.04 (\$14.69 SF @ 1.5% increase for the year)
1-YEAR RENTAL TOTAL: \$32,318.04

JANITORIAL: Included in annual rent

UTILITIES: Included in annual rent

TERM TOTAL: \$154,572 + 32,318.04 = \$186,890.04 for New Total of the Lease (Incl. Amendment)

PUBLIC NOTICE: Complied with all "notice" requirements through competitive Lease RFP process. Belknap County was the most cost effective option of the two Letters of Interest. It is a "Full Gross" proposal offered by Belknap County. Department of Corrections and Belknap County are still working on terms for ADA upgrades to this historic building.

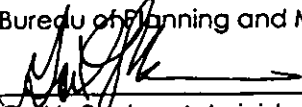
CLEAN AIR PROVISIONS: The clean air testing is not required for this amendment

BARRIER-FREE DESIGN COMMITTEE: Not required for this amendment.

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


Gail L. Rucker, Administrator II

Approved by:
Department of Administrative Services


Karen Rantamaki, Director

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, October 10, 2019 and is by and between the State of New Hampshire acting by and through the Department of Corrections, (hereinafter referred to as the "Tenant") and Belknap County (hereinafter referred to as the "Landlord") with a place of business at 64 Court Street, Laconia, New Hampshire 03246.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on November 17, 2014, which was approved by the Governor and Executive Council on December 3, 2014, item #49 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" review process which has become increasingly complex due to the age of the building and ADA conditions effecting the cost of the building renovations, therefore, long-term planning, and;

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

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

Rent increase of 1.5% to the existing terms for the (12) month term of this amendment as the lease was written for the last four years has occurred

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, December 31, 2019 is hereby amended to December 31, 2020.

3.1.1 Early Termination: During Term of the Amendment 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". If the State enters into an agreement with a third party to provide the services described in the Agreement, the State may terminate this Amendment by providing the County thirty (30) days notice of intent to terminate.

4.1 Rent: The current annual rent of \$31,836.00, which is approximately \$14.47 per square foot, shall increase by 1.5% to \$14.69SF for the term of this Amendment, which shall be prorated to a monthly rent of \$2,693.17, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable January 1, 2020 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$32,318.04.

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.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

TENANT: State of New Hampshire, Department of Corrections

Date: 10/17/19

By Melen Hanks
Melen Hanks, Commissioner of Department of Corrections

LANDLORD:

Date: 10/10/19

By Debra Shackett Printed name and Title Debra Shackett, County Admin.
Belknap County, acting by and through it's Board of Commissioners

Acknowledgement: State of New Hampshire, County of Belknap
On (date) 10/10/19, before the undersigned officer, personally appeared
Debra Shackett, who satisfactorily proved to be the person identified above as the
owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Jamie L. Ellsworth

Commission expires: Jamie L. Ellsworth, Notary Public
My Commission Expires October 21, 2020

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

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

By: EA B, Assistant Attorney General, on 10/22/2019

Approval by the New Hampshire Governor and Executive Council:

By: DM Scanlon, on NOV 25 2019

DEPUTY SECRETARY OF STATE



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: Belknap County 34 County Drive Laconia, NH 03246		Member Number: 607	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>	1/1/2019	1/1/2020	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2019	1/1/2020	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2019	1/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Corrections 105 Pleasant St Concord, NH 03301			By: Mary Beth Purcell
			Date: 10/16/2019 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Hunter Taylor, of (insert Municipality name)
Belknap County, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) 9/18/2019

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

_____ 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* _____ County Administrator, Debra A. Shackett _____), on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:


5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: *(fill the appropriate names of individuals for each titled position)*

Municipality Mayor: NA

Municipality Clerk: Hunter Taylor, Commissioner

Municipality Treasurer: **Michael Muzzey**

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* October 10, 2019

Clerk/Secretary (signature) 

In the State and County of: (State and County names) New Hampshire Bellamy County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Belknap UPON THIS DATE (insert full date) 10/10/19, appeared before me (print full name of notary) Jamie L Ellsworth, the undersigned officer personally appeared (insert officer's name) Hunter Taylor

who acknowledged him/herself to be (insert title, and the name of municipality) Commissioner
Bellknop County and that being authorized to
do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the
of the Municipality.

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

Jamie L. Ellsworth, Notary Public
 My Commission Expires October 21, 2020

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

November 4, 2014

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

G & C

Pending _____

Approved DEC. 3, 2014

Item # # 49

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a new lease agreement in an amount not to exceed \$154,572.00 with Belknap County, (VC# 177360-B008), Laconia, NH, for the purpose of probation/parole district office space, Laconia, NH, for the period of January 1, 2015 through December 31, 2019 effective upon Governor and Executive Council approval. 100% General Funds

Funding is available in account, *District Offices*: 02-46-46-464010-8302-022-500248 as follows with the authority to adjust encumbrances in each of the States fiscal years through the Budget Office if needed and justified. Funding for SFY 2016 through SFY 2020 is contingent upon the availability and continued appropriation of funds.

Laconia Probation/Parole District Office

Account:	Description:	SFY 2015	SFY 2016	SFY 2017	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	15,006.00	30,228.00	30,678.00	75,912.00
		SFY 2018	SFY 2019	SFY 2020	
		31,140.00	31,602.00	15,918.00	78,660.00
Total Lease Amount:					\$154,572.00

EXPLANATION

The NH Department of Corrections is seeking approval to enter into a new five (5) year lease commencing January 1, 2015 and ending December 31, 2019 for the provision of approximately 2,200 square feet of probation/parole office space located at 64 Court Street, (Belknap Superior Court House) 1st Floor Suite, Laconia, NH for the Division of Field Services. The total five year cost will be \$154,572.00 and provides a "gross" fixed rate of \$13.64 per square foot, \$30,012.00 annually, for the first year and an approximate 1.5% escalation for year two through five. The rate shall escalate 1.5% upon the anniversary date of each year, resulting in "year two" at a "gross" rate of \$13.84 per square foot, \$30,444.00 annually, "year three" at a "gross" rate of \$14.05 per square foot, \$30,912.00 annually, "year four" at a "gross" rate of \$14.26 per square foot, \$31,368.00 annually, and "year five" at a "gross" rate of \$14.47 per square foot, \$31,836.00 annually. The total five-year cost will be \$154,572.00.

The rental rate includes the Landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, janitorial services, snow plowing and removal, and building and site maintenance, except for telecommunication services.

As required by Administrative Rule Adm. 610.06 "Public Notice," the NH Department of Corrections conducted a space search soliciting "letters of interest" for leased space in the Laconia, NH area for a term of up to five (5) years through the publication of a Request for Proposal (RFP) in The Citizen of Laconia on February 14, 2014, concurrently the Department of Administrative Services "Bureau of Planning and Management" posted the RFP on their website. Two letters of interest were received in response to the solicitation which subsequently resulted in two proposals, one for 1,900 square feet from the incumbent landlord, Ronald and Donna Olszak, offering 1st floor space located at 314 South Main Street, Laconia NH and the other for 2,200 square feet from Belknap County offering space on the 1st floor of the Belknap County Superior Courthouse, 64 Court Street, Laconia NH.

The 1,900 square foot space offered by the incumbent landlord was offered at a modified "Net" rate (janitorial, water/sewer and electricity additional tenancy cost) of \$9.00 per square foot with 1.5% escalation annually, with estimated "net" costs added to the rent the estimated total cost was \$15.03 per square foot, with \$150,627.20 being the total estimated cost of occupancy for the five year term.

The 2,200 square foot space offered by Belknap County was for 1st floor space formerly leased to Probate Court, offered at true "Gross" rate (including janitorial, water/sewer and electricity and heat) of \$13.64 per square foot with 1.5% escalation annually resulting in \$154,572.00 as the total cost of for the five year term.

Although the space offered at 314 South Main Street was estimated to be approximately \$3,945.00 less over the five year term than the 64 Court Street space offered by Belknap County, the Court Street space was selected due to the distinct safety and business advantages inherent within the secure judicial facility (all visitors pass through a magnetometer), and the advantage of having an "all inclusive" (Gross) lease eliminating the need to estimate total Net additional costs and their inherent potential overages.

Approval of the enclosed lease will allow the Division of Field Services to continue providing Probation and Parole services to the Laconia area; your positive consideration is therefore requested.

Respectfully Submitted,



William L. Wrenn
Commissioner

"Public Notice" for publication

Wanted to rent in Laconia NH for a term of up to five (5) years commencing August 1, 2014 approximately 950 - 1,400 SF of space for the State of NH Department of Corrections (DOC) to provide a regional Probation and Parole reporting office. The space must meet DOC specifications which are posted on the State's WEB site at: <http://admin.state.nh.us/bom/index2.asp>. These specifications may also be requested by contacting: Mary Beletz, Administrator II, Department of Administrative Services, Bureau of Planning and Management, 25 Capitol Street, NH 03301; Tel: (603) 271-0090. All Letters of Interest offering space in response to this notice are due at the address listed above by 2:00 p.m. on Friday, March 21, 2014. The State of NH reserves the right to accept or reject all offers.

Ad Publication schedule for DOC use in posting "public notice"
• BPM will concurrently post RFP specifications (until closing date) on State website

K-41 5/8/14

02/2014		NH DEPT OF CORRECTIONS	
68.20		Net 15	
68.20	.00	.00	.00
1	02/28/14	50940	50940

Advertising Invoice and Statement

NH DEPT OF CORRECTIONS P O BOX 18006 CONCORD NH 03302	<div style="border: 2px solid black; padding: 5px; transform: rotate(-5deg);"> RECEIVED MAR 03 2014 DOC - FISCAL </div>	THE CITIZEN OF LACONIA 171 FAIR ST. LACONIA NH 03246
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2000050940

DATE	INVOICE NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	AMOUNT DUE
02/14/14	542033	PUBLIC NOTICE	3X	3.00	1	68.20
	LEGL	CP CPW		9.00	0.00	68.20

CO 10 PROC 04600 VENDOR 209458 8001

INV. DESCR. NH DOC

PO _____ In _____ S _____ In _____

AU 8302 Amt 0247 \$ _____

AU _____ Acct _____ \$ _____

POA RHA Date 5/7/14

Statement of Account - Aging of Past Due Amounts

68.20	0.00	0.00	0.00	68.20
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* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

152	02/2014	50940	50940	NH DEPT OF CORRECTIONS
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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 10/23 day of 2014, by the following parties:

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

Name: Belknap County, acting by and through its Board of Commissioners

(individual or corporate name)

State of Incorporation: NA

(if applicable)

Business Address: 34 County Drive

Street Address (principal place of business)

Laconia

NH

03246

(603) 527-5400

City

State

Zip

Telephone number

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

Department Name: Department of Corrections

Address: ~~21 South Fruit Street, Suite 20~~ 105 Pleasant St. DB

Weller

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

Concord,

NH

03301

(603) 271-3802

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: 64 Court Street, 1st floor suite

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

Laconia

NH

03246

City

State

Zip

The demise of the premises consists of: 2,200 square feet

(provide square footage of the leased space)

The 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. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1st day of January, in the year 2015, and ending on the
31st day of December, in the year 2019, unless sooner terminated
in accordance with the Provisions hereof.

Landlord Initials: DB

Date: 10/23/14

3.2 **Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Five (5) year(s) commencing on the 1st day of JANUARY, in the year 2015, unless sooner terminated in accordance with the Provisions hereof.

3.3 **Delay In Occupancy and Rental Payment Commencement:** In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

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

3.5 **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 any Term, and any amendment or extension 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:**

4.1 **Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:
(Insert month, date and year) January 1, 2015

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 **Taxes and other Assessments:** The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: DS
Date: 10/23/14

5. **Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. 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 the Tenant shall vacate all or part of the Premises within a 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 following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

- ☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

- ☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant shall be solely responsible for provision and cost of telecommunications and
Data services

6.1 **General Provisions:** The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation 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 ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 **Sewer and Water Services:** The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: DS
Date: 10/23/14

6.3 **Electrical and Lighting:** The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. **Use of Premises:**

The Tenant shall use the premises for the purpose of:

Providing the Department of Corrections, Division of Field Services, with a
Laconia regional "Probation and Parole" office

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

8. **Maintenance and Repair by the Landlord:**

8.1 **General Provisions:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "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 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 amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, 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 any existent 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 shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 **Maintenance and Repair of Broken Glass:** The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 **Recycling:** The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 **Window Cleaning:** The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 **Snow Plowing and Removal:** The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: DS
Date: 10/23/14

8.6 **Parking Lot Maintenance:** Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 **Site Maintenance:** Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 **Heating Ventilation and Air Conditioning (HVAC):** The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

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- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

☐ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

8.12 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 ten (10) calendar 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 the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

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9. **Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:
All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's 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 the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.
- 9.1 **Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. 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 the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).
- 9.2 **Work Clean Up:** The Landlord or Tenant, 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.
- 9.3 **State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.
- 9.4 **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.
- 9.5 **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. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.
10. **New construction, Additions, Renovations or Improvements to the Premises:**
The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or 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 provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

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10.1 **Provision of Work, etc.:** Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 **Schedule for Completion:** All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 **Landlord's Delay in Completion; 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 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, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated 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 Tenant's 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:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number of years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 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 that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

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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 for 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 to 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.

Section "15 Insurance" deleted; see Exhibit D "Special Provisions" for replacement provisions.

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance 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. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~

~~15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of N.H. RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.~~

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any 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 or omissions of the Tenant's servants or 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.

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17. **Fire, Damage and Eminent Domain:** The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage 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, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 **Landlord's Repair:** In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 **Tenant's Remedies:** In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 **Landlord's Right To Damages:** 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:

- A) **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
- B) **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.

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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 deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender 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 surrendering the Premises to the Landlord in broom clean condition.
20. **Hazardous Substances:**
- 20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.
- 20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.
- 20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.
- 20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.
- 20.5 **Asbestos:**
- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.
- 20.6 **Material Safety Data Sheets (MSDS)**
- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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21. **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.
22. **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.
23. **Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.
- 23.1 **Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.
- LANDLORD'S PROPERTY MANAGEMENT CONTACT:**
Name: Dustin Muzzy
Title: Facilities Manager
Address: 34 County Drive, Laconia, NH 03246 Phone: (603) 527-5490 x2391
Email Address: dmuzzey@belknapcounty.org
- 23.2 **Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.
- TENANT'S CONTACT PERSON:**
Name: Mike McAlister
Title: Director, Division of Field Services
Address: 105 Pleasant Street, Concord NH 03301 Phone: (603) 271-5652
Email Address: mmcalister@nhdot.state.nh.us
24. **Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
25. **Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**
- 25.1 **Compliance with Laws, etc:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.
- A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 25.2 **Discrimination:** During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 25.3 **Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

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regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

28.1 **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.

28.2 **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.

28.3 **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.

28.4 **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.

28.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

28.6 **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.

28.7 **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.

28.8 **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.

28.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

28.10 **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 substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: DB
Date: 10/23/14

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 Department of Corrections

Authorized by: (full name and title)

William Flynn Commissioner

LANDLORD: (full name of corporation, LLC or individual) Belknap County, acting by and through its Board of Commissioners

Authorized by: (full name and title)

Debra A. Shackett

Signature

Print: Debra A. Shackett, County Administrator
Name & Title

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

OF: New Hampshire COUNTY OF: Belknap

UPON THIS DATE (insert full date) October 23, 2014, appeared before

me (print full name of notary) Angela A. Bovill the undersigned officer personally

appeared (insert Landlord's signature) Debra A. Shackett

who acknowledged him/herself to be (print officer's title, and the name of the corporation) County

Administrator, Belknap County 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)

ANGELA A. BOVILL, Notary Public
My Commission Expires September 3, 2018

Angela A. Bovill

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

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

Approval date:

11/14/14

Approving Attorney:

W.K. Brown, Sr. HESLAL

Approved by the Governor and Executive Council:

Approval date:

DEC 03 2014

Signature of the Deputy Secretary of State:

[Signature]

Landlord Initials:

DS

Date: 10/23/14

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

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: *Rental Schedule: Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

Annual Rent due and payable by the Tenant for the approximate 2,200 square foot Premises shall be in accordance with the following:

Five (5) Year Rental Schedule:

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % Increase from prior year
1	January 1, 2015 – December 31, 2015	\$13.64	\$2,501.00	\$30,012.00	
2	January 1, 2016 – December 31, 2016	\$13.84	\$2,537.00	\$30,444.00	1.5%
3	January 1, 2017 – December 31, 2017	\$14.05	\$2,576.00	\$30,912.00	1.5%
4	January 1, 2018 – December 31, 2018	\$14.26	\$2,614.00	\$31,368.00	1.5%
5	January 1, 2019 – December 31, 2019	\$14.47	\$2,653.00	\$31,836.00	1.5%
Total for five - year term:				\$154,572.00	

Part II: *Additional Costs: Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

No additional payments shall be due or payable under the terms of this Agreement.

Landlord Initials: 

Date: 10/23/14

EXHIBIT B

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

The Landlord or the Landlord's janitorial services provider shall be responsible for providing all janitorial services and provision of consumable supplies to the Premises, the scope of services shall include but not be limited to the following:

- a. Collect and lawfully dispose of all office rubbish daily:
 - i. The Tenant shall be prohibited from disposing of any hazardous waste - such as used urine sample cups - in the office rubbish.
- b. The Tenant shall collect and convey for recycling any commodities viable for such recycling, the Landlord shall cooperate with the Tenants recycling efforts
- c. Daily vacuuming of entrances and corridors during winter (heavy dirt) season. Vacuuming at least twice per week and on an "as needed" basis thereafter
- d. Daily damp mop cleaning of the resilient flooring in the rest rooms
- e. Daily cleaning of all fixtures and surfaces within the rest rooms
- f. Consistent and timely provision of all supplies within the rest rooms such as toilet paper and paper towels, and;
- g. Daily disposal of all office rubbish from the wastebaskets and containers within the rest rooms
- h. Rest Rooms floors shall be thoroughly cleaned at least once per week

Landlord Initials: DS
Date: 10/23/14

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

The Premises are reasonable architecturally barrier-free as currently provided, and the Tenant shall also follow their standard policy of providing "program accessibility" for all Probation and Parole clients and services, therefore no improvements or renovations for the purpose of providing improved barrier-free access are required.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. Specify which party – the Landlord or the Tenant – shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.

Not later than thirty (30) days after the inception of the term the Tenant (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" testing in accordance with certain requirements set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In the event any deficiencies are found the Landlord shall be solely responsible for providing remedy through repair and/or renovations. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall conduct re-testing of any sections of the "clean air" test that initially failed to conform thereby proving remedy has been successfully completed.

Part III Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

No improvements on behalf of the Tenant are required

Landlord Initials: DS
Date: 10/23/14

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

1. The Tenant shall recycle "waste products for which markets are available." The following products are included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass). The Tenant shall provide quarterly detailed reports to the Department of Administrative Services Division of Plant and Property that identifies the type of waste or recycled waste products by type and quantity (weight).
2. The Landlord agrees that upon Tenant request the Tenant or their service provider shall be allowed to provide and maintain a recycled content collection dumpster in a location in parking lot of the Landlords choosing. The Tenant shall be solely responsible for providing maintenance and collection services for this dumpster.

Landlord Initials: DS
Date: 10/23/14

**EXHIBIT D
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

SPECIAL PROVISIONS:

Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

MODIFICATIONS OF STANDARD PROVISIONS:

Insurance: The Standard provisions of Section "15 Insurance" have been deleted; they shall be replaced by the following in which the allowable "general aggregate" amount has been adjusted:

15 Insurance: During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance 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. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

15.1 Workers Compensation Insurance: To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

Landlord Initials: 
Date: 10/23/14

Redacted

EXISTING COURTHOUSE, 1st FLOOR

DEPT. OF CORRECTIONS (TENANT)

DESIGN 2,200 S.F.

EXISTING LAYOUT



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: Belknap County 34 County Drive Laconia, NH 03246		Member Number: 607		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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	Coverage Category	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits, Conditions, Exclusions, Deductibles, etc.
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>	1/1/2014	1/1/2015	Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000 Fire Damage (Any one fire) \$ Med Exp (Any one person) \$
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2014	1/1/2015	Combined Single Limit (Each Accident) \$5,000,000 Aggregate \$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit \$
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	1/1/2014	1/1/2015	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: State of New Hampshire Department of Corrections 105 Pleasant Street Concord, NH 03301	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Deaver</i> Date: 11/5/2014 <i>tdenver@nhprimex.org</i> Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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New Hampshire
Governor's Commission on Disability

"Removing Barriers to Equality"



Margaret Wood Hassan, Governor
Paul Van Blarigan, Chair
Charles J. Sala, Executive Director

To the Honorable Governor Maggie Hassan and Members of the Executive Council

August 20, 2014

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Corrections, Division of Field Services, 21 South Fruit Street, Suite 20, Concord NH, 03301

Lease Location: 64 Court Street (Belknap County Courthouse) 1st floor, Laconia NH

Lessor: Belknap County, acting by and through its Commissioners, 34 County Drive, Laconia NH 03246

Term: Five (5) years: December 1, 2014 - November 30, 2019

In accordance with the administrative rules codified in Adm 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Committee on Architectural Barrier Free-Design (ABFDC) has preliminarily opined that the location referenced above and referred to herein, meets barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC Committee's August 19, 2014 meeting however since a membership quorum was not attendant a final vote regarding the matter was not possible, the ABFDC Committee shall however provide a final opinion during the next viable meeting. Should the ABFDC Committee quorum decide additional conditions for receipt of their approval are required, such conditions shall be conveyed to the Lessee for implementation. The Committee therefore respectfully recommends that the subject New LEASE location of approximately 2,200 square feet of space be approved, with the following conditions, and subject to the limitations stated herein.

CONDITIONS:

1. The Leased Premises are reasonably barrier-free and the Lessee shall continue standard Departmental policy of providing Probation and Parole "program accessibility"

121 South Fruit Street, Suite 101, Concord, NH 03301-2412
Toll-Free NH: 800-852-3405 | 603-271-2773 | Fax: 603-271-2837 | Disability@nh.gov
www.nh.gov/disability

(client visitation/review at alternative locations) for reporting, therefore improvements to the Premises shall be limited to those listed below.

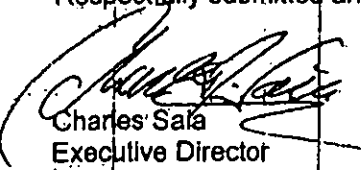
2. In making this recommendation the Committee recognizes that staff providing Probation and Parole services must meet strict physical capability requirements to perform their duties and that much of their work is "in the field" rather than office, therefore requiring them to provide "program accessibility" poses no additional burden.
3. Not later than 30 days after the inception of the term, lessee shall provide and install a supplement "way finding" sign adjacent to the public entrance elevator door. The sign shall be as follows: (Wheelchair Symbol) REST ROOMS LOCATED ON 2nd FLOOR ONLY. TAKE ELEVATOR TO 2nd FLOOR.
4. The existing 1st floor drinking fountain protrudes into the accessible path of travel without a detectable means of warning (touch on cane) guarding persons from running into it, therefore no later than 30 days after the inception of the term, lessee shall provide and install a heavy gage rubber or vinyl mat with raised and beveled edge of approximately 1/2" directly below this drinking fountain. This mat shall provide a conforming means of detection below the drinking fountain in accordance with ANSI 307.2

Notwithstanding the foregoing:

- A. Any new construction must be completed in compliance all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire, the State Building Code and the Americans with Disabilities Act Standards for Accessible Design. All revised plans shall be submitted for approval by the Architectural Barrier-Free Design Committee and the local authority having jurisdiction (i.e. the Building Inspector).
- B. Prior to occupancy the Architectural Barrier-Free Design Committee shall be invited to conduct an accessibility site visit.

This recommendation is based upon the site-survey completed by Administrative Services and on the assurances of that agency's ADA Coordinator. The ABFDC Committee staff cannot survey all state leased properties. However, as a safeguard for the state against ADA litigation, and to assure access for the state's people with disabilities, random surveys are performed.

Respectfully submitted and approved by the Architectural Barrier-Free Design Committee,


Charles Sala
Executive Director
Designee as appointed by
Governor's Commission on Disability Chair

121 South Fruit Street, Suite 101, Concord, NH 03301-2412
Toll-Free NH: 800-852-3405 | 603-271-2773 | Fax: 603-271-2837 | Disability@nh.gov
www.nh.gov/disability

I, (insert name) Stephen H. Nedcau, of (insert Municipality name)
Belknap County, Do hereby certify to the following assertions:

- RESOLVED:** That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the County Administrator

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 in the appropriate names of individuals for each titled position)*

Municipality Mayor: _____

Municipality Clerk: Stephen H. Nedeau

Municipality Treasurer: Michael G. Muzzey

Clerk/Secretary (signature) Stephen H. [Signature]
In the State and County of: (State and County names) New Hampshire, Belknap County

ANGELA A. BOVILL, Notary Public
My Commission Expires September 3, 2018