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

Nicholas A. Toumpas  
Commissioner

Sheri L. Rockburn  
Chief Financial Officer

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

June 29, 2015

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

*Sole Source  
Retroactive*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **retroactive, sole source** amendment to the existing lease with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor #177467) for continued occupation by the Rochester District Office by increasing the price limitation in the amount of \$137,625.00 to \$2,847,812.50 from \$2,710,187.50 and by extending the term for up to six months from June 30, 2015 to December 31, 2015, effective retroactive to July 1, 2015 through December 31, 2015. Governor and Council approved the original lease on June 22, 2005, item #317A, amendment May 21, 2008, item #82, amendment June 23, 2010, item #92, amendment April 13, 2011, item #73 and amendment July 10, 2013, item #34. General Funds 60%, Federal Funds 40%.

Funds are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budget.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rent&Leases Other than State	\$256,500.00	\$ 0.00	\$256,500.00
SFY 2007	022-500248	Rent&Leases Other than State	\$261,000.00	\$ 0.00	\$261,000.00
SFY 2008	022-500248	Rent&Leases Other than State	\$265,937.50	\$ 0.00	\$265,937.50
SFY 2009	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2010	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2011	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2012	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2013	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2014	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2015	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2016	022-500248	Rent&Leases Other than State	\$ 0.00	\$137,625.00	\$137,625.00
Total			\$2,710,187.50	\$137,625.00	\$2,847,812.50

## EXPLANATION

This sole source amendment is being requested for the short term to provide continuity of Department services to the public in the Rochester area while finalizing the evaluation of the Rochester District Office. This amendment is retroactive due to current budget constraints that required the Department to review the current availability of services to clients in this catchment area and the evaluation of the district office as to function and efficiency; these tasks were not originally planned and now call for a possible major overhaul of the office, causing a delay in the process. The amendment reflects an increase in the term of the lease for up to six months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while reviewing these services, responding to program changes and evaluating the office. The Department will need up to six months to finalize this process.

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Rochester District Office location since 1995, currently housing eighty-four (84) employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is approximately \$15.00 per square foot gross for 18,000 square feet of office space and approximately \$3.00 per square foot gross for 1,750 square feet of storage space and remains the same for the amendment term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 19,750 square feet.

The original lease was competitively bid in December of 2004, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, resulting in a renewal lease. Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while evaluating the office.

The area serviced by the Rochester District Office is the entire Strafford County.

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

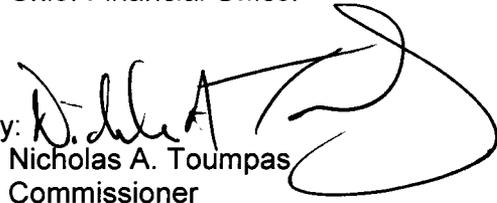
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Sheri L. Rockburn  
Chief Financial Officer

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

**DATE:** July 21, 2015

**SUBJECT:** Attached Retroactive Lease Amendment;  
Approval respectfully requested

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

**LESSEE:** Department of Health and Human Services, 129 Pleasant Street, Concord NH

**LESSOR:** City of Rochester, City Hall, 32 Wakefield Street, Rochester, NH 03867

**DESCRIPTION:** Retroactive Lease Amendment: Approval of the enclosed will retroactively authorize continued short term occupancy of the Departments' Rochester District Office comprised of 19,750 square feet of office and storage space located at 150 Wakefield Street, Rochester, NH. During the extended term the Department will review how to best respond to budget constraints while also efficiently providing services to clients in the catchment area.

**TERM:** Six (6) month term extension: commencing retroactive to July 1, 2015 ending December 31, 2015.

**RENT:** Current annual rent of \$275,250 (combined office/Storage space rate of \$13.94 per SF) to remain unchanged (0% escalation) payable as \$22,937.50 monthly

**JANITORIAL:** included in annual rent  
**UTILITIES:** included in annual rent

**TOTAL COST:** Not to exceed six (6) months: \$137,625.00

**PUBLIC NOTICE:** Sole Source amendment of current contract, however any subsequent long term lease will conform to "Public Notice" and RFP requirements.

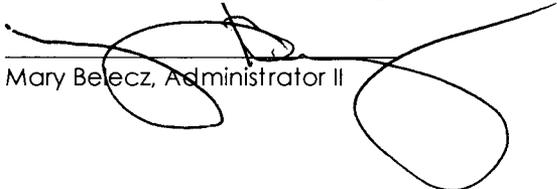
**CLEAN AIR PROVISIONS:** Not applicable to the amended lease.

**BARRIER-FREE DESIGN COMMITTEE:** Approval/review not required for the amended lease.

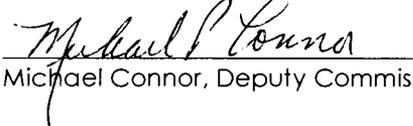
**OTHER:** Approval of the enclosed is recommended

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

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner

**LEASE SPECIFICS**

Landlord:	City of Rochester City Hall, 31 Wakefield Street Rochester, New Hampshire 03867
Location:	150 Wakefield Street Rochester, New Hampshire 03867
Monthly Rent:	Year 1 \$22,937.50
Square Footage:	19,750
Square Foot Rate:	Year 1 \$15.00 – Office space Year 1 \$ 3.00 – Storage space
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2015 through December 31, 2015
Total Rent:	\$137,625.00

## AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, June 17, 2015 2015 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Rochester, (hereinafter referred to as the "Landlord") with a place of business at City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 19,750 square feet of space located at 150 Wakefield Street, Rochester, New Hampshire which was first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A, amendment approved May 21, 2008, item #82, amendment approved June 23, 2010, item #92, amendment approved April 13, 2011, item #73, and amendment approved July 10, 2013, item #34 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 review of the current availability of services to clients in this catchment area and the evaluation of the district office as to function and efficiency, and;

The Tenant will need up to six (6) months to review these services, respond to program changes and evaluate the office, however, the Agreement expires well in advance of this, and;

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

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

### Amendment of Agreement:

**3.1 Term:** The expiration date of the current agreement, June 30, 2015 is hereby amended to terminate up to six (6) months thereafter, December 31, 2015.

- a) After the initial two (2) months of the amended Term the Tenant shall have the right to early termination of this Agreement; in such instance the Landlord shall be served no less than thirty (30) days advance written notice of Tenant's decision and the date upon which the Premise shall be vacated. In the instance of early termination the Tenant shall make their final monthly rental payment to the Landlord no later than thirty (30) days after the termination date.

Initials: DeW  
Date: 6-17-15

**4.1 Rent:** The current annual rent of \$275,250.00 (18,000 square feet of office space at approximately \$15.00 per square foot and 1,750 square feet of storage space at approximately \$3.00 per square foot), will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,937.50, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2015 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 1<sup>st</sup> day of each month during the amended term unless the term is earlier terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$137,625.00.

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

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

Initials: DWP  
Date: 6-17-15

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

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

Date: 7/10/15

By [Signature]  
Sheri L. Rockburn, Chief Financial Officer

**LANDLORD:** City of Rochester

Date: June 17, 2015

By [Signature]  
Daniel W. Fitzpatrick, City Manager, City of Rochester

Acknowledgement: State of NH, County of Strafford.

On (date) June 17, 2015, before the undersigned officer, personally appeared Dan Fitzpatrick, 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: January 25, 2017 Seal:

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

KELLY A. WALTERS  
Notary Public - New Hampshire  
My Commission Expires January 25, 2017

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

By: [Signature], Assistant Attorney General, on 7/14/15.

**Approval by the New Hampshire Governor and Executive Council:**

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

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Office Space Payment</i>	<i>Storage Space Payment</i>	<i>Total Payment</i>	<i>Fiscal Year Total</i>
2016	7/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
<i>Total Rent</i>					<u>\$ 137,625.00</u>

Initials: *[Signature]*  
Date: 6-17-15



## CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> City of Rochester 31 Wakefield Street Rochester, NH 03867	<i>Member Number:</i> 280	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
General Aggregate				\$ 5,000,000	
Fire Damage (Any one fire)					
Med Exp (Any one person)					
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2015	7/1/2016	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> Statutory	
Each Accident				\$2,000,000	
Disease – Each Employee				\$2,000,000	
Disease – Policy Limit					
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	7/1/2015	7/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  By: <i>Tammy Deaver</i>  Date: 6/18/2015    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			



[View assistance for Search Results](#)

# Search Results

**Current Search Terms: City\* of rochester\* NH**

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

## Glossary

### Search Results

Entity

Exclusion

### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.32.20150626-1050

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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**COPY**

7/10/13

# 34



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

Nicholas A. Toumpas  
 Commissioner

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

Stephen J. Mosher  
 Chief Financial Officer

May 20, 2013

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **sole source, retroactive** amendment to the existing lease with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor #177467) for continued occupation by the Rochester District Office by increasing the price limitation in the amount of \$550,500.00 to \$2,710,187.50 from \$2,159,687.50 and by extending the term for up to twenty-four months from June 30, 2013 to June 30, 2015, effective retroactive to July 1, 2013 and to end June 30, 2015. Governor and Council approved the original lease on June 22, 2005, item #317A, amendment May 21, 2008, item #82, amendment June 23, 2010, item #92, and amendment April 13, 2011, item #73. Funds are anticipated to be available in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
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Total			\$2,159,687.50	\$550,500.00	\$2,710,187.50

**EXPLANATION**

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services have occupied this Rochester District Office location at 150 Wakefield Street since 1995 currently housing eighty-four employees. This request is submitted as a sole source amendment because it was

May 20, 2013

Page 2

determined to be a more cost effective way to secure the necessary office space for up to twenty-four months. The amendment is retroactive as the Rochester District Office was scheduled to close on its termination date of June 30, 2013 and consolidated with the Seacoast Office, a last minute decision was made to reevaluate consolidation of the District Offices and keep the Rochester District Office open.

The amendment reflects an increase in the term of the lease for up to twenty-four months. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving this catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices and will continue to evaluate and reassess the consolidation of the District Offices, based on population demographics, population segmentation, caseloads, advent of technology and other factors. The Department will need up to twenty-four (24) months to finalize the process and obtain authorization of a subsequent lease contract.

The lease rate is structured to be payable as a full gross lease, inclusive of real estate taxes, insurance, heat, electricity, janitorial services and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping).

The lease amendment provides the same terms and conditions as the original lease. The current rate is approximately \$15.00 per square foot gross for 18,000 square feet of office space and approximately \$3.00 per square foot gross for 1,750 square feet of storage space; the amended rates remains the same for the term. The square footage remains the same at 19,750 square feet.

The original lease was competitively bid in December of 2004, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, resulting in a renewal lease.

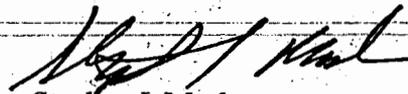
Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by this lease is the entire Strafford County.

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

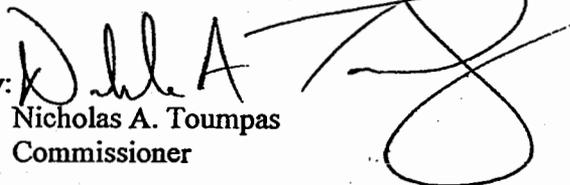
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher  
Chief Financial Officer

Approved by:



Nicholas A. Toumpas  
Commissioner

***LEASE SPECIFICS***

**Landlord:** City of Rochester  
City Hall, 31 Wakefield Street  
Rochester, New Hampshire 03867

**Location:** 150 Wakefield Street  
Rochester, New Hampshire 03867

**Monthly Rent:** Year 1 \$22,937.50  
Year 2 \$22,937.50

**Square Footage:** 19,750

**Square Foot Rate:** Year 1 \$15.00 – Office space  
Year 1 \$ 3.00 – Storage space  
Year 2 \$15.00 – Office space  
Year 2 \$ 3.00 – Storage space

**Janitorial:** Included in rent

**Utilities:** Included in rent

**Term:** Commencing July 1, 2013  
through June 30, 2015

**Total Rent:** \$550,500.00

**AMENDMENT**

This Agreement (hereinafter called the "Amendment") is dated, MAY 6, 2013 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Rochester, (hereinafter referred to as the "Landlord") with a place of business at City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 19,750 square feet of space located at 150 Wakefield Street, Rochester, New Hampshire which was first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A, amendment approved May 21, 2008, item #82, amendment approved June 23, 2010, item #92 and amendment approved April 13, 2011, item #73 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 review of the current availability of services to clients in this catchment area, and the finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

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

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

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

**Amendment of Agreement;**

**3.1 Term:** The expiration date of the current agreement, June 30, 2013 is hereby amended to terminate up to twenty-four (24) months thereafter, June 30, 2015. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: mta

Date: \_\_\_\_\_

**4.1 Rent:** The current annual rent of \$275,250.00 (18,000 square feet of office space at approximately \$15.00 per square foot and 1,750 square feet of storage space at approximately \$3.00 per square foot), will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,937.50, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2013 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 1<sup>st</sup> 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 \$550,500.00.

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

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

Initials: DWF  
Date: MAY 06 2013

DEPUTY SECRETARY OF STATE

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

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

Date: May 6, 2013

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

LANDLORD: City of Rochester

**MAY 06 2013**

Date: \_\_\_\_\_

By [Signature]  
Daniel W. Fitzpatrick, City Manager, City of Rochester

Acknowledgement: State of NH, County of Strafford  
On (date) May 6, 2013, before the undersigned officer, personally appeared Daniel W. Fitzpatrick, 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]

KELLY A. WALTERS

Commission expires: Notary Public - New Hampshire  
My Commission Expires January 26, 2017 Seal:

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

\_\_\_\_\_

KELLY A. WALTERS  
Notary Public - New Hampshire  
My Commission Expires January 26, 2017

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

By: [Signature], Assistant Attorney General, on 11 Jun 2013  
Jeanne F. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on JUL 10 2013

**DEPUTY SECRETARY OF STATE**

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Office Space Payment</i>	<i>Storage Space Payment</i>	<i>Total Payment</i>	<i>Fiscal Year Total</i>
2014	7/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	<u>\$ 275,250.00</u>
2015	7/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	<u>\$ 275,250.00</u>
<b>Total Rent</b>		<b>\$540,000.00</b>	<b>\$ 10,500.00</b>		<u><b>\$ 550,500.00</b></u>

Initials: duf  
Date: MAY 06 2013

## CERTIFICATE OF COVERAGE

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

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

<b>Participating Member:</b> City of Rochester <b>Member Number:</b> 017-070199 - 14		<b>Company Affording Coverage (the "Company"):</b>  Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage Description	Effective Date	Expiration Date	Limits	
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv. Injury	\$
			Med Exp. (any one person)	\$
			Products - Comp/Op Agg	\$
			Fire Damage (each fire)	\$ /
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A)  <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement	
<input type="checkbox"/> <b>Workers' Compensation (Coverage A)</b> Employers' Liability (Coverage B)			Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.				

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

<input type="checkbox"/> <b>Additional Covered Party</b> <input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b> State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street  Concord NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative  Date Issued: <u>6/12/2013</u>	Please direct inquiries to:  Debra A. Lewis 603.224.7447 x3332

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

## CERTIFICATE OF COVERAGE

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

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

<b>Participating Member:</b> City of Rochester <b>Member Number:</b> 017-070199 - 13		<b>Company Affording Coverage (the "Company"):</b>  Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits <i>(subject to applicable NH statutory limits)</i>
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products - Comp/Op Agg \$
			Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
<b>Description:</b> Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.			

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

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>	
<b>Certificate Holder:</b> State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street  Concord NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative  Date Issued: <u>7/17/2012</u>
Please direct inquiries to:  Debra A. Lewis 603.224.7447 x3332	

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

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Kelly Walters, of (insert Municipality name) the City of Rochester, do hereby certify to the following assertions:

1. I am a duly appointed 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) City charter as amended on 9/6/12

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) City Manager Daniel Fitzpatrick

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

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

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

Municipality Mayor: Thomas J. Jean

Municipality Clerk: Kelly Walters

Municipality Treasurer: Blaine Cor

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) May 14, 2013

Clerk/Secretary (signature) Kelly Walters

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

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NEW Hampshire, COUNTY OF: Strafford UPON THIS DATE (insert full date) May 14, 2013

, appeared before me (print full name of notary) Marcia H. Roddy, the undersigned officer personally appeared (insert officer's name)

Kelly Walters

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

City Clerk,

City of Rochester

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 name of the Municipality.

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

Marcia H. Roddy

## Search Results

**Current Search Terms: City\* of rochester\* New\* hampshire\***

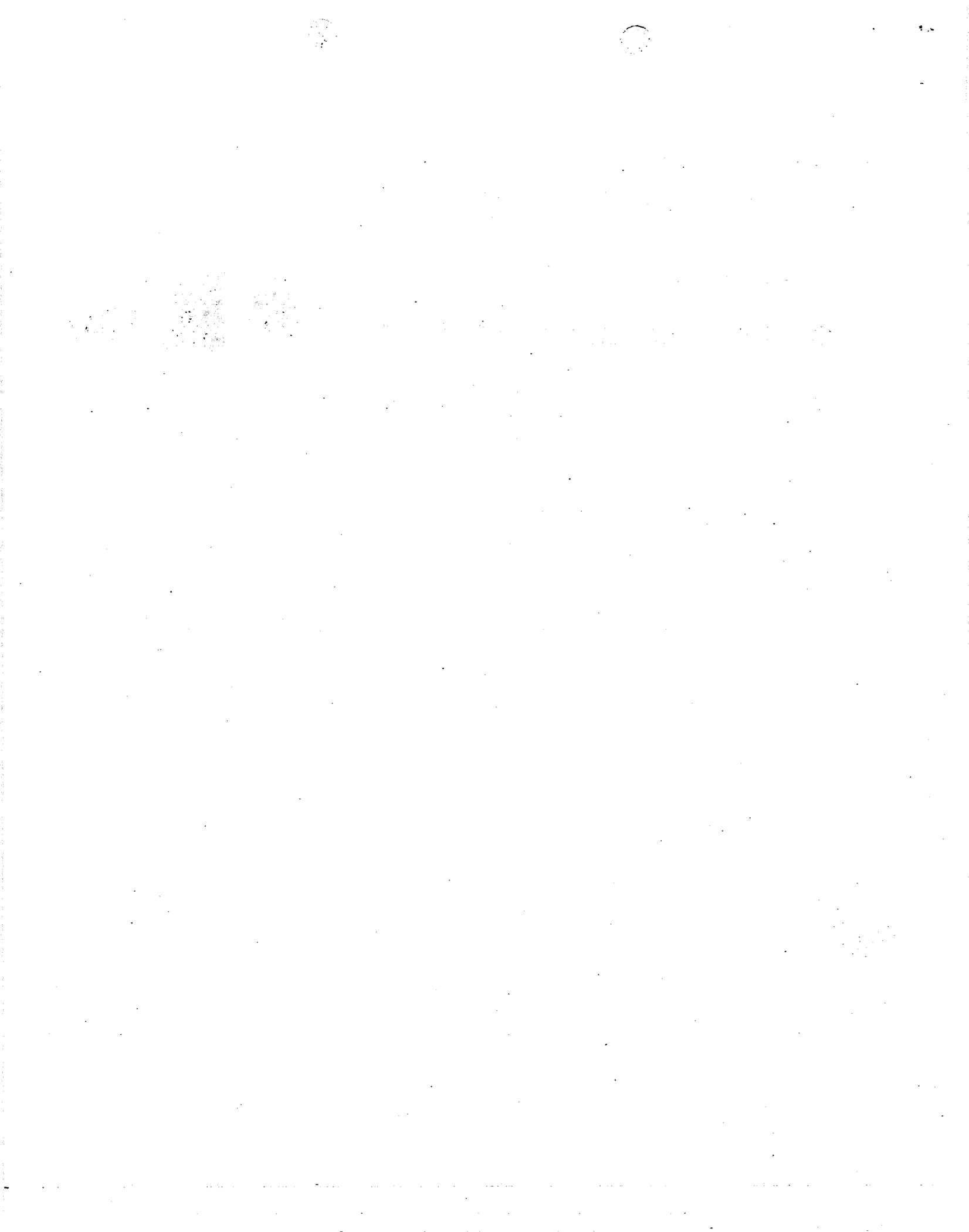
**No records found for current search.**

**SAM | System for Award Management 1.0**

IBM v1.970.20130522-1640

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.







4/13/2011  
#73

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

**COPY**

Nicholas A. Toumpas  
Commissioner

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

James P. Fredyma  
Controller

March 2, 2011.

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS) to enter into a sole source amendment to the existing lease with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor #177467) for continued occupation by the Rochester District Office by increasing the price limitation in the amount of \$550,500.00 to \$2,159,687.50 from \$1,609,187.50 and by extending the term for up to twenty-four months from June 30, 2011 to June 30, 2013, effective July 1, 2011 or upon Governor and Council approval, whichever is later, through June 30, 2013. Governor and Council approved the original lease on June 22, 2005, item #317A, amendment on May 21, 2008, item #82, and amendment on June 23, 2010, item #92. Funds are anticipated to be available in SFY 2012 and SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rent&Leases Other than State	\$256,500.00	\$ 0.00	\$256,500.00
SFY 2007	022-500248	Rent&Leases Other than State	\$261,000.00	\$ 0.00	\$261,000.00
SFY 2008	022-500248	Rent&Leases Other than State	\$265,937.50	\$ 0.00	\$265,937.50
SFY 2009	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2010	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2011	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2012	022-500248	Rent&Leases Other than State	\$ 0.00	\$275,250.00	\$275,250.00
SFY 2013	022-500248	Rent&Leases Other than State	\$ 0.00	\$275,250.00	\$275,250.00
Total			\$1,609,187.50	\$550,500.00	\$2,159,687.50

**EXPLANATION**

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Rochester District Office location at 150 Wakefield Street since 1995 currently housing eighty-four employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to twenty-

four months. This amendment also provides an early termination clause that allows the Department the right of "early termination" of the term, after the initial twelve (12) months of the term has passed. The Department may exercise the option by delivering written notification to Landlord 60 days in advance of the desired termination date.

The amendment reflects an increase in the term of the lease for up to twenty-four months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Rochester District Office catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twenty-four (24) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current rate is 18,000 square feet of office space at approximately \$15.00 per square foot gross and 1,750 square feet of storage space at approximately \$3.00 per square foot gross; the amended rate remains the same for the term. The square footage remains the same at 19,750 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Foster Daily Democrat on December 9, 10, and 16, 2004. In addition, the current Landlord, Rochester area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The City of Rochester provided the only response to the RFP. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

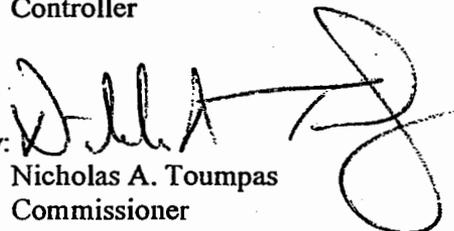
The area served by this lease is the entire Strafford County.

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

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

Respectfully submitted,

  
James P. Fredyna  
Controller

Approved by:   
Nicholas A. Toumpas  
Commissioner

**LEASE SPECIFICS**

<b>Landlord:</b>	City of Rochester City Hall, 31 Wakefield Street Rochester, New Hampshire 03867
<b>Location:</b>	150 Wakefield Street Rochester, New Hampshire 03867
<b>Monthly Rent:</b>	Year 1 \$22,937.50 Year 2 \$22,937.50
<b>Square Footage:</b>	19,750
<b>Square Foot Rate:</b>	Year 1 \$15.00 – Office space Year 1 \$ 3.00 – Storage space Year 2 \$15.00 – Office space Year 2 \$ 3.00 – Storage space
<b>Janitorial:</b>	Included in rent
<b>Utilities:</b>	Included in rent
<b>Term:</b>	Commencing July 1, 2011 through June 30, 2013
<b>Total Rent:</b>	\$550,500.00

## **AMENDMENT**

This Agreement (hereinafter called the "Amendment") is dated, 3/1/2011, 2011 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Rochester, (hereinafter referred to as the "Landlord") with a place of business at City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 19,750 square feet of space located at 150 Wakefield Street, Rochester, New Hampshire which was first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A, an amendment approved May 21, 2008, item #82 and amendment approved June 23, 2010, item #92 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

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

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

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

### **Amendment of Agreement;**

**3.1 Term:** The expiration date of the current agreement, June 30, 2011 is hereby amended to terminate up to twenty-four (24) months thereafter, June 30, 2013. Tenant shall have the right of "early termination" of the term, after the initial twelve (12) months of the term have passed. Tenant may exercise their option for "early termination" by delivering to Landlord, 60 days in advance of their desired termination date, written notification at the address above. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

initial *[Signature]*

**4.1 Rent:** The current annual rent of \$275,250.00 (18,000 square feet of office space at approximately \$15.00 per square foot and 1,750 square feet of storage space at approximately \$3.00 per square foot), will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,937.50, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2011 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> 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 \$550,500.00.

**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.

*RHS*  
initial

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

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

Date: 3/3/11

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

LANDLORD: City of Rochester

Date: 3/1/2011

By Robert D. Steele  
Robert D. Steele, City Manager, City of Rochester

Acknowledgement: State of New Hampshire County of Strafford  
On (date) 3/1/2011, before the undersigned officer, personally appeared  
Robert D. Steele, 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: Sheryl L. Eisenberg  
SHERYL L. EISENBERG, Notary Public  
My Commission Expires April 4, 2012

Commission expires: Seal:

Name and title of Notary Public or Justice of the Peace (please print):  
Sheryl L. Eisenberg

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

By: Jeanne P. Herrick, Assistant Attorney General, on March 25, 2011

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on APR 13 2011

**DEPUTY SECRETARY OF STATE**

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Office Space Payment</u>	<u>Storage Space Payment</u>	<u>Total Payment</u>	<u>Fiscal Year Total</u>
2012	7/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
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	10/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	\$ 275,250.00
2013	7/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	\$ 275,250.00
<b>Total Rent</b>		\$ 540,000.00	\$ 10,500.00	\$ 550,500.00	\$ 550,500.00

initial *KQ*

## CERTIFICATE OF COVERAGE

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

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

<b>Participating Member:</b> City of Rochester <b>Member Number:</b> 017-070199 - 11		<b>Company Affording Coverage (the "Company"):</b>  Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NFJ statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2010	6/30/2011	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv. Injury	\$
			Med Exp. (any one person)	\$
			Products - Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A)  <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2010	6/30/2011	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2010	6/30/2011	\$ Per scheduled limits and Member Agreement	
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.				

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

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b> State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street  Concord NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>6/9/2010</u>	Please direct inquiries to:  Debra A. Lewis 603 224.7447 x305

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

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Sheryl L. Eisenberg, of (insert Municipality name) the City of Rochester, Do hereby certify to the following assertions:

- 1. I am a duly appointed 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) City Charter as amended on 9/14/2004

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) City Manager Bob D. Steele, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

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

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

Municipality Mayor: Thomas J. Jean
Municipality Clerk: Sheryl L. Eisenberg
Municipality Treasurer: Blaine Cox

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) March 1, 2011
Clerk/Secretary (signature) Sheryl L. Eisenberg
In the State and County of: (State and County names) Stratford, New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NH
3/1/2011, COUNTY OF: Stratford UPON THIS DATE (insert full date) 3/1/2011, appeared before me (print full name of notary) Kelly A. Walters, the undersigned officer personally appeared (insert officer's name) Robert D. Steele who acknowledged him/herself to be (insert title, and the name of municipality) City manager 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 name of the Municipality.

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

KELLY A. WALTERS, Notary Public
My Commission Expires: December 12, 2011

# EPLS

Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : City of Rochester  
as of 15-Feb-2011 9:48 AM EST**

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**Your search returned no results.**



6/23/10  
#92

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

COPY

Nicholas A. Toumpas  
Commissioner

James P. Fredyma  
Controller

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

May 28, 2010

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS) to amend the existing lease with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor #177467) for continued occupation by the Rochester District Office by increasing the price limitation in the amount of \$275,250.00 to \$1,609,187.50 from \$1,333,937.50 and by extending the term for up to twelve months from June 30, 2010 to June 30, 2011, which changes the lease to a sole source lease, effective July 1, 2010 or upon Governor and Executive Council approval, whichever comes first. Governor and Council approved the original lease on June 22, 2005, item #317A, and amendment on May 21, 2008, item #82. Funds are available in the following account for SFY 2011.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rent&Leases Other than State	\$256,500.00	\$ 0.00	\$256,500.00
SFY 2007	022-500248	Rent&Leases Other than State	\$261,000.00	\$ 0.00	\$261,000.00
SFY 2008	022-500248	Rent&Leases Other than State	\$265,937.50	\$ 0.00	\$265,937.50
SFY 2009	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2010	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2011	022-500248	Rent&Leases Other than State	\$ 0.00	\$275,250.00	\$275,250.00
Total			\$1,333,937.50	\$275,250.00	\$1,609,187.50

**EXPLANATION**

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Rochester District Office location at 150 Wakefield Street since 1995 currently housing eighty-four employees.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Rochester District Office catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twelve (12) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current rate is 18,000 square feet of office space at approximately \$15.00 per square foot gross and 1,750 square feet of storage space at approximately \$3.00 per square foot gross; the amended rate remains the same for the term. The square footage remains the same at 19,750 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Foster Daily Democrat on December 9, 10 and 16, 2004. In addition, the current Landlord, Rochester area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The City of Rochester provided the only response to the RFP. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

The area serviced by this lease is the entire Strafford County.

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

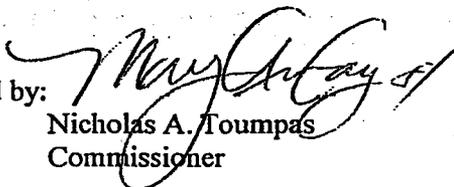
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma  
Controller

Approved by:



Nicholas A. Toumpas  
Commissioner

**LEASE SPECIFICS**

<b>Landlord:</b>	City of Rochester City Hall, 31 Wakefield Street Rochester, New Hampshire 03867
<b>Location:</b>	150 Wakefield Street Rochester, New Hampshire 03867
<b>Monthly Rent:</b>	\$22,937.50
<b>Square Footage:</b>	19,750
<b>Square Foot Rate:</b>	\$15.00 – Office space \$3.00 – Storage space
<b>Janitorial:</b>	Included in rent
<b>Utilities:</b>	Included in rent
<b>Term:</b>	Commencing July 1, 2010 through June 30, 2011
<b>Total Rent:</b>	\$275,250.00

## AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 5/19/ 2010 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Rochester, (hereinafter referred to as the "Landlord") with a place of business at City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A, an amendment approved May 21, 2008, item #82 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

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

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

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

### Amendment of Agreement:

**3.1 Term:** The expiration date of the current agreement, June 30, 2010 is hereby amended to terminate twelve (12) months thereafter, June 30, 2011. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

**4.1 Rent:** The current annual rent of \$275,250.00 (18,000 square feet of office space at approximately \$15.00 per square foot and 1,750 square feet of storage space at approximately \$3.00 per square foot), will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,937.50, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2010 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 1<sup>st</sup> 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 \$275,250.00.

initial 

**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.

initial

A handwritten signature or set of initials, possibly 'JS', written in black ink.

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

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

Date: 6/1/10

By: [Signature]  
David S. Clapp, Bureau Chief, BFAM

LANDLORD: City of Rochester

Date: 5-19-10

By: [Signature]  
John Scruton, City Manager, City of Rochester

Acknowledgement: State of New Hampshire, County of Strafford.  
On (date) May 19, 2010, before the undersigned officer, personally appeared  
John Scruton, 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: Aug. 31, 2010



Name and title of Notary Public or Justice of the Peace: Marcia H. Roddy

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

By: [Signature], Attorney  
Rebecca L. Woodard, Assistant Attorney General, on 6/8/10

**Approval by the New Hampshire Governor and Executive Council:**

By: [Signature], on JUN 23 2010

**DEPUTY SECRETARY OF STATE**

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Original Payment</i>	<i>Additional Space Payment</i>	<i>Total Payment</i>	<i>Fiscal Year Total</i>
2011	7/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
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	3/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	\$ 275,250.00
<i>Total Rent</i>		\$ 270,000.00	\$ 5,250.00	\$ 275,250.00	

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Sheryl L. Eisenberg, of (insert Municipality name) the City of Rochester, Do hereby certify to the following assertions:

- 1. I am a duly appointed 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) City Charter as amended on Sept. 14, 2004

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

\_\_\_\_\_ providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) City Manager

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

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

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

Municipality Mayor: Thomas J. Jean  
 Municipality Clerk: Sheryl L. Eisenberg  
 Municipality Treasurer: Roland Connors

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) May 20, 2010  
 Clerk/Secretary (signature) Sheryl L. Eisenberg  
 In the State and County of: (State and County names) Stratford, New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, COUNTY OF: Stratford UPON THIS DATE (insert full date) 5/20/10, appeared before me (print full name of notary) Kelly A. Walters, the undersigned officer personally appeared (insert officer's name) John Scruton

who acknowledged him/herself to be (insert title, and the name of municipality) City Manager for the City of Rochester 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 name of the Municipality.

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

## CERTIFICATE OF COVERAGE

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

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

<b>Participating Member:</b> City of Rochester <b>Member Number:</b> 017-070199 - 10		<b>Company Affording Coverage (the "Company"):</b>  Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2009	6/30/2010	Each Occurrence \$ 5,000,000 General Aggregate \$ _____ Personal & Adv Injury \$ _____ Med Exp (any one person) \$ _____ Products - Comp/Op Agg \$ _____ Fire Damage (each fire) \$ _____
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2009	6/30/2010	Each Occurrence \$ 5,000,000 Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage (per accident) \$ _____
<input type="checkbox"/> <b>Excess Liability</b>			Each Occurrence \$ N/A Aggregate \$ N/A
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2009	6/30/2010	\$ Per scheduled limits and Member Agreement
<input type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>			Coverage A: Statutory Gov. B: Each Accident \$ 2,000,000 Disease - Each Employee \$ 2,000,000 Disease - Policy Limit \$ 2,000,000
<b>Description:</b> Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.			
<b>CANCELLATION:</b> If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.			
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.			
<b>Certificate Holder:</b> State of New Hampshire  Dept. of Health & Human Services 105 Pleasant Street-Attn: Leon Smith Concord NH 03301		<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>5/18/2010</u>	
		Please direct inquiries to:  Debra A. Lewis 603 224.7447 x305	

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

# EPLS

## Excluded Parties List System

**Search Results Excluded By  
Exact Name : City of Rochester  
as of 04-May-2010 4:15 PM EDT**

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**Your search returned no results.**



DEPARTMENT OF HEALTH AND HUMAN SERVICES

#82

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

**COPY**

Nicholas A. Toumpas  
Commissioner

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

James P. Fredyma  
Controller

April 8, 2008

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to amend the existing lease for additional supply/storage space with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor # 20158), by increasing the lease in the amount of \$10,937.50 to \$1,333,937.50 from \$1,323,000.00, effective June 1, 2008. Governor and Council approved the original lease on June 22, 2005, item #317A. Funds are available in the following account for SFY 2008 and SFY 2009 and are anticipated to be available in SFY 2010 upon the availability and continued appropriation of funds in the future operating budgets.

Account 010-095-5685-022-0248

Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	\$256,500.00	\$ 0.00	\$256,500.00
SFY 2007	\$261,000.00	\$ 0.00	\$261,000.00
SFY 2008	\$265,500.00	-\$ 437.50	\$265,937.50
SFY 2009	\$270,000.00	\$ 5,250.00	\$275,250.00
SFY 2010	\$270,000.00	\$ 5,250.00	\$275,250.00
Total	\$1,323,000.00	\$10,937.50	\$1,333,937.50

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this location since 1995, currently housing eighty-one employees.

The amendment is requested to increase space for the District Office to accommodate for the expansion of the file room. The current file room is inadequate for current file storage. The relocation of the supply/storage room will allow the District Office to increase the capacity for an additional 20 file cabinets. Currently files are located in boxes on the floor and on the top of the

existing file cabinets. The additional space will allow for the relocation of the supply/storage room, therefore, allowing for the expansion of the existing file room to accommodate the 20 additional files needed to house the current filing needs.

The Landlord will provide improvements to the new supply/storage space at no cost to the Department. The improvements include painting of the walls in the color to match the existing office space, new carpet in the space and the repair/replacement of broken/damaged and missing ceiling tiles as necessary.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$14.75 per square foot gross; the new space is fixed for the remaining term of the lease at \$3.00 per square foot gross. The lower rate is due to the usage designated to supply and/or storage and not for office space. The amendment increases the square footage by 1,750 square feet for a total square footage of 19,750 square feet. The current requirement for calculating square footage needed for a district office is based on a factor of approximately 250 square feet per person. Inclusive of the additional space, the square footage for the District Office equates to approximately 243 square feet per person, which remains below the current requirements for a district office.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the Manchester Union Leader/NH Sunday News and the Foster Daily Democrat in December 2004. The Commercial Investment Board of Realtors and interested property owners were also notified by direct mail. The RFP was posted on the Department of Administrative Services and DHHS web sites. The City of Rochester was the only viable respondent to the solicitation, therefore, the selected landlord.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment.

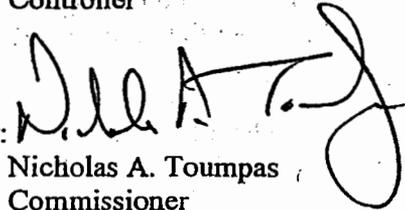
The area serviced by the Rochester District Office is Strafford County.

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

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

Respectfully submitted,

  
James P. Fredyma  
Controller

Approved by:   
Nicholas A. Toumpas  
Commissioner

## AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, March 21, 2008 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the Tenant) and the City of Rochester (hereinafter referred to as the "Landlord") with a place of business at 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A 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 in agreement that the Tenant will lease an additional 1,750 useable square feet, contiguous to the Tenant's existing space. The additional space to be used as supply/storage space only, reflecting the rate of \$3.00 per square foot. Landlord agrees to paint the walls the color to match existing office space, Landlord to provide new flooring, either VCT or Carpet, at the discretion of Landlord; Landlord to repair/replace broken/damaged and missing ceiling tiles as necessary; and

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:**

**2. Demise of the Premises:** The demise of the premises' current 18,000 square feet is hereby amended to increase the square footage by adding 1,750 square feet for a total square footage of 19,750 square feet.

**4.1 Rent:** The current annual rent will be increased by \$5,250.00 (approximately \$3.00 per square foot) this shall be prorated to a monthly addition to rent of \$437.50, this equates to a total monthly rent of \$22,562.50. The first monthly installment shall be due and payable June 1, 2008. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$1,333,937.50.



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

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



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

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

Date: 4/9/08

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

LANDLORD: City of Rochester

Date: 3-21-08

By John Scruton  
(Authorized Signature) John Scruton, City Manager

Acknowledgement: State of New Hampshire, County of Stafford

On (date) 3/21/08, before the undersigned officer, personally appeared John Scruton, 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: Sheryl L. Eisenberg

Commission expires: April 4, 2012 Seal:

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

Sheryl L. Eisenberg, Notary Public.

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

By: [Signature], Assistant Attorney General, on 5/1/08

**Approval by the New Hampshire Governor and Executive Council:**

By: [Signature], on MAY 21 2008

**DEPUTY SECRETARY OF STATE**

**EXHIBIT A**

The Demise of Premises for the Tenant (Department of Health and Human Services) shall be a total of 19,750 useable square feet of space, inclusive of an additional 1,750 square feet, as shown on the attached plan titled: "Exhibit A1, Demise of Premises – Floor Plan".



6/22/05  
# 317A



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

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

John A. Stephen  
Commissioner

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

James P. Fredyma  
Controller

May 25, 2005

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a lease renewal agreement with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867, (Vendor #21058) in the amount of \$1,323,000.00, commencing July 1, 2005 or upon Governor and Executive Council approval, whichever is later, and to end sixty months thereafter on June 30, 2010. Funds are available in the following account.

Account 010-095-5685-022-0248

SFY 2006	\$ 256,500.00
SFY 2007	\$ 261,000.00
SFY 2008	\$ 265,500.00
SFY 2009	\$ 270,000.00
SFY 2010	\$ 270,000.00
Total	\$1,323,000.00

EXPLANATION

The purpose of this request is to enter into a lease renewal agreement with the City of Rochester. The Department has occupied its current lease space at 150 Wakefield Street since 1995 currently housing eighty-four employees, inclusive of the Division of Family Assistance, Division for Children Youth and Families, Office of Child Support and the Bureau of Elderly and Adult Services.

In December 2004, a space search was conducted through newspaper advertisements in the Manchester Union Leader/NH Sunday News and the Foster Daily Democrat (see attached ADVERTISING SCHEDULE). In addition, the current Lessor, Rochester area real estate agencies, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the WEB page and also the Department's WEB page for broadened exposure.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2005  
Page 2

The space search produced three letters of intent consisting of: the City of Rochester, the existing Landlord; Borovick Retirement Trust with 5 acres of useable land within a commercial/industrial park in Rochester, at 22 Nadeau Drive; and CB Richard Ellis, representing Rochester Industrial Real Estate, LLC, with property located at 36 Industrial Way in Rochester.

Following the receipt of the letters of intent, the Department met with each of the proposers to detail the needs of the Department and the process involved, inclusive of review of the standard state lease. Of the three letters of intent, Borovick Retirement Trust withdrew their name from the list of interested parties. Borovick Retirement stated that following a thorough review of the Department's specifications contained within the Request for Proposal, they would not be able to provide a completed facility ready for occupancy within the timeframe required.

CB Richard Ellis decided to pass on pursuing the RFP, stating that the owner had concerns with the use and the expense that is required to build the space specified and the fact that the State could terminate with a 30-day notice. The proposed building is being leased with some units sold as industrial condominiums. The Department of Health and Human Services' presence may not make for a comparable match to the other tenants or perspective condominium purchasers.

The City of Rochester provided the only response to the RFP, in addition provided an as is alternative. As the existing District Office accommodates the needs of the Department and the construction costs to renovate the District Office were high, the Department decided to proceed with the five year as is lease renewal.

The Department continued negotiations with the City and was able to reduce the original proposal for the term by \$13,500. The negotiated lease provides a gross lease rate of \$14.25 per square foot for the first year with less than 2% escalators for years two through four, no escalator for year five. The current lease rate is \$13.61 per square foot gross; the square footage remains the same at 18,000 square feet. There are no options to extend this lease renewal.

In addition, the Landlord is in the design phase of constructing new parking facilities at the Community Center, in which the District Office is housed. The construction will provide an increased total number of parking spaces from 239 spaces to 489 spaces and relocate parking for the Department's staff and clients to better suit the Rochester District Office needs. Common restrooms as currently configured are open directly to the corridor and as a result, odors are noticeable in the corridor. To address this concern, the restrooms on the second floor will have doors installed and a deodorizing system also installed. These improvements will be completed within the next few months by the Landlord. The Landlord is also working on developing a master plan for the interior of the building. Improvements include installing an additional elevator that meets current ADA standards, better signage to help visitors find the various agencies housed in the Community Center, and generally upgrading the facility. Renovation to the building would then be funded in a future Capital Improvement Plan.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2005  
Page 3

The renewal includes no additional moving expenses and provides continued uninterrupted services to clients. The lease renewal negotiated with the current Lessor provides the same terms and conditions as the original lease. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance.

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

Approval of this lease renewal will allow the Department to continue to provide services to the public in the Rochester Area.

The area served by this lease is the entire Strafford County.

Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across benefiting programs.

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

Respectfully submitted,



James P. Fredyma  
Controller

Approved by:   
John A. Stephen  
Commissioner

**LEASE SPECIFICS**

<b>Landlord:</b>	City of Rochester City Hall 31 Wakefield Street Rochester, New Hampshire 03867
<b>Location:</b>	150 Wakefield Street, Suite 22 Rochester Community Center Rochester, New Hampshire 03867
<b>Monthly Rent:</b>	Year 1 \$21,375.00 Year 2 \$21,750.00 Year 3 \$22,125.00 Year 4 \$22,500.00 Year 5 \$22,500.00
<b>Square Footage:</b>	18,000
<b>Square Foot Rate:</b>	Year 1 \$14.25 Year 2 \$14.50 Year 3 \$14.75 Year 4 \$15.00 Year 5 \$15.00
<b>Janitorial:</b>	Included in rent
<b>Utilities:</b>	Included in rent
<b>Term:</b>	Commencing July 1, 2005 through June 30, 2010.
<b>Total Rent:</b>	\$1,323,000.00

## ADVERTISING SCHEDULE

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### Request for Proposals

Wanted to rent in Rochester, NH for a five (5) to ten (10) year term, commencing no later than July 1, 2005, approximately 17,500 usable square feet of office space for the State's Department of Health and Human Services. The space offered must be renovated to meet State's programmatic specifications. In advance of submitting a Letter of Interest, please request a copy of these specifications by contacting Sharon Denoncourt, Department of Health and Human Services, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4846). This information may also be obtained by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on December 23, 2004.

The STATE OF NEW HAMPSHIRE reserves the right to reject any and all proposals.

#### **Ad Placement:**

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	<b>Run 1</b>	<b>Run 2</b>	<b>Run 3</b>
<b>The Manchester Union Leader/NH Sunday News</b>	Thursday 12/9/04	Friday 12/10/04	Thursday 12/16/04
Manchester, NH			
<b>Foster Daily Democrat</b>	Thursday 12/9/04	Friday 12/10/04	Thursday 12/16/04
Dover, NH			