

LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

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

11
Jm

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

January 29, 2013

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to amend a Lease Extension Agreement with the United States Postal Service, Englewood, CO 80266 (Vendor Code No. 169697) originally approved by Governor and the Executive Council November 19, 2008, item #42 and amended on March 30, 2011, item #16F, to add 408 square feet of space to the current 4,404 square foot demise of the Littleton Circuit Court (formerly the Littleton District Court) for a total of 4,812 square feet. The space addition will increase the current Lease Agreement by \$6,528, from \$140,040 to \$146,568. This agreement shall commence March 1, 2013 and expire on June 30, 2014. 100% Transfer Funds – transfer from AOC, Rent from Other Agencies.

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

	<u>FY 2013</u>	<u>FY2014</u>	<u>Total</u>
022-500248 Rent to Owners Non State Space	\$ 1,632	\$ 4,896	\$ 6,528

EXPLANATION

Approval of the enclosed 16-month Lease Amendment will authorize the Bureau of Court Facilities to add a 408 square foot conference room to the existing courthouse demise. The conference room recently became vacant and is located within the courthouse premises. In addition to the Court's need of a conference room, leasing the extra space also eliminates the possible security concern of a non-court entity renting the vacant space.

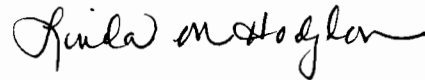
The current annual rate of approximately \$10.60 per square will remain in force for the 4,404 square feet of current courthouse space while the 408 square foot addition will carry a rate of approximately \$12.00 per square foot. This location continues to have one of the lowest

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301
Page 2 of 2

courthouse lease rates in the State. This rate includes the provision of all utilities, site maintenance and janitorial services.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", written in a cursive style.

Linda M. Hodgdon
Commissioner



LEASE AMENDMENT

LITTLETON MAIN OFFICE
134 MAIN STREET
LITTLETON, NH 03561-9998

AMENDMENT 001
FIN/SUB NO. 324590-G01

This refers to the Outlease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 09/17/2008, whereby there is outleased to STATE OF NEW HAMPSHIRE, hereinafter called the Lessee, office space in the above described postal facility.

WHEREAS the Lessee and Postal Service are willing to amend the Outlease Agreement as follows:

Exclusive use of Judge's Chamber, Library, Ante-Room, Judge's Stenographic Room and Room 204, containing a total of 4,812 square feet in the above Littleton Main Office.

Rental rates will increase as per below.

- **3/1/2013 – 6/30/2014** **\$51,576.00/year**

There is one remaining Renewal Option, which may be exercised if written notice is received by the Contracting Officer 120 days prior to the end of the fixed term. Rental rates will be as follows:

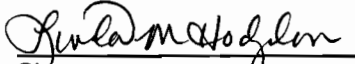
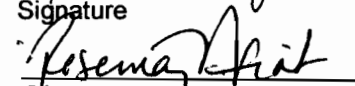
- **7/1/2014 – 6/30/2015** **\$54,542.88/year**
- **7/1/2015 – 6/30/2016** **\$54,694.17/year**
- **7/1/2016 – 6/30/2017** **\$54,850.00/year**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree to amend the Outlease as stated above effective **03/01/2013**.

Lessee is adding Room 204.

In all other respects, the Outlease shall remain the same and is hereby confirmed.

LESSEE:

	<u>Linda M. Hodgson</u>	<u>1/29/13</u>
Signature	Print Name & Title	Date
	<u>Rosemary Wiant</u>	<u>2-4-13</u>
Signature	Approved by: Dept. of Justice	Date

LESSOR:

Acceptance by the United States Postal Service:

Gabriel Benvenuto
Contracting Officer

Date

Approved by the New Hampshire Governor and Executive Council

7500 East 53rd Place, Room 1108
Denver, CO 80266
303-227-5677

Date

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

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

DATE: January 24, 2013

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Department of Administrative Services, Bureau of Court Facilities, 25 Capitol Street,
Concord, NH 03301

LESSOR: United States Postal Service, 7500 East 53rd Place, Rm 1108, Denver, CO 80266

DESCRIPTION: Lease Amendment Approval of the enclosed will authorize increasing space and subsequently increasing costs for the Littleton Circuit Court, which is located in part of the 2nd floor of the United States Post Office, 134 Main Street, Littleton NH. The current 4,404 square foot demise will be increased by 408 square feet by adding an available (former Tenant recently vacated) conference room located directly adjacent to the Court; the revised square footage will be 4,812 total. The Littleton Court needs a conference room and would also like to eliminate possible security concerns should a non-court compatible Tenant wish to rent this room in the future.

TERM: Sixteen (16) months, commencing March 1, 2013 ending June 30, 2014

OPTIONS: One option to extend the term for an additional three years

ANNUAL RENT: The rate for the current space will remain unchanged at \$10.60 per square foot while the rate for the new space has been set at \$12.00 per square foot; therefore the current annual rent of \$46,680 (approx. \$10.60 per SF) shall increase by \$4,896 to \$51,576 (approx. \$10.72 per SF)

JANITORIAL: Included in annual rent

UTILITIES: Included in annual rent

TOTAL COST: sixteen (16) months (\$4,298 per month) total \$68,768

PUBLIC NOTICE: Sole Source: Amendment of current contract

CLEAN AIR PROVISIONS: No "clean air" requirements are applicable to this amendment

BARRIER-FREE DESIGN COMMITTEE: Amendments do not require Committee review or comment

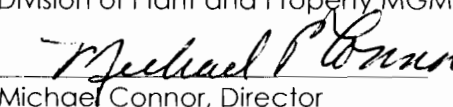
OTHER: Review of the enclosed is recommended

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

Approved by:
Division of Plant and Property MGMT


Mary Belec, Administrator II


Michael Connor, Director



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

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

Sarah
Item # 16F
GAC Meeting
3/30/11

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

March 10, 2011

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a three-year Lease Extension Agreement with the United States Postal Service, Englewood, CO (VC# 169697), for an amount not to exceed \$140,040, for courtroom and office space for the Littleton District Court, Littleton N.H. This agreement will commence July 1, 2011 and expire on June 30, 2014. **100% Transfer Funds from Administrative Office of the Courts (100% General Funds)**

Funding is available from the following account contingent upon availability and continued appropriations:

01-14-14-141510-2045 Bureau of Court Facilities

	<u>SFY'12</u>	<u>SFY'13</u>	<u>SFY'14</u>
500248 Rent to Owners Non State Space	\$46,680	\$ 46,680	\$46,680

EXPLANATION

The original Lease Agreement was approved by the Governor & Executive Council on November 19, 2008 item #42.

Approval of the enclosed three-year Lease Extension will authorize the Bureau of Court Facilities to continue renting the Littleton District Court. The terms of the enclosed Lease Extension were negotiated as part of the original Lease Agreement approved by the Governor & Executive Council on November 19, 2008.

The current annual rate of approximately \$10.00 per square foot shall increase to \$10.60 per square foot (which is approximately 6%). This rate will remain flat for the three year term. Overall, the rental rate for this Court has increased only 1% annually for the past six years and continues to have one of the lowest courthouse lease rates in the state. This rate includes the provision of all utilities, site maintenance and janitorial services.

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

Respectfully submitted,

Linda M. Hodgdon
Commissioner

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120

Concord, New Hampshire 03301

2008 SEP 21 AM 11:02

#42
GIC 11/19/08

LINDA M. HODGDON
Commissioner
(603) 271-3201

September 22, 2008

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

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a three-year lease agreement with the United States Postal Service, 160 Inverness Drive West, Suite 400, Englewood, CO 80112-5005 (Vendor Code # 24319) providing office and courtroom space for the Littleton District Court located on the 2nd floor of the Post Office, 134 Main Street, Littleton, New Hampshire 03561. The lease agreement will commence retroactively on July 1, 2008 and expire June 30, 2011. The three-year total shall not exceed \$132,120.00.

Funds are available from the following account: 010-014-2045-022-0248
100% Transfer funds (Transfer from AOC) (Rents from other Agencies)

FY 2009	\$44,040.00
FY 2010	\$44,040.00*
FY 2011	\$44,040.00*

* Contingent upon available funding.

Further authorize the Department of Administrative Services, Bureau of Court Facilities, to waive compliance with RSA 10:B for this location.

EXPLANATION

Approval of the enclosed three-year lease agreement will authorize the Bureau of Court Facilities to continue renting the Littleton District Court comprised of approximately 4,404 square feet of office space. The original contract was approved by Governor and Council on March 8, 2008 (item #10). The annual rent for the Court shall be \$44,040.00, which is approximately \$10.00 per square foot. Provision of all utilities, site maintenance and janitorial services are included in the annual rent.

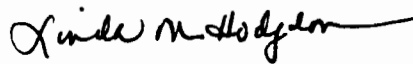
In making this application for suspension and waiver of enforcement of Clean Indoor Air requirements, the Department of Administrative Services knows of no outstanding air quality complaints within the premises, which are in reasonably good repair and sound construction. The cost of testing imposes a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

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

The enclosed request is retroactive due to the following: The lease agreement was successfully negotiated with the Landlord to include terms and conditions (renovations) requested by the Architectural Barrier-Free Design Committee and coordinated with the State's Division of Historical Resources, submitted in early June for review and approval by the Department of Justice ("DOJ") anticipating submittal to Governor and Executive Council ("G&C") thereafter. The lease agreement was returned by the DOJ to our Department on June 6, 2008 requesting changes to certain terms and conditions, which were subsequently presented to the USPS (Landlord) on June 13, 2008 for their review and consideration. The USPS responded on July 21, 2008 providing their own attorney's analysis of the language and rationale why the requested changes were unnecessary. Due to the legal nature of the language in discussion, direct assistance from DOJ was needed with the negotiations, with the two representative attorney's working with each other until mutual agreement was finally achieved on September 15, 2008. The agreement has been expedited to the greatest extent possible thereafter for submission to G&C for authorization.

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

Respectfully submitted,



Linda M. Hodgdon
Commissioner

Cc: Steve Lorentzen, Bureau of Court Facilities
Mary Belec, Bureau of Planning & Management
Mike Connor, Division of Plant & Property Management

Facility Name/Location

Main Post Office
Littleton, NH 03561-9998

Finance/Sublocation No.

324590-G01

Project No.

THIS OUTLEASE, by and between the UNITED STATES POSTAL SERVICE, hereinafter called Lessor, and STATE OF NEW HAMPSHIRE, hereinafter called the Lessee, whose address is 25 Capitol St., Rm. 109, Concord, New Hampshire 03301-6312, to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.

THEREFORE, for and in consideration of the rents, covenants and agreements hereinafter contained on the part of Lessee to pay, keep, and perform, Lessor does hereby let and demise unto Lessee and Lessee hereby outleases from Lessor, the following described Premises:

Exclusive use of Judge's Chamber, library, ante-room, and Judge's stenographic room, all containing approximately 4,404 square feet located in the Main Post Office, Littleton, New Hampshire.

TO HAVE AND TO HOLD the Premises with their appurtenances for a fixed term beginning July 1, 2008, and ending June 30, 2011, for a total of three (3) years.

- 1. Rental:** Lessee shall pay the Lessor an annual rent of \$44,040.00.

Forty-four Thousand Forty and 00/100 Dollars

payable at a rate of \$3,670.00 per month in advance. All payments shall be made payable to the USPS Disbursing Officer, United States Postal Service, and contain the following identification number: 324590-G01. The first and last month's rental is due in advance and must be made payable to the Disbursing Officer, USPS and submitted to the Contracting Officer along with signed copies of this agreement. All subsequent rental payments are due and payable on the 1st of each month and should be delivered to the Accounting Service Center, US Postal Service, Disbursing Office, P.O. Box 21888, Eagan MN 55121-0888.

- 2. Renewal Option(s):** This Agreement may be renewed at the option of the Lessee, provided written notice is received by the Contracting Officer 120 days prior to the end of the fixed term and each and every renewal term thereafter for the following separate and consecutive terms at the following annual rentals:

One 3-year at \$46,680.00 per year beginning July 1, 2011 and ending June 30, 2014

One 3-year at \$49,500.00 per year beginning July 1, 2014 and ending June 30, 2017

- 3. Termination:** Either party may terminate this Agreement at any time by providing 60 days prior written notice to the other party.
- 4. Use:** Lessee shall use the Premises exclusively for the Littleton District Court and related offices. Lessee agrees not to use the Premises in any way which, in the reasonable judgment of the Lessor, poses a hazard to the Lessor, the general public, the Premises or the building in part or whole. Lessee shall use reasonable care in the occupation and use of the Premises. Upon the expiration or termination of this Outlease, Lessee shall vacate the Premises, remove its property therefrom and forthwith yield and place Lessor in peaceful possession of the Premises, free and clear of any liens, claims, or encumbrances and in as good condition as the Premises existed at the commencement of this Outlease, ordinary wear and tear excepted.
- 5. Inspection:** Lessee has inspected and knows the condition of the Premises and agrees to accept same in its 'as is' condition. It is further understood that the Premises are hereby leased to Lessee without any obligation on the part of Lessor to make any additions, improvements or alterations thereto.
- 6. Indemnification:** Lessor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at lessee's invitation. **See Addendum.**

- 7. Repairs, Alterations and Improvements:** Lessee shall not make any additions, improvements, repairs, or alterations to the Premises without the prior written consent of Lessor in each and every instance. If this provision is violated, Lessee is liable for the cost of removal and restoration, plus applicable administrative cost. In the event the Lessor consents to the Lessee making any additions, improvements, repairs, or alterations to the Premises, Lessee shall remain liable for the cost of removal and restoration, plus applicable administrative cost.
- 8. Maintenance:** The Lessor shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessee, its agents or employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this Outlease.
- 9. Sublease and Assignment:** Except with the prior written consent of Lessor, such consent not to be unreasonably withheld, Lessee shall neither transfer nor assign this Outlease or any of its rights hereunder, nor sublet the Premises or any part thereof or any property thereon nor grant any interest, privilege or license whatsoever in connection with this Outlease. In the event the Lessor consents to the subleasing or assignment of this Outlease, Lessee shall remain obligated to (i) pay rent and (ii) perform all other covenants under this Outlease. Notwithstanding anything herein to the contrary, Lessee shall be entitled, without consent of Lessor or Lessee and without triggering any right of Lessor or Lessee to terminate the Lease or this Outlease, to assign Outlease or any interest thereof, or to sublet the Premises or any part thereof, to any subsidiary or affiliate of Lessee, provided Lessee at all times remains liable for the performance of all obligations under this Outlease. The term "affiliate" shall include any corporation or other entity that controls, is controlled by, or is under common control with Lessee.
- 10. Taxes and Other Reimbursable Charges:** In the event that a state or local tax is imposed upon the occupancy, use, possession, or leasehold interest of or in the real property herein leased, the obligation for the payment of the tax will be wholly that of the Lessee.
- 11. Insurance:**
 - a. In all cases wherein federal, state, or local governmental bodies are self-insured, Lessee shall provide acceptable evidence of such self-insurance shall be provided prior to occupancy.
- 12. Utilities:** Except for telephone and/or other telecommunication services, Lessor shall furnish Lessee with all utilities as presently installed. Lessor shall maintain Lessee's space as shown in the attachment titled "Littleton District Court, Janitorial Services to be Provided by the Lessor".
- 13. Signs:** The Lessee's name and location may be placed on the building or outside of the building, provided any signage so installed is in compliance with all laws and ordinances governing same, and approved in writing by the Lessor. Lessee agrees, at Outlease termination or expiration, to remove any signage so installed and restore any areas impacted by same.
- 14. Entry:** The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, show same or to make such repairs, additions or alterations as Lessor considers necessary.
- 15. Default:** If Lessee is in default in the payment of rent when due to Lessor as herein provided for a period of thirty (30) days, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Lessee by Lessor, or in the event Lessee is in default or abandons the Premises for a period of thirty days or more, or breaches any other portion of this Outlease without correcting said breach within thirty (30) days after written notice thereof by Lessor, then the Lessor may, at its option, on authority hereby granted the Lessor by the Lessee: (a) declare this Outlease ended and terminated and may re-enter the Premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever; and (b) Lessor may enter the Premises and eject Lessee, forcibly or otherwise, without regard to any statute to the contrary, dispose of Lessee's personal property in the Premises as deemed in the best interest of the United States Postal Service, and Lessee shall be liable for such damages as Lessor may incur. The rights and remedies of the Lessor as provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Outlease.

- 16. Quiet Possession:** Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Outlease.
- 17. Recording:** If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.
- 18. Notice:** Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is deposited in the mail by certified mail to the Lessee's address indicated on the signature page herein, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is deposited in the mail by certified mail to the Lessor's Contracting Officer at the address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's representative and is the only person who has authority to sign or amend the terms or conditions of this Outlease.
- 19. No Waiver:** The failure of Lessor to insist in any one or more instance upon performance of any of the terms, covenants, or conditions of this Outlease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition. Lessee's obligation with respect to such future performance shall continue in full force and effect.
- 20. Hazardous/Toxic Conditions Clause:** Lessee must comply with all state and local rules, laws, regulations, ordinances and licensing or permit requirements which affect the environment and physical integrity of the Premises or its surrounding area. If any activity of Lessee involves the storage on premises, shipping to or from the Premises or any use on the premises of any material, chemical or agent that qualifies as a hazardous or toxic substance under federal, state and local regulations or is an unregulated substance that has hazardous characteristics and is used, stored or transported in sufficient quantities to qualify as hazardous material, then all federal, state and local regulations, licensing or permit requirements must be complied with and copies of all licenses, permits or authorizations for their use, shipment, storage or transport must be forwarded to the Contracting Officer as well as copies of any citations or listing of infractions and subsequent corrections by the Lessee. Copies of any changes in any and all licenses or permits must be forwarded to the Contracting Officer. Where more than one rule or regulation applies, the more stringent will apply. If any federal, state or local law, regulation, rule or ordinance requires the filing of periodic reports by the Lessee, it shall be the obligation of Lessee under this Outlease to file a copy of any such periodic report(s) with the Lessor's Contracting Officer at the same time such report(s) is filed with the federal, state or local government or its assignee.

Lessor reserves the right to inspect the premises at any reasonable time to ascertain if any Outlease violations occur. If any contamination, violation or hazardous condition, as reasonably determined by the Contracting Officer, occurs due to the handling, use, storage or transfer by Lessee of any material, whether such contamination, violation or hazardous condition is discovered during the Outlease term or after expiration or termination thereof, Lessee shall be solely responsible for removal or remediation of the hazardous or toxic condition in accordance with federal, state and local regulations and permit requirements. Notwithstanding any other clause in this section or in the Outlease, Lessee shall remove all hazardous material from the Premises at the expiration or termination of the Outlease and provide copies of all permits, notices and manifests required for such removal to Lessor. Lessee's failure to comply with the provisions of this paragraph shall be grounds for termination of this Outlease for default. Receipt by Lessor of notices, reports, or any other information or documentation required herein shall not impose any responsibility on Lessor to supervise the affairs of Lessee nor relieve Lessee of its responsibility to comply fully with all applicable laws and regulations. The rights and remedies of Lessor provided in this clause are in addition to any other rights and remedies which may be available to Lessor by law or under this agreement. **See Addendum for Indemnification.**

21. Asbestos Containing Material (ACM)

USPS has surveyed the premises for asbestos containing material (ACM). The premises may, or may not, contain ACM. It is Lessee's responsibility to review the Asbestos Survey and Operation and Maintenance (O&M) Plan. Both the Survey and O&M Plan are available for review upon request from the USPS Postmaster/Installation Head. The O&M Plan provides suggestions on how to make improvements without disturbing ACM (for example, how to remove and reinstall carpet that is laid over asbestos containing floor tile). Should Lessee contract for custodial services or any other services (including construction, repairs, etc.), its contractor must also be aware of the survey and O&M Plan. Lessee understands that the Asbestos Survey and O&M Plan are being provided for informational purposes only; neither Lessee nor any other party is entitled to rely on the accuracy of these materials.

Any renovation or alteration performed by Lessee impacting or potentially impacting ACM requires the prior written approval of the USPS Contracting Officer, and must comply with all applicable local, state, and federal requirements, as well as all USPS requirements, including USPS asbestos policies, plans, management instructions, and environmental policies. Lessee must keep complete records of all such activity, and transfer them to USPS at the termination of the Lease. **See Addendum for Indemnification.**

- 22. Headings:** The headings used in this Outlease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Outlease.
- 23. Successors:** The provisions of this Outlease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.
- 24. Consent:** Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Outlease.
- 25. Compliance with Law:** Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Premises.
- 26. Final Agreement:** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- 27. Governing Law:** This Agreement shall be governed, construed and interpreted by, through and under federal law.
- 28. General Conditions:** This Agreement is subject to the attached General Conditions.
- 29. Parking:** One (1) regular parking space and one (1) handicapped accessibility parking space.
- 30. Building Rules:** Lessee, Lessee's agents, employees, invitees and visitors may use the Premises only for lawful purposes consistent with the requirements of applicable laws, codes and regulations, and shall comply fully with all applicable Rules and Regulations Governing Conduct on Postal Property (Title 39, CFR, Part 232) as attached hereto or subsequently amended.
- 31.** Addendum is attached and made part of this Agreement.
- 32.** Attached and made part of this Agreement is the requirement for janitorial services titled "Littleton District Court, Janitorial Services to be Provided by the Lessor".

ADDENDUM

A. The Postal Service hereby agrees to save harmless and indemnify the Lessee from all claims, loss, damage, actions, causes of actions, expense and/or liability resulting from the use of said property by the Lessee whenever such claim, loss, damage, actions, cause of action, expense and/or liability arises from the negligent or wrongful act or omission by a postal employee while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service shall be under no obligation to save harmless and indemnify the Lessee where any negligent or wrongful act or omission by the Lessee, its employees or agents, in any way causes or contributes to the claim, loss, damage, actions, causes of action, expense and/or liability.

B. It is hereby expressly understood and agreed by the Lessor that the existence and continuance of this Lease and obligation of the Lessee hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire that are made available for this purpose, and that neither the State nor the Lessee shall be liable for payments under this Agreement except from such funds. In the event that any portion of such funds are terminated, the Lessee, may, at its option, serve thirty (30) days written notice to the Lessor of its intention to cancel the Agreement in whole or in part. It is further expressly understood and agreed by the Lessor that in the event that State of New Hampshire makes available state-owned facilities for the housing of the Lessee, the Lessee may, at its option, serve thirty (30) days written notice to the Lessor of its intention to cancel the Outlease in whole or in part. Whenever the Lessee decides to cancel the Outlease in whole or in part under this section and has served the required notice to the Lessor, the Lessee shall vacate all or part of the Premises within the thirty (30) day period. The Agreement to the portion of the Premises vacated shall henceforth be cancelled and void, while the Agreement to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

C. Notwithstanding any provision in the Agreement, in no event does the Lessee waive its sovereign immunity and applicable defense.

D. Notwithstanding the foregoing and any other provision of this Outlease Agreement, the State's obligations in Paragraph 20 herein are contingent upon the State's having the requisite statutory authority to perform such obligations; the State must comply with any state and local rules, laws, regulations, ordinances and licensing or permit requirements, and other public requirements only to the extent they apply to the State of New Hampshire; and the State's expenditures for rent and other charges, costs, and expenses under the Outlease Agreement shall not exceed \$132,120.00.



Outlease Agreement

EXECUTED BY LESSEE:

CORPORATION

By executing this Outlease, Lessee certifies that Lessee is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

STATE OF NEW HAMPSHIRE (a New Hampshire Corporation)

Date: 9-24-08

Linda M. Hodgdon, Commissioner
Print Name & Title

Linda M. Hodgdon
Signature

Date: 9/24/08

DONNA L. RAYMOND, ADMINISTRATOR IV
Print Name & Title

Witness: Wm. L. Raymond
Donna L. Raymond
Signature

Witness: _____

Date: _____

Approved by:
Dept of Justice as to form, substance and
Print Name & Title execution:
Suzan Lehmann, Esquire

[Signature]
Signature

Witness: _____

Date: 10/16/08

Governor and Executive Council
Print Name & Title

Signature

Witness: _____

Date: _____

Print Name & Title

Signature

Witness: _____

Date: _____

Print Name & Title

Signature

Witness: _____

Lessee's Address: Bureau of Court Facilities
State House Annex
25 Capitol St. RM 109
Concord, NH 03301-6312

e-mail: _____

Lessee's Telephone Number(s): (603) 271-2009
Lessee's Contact: Tammy Nelson

FAX: _____

Federal Tax Identification No.: 02-6000618

EXECUTED BY LESSEE:

CORPORATION

By executing this Outlease, Lessee certifies that Lessee is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either)

STATE OF NEW HAMPSHIRE (a New Hampshire Corporation)

Date: 9-24-08

Linda M. Hodgen, Commissioner
Print Name & Title

Linda M. Hodgen
Signature

Witness: Anna L. Raymond

[Signature]
Signature

Witness: _____

Date: _____

Appellate
Dept of Justice as to form, substance and
Print Name & Title execution:
Suzan Lehmann, Esquire

Signature

Witness: _____

[Signature]
Signature

Witness: _____

Date: 10/16/08

Governor and Executive Council
Print Name & Title

Date: NOV 19 2008

DEPUTY SECRETARY OF STATE
Print Name & Title

Date: _____

Print Name & Title

Signature

Witness: _____

Date: _____

Print Name & Title

Signature

Witness: _____

Lessee's Address: Bureau of Court Facilities
State House Annex
25 Capitol St. RM 109
Concord, NH 03301-6312

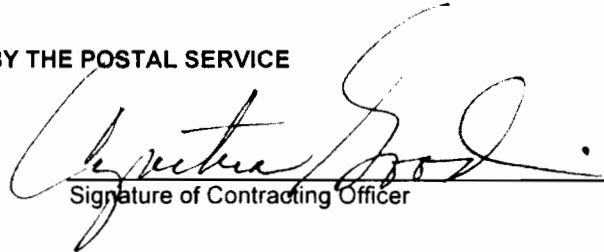
e-mail: _____

Lessee's Telephone Number(s): (603) 271-2009
Lessee's Contact: Tammy Nelson

FAX: _____

Federal Tax Identification No. 02-6000613

- a. Where the Lessee is a corporation, leases and subleases entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.
- b. Where the Lessee is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Outlease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Outlease to bind the corporation. Municipal Corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Outlease. The names and official titles of the officers who are authorized to sign the Outlease must appear in the document.
- c. Any notice to Lessee provided under this Outlease or under any law or regulation must be in writing and submitted to Lessee at the address specified above, or at an address that Lessee has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Outlease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICEDate: 9/17/08Cynthia Goodwin
Contracting Officer

Signature of Contracting Officer160 Inverness Drive West, Suite 400, Englewood, CO 80112-5005
Address of Contracting Officer

005 212 1010 1.00780

ATTACHMENT:
LITTLETON DISTRICT COURT, JANITORIAL SERVICES TO BE PROVIDED
BY THE LESSOR

1. The Lessor shall be responsible for the provision of all janitorial services to the premises. Provision of such services shall include:
 - a. Cleaning and re-supply of the rest rooms. Cleaning shall include daily surface cleaning of all sinks and toilet seats, vacuuming the floors, and assuring all rest room "consumables" such as paper towels, toilet paper and soap, are provided in full supply. At least once per week, all rest-room floors and hard surface flooring in any area of the Premises shall be washed clean with a damp mop. At least once per week all rest room mirrors shall be washed clean, and all toilet bowls and urinals shall be cleaned.
 - b. Daily emptying of all trash receptacles and lawfully disposing of all rubbish;
 - c. Cleaning of all Entrances to the Premises. The flooring in this area shall be vacuumed clean at least once per day, or more frequently, if winter "sand and salt" conditions should require it. Any and all hard surface flooring in these areas shall be washed with a damp mop at least once per day.
 - d. Weekly vacuuming of the entire premises
 - e. Weekly dusting of the premises, dusting shall however exclude the disturbance of any desk or work surfaces with work papers spread out upon them.
 - f. Bi-annual (Twice per year) washing of all windows, both interior and exterior surfaces
2. "Janitorial Services" to be provided by the Lessor to include the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the premises.
3. All site and building maintenance to which the Premises are a part shall be the responsibility of the Lessor. Maintenance shall include but not be limited to the timely plowing and/or removal of snow and ice and the provision of sand and/or salt to facilitate slip resistance in all parking areas, walkways and entrances to which the Premises are a part.

Facility Name/Location

A. APPLICABILITY

These rules and regulations apply to all real property under the charge and control of the Postal Service, to all tenant agencies, and to all persons entering or on such property. These rules and regulations shall be posted and kept posted at a conspicuous place on all such property.

B. RECORDING PRESENCE

Except as otherwise ordered, properties must be closed to the public after normal business hours. Properties also may be closed to the public in emergency situations and at such times as may be necessary for the orderly conduct of business. Admission to properties when such properties are closed to the public may be limited to authorized individuals who may be required to sign the register and display identification documents when requested by security force personnel or other authorized individuals.

C. GENERAL RESTRICTIONS

1. *Preservation of Property.* Improperly disposing of rubbish, spitting, creating any hazard to persons or things, throwing articles of any kind from a building, climbing upon the roof or any part of a building, or willfully destroying, damaging, or removing any property or any part thereof, is prohibited.

2. *Conformity with Signs and Directions.* All persons in and on the property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals.

3. *Inspection.* Purses, briefcases, and other containers brought into, while on, or being removed from the property are subject to inspection. However, items brought directly to a postal facility's customer mailing acceptance area and deposited in the mail are not subject to inspection, except as provided by section 274 of the Administrative Support Manual. A person arrested for violation of this section may be searched incident to that arrest.

D. SPECIFIC RESTRICTIONS

1. *Disturbances.* Disorderly conduct, or conduct which creates loud and unusual noise, or which obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or which otherwise tends to impede or disturb the public employees in the performance of their duties, or which otherwise impedes or disturbs the general public in transacting business or obtaining the services provided on property, is prohibited.

2. *Gambling.* Participating in games for money or other personal property, the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets, is prohibited on postal premises. This prohibition does not apply to the vending or exchange of state lottery tickets at vending facilities operated by licensed blind persons where such lotteries are authorized by state law.

3. *Alcoholic Beverages and Drugs.* A person under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" may not enter postal property or operate a motor vehicle on postal property. The possession, sale, or use of any "controlled substance" (except when permitted by law) or the sale or use of any alcoholic beverage (except as authorized by the Postmaster General or

designee) on postal premises is prohibited. The term "controlled substance" is defined in section 802 of title 21 U.S.C.

4. *Smoking and Sale of Tobacco Products in Vending Machines.*

a. Smoking (defined as having a lighted cigar, cigarette, pipe, or other smoking material) is prohibited in all postal buildings and office space, including public lobbies.

b. The sale of tobacco products in vending machines located in or around postal property is prohibited. The distribution of free samples of tobacco products in or around postal property is also prohibited. The term "tobacco product" means cigarettes, cigars, little cigars, pipe tobacco, smokeless tobacco, snuff, and chewing tobacco.

5. *Soliciting, Electioneering, Collecting Debts, Vending, and Advertising.* Soliciting alms and contributions, campaigning for election to any public office, collecting private debts, commercial soliciting and vending, (including but not limited to, the vending of newspapers and other publications), the display or distribution of commercial advertising on postal premises, soliciting signatures on petitions, polls, or surveys (except as otherwise authorized by Postal Service regulations), and impeding ingress to or egress from post offices are prohibited. These prohibitions do not apply to:

a. Commercial or nonprofit activities performed under contract with the Postal Service or pursuant to the provisions of the Randolph-Sheppard Act;

b. Posting notices on bulletin boards as authorized in POSTAL OPERATIONS MANUAL 221.525;

c. The solicitation of Postal Service and other federal military and civilian personnel for contributions by recognized agencies as authorized by the Manual on Fund Raising Within the Federal Service issued under Executive Order 10927 of March 13, 1961.

6. *Leafleting, picketing, etc.* Leafleting, distributing literature, picketing, and demonstrating by members of the public are prohibited in lobbies and other interior areas of postal buildings open to the public. Public assembly and public address, except when conducted or sponsored by the Postal Service, are also prohibited in lobbies and other interior areas of postal buildings open to the public.

7. *Voter registration.* Voter registration may be conducted on postal premises only in full accordance with the requirements of 39 CFR 232.1(h)(4).

8. *Placement of furniture, etc.* Except as part of postal activities or activities associated with those permitted under paragraph D.7 above, no tables, chairs, freestanding signs or posters, structures, or furniture of any type may be placed in postal lobbies or on postal walkways, steps, plazas, lawns or landscaped areas, driveways, parking lots, or other exterior spaces.

9. *Depositing Literature.* The depositing or posting of handbills, flyers, pamphlets, signs, posters, placards, or other literature except official postal and other governmental notices and announcements on the grounds, walks, driveways, parking and maneuvering area, exteriors of buildings and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings, in interior public areas on postal premises is prohibited. This prohibition does not apply to:

Rules and Regulations Governing Conduct on Postal Property

a. Posting notices on bulletin boards as authorized in 221.525, POSTAL OPERATIONS MANUAL.

b. Interior space assigned to tenancies for their exclusive use.

10. Photographs for News, Advertising, or Commercial Purposes.

Except as prohibited by official signs or the directions of security force personnel or other authorized personnel or a federal court order or rule, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meeting. Other photographs may be taken only with the permission of the local postmaster or installation head.

11. Dogs and Other Animals. Dogs and other animals, except those used to assist persons with disabilities, must not be brought upon postal property for other than official purposes.

12. Vehicular and Pedestrian Traffic

a. Drivers of all vehicles in or on postal premises shall drive in a careful and safe manner at all times and shall comply with signals and directions of security force personnel, other authorized individuals, and all posted traffic signs.

b. The blocking of entrances, driveways, walks, loading platforms, or fire hydrants is prohibited.

c. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or continuously in excess of 18 hours without permission, or contrary to the direction of posted signs is prohibited. The section may be supplemented by the postmaster or installation head from time to time by the issuance and posting of specific traffic directives as may be required. When so issued and posted, such directives shall have the same force and effect as if made a part thereof.

13. Weapons and Explosives. No person while on postal property shall carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or store the same on postal property, except for official purposes.

E. NONDISCRIMINATION

There must be no discrimination by segregation or otherwise against any person or persons because of race, color, religion, national origin, sex, age (persons 40 years of age or older are protected), reprisal (discrimination against a person for having filed or for having participated in the processing of an EEO complaint_29 CFR 1613.261-262), or physical or mental handicap, in furnishing, or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on postal property.

F. PENALTIES AND OTHER LAW

1. Alleged violations of these rules and regulations are heard and the penalties prescribed herein are imposed, either in a Federal District Court or by a federal magistrate in accordance with applicable court rules. Questions regarding such rules should be directed to the regional counsel for the region involved.

2. To the extent applicable under 39 CFR Part 232, whoever shall be found guilty of violating the rules and regulations in this notice while on property under the charge and control of the Postal Service is subject to fine of not more than \$50 or imprisonment of not more than 30 days or both. Nothing contained in these rules and regulations shall be construed to abrogate any other federal laws or regulations or any state

or local laws and regulations applicable to any area in which the property is situated.

3. Members of the U.S. Postal Security Force shall exercise the powers of special policemen provided by 40 U.S.C. 318 and shall be responsible for enforcing the regulations in this notice in a manner that will protect Postal Service property. Postal inspectors, Office of Inspector General Criminal Investigators, and other persons designated by the chief Postal Inspector may likewise enforce regulations in this notice.

15 JAN 1961

STATE OF OHIO
DEPT OF JUSTICE
CIVIL RIGHTS