

MEMORANDUM OF UNDERSTANDING

Between  
The Town of Durham, New Hampshire  
and  
The University of New Hampshire

Re: Durham Ambulance Corp Use of Space

This memorandum of understanding, dated October 19, 2005 is agreed to by the **Town of Durham** ("Town"), a New Hampshire municipal corporation, and the **University System of New Hampshire** ("USNH"), a State supported university system established by the State of New Hampshire operating through its component institution, the **University of New Hampshire** ("UNH").

As noted in Paragraph 3 of the current Fire Protection Services Agreement between the Town and UNH, (agreed to on October 17, 2005) the Town leases the present fire station from UNH. In addition, the Town and UNH allow the Durham Ambulance Corp (DAC), to house its vehicles and maintain certain equipment and supplies in a separate facility adjacent to the fire station.

In addition, in Attachment A of the Fire Protection Services Agreement, First Amendment of Lease Agreement, it is noted as follows:

1. The Lease Agreement dated July 1, 1989, is amended as follows:

Paragraph 3 of the Lease Agreement is amended to read:

"The term of this lease shall be extended from June 30, 2009 to June 30, 2019, unless sooner terminated in accordance with the provisions hereof. Effective July 1, 2009, UNH will charge the Durham Fire Department an annual rental rate for the Net Square Footage (NSF) being occupied at the rate then in effect, excluding the allocation for Repairs and Renovations, and being charged by UNH Facilities to other building occupants. This annual rental rate shall be inclusive of housekeeping services, energy and utilities and the general maintenance of the building facility".

Based upon the above information, the Town and UNH agree that DAC should formally be a sub-lessee of the Town and pay its fair share of the rent (based upon the net square footage occupied by DAC) when such rental charges begin on July 1, 2009. It is also agreed by the parties that UNH shall bill the Town quarterly for the net square footage being assigned/occupied by the fire station and the separate DAC facility.

This memorandum of understanding shall be co-terminus with the Fire Protection Services Agreement. Any future Fire Protection Services Agreement shall incorporate this understanding in the main agreement.

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Signatures Follow on Next Page

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year indicated above.

**TOWN OF DURHAM**

T. Potter  
Witness

T. Selig  
Todd I. Selig  
Town Administrator

11/15/05  
Date

**UNIVERSITY OF NEW HAMPSHIRE**

T. Potter  
Witness

C. Corvey  
Candace R. Corvey  
Vice President for Finance  
and Administration

11/15/05  
Date

**UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

T. Potter  
Witness

E. MacKay  
Edward R. MacKay  
Vice Chancellor and Treasurer

11/7/05  
Date