



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791



ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

October 1, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, pursuant to RSA 4:40 to enter into a fifteen (15) year Lease of State Owned Space Agreement with Lakes Region Mutual Fire Aid Association (LRMFA), Laconia, NH, (VC# 154650), in an amount not to exceed \$614,712.38 for the use and occupation of approximately 4,866 square feet in the State-owned 911 facility at 311 Meredith Center Road, Unit 2, Laconia, NH over the course of the lease term, with an option to renew for successive terms for a period of fifteen (15) years for each renewal. The lease agreement will be effective upon Governor and Council approval for a period of November 1 2026 through October 31, 2041. **100% Rent Revenue.**

Rent Payments will be deposited to a restricted account, Bureau of Emergency Communication

02-23-23-236510-13950000-407036-Other Income

<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>FY31</u>	<u>FY32</u>
\$1,293.60	\$20,402.73	\$39,253.70	\$40,038.78	\$40,839.55	\$41,656.34
<u>FY33</u>	<u>FY34</u>	<u>FY35</u>	<u>FY36</u>	<u>FY37</u>	<u>FY38</u>
\$42,489.47	\$43,339.26	\$44,206.04	\$45,090.16	\$45,991.97	\$46,911.81
<u>FY39</u>	<u>FY40</u>	<u>FY41</u>	<u>FY42</u>	<u>Total</u>	
\$47,850.04	\$48,807.04	\$49,783.19	\$16,758.70	\$614,712.38	

EXPLANATION

The purpose of this request is to provide dedicated space for the Lakes Region Mutual Fire Aid Association (LRMFA) within the new Department of Safety 911 communications facility on Meredith Center Road, allowing LRMFA to continue its long-standing co-location with the Department of Safety's Division of Emergency Services and Communications (DESC).

LRMFA has co-located with DESC at the Dwinell Building on the Lakes Region Facility Campus since 1998 and provides critical fire and emergency medical dispatch services to thirty-five (35) communities throughout the Lakes Region. In 2024, following authorization of the sale of the Lakes Region Facility property, planning began for the construction of the new 911 communications facility. As part of the design and planning process, dedicated space for LRMFA was incorporated into the facility to maintain continuity of operations, regional interoperability, and the established public safety partnership between LRMFA and DESC.

This lease agreement will permit LRMFA to occupy space within the new 911 communications facility for an initial term of fifteen (15) years. The agreement further provides the State with the option to renew for successive terms for a period of fifteen (years) for each renewal. This structure ensures long-term

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

operational stability and continuity of emergency dispatch services for the residents of the Lakes Region, who rely upon LRMFA for fire and emergency medical communications.

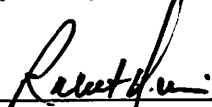
The Lakes Region Mutual Fire Aid Association (LRMFA) is a district fire mutual aid system and public municipal corporation established pursuant to RSA 154:30-a and RSA 154:30-b. LRMFA will utilize the Premises to provide fire and emergency medical services communications to its member municipalities and fire departments serving thirty-five (35) communities within the Lakes Region of New Hampshire.

On August 6, 2026, the Council on Resources and Development (CORD) voted to recommend approval of Surplus Land Review Application, Item # SLR 2026-003, for the proposed lease.

Pursuant to RSA 4:40, the proposed lease was subsequently presented to the Long-Range Capital Planning and Utilization Committee and approved at its September 14, 2026 meeting, Item # LRCP 26-026.

The Department of Safety requests approval of this lease agreement to ensure continued, uninterrupted emergency communications services for the residents and visitors of the Lakes Region.

Respectfully Submitted,



Robert L. Quinn
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
LEASE OF STATE
OWNED SPACE



This agreement (the Agreement) is made this 7th day of July, 2026 by and between the following parties:

The DOS is the State of New Hampshire, Department of Safety (the "DOS"), 33 Hazen Drive, Concord, New Hampshire 03305; and,

The LRMFA is the Lakes Region Mutual Fire Aid Association (the "LRMFA") 311 Meredith Center Road, Unit 2, Laconia, NH 03246.

1. DEMISE: The DOS hereby grants to the LRMFA the right to use and occupy approximately 4,866 square feet of single, ground floor level space located in the "B" at 311 Meredith Center Road, Unit 2, Laconia New Hampshire. The demised area to which the LRMFA shall have the right to use (the Premises) shall be subject to the terms and conditions of this Agreement, and shall be as further described in the building layout attached and made a part of this Agreement as "Attachment A - Demise of Premises".
 - a. PARKING: The LRMFA's right to parking at the Building shall be as follows:
 - i. Seven (7) parking spaces designated for use of LRMFA for (2) trailers; (3) cruisers, and (2) staff.
 - ii. The LRMFA shall further have the right to use in common with others entitled thereto the remaining (undesigned) onsite parking spaces located in the lot serving the Building.
 - b. SHARED SPACE: The LRMFA's right to use Common Space in the Building will be to the following areas:
 - i. Front Entrance / Lobby
 - ii. Restrooms 128, 129, 131, 132, 133
 - iii. Room 130 - Mother's Room
2. LEASE TERM: This Agreement shall be for a period of fifteen (15) years unless sooner terminated in accordance with the provisions herein.
 - a. EFFECTIVE DATE: Subject to the provisions of paragraph 33 herein, this Agreement and all obligations of the parties hereunder shall commence November 01, 2026 or upon the date it is approved by the State of New Hampshire Governor and Executive Council, whichever is later.
 - b. TERMINATION DATE: October 31, 2041; the Parties shall negotiate any proposed subsequent renewal by mutual agreement.

Initials:

Date 7/7/26

- c. **RENEWAL OPTION:** Upon the mutual written agreement of both Parties, this Agreement may be renewed for successive terms of fifteen (15) years each.
- d. **OPTION FOR EARLY TERMINATION:** Notwithstanding the foregoing, either party may terminate this Agreement in advance upon providing the other party eighteen (18) months prior written notice.
3. **RENT:** LRMFA shall pay rent to DOS to reimburse the estimated costs of electricity, heating oil, propane, building maintenance and upkeep, trash removal, recycling removal, and pest control for the Premises.
- a. For the initial term of this Agreement, rent shall remain consistent with the amount established under the original lease agreement between LRMFA and the Department of Administrative Services.
- b. Rent for the period of November 1, 2026 through December 31, 2027 shall be \$2,263.80, consisting of \$1,940.40 in base rent and \$323.40 in additional costs.
- c. Beginning January 1, 2028, annual rent shall be \$38,865.05 and shall increase by two percent (2%) annually on each January 1 thereafter.
- d. Rent shall be paid in accordance with the payment schedule set forth in Attachment B. DOS shall invoice LRMFA for all rent payments, and payment shall be due within thirty (30) days of the invoice date.
- e. If either party terminates this Agreement prior to the expiration of the term, LRMFA shall remain responsible for the full rent payment due for any quarter in which the termination date occurs.

Checks shall be made payable to: State of New Hampshire Department of Safety

Rent payments shall be remitted to:

State of New Hampshire
Department of Safety
Attention: Accounts Receivable
33 Hazen Drive
Concord, NH 03305

4. **COMPLIANCE BY LRMFA WITH LAWS AND REGULATIONS:** The LRMFA will at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state, and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality pollution control and abatement, safe drinking water, life safety systems, Americans with Disabilities Act, and solid and hazardous waste. Should LRMFA discover any violations, they shall report these violations immediately to the DOS. The LRMFA shall, at their own expense, be responsible for any costs incurred as a result of their violation of the aforementioned federal, state, and local laws, rules, and regulations and standards.

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5. **UTILITIES:** The DOS shall be responsible for arranging for and making payment directly to the provider for all utility services required for the leased Premises, except for the telephone, cable, internet, and computer/radio networking services. The LRMFA will pay directly to the provider of their choice all costs associated with their telephone, cable, internet, and computer/radio networking services. The DOS shall not be responsible for claims or damages arising from interruption in utility services unless such interruption is caused by the willful negligence of DOS, its employees, or its subcontractors.
6. **JANITORIAL SERVICES GROUNDS AND BUILDING MAINTENANCE BY THE DOS:** The DOS shall provide, at its sole expense, janitorial services for the Building's common areas only. Such janitorial services shall include routine cleaning and upkeep of all shared "Common" areas. The DOS shall also be responsible, at its sole expense, for all building and grounds maintenance and repairs for the Building mechanical systems of which the Premises are a part, including but not limited to the provision and servicing of dumpsters for trash and recycling removal, snow plowing, surface treatment, and snow removal for parking areas, walkways, and Building entrances, landscaping, and maintenance of the Building's HVAC systems, fire alarm and fire suppression systems, Building access control / security systems, and emergency generator systems.
7. **BUILDING DOOR ACCESS CONTROL SYSTEM & CAMERA SYSTEM:** LRMFA shall be granted full access to the access control system, including all associated software and settings necessary to manage and control access points serving the leased portion of the Premises, the Building lobby area, and the shelter/tower site. Such access shall include the ability to issue, modify, suspend, and revoke keycard credentials and otherwise administer access permissions for areas under LRMFA's control.

LRMFA shall also be granted access to all camera feeds monitoring the leased portion of the Premises, as well as camera feeds from all exterior Building entrances and rooftop access. LRMFA's access shall only be used for monitoring, security, and operational purposes related to its occupancy and use of the Premises.

The DOS reserves the right to maintain overall ownership, administration, configuration, and control of the access control and camera systems and may implement reasonable security measures, policies, and procedures necessary to protect the integrity, security, and operation of such systems. LRMFA shall not modify system-wide settings or configurations affecting areas outside its authorized control without the prior written approval of DOS.

8. **MAINTENANCE BY THE LRMFA:** THE LRMFA shall maintain their own equipment, such as computer servers, telephones, copiers, and other equipment at their sole expense. The LRMFA will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition normal wear and tear expected. The Lessee shall, at its own expense, furnish all janitorial supplies for the leased space of the Building occupied by the LRMFA and shall be responsible for keeping the premises clean, sanitary, and in good condition at all times. The LRMFA agrees to provide and maintain the Premises in good repair and in accordance with all applicable regulations, ordinance or codes; they shall protect, repair and maintain the Premises in good order and condition at their sole expense. LRMFA is responsible for all repairs due to vandalism, wear or negligence on the part of the LRMFA, its employees, assignees, or guests and they shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft or other causes. Alternatively, if required by the DOS, and the LRMFA is responsible for the event of damage or destruction, the LRMFA shall pay the DOS money in

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Date: 7/7/26

the amount sufficient to compensate for the loss sustained by the Lessor for damage to or destruction of the Premises.

- a. Maintenance and Repairs shall be subject to the general supervision and approval of the DOS and;
 - b. Shall be subject to such rules and regulations as the DOS may prescribe from time to time.
9. **REPAIR OF DAMAGES TO THE PREMISES:** The LRMFA shall, at its own expense, promptly repair or replace to the satisfaction of the DOS any property damaged or destroyed by the LRMFA, its employees, agents, or invitees, incident to its exercise of the privileges granted herein. Alternatively, if required by the DOS or requested by the LRMFA and agreed to by the DOS, the LRMFA shall pay the DOS money in an amount sufficient to compensate for the loss sustained by the DOS for said damage to or destruction of the property and the DOS shall release to the LRMFA from further obligation pertaining to the loss or damage. When requesting payment for loss or damage the DOS shall submit an itemized invoice to the LRMFA documenting all costs.
10. **WATER AND SEWER SERVICES:** The DOS shall furnish water and septic services to the Premises. In the instance of the infrastructure providing such services to the Premises should require repair or replacement, the DOS shall be responsible for performance of such repair or replacement work.
11. **RECYCLING:** The LRMFA shall fully participate in the DOS recycling program and shall comply with all recycling policies, procedures, and operational requirements established by DOS from time to time. DOS shall provide and maintain a designated dumpster for recyclable materials. All recycling shall be disposed of strictly in accordance with the requirements of the DOS recycling program, which utilizes a single-stream recycling system. All recyclable materials placed in the recycling dumpster shall be unbagged and free of non-recyclable contaminants. The LRMFA shall be solely responsible for ensuring that its employees, contractors, agents, and invitees comply with these requirements. Any contamination, improper disposal, or failure to comply resulting in additional costs, penalties, fines, service charges, or rejection of recyclable materials shall be the responsibility of the LRMFA.
12. **NOTIFICATION:** No notice, order, direction, determination, requirement consent and/or approval under this Agreement shall be of any effect unless it is in writing. All written notices to be given pursuant to this Agreement shall be addressed as follows:
 - a. DOS's Representative: Shall be the Commissioner of Safety, State of New Hampshire, Department of Safety, 33 Hazen Drive, Concord, NH 03305
 - b. LRMFA's Representative: Shall be the Chief Coordinator, Lakes Region Mutual Fire Aid Association (the "LRMFA") 311 Meredith Center Road, Unit 2, Laconia, NH 03246.
13. **CONFLICT RESOLUTION:** In the event of any dispute arising under this Agreement, the DOS and LRMFA shall make good faith efforts to resolve the matter through discussions with the LRMFA Chief Coordinator and the DOS Office of the Commissioner, as the Parties' authorized representatives.

If the dispute is not resolved within thirty (30) days of such discussions, the matter shall be submitted to the New Hampshire Department of Justice for final review and determination. The Parties shall cooperate fully in that process and shall be bound by the written determination of the New Hampshire Department of Justice, to the extent permitted by applicable law.

Nothing in this Section shall be construed to waive or limit any rights or remedies available to either Party under applicable law.

14. **CONDITION OF THE PREMISES. ACCEPTANCE:** Prior to the effective date, LRMFA shall have the right to conduct a pre-occupancy inspection of the premises including all mechanical, electrical, plumbing, HVAC structural, and life safety systems. The premises must meet minimum operational standards for an Emergency Communications Center/PSAP, including:

- a. functional power and emergency generator systems;
- b. operational HVAC;
- c. all life safety systems commissioned and certified.

DOS shall respond in writing to any deficiency report within thirty (30) days. DOS shall be responsible for latent defects or code compliance failures not reasonably discoverable on visual inspection that materially impair LRMFA's use. LRMFA otherwise accepts the Premises subject to its pre-occupancy inspection findings.

15. **RIGHT OF ENTRY:** Any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the Premises at all times (with reasonable notice) for any purpose, including inspection, and the LRMFA shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.

16. **IMPROVEMENTS AND CONSTRUCTION:** Other than ordinary maintenance in accordance with the usual and customary standards of the craft involved, no construction, improvements, additions or alterations shall be made to the Premises without prior written consent of the DOS, which consent shall not be unreasonably withheld or delayed. Such written request must fully define the proposed scope of work, name the vendor(s), contractor(s) and detail any and all work requiring integration with the buildings' mechanical systems or are structural in nature; the DOS further reserves the right to define means, methods, materials and specific contractors to be utilized in performing the work. All improvements and construction undertaken by the LRMFA to or on the Premises or to or on the building to which the Premises are a part shall be at the sole risk and expense of the LRMFA, such responsibility shall include procuring and paying for any required permits, engineering fees, testing or certificates.

- a. Notwithstanding anything contained herein to the contrary, the DOS reserves the right to improve the Premises at the expense of the DOS.

17. **FIXTURES AND FURNITURE:** The LRMFA shall be responsible for provision of all furniture, fixtures, and equipment necessary to provide services for the Premises; all furniture and fixtures so provided shall remain the property of LRMFA at the end of the Term.

18. **EVENTS OF DEFAULT: TERMINATION BY THE DOS AND THE LRMFA**

- a. **EVENTS OF DEFAULT: DOS'S TERMINATION:** In the event that:

- i. **LRMFA'S FAILURE TO PAY RENT:** The LRMFA shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or;

Initials LMF

Date 7/7/25

- ii. **LRMFA'S BREACH OF COVENANTS, ETC.:** The LRMFA shall default in the observation of or performance of any of the LRMFA's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the DOS to the LRMFA specifying such default and requiring it to be remedied then. The DOS may serve thirty (30) days written notice of cancellation of this Lease Agreement upon the LRMFA, and upon the expiration of such thirty (30) days, this Lease Agreement and the Term hereunder shall terminate. Upon such termination the DOS may give a sixty (60) day notice to vacate.
- b. **DOS'S DEFAULT: LRMFA'S REMEDIES:** In the event that the DOS defaults in the observance of any of the DOS's covenants, agreements and obligations hereunder, and such default materially impairs the habitability and use of the Premises by the LRMFA, and is not corrected within thirty (30) days of written notice by the LRMFA to the DOS specifying such default and requiring it to be remedied, then the LRMFA as its option may serve a written ten (10) day notice of cancellation of this Lease Agreement upon the DOS, and upon the expiration of such a ten (10) day period the Lease Agreement shall terminate. If any such default of the DOS does not materially impair the habitability and use of the Premises by the LRMFA, the DOS shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount time agreed upon in writing by the LRMFA, failing which the LRMFA may terminate the Lease Agreement upon ten (10) days written notice to the DOS.
- c. **RIGHTS HEREUNDER:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any right or remedies at law, or in equity.
19. **SURRENDER OF LEASED PREMISES:** No later than ninety (90) days prior to the expiration of the term herein, the LRMFA shall give notice to the DOS of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the DOS for a renewal agreement. On or before the date of expiration of this Agreement, the LRMFA shall vacate the premises, remove its personal property there from and quit and surrender the leased premises restored to good condition, reasonable wear thereof expected. If the LRMFA fails to remove its personal property from the premises, then at the option of the DOS, such property shall either become the property of the State without compensation therefor, or the DOS may cause the property to be removed from the premises and stored at the expense of the LRMFA and no claim of damage against the DOS, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work, or the transportation or storage of the property left on the premises.
20. **LIABILITY AND INDEMNIFICATION:**
- a. The DOS shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the Premises and its use and occupancy by the LRMFA, or from damage to their property, or damage to the property, or injuries to the persons of LRMFA or any officers, employees, servants, agents, contractors, or others who may be at the Premises at their invitation or the invitation of any one of them arising from their activities at the Premises.

- b. The LRMFA agrees to assume all risk of loss or damage to the leased property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the renovation, use and occupancy of the Premises.
 - c. The LRMFA agrees to assume all risk of loss or damage to the leased property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy of the leased Premises and for those portions of the building and grounds to which the Premises are a part. The LRMFA expressly waives all claims against the DOS and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.
 - d. The LRMFA agrees, to indemnify, save, hold harmless and defend the DOS and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the LRMFA giving rise to liability to the DOS or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
21. **INSURANCE:** During the term and any extension thereof, the LRMFA shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the DOS no less than ten (10) days prior written notice of cancellation or modification of the policy. The LRMFA shall deposit with the DOS certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the LRMFA shall furnish the DOS with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

22. **SELF-INSURANCE BY THE DOS:** The DOS is a member of the Executive Branch of Government of the "State of New Hampshire" which is "self-insured."
23. **LRMFA'S RELATION TO THE DOS:** It is understood and agreed by the parties that in the performance of this Agreement, the LRMFA, although a municipal corporation, is in all respects an independent entity for purposes of this Agreement and is neither an agency nor an employee of the State of New Hampshire, and neither the LRMFA nor any of its employees are entitled to any benefits, workers' compensation or emoluments provided by the State to its employees.
24. **WAIVER:** No failure by the DOS to enforce any provisions hereof after any event of default on the part of the LRMFA shall be deemed a waiver of its rights with regard to that event, or any subsequent event, and no express waiver of an event of default shall be deemed a waiver of its rights to enforce each and all of the provisions herein upon any further or other default on the part of the LRMFA.
25. **ASSIGNMENT OR SUBLET:** The LRMFA shall not assign or otherwise transfer any interest in the Agreement or sublet any portion of the Premises, without the prior written consent of the DOS.
26. **AMENDMENT:** This Agreement may only be modified or amended by mutual agreement in writing and signed by both parties and approved by the Governor and Executive Council.
27. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
28. **ENTIRE AGREEMENT:** This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
29. **SOVEREIGN IMMUNITY:** Notwithstanding any provisions of this Agreement to the contrary, no provision of this Agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of any immunity, including sovereign immunity.

Initials: ms
7/7/26
Date: _____

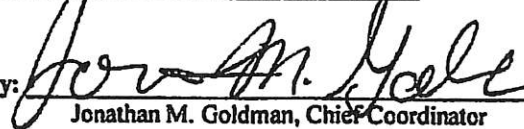
30. **ENFORCEMENT:** No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.
31. **GOVERNING LAWS:** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inure to the benefit of the parties and their respective successors and assigns.
32. **THIRD PARTIES:** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
33. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon its approval by all State of New Hampshire authorities having jurisdiction, including but not limited to the Long-Range Capital Planning and Utilization Committee and the Governor and Executive Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either part

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

DOS: The State of New Hampshire, Department of Safety

Authorized by: 
Robert L. Quinn, Commissioner of Safety

LRMFA: Lakes Region Mutual Fire Aid Association

Authorized by: 
Jonathan M. Goldman, Chief Coordinator

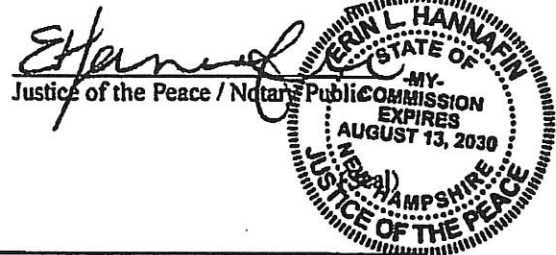
Notary Statement: As a Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Belknap

Personally appeared before me the undersigned officer, the above named: Jonathan M. Goldman

_____, known or satisfactorily prove to be the person whose name is signed above and acknowledged that he/she executed this document in their capacity indicated above on this 7th day of July, 2026.

08/13/2030
Commission Expiration



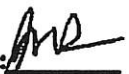
This is to certify that the above Agreement has been reviewed by the Department of Justice and approved as to form, substance, and execution this 3rd day of September, 2026.

 Assistant Attorney General
Signature Title

Approved by Governor and Council this _____ day of _____, 20____.

Agenda Item No. _____

Signature _____

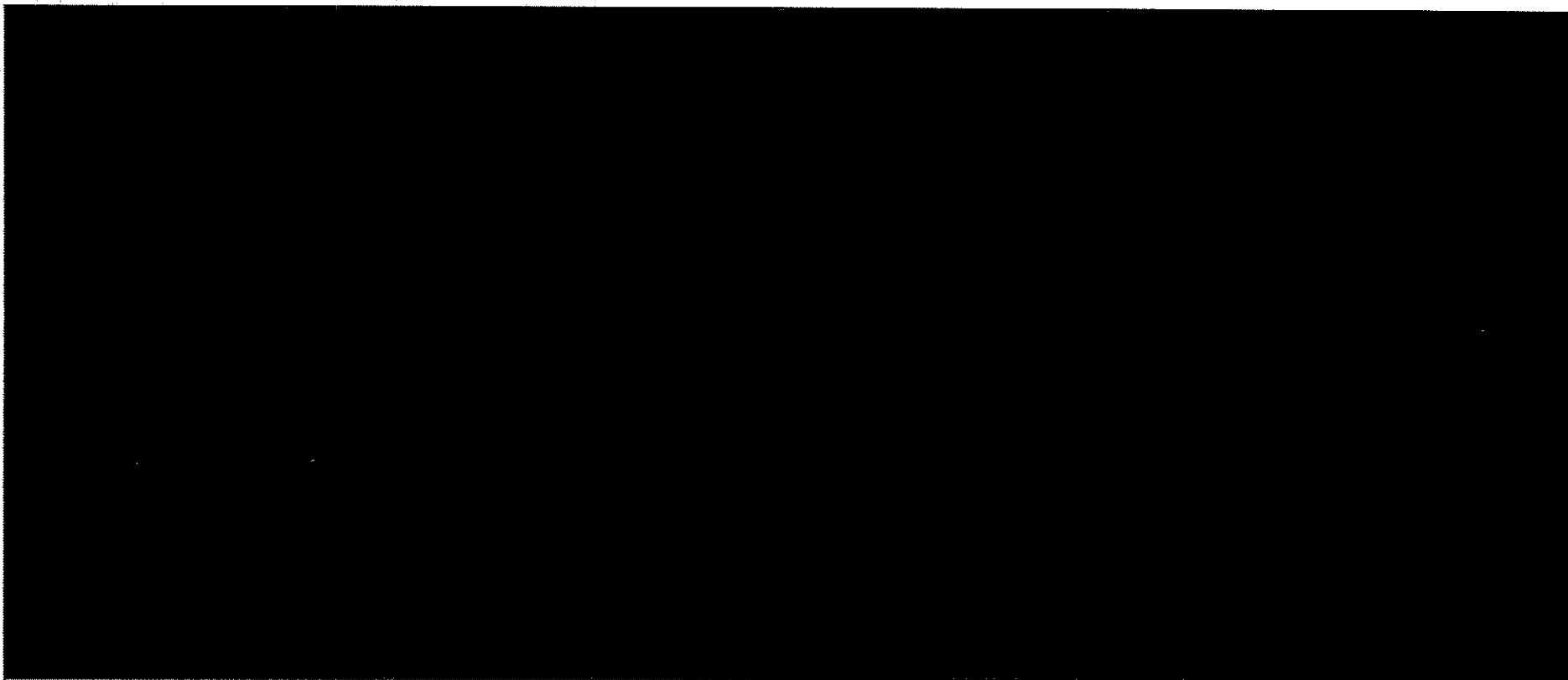
Initials: 

Date 7/7/26

REDACTED MAP

Attachment – A

Designated LRMFA Space & Common Space

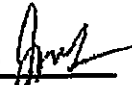


Initials: AME

Date 7/7/26

Attachment – B
Payment Schedule

Year	Annual Rent	Payment Due Date	Month Breakdown			Quarterly Rent Payment Due Per Section 3 (Pg 2 of 14)
			Month 1	Month 2	Month 3	
0	\$323.40	11/01/2026		\$323.40		\$323.40
1	\$1,940.40	1/1/2027	\$161.70	\$161.70	\$161.70	\$485.10
		4/1/2027	\$161.70	\$161.70	\$161.70	\$485.10
		7/1/2027	\$161.70	\$161.70	\$161.70	\$485.10
		10/1/2027	\$161.70	\$161.70	\$161.70	\$485.10
2	\$38,865.06	1/1/2028	\$3,238.75	\$3,238.75	\$3,238.75	\$9,716.26
		4/1/2028	\$3,238.75	\$3,238.75	\$3,238.75	\$9,716.26
		7/1/2028	\$3,238.75	\$3,238.75	\$3,238.75	\$9,716.26
		10/1/2028	\$3,238.75	\$3,238.75	\$3,238.75	\$9,716.26
3	\$39,642.35	1/1/2029	\$3,303.53	\$3,303.53	\$3,303.53	\$9,910.59
		4/1/2029	\$3,303.53	\$3,303.53	\$3,303.53	\$9,910.59
		7/1/2029	\$3,303.53	\$3,303.53	\$3,303.53	\$9,910.59
		10/1/2029	\$3,303.53	\$3,303.53	\$3,303.53	\$9,910.59
4	\$40,435.20	1/1/2030	\$3,369.60	\$3,369.60	\$3,369.60	\$10,108.80
		04/01/2030	\$3,369.60	\$3,369.60	\$3,369.60	\$10,108.80
		07/01/2030	\$3,369.60	\$3,369.60	\$3,369.60	\$10,108.80
		10/01/2030	\$3,369.60	\$3,369.60	\$3,369.60	\$10,108.80
5	\$41,243.90	1/1/2031	\$3,436.99	\$3,436.99	\$3,436.99	\$10,310.98
		4/1/2031	\$3,436.99	\$3,436.99	\$3,436.99	\$10,310.98
		7/1/2031	\$3,436.99	\$3,436.99	\$3,436.99	\$10,310.98
		10/1/2031	\$3,436.99	\$3,436.99	\$3,436.99	\$10,310.98
6	\$42,088.78	1/1/2032	\$3,505.73	\$3,505.73	\$3,505.73	\$10,517.20
		4/1/2032	\$3,505.73	\$3,505.73	\$3,505.73	\$10,517.20
		7/1/2032	\$3,505.73	\$3,505.73	\$3,505.73	\$10,517.20
		10/1/2032	\$3,505.73	\$3,505.73	\$3,505.73	\$10,517.20
7	\$42,910.16	1/1/2033	\$3,575.85	\$3,575.85	\$3,575.85	\$10,727.54
		4/1/2033	\$3,575.85	\$3,575.85	\$3,575.85	\$10,727.54
		7/1/2033	\$3,575.85	\$3,575.85	\$3,575.85	\$10,727.54
		10/1/2033	\$3,575.85	\$3,575.85	\$3,575.85	\$10,727.54
8	\$43,768.36	01/01/2034	\$3,647.36	\$3,647.36	\$3,647.36	\$10,942.09
		04/01/2034	\$3,647.36	\$3,647.36	\$3,647.36	\$10,942.09
		7/1/2034	\$3,647.36	\$3,647.36	\$3,647.36	\$10,942.09
		10/1/2034	\$3,647.36	\$3,647.36	\$3,647.36	\$10,942.09

Initials: 

7/7/26

Date

Year	Annual Rent	Payment Due Date	- Month Breakdown			Quarterly Rent Payment Due Per Section 3 (Pg 2 of 14)
			- Month 1	- Month 2	- Month 3	
9	\$44,643.73	1/1/2035	\$3,720.31	\$3,720.31	\$3,720.31	\$11,160.93
		4/1/2035	\$3,720.31	\$3,720.31	\$3,720.31	\$11,160.93
		7/1/2035	\$3,720.31	\$3,720.31	\$3,720.31	\$11,160.93
		10/1/2035	\$3,720.31	\$3,720.31	\$3,720.31	\$11,160.93
10	\$45,536.60	1/1/2036	\$3,794.72	\$3,794.72	\$3,794.72	\$11,384.15
		04/01/2036	\$3,794.72	\$3,794.72	\$3,794.72	\$11,384.15
		07/01/2036	\$3,794.72	\$3,794.72	\$3,794.72	\$11,384.15
		10/1/2036	\$3,794.72	\$3,794.72	\$3,794.72	\$11,384.15
11	\$46,447.33	1/1/2037	\$3,870.61	\$3,870.61	\$3,870.61	\$11,611.83
		04/01/2037	\$3,870.61	\$3,870.61	\$3,870.61	\$11,611.83
		07/01/2037	\$3,870.61	\$3,870.61	\$3,870.61	\$11,611.83
		10/1/2037	\$3,870.61	\$3,870.61	\$3,870.61	\$11,611.83
12	\$47,376.28	1/1/2038	\$3,948.02	\$3,948.02	\$3,948.02	\$11,844.07
		4/1/2038	\$3,948.02	\$3,948.02	\$3,948.02	\$11,844.07
		7/1/2038	\$3,948.02	\$3,948.02	\$3,948.02	\$11,844.07
		10/1/2038	\$3,948.02	\$3,948.02	\$3,948.02	\$11,844.07
13	\$48,323.81	1/1/2039	\$4,026.98	\$4,026.98	\$4,026.98	\$12,080.95
		4/1/2039	\$4,026.98	\$4,026.98	\$4,026.98	\$12,080.95
		7/1/2039	\$4,026.98	\$4,026.98	\$4,026.98	\$12,080.95
		10/1/2039	\$4,026.98	\$4,026.98	\$4,026.98	\$12,080.95
14	\$49,290.28	1/1/2040	\$4,107.52	\$4,107.52	\$4,107.52	\$12,322.57
		4/1/2040	\$4,107.52	\$4,107.52	\$4,107.52	\$12,322.57
		7/1/2040	\$4,107.52	\$4,107.52	\$4,107.52	\$12,322.57
		10/1/2040	\$4,107.52	\$4,107.52	\$4,107.52	\$12,322.57
15	\$41,896.75	01/01/2041	\$4,189.67	\$4,189.67	\$4,189.67	\$12,569.02
		04/01/2041	\$4,189.67	\$4,189.67	\$4,189.67	\$12,569.02
		07/01/2041	\$4,189.67	\$4,189.67	\$4,189.67	\$12,569.02
		10/01/2041	\$4,189.67	0.00	0.00	\$4,189.67
			TOTAL			\$614,712.38

Amly

Initials: *Amly*
Date: 7/1/26



Jonathan M. Goldman, CPE
Chief Coordinator

Lakes Region Mutual Fire Aid

62 Communications Drive • Laconia, New Hampshire 03246
603.528.9111 • Fax 603.528.5989 • www.lrmfa.org



Erin L. Hannafin, RPL
Deputy Chief Coordinator

Lakes Region Mutual Fire Aid Association

Delegation of Signature Authority

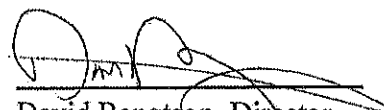
The Delegation of Signature Authority, enacted by the Executive Committee of the Lakes Region Mutual Fire Aid Association, applies to any and all contractual agreements entered in by the Lakes Region Mutual Fire Aid Association. This shall include any and all documents in whatever form and for whatever purpose, including but not limited to the following: Deeds, Leases, Contracts, Certificates, Reports, Releases, Waivers, Proxies, Agreements, Federal and State Applications, Licenses, Registrations, Affidavits, Pleadings, and Responses.

Authorized Signatures:

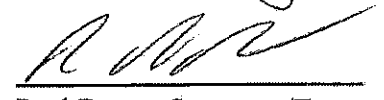
Jonathan M. Goldman, Chief Coordinator
Benjamin LaRoche, President, Chairman of the Board

This authority is granted on July 7, 2026, and shall remain in effect until revoked or revised.


Tim Joubert, Director

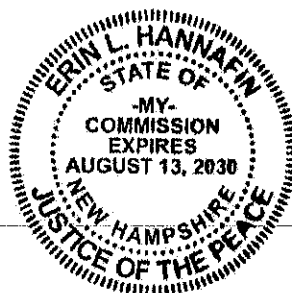

David Bengtson, Director


Jeremy Bonan, Director


Paul Dexter Secretary/Treasurer

State of New Hampshire, County of Belknap the foregoing instrument was acknowledged before me on this 7th day of July, 2026.


Erin L. Hannafin,
Justice of the Peace



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:		Member Number:	Company Affording Coverage:	
Lakes Region Mutual Fire Aid 62 Communications Drive Laconia, NH 03246		529	NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
☒ General Liability (Occurrence Form)	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
☒ Professional Liability (describe)			General Aggregate	\$ 10,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ Automobile Liability Deductible Comp and Coll: \$1,000 ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
☒ Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	☒ Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
☒ Property (Special Risk Includes Fire and Theft)	1/1/2026	1/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only for leased space at 311 Meredith Center Rd, Unit 2, Laconia, NH

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Safety 33 Hazen Drive Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 6/10/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



New Hampshire Council on Resources and Development
NH Office of Planning and Development
100 N Main St., Concord, NH 03301

RECOMMENDATION MEMORANDUM

TO: Kate Vattes, Procurement Manager, New Hampshire Department of Safety

FROM: Brendan McDowell, Staff to CORD, Principal Planner
Office of Planning and Development

DATE: August 7, 2026

Reference: Surplus Land Review 2026-003 – Laconia
The Department of Safety (DOS) requests CORD to consider the Department's proposed Lease of State-Owned Space Agreement, pursuant to RSA 4:40, between the DOS and the Lakes Region Fire Aid Association (LRMFA).

On August 6, 2026, the Council on Resources and Development (CORD) voted to **recommend approval** of the above referenced Surplus Land Review application SLR 2026-003.

Cc: Heather Shank, Chair of CORD and Director, Division of Planning and
Community Development
Shannon Girard, Staff to Legislative Long Range Capital Planning and Utilization
Committee
Mark Doyle, Director of the Division of Emergency Services and
Communications, New Hampshire Department of Safety

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791



EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

September 14, 2026

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

REQUESTED ACTION

In accordance with RSA 4:40, authorize the Department of Safety, to enter into the attached fifteen (15)-year Lease of State-Owned Space agreement with Lakes Region Mutual Fire Aid Association (LRMFA), Laconia, New Hampshire ("Lessee"), in an amount not to exceed \$614,712.38 for the use and occupancy of approximately 4,866 square feet of space in the State-owned Building located at 311 Meredith Center Road, Unit 2, Laconia, New Hampshire (the "Premises"), from November 1, 2026 to October 31, 2041.

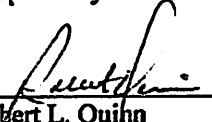
The Department will receive the following rental income during the term of the Agreement:

Year	Term	SF Cost	Annual Rent	% Increase
0	November 1, 2026-December 31, 2026	\$0.07	\$323.40	
1	January 1, 2027-December 31, 2027	\$0.40	\$1,940.40	
2	January 1, 2028-December 31, 2028	\$7.99	\$38,865.05	2%
3	January 1, 2029-December 31, 2029	\$8.15	\$39,642.35	2%
4	January 1, 2030-December 31, 2030	\$8.31	\$40,435.20	2%
5	January 1, 2031-December 31, 2031	\$8.48	\$41,243.90	2%
6	January 1, 2032-December 31, 2032	\$8.65	\$42,068.78	2%
7	January 1, 2033-December 31, 2033	\$8.82	\$42,910.16	2%
8	January 1, 2034-December 31, 2034	\$8.99	\$43,768.36	2%
9	January 1, 2035-December 31, 2035	\$9.17	\$44,643.73	2%
10	January 1, 2036-December 31, 2036	\$9.36	\$45,536.60	2%
11	January 1, 2037-December 31, 2037	\$9.55	\$46,447.33	2%
12	January 1, 2038-December 31, 2038	\$9.74	\$47,376.28	2%
13	January 1, 2039-December 31, 2039	\$9.93	\$48,323.81	2%
14	January 1, 2040-December 31, 2040	\$10.13	\$49,290.28	2%
15	January 1, 2041-October 31, 2041	\$8.61	\$41,896.75	
	Total Rent Due for the Fifteen-Year Term		\$614,712.38	

EXPLANATION

The Lessee is a district fire mutual aid system and a public municipal corporation formed pursuant to NH RSA 154:30-a and 154:30-b. The Lessee uses the premises to provide fire and emergency medical communications services to its member municipalities and fire departments in thirty-five (35) central New Hampshire communities. The Department has no need for this space and the LRMFA is satisfied with the premises and would use this space as their headquarters.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety