

Strategic Partnership Agreement

Town of Amherst and the University of Massachusetts Amherst

This agreement is entered into on this 22nd day of December, 2015 by and between the University of Massachusetts Amherst (University) and the Town of Amherst (Town).

Whereas the University enrolled total students for its Fall 2015 semester of 22,748 undergraduates, along with 6,521 graduate students, for a total undergraduate and graduate enrollment (including 3,868 students enrolled in online degree programs) of 29,269 students, and;

Whereas the Town has a total population, as of the 2010 census, of 37,819 people, including the students living on campus and in rental housing within the boundaries of Amherst, and;

Whereas the University is the second largest employer in the Western Massachusetts, providing economic stability to the Town and to the region, including an estimated direct and indirect economic impact of \$1.9 billion to the Massachusetts economy, and \$30 million spent on goods and services from local businesses and the local towns, including the Town;

Whereas the University constitutes approximately 1,450 acres of property, 898 of which are located in Amherst, or approximately 5% of the land mass of the Town which is comprised of approximately 27.7 square miles or 17,760 acres;

Therefore, the parties agree to the following:

1. Communications. The Town and the University will build upon the strong relationships already established by continuing to engage in direct and constructive dialogue about matters of mutual interest and concern. The Chancellor, the Town Manager, and representative(s) of the Select Board will meet each semester or as needed. The Town Manager and the Chancellor's designee, the UMass Associate Vice Chancellor for University Relations, will meet monthly to discuss projects and issues.
2. Fire and ambulance service. The Amherst Fire Department, owned, operated and managed by the Town, shall continue to provide fire protection and ambulance services received by the campus, the terms of which are attached as an addendum to this agreement. The Town agrees that the funds paid by the University will directly support the Amherst Fire Department to accommodate the needs of the University and its faculty, staff and students. In addition, the University will consider, on an annual basis, providing additional funding during high-peak times, including weekends in September, October, April and May. In fiscal year 2016, the University will

pay \$80,000 to fund additional details during the first eight weeks of the Fall semester and the last six weeks of the Spring semester.

In addition, the University and the Town recognize the benefit of increased collaboration between the Amherst Fire Department and the University's student EMS program. The University and the Town agree to continue this partnership and the close coordination between the two entities.

3. Police cooperation. The Town and the University acknowledge the existence of the mutual aid agreements. It is hereby acknowledged that these agreements represent the understanding between the two entities of the provision of full Police Mutual Aid services between the University and the Town. The Town and the University agree to continue to collaborate during times of high student activity off campus, including weekends in September, October, April and May, as appropriate. The Town and the University agree to continue seeking creative solutions, by working together, to mitigate the impact of off-campus student behavior.
4. Collaboration. The University and the Town agree to continue the work of the University-Town of Amherst Collaborative (UTAC) as an advisory council to the Town Manager and Chancellor to provide leadership and ideas and to build support for future endeavors. Through UTAC, the Town and the University will pursue opportunities in the area of economic development, housing, cultural activities, and other shared goals.
5. Economic Development. The Town and the University will continue to explore and pursue economic development opportunities of benefit to the Town, the University and the region.
6. Water and Sewer. The Town shall provide to the University full water and wastewater services through the Amherst Water Department and the Amherst Wastewater Treatment Department. The University and the Town will continue to collaborate on conservation and cost-saving measures, the terms of which are attached as an addendum to this agreement. In addition to the fee-based water testing already operated by the Town, the University and the Town also agree to explore the feasibility of a fee-based water re-use program operated by the Town.

The Amherst Water Department is the responsible authority for the water on campus, per 310 CMR 22.00. The University is responsible for maintenance of the water infrastructure on campus. The University (as a customer) and the Town will continue to coordinate with the Amherst Water Department regarding new construction and plumbing modifications on campus, specifically with respect to backflow devices.

7. Education. The Amherst Regional Public Schools (ARPS) and the Amherst Elementary Schools (AES) will continue to provide, as required by statute, educational services to all K-12 aged children residing in tax-exempt University housing. The University will continue to support efforts of the schools, through the Superintendent's Five College Advisory Group, and to support and encourage student volunteerism in the ARPS and AES. In addition, the Town and the University agree to jointly study the impact of K-12 students living in tax-exempt housing on the local schools.
8. Payment for Town Services. In recognition of the myriad services the Town provides to the University and its faculty, staff and students, including educating K-12 students who live in tax-exempt housing and first responder services, the University agrees to pay the Town \$120,000 each fiscal year, payable in installments two times a year.
9. Occupancy Fee. The University will provide funding equal to that of a 6% occupancy fee for each occupied room per night at Hotel UMass, excluding rooms paid for by University of Massachusetts accounts. Payments will be made via electronic payment on a quarterly basis.
10. Other. The Town and the University may agree to make additional addenda to this document as issues and opportunities emerge.
11. Terms. The Term of this agreement shall be for three-and-a-half (3.5) years, and shall expire on June 30, 2019. The Town and the University enter into this agreement understanding that changes may be necessary over the life of this agreement.
12. Termination. In the event that the Town or the University, experience changes that materially affect the equity of this agreement, or if relevant, new information becomes available, the party so affected may initiate, and the other party must agree to participate in discussion of amended terms and conditions to this agreement so as to preserve the underlying principles of equity and the allocation of the cost of this agreement. Any modification shall be made by written mutual agreement, and shall become effective only when signed by both parties. Either party may terminate this agreement by giving written notice to the other party 180 days in advance of when the termination is to take effect.

Addendum 1

Strategic Partnership Agreement

Town of Amherst and the University of Massachusetts Amherst

**Fire and Emergency Management Services Agreement Addendum
Between the University of Massachusetts and the Town of Amherst**

Whereas this addendum is in recognition of the services that the Town provides the University of Massachusetts and the allocation of the cost of said services, the University of Massachusetts shall fund the net cost per call for services rendered by the Amherst Fire Department to the University of Massachusetts campus, exclusive of fraternities and sororities outside the geographic bounds of the campus, based upon the total operational, benefit, and capital annual budget, minus revenue from all sources, divided by total annual calls, with credit given to the University for State PILOTS paid to the Town for University property. Calculation shall be based upon actual cost and calls per fiscal year two (2) years prior. The University of Massachusetts Amherst’s annual cost shall be adjusted annually based upon a budget year two (2) years previous. Each year shall be based upon the same formula. Consequently, the University’s total obligation for Fiscal Year 2016 will be calculated by the gross budget for fiscal year 2014 for operations capital and benefits minus revenue from all sources, divided by the total calls:

$$\begin{array}{r} \text{FY 2014 total cost} \\ \text{of Fire/Ambulance} \\ \text{operational, benefits} \\ \text{and capital} \end{array} - \begin{array}{r} \text{Total Fire/} \\ \text{Ambulance} \\ \text{Revenue} \end{array} = \begin{array}{r} \text{FY 2016} \\ \text{University} \\ \text{Obligation} \end{array}$$
$$\frac{\text{Total Calls}}{\text{Total Calls}} \times \begin{array}{r} \text{FY 2014} \\ \text{University Calls} \end{array} - \begin{array}{r} \text{FY 2014 UMass} \\ \text{State PILOTS} \end{array} = \begin{array}{r} \text{FY 2016} \\ \text{University} \\ \text{Obligation} \end{array}$$

The total amount of state PILOTS made to the Town for University property during the basis year (the fiscal year 2 years prior) will be deducted from the amount payable by the University. Annual increases will be capped at 5%, or the percentage increase in operational, benefits and capital costs, whichever is less. Annual decreases will be capped at 5% of the percentage decrease in operational, benefits and capital costs, whichever is less.

The University agrees to notify the Town of Amherst Fire Department immediately upon determination of an event requiring emergency response or the likelihood that conditions are revealed that may lead to such an emergency response.

Addendum 2

Strategic Partnership Agreement Town of Amherst and the University of Massachusetts Amherst

Water and Wastewater Services Agreement Addendum Between the University of Massachusetts and the Town of Amherst

In recognition of the shared interests of the Town and the University in conserving water as a natural resource, the substantial investment made by the University in water conservation (in excess of \$6.5 million), the large and complex infrastructure for water and sewer maintained by the University and the University's concern for the escalating water and sewer costs; the parties agree to the following:

The University will continue to pursue water conservation measures.

The Town will actively pursue measures to keep the costs of water and sewer services down.

The Town will allow the University to use, free of charge, effluent from the wastewater treatment plant.

The Town and the University will make every effort to give the other party reasonable notice of any planned changes in water/sewer rates or usage. The Town will give the University at least 6-months' notice of water and/or sewer rate increases and the University will give the Town notice of any planned -changes likely to have a notable impact on the campus' usage of water and sewer.