

SHARED SERVICES AGREEMENT

Between

TOWN OF DURHAM

And

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

This agreement is entered into this 16 day of ~~April~~, 2024, with an effective date of January 1, 2024, by and between the **Town of Durham** ("Town of Durham"), 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").

WHEREAS, the Town and UNH ("Parties") have agreed to work cooperatively for their collective well-being and future; and,

WHEREAS, the Town recognizes that UNH is part of the University System of New Hampshire, a tax-exempt entity under the laws of the State of New Hampshire, and further is aware of USNH Board of Trustee policy governing payments for municipal services; and,

WHEREAS, UNH acknowledges that the Town provides it with certain municipal services funded by property taxes for which the Town and its taxpayers should be fairly compensated; and,

WHEREAS, the Town acknowledges certain economic, educational, recreational, and cultural benefits of having the University as part of the Community; and,

WHEREAS, UNH acknowledges the importance of contributing to and sustaining an attractive and economically viable community; and,

WHEREAS, the Parties recognize that a series of Agreements have been executed to ensure the mutual well being and partnership between the Town and UNH, which include:

- Jackson Landing Agreement entered into May 2, 2017, with an expiration of December 31, 2025; and
- Fire Service Protection Agreement entered into April 19, 2016, with an expiration date of December 31, 2025 (including Attachment A - Second Amendment of Lease Agreement);
- Memorandum of Understanding regarding A Jointly Funded Replacement Fire Station executed by Administrator Todd Selig on May 4, 2017, and VPFA Christopher Clement on May 17, 2017; and
- Memorandum of Understanding Regarding Long-Range Planning Coordination and Communication executed by Administrator Todd Selig on March 22, 2016 and VPFA Christopher Clement on April 7, 2016; and

- Shared Services Agreement entered into September 13, 2018, dealing with Town-owned roads serving both the town and University campus and with the overall safety and security of UNH students being enhanced by proactive efforts on the part of the Durham Police Department with an expiration of December 31, 2028; and
- Water and Wastewater System Agreement entered into April 19, 2016, with an expiration date of December 31, 2025; and
- Agreement to Reimburse the Town of Durham for the Costs Associated with Sending Children Residing in UNH Owned, Tax Exempt Property to the Oyster River Cooperative School District (ORCSD) Also to be Known "The School Agreement" entered into April 19, 2016, with an expiration date of December 31, 2025 (Note: This agreement already provides for the effective date to roll forward in 1-year increments); and
- Statement of Shared Civic Commitment entered into February 4, 2004, and Updated May 21, 2014, regarding common values and standards between the Town and UNH; and

WHEREAS, The Town and the University recognize that the forementioned agreements continue to meet the mutual interests of the parties and are desirous of extending them such that they renew automatically on an annual basis and would be able to be terminated with ample notice for the parties to address foreseeable impacts;

NOW THEREFORE IN CONSIDERATION of the foregoing preamble and mutual covenants herein contained, the parties hereto agree as follows:

This Agreement shall be binding and inure to the benefit of the parties and their respective legal representatives and successors.

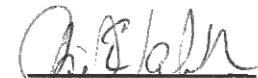
The above action by UNH is predicated on continuation of its current tax and regulatory status, and UNH reserves the right to cease payments if any change to that status occurs in the next Legislative session or in any subsequent session.

If one or more of the provisions of any of the forementioned agreements shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Each agreement forementioned listed will automatically renew for successive one-year terms unless one of the parties provides one year notice in advance of the expiration date that it does not wish to automatically renew the said agreement. The Town and University enter into this agreement understanding that changes may occur over the life of the agreement. To the extent possible, the terms and conditions anticipate reasonably foreseeable growth and development. However, in the event that either the University or the Town experience changes that materially affect the overall equity or fairness of this agreement, or if relevant new information becomes available, the affected party may initiate and the other party agrees to participate in discussion of amended terms and conditions to this agreement so as to preserve equity and fairness in the allocation of cost and responsibility. Any modification or amendment shall be made by written mutual agreement and shall become effective only when signed by both parties.

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

TOWN OF DURHAM



Witness



Todd I. Selig
Administrator

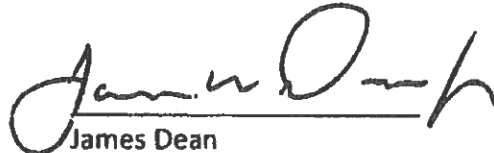


Date


UNIVERSITY OF NEW HAMPSHIRE



Witness




James Dean
President




Date

UNIVERSITY SYSTEM OF NEW HAMPSHIRE



Witness



Catherine Provencher
Vice Chancellor and Treasurer

April 16, 2024

Date