Survival Through Regionalization

Effective Models for Intergovernmental Cooperation and Group Purchasing

Southern New Hampshire Planning Commission

March 2014



Image prepared by the New Hampshire Municipal Association

Final Report Prepared for Municipalities, Counties and School Districts within the SNHPC Region







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March 2014



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Acknowledgements

The Southern New Hampshire Planning Commission would like to thank all the members of the Mutual Sharing Advisory Committee that provided their valuable time and assistance to this project, as well as their guidance in bringing this plan to completion.

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Table of Contents

1.	Background and Project Summary	1
2.	Project Outcomes and Results	1
3.	Mutual Sharing/Group Purchasing Models	3
	Office Supply Bidding	5
	Cooperative Fuel Purchasing	. 17
	Sharing A Grant Writer	. 39
	Sharing a Professional Planner	. 45
	Outsourcing Information Technology (IT)	. 59
	Cooperative Utility Purchasing	. 63
4.	Southern New Hampshire Mutual Sharing Opportunities Survey	. 69
5.	Summary of Existing/Known Mutual Sharing/Cooperative Agreements within Southern New Hampshire Planning Commission Region	. 70

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Survival in fact is about the connections between things.

Edward Said, Culture and Imperialism

1. Background and Project Summary

On December 26, 2012, the New Hampshire Charitable Foundation awarded the Southern New Hampshire Planning Commission (SNHPC) a statewide community impact grant through the Statewide Regional Partnership Fund to carry out the *Survival Through Regionalization:* Effective Models for Intergovernmental Cooperation and Group Purchasing Project.

The purpose of the grant is to implement a pilot program and statewide advocacy to expand resource sharing within the state and to identify ways local government can save time, resources and money in the delivery of public services, programs and facilities. There are two primary objectives:

- Conduct a Pilot Program among willing municipalities and counties in the SNHPC Region (see following map of the SNHPC Region) to identify and develop innovative and successful mutual sharing arrangements, with a specific emphasis on cooperative purchasing agreements; and
- 2. Conduct public education and outreach to promote the results of the pilot program and seek greater mutual sharing across the state.

2. Project Outcomes and Results

During the course of the project (between January 2013 and February 2014), five Advisory Committee meetings were held to identify and evaluate the most pressing mutual sharing and group purchasing needs and opportunities. The project team consisted of SNHPC staff, Dennis Delay with the New Hampshire Center for Public Policy Studies, and Chris Porter, former Researcher with the Local Government Center. The project team worked together to conduct necessary research and facilitate each meeting. The project resulted in the following final outcomes and products:

- For the first time, a comprehensive inventory of existing resource sharing and group purchasing inter-governmental agreements currently in place within the SNHPC Region was created (see spreadsheet in the Appendix);
- The highest priority interests and needs for sharing resources and cooperative purchasing among the 14 municipalities and three counties which make up the SNHPC

¹ The Advisory Committee consisted of representatives and public officials from state, municipal and county government – see Acknowledgements page).

- Region was also identified and evaluated (see Mutual Sharing Opportunities Needs Assessment Survey in the Appendix);
- A series of innovative and successful mutual sharing models were developed demonstrating how local government can work together in sharing resources and group purchasing. All models were endorsed by the project's Advisory Committee and are presented in this report as examples for local government;
- This project is the feature article in the March/April 2014 New Hampshire Town and City magazine, a publication of the New Hampshire Municipal Association; and
- Lastly, the SNHPC is recommending that an ad hoc Mutual Sharing Advisory Committee
 be established to offer local government within the SNHPC Region an opportunity twice
 a year to continue to meet to identify, discuss and work together in sharing resources
 and cooperative group purchasing. The structure of this Advisory Committee will be
 informal and require no official vote or endorsement by each governing board. Local
 governments in the SNHPC Region can elect to participate or not by simply attending
 the meetings.

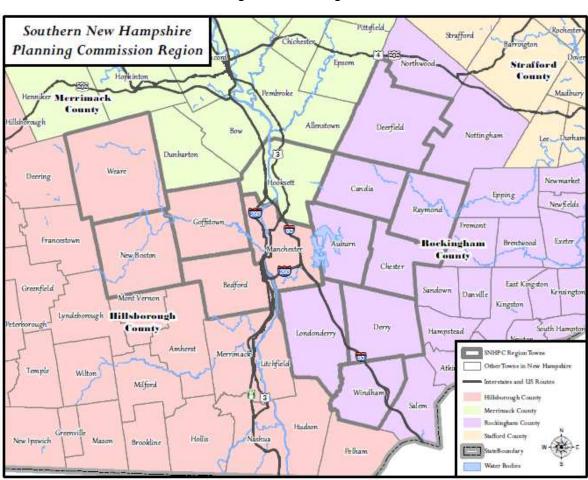


Figure 1: SNHPC Region

(Source: SNHPC)

3. Mutual Sharing/Group Purchasing Models

The series of mutual sharing/group purchasing models developed through this project and presented in this final report include:

- 1. Office Supply Bidding
- 2. Cooperative Fuel Purchasing
- 3. Sharing a Grant Writer
- 4. Sharing a Professional Planner
- 5. Outsourcing Information Technology (IT)
- 6. Cooperative Utility Purchasing

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Office Supply Bidding

(This model is based upon the State of New Hampshire's Department of Administrative Services new office supply purchasing program)

Type of Model: Group purchasing

Description of the Model:

The NH Department of Administrative Services is interested in entering into cooperative agreements for bulk purchases with municipalities; they already do so with other states. The state plans on partnering with interested local governments (municipal, county and school) to allow for joint purchasing of office supplies. The program is not limited to office supplies, but can include other items, such as municipal vehicles, police equipment, etc.

Anticipated benefits include lower overall costs for administrative and office supplies.

The State of New Hampshire is taking the lead on this project, including funding state administrative costs (contracting and order tracking) associated with the program.²

How Does the Model Work?

There is no membership cost or fee associated with the program. Municipalities need only provide their municipal identification number and reference the existing contract number to the desired vendor.

Since this is the first pilot program for the state and as such will provide a benchmark for future analysis, there is no previous case study on cost savings through this or other similar contracts. However, the more local governments that join this office supply group purchasing program, the greater the likely discount on office supplies, compared to a single purchase contract.

During the bid process, the following municipalities and participants included: City of Concord, City of Dover, City of Laconia, City of Nashua, City of Keene and City of Manchester. There was a second bid opening on October 1, 2013. Current participants are City of Concord, City of Dover, City of Laconia, City of Nashua, and Lebanon Housing Authority (City of Keene and Manchester

² Eligible Participants: Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under any contract. In doing so, they are entitled to the prices established under the contract. Participants are solely responsible for their association with the successful Vendor; the State of New Hampshire assumes no liability between the successful Vendor and any of these entities. Participants will be required to sign a participating addendum in order to be eligible to utilize any contract resulting from this bid invitation.

are not under agreement). Pending participants are the Southern New Hampshire Planning Commission and Nashua Boys and Girls Club. Mindy Salomone-Abood, Purchasing Agent with the City of Manchester noted the city also intends to participate in the program in March 2014.

Of all the municipal sharing models this one was perhaps the most promising as it does not require setting up the infrastructure since it is already in place and is just a matter of advertising and increasing participation. Such efforts almost always improve the quality and efficiency of services, and generally result in savings over the long term.

Implementation Tips and Options:

The State of NH currently has Contract #80001465 with WB Mason from November 1, 2013 through October 31, 2016. Other towns may join and there is no membership fee to join. The vendor has to supply quarterly usage reports in Excel to all participants, so participants can track and confirm the receipt of office supplies. The current contract is through WB Mason and offers various discounts on general items within the 28 categories of office supplies.

Any town can participate online or by calling the vendor to receive the discounted pricing. All participating entities, including non-profits, must sign a purchase agreement guaranteeing to use the bid to purchase office supplies **for at least three years**.³ With more entities participating in the group greater pricing discounts can be achieved through the volume of the goods purchased.

Michael P. Connor, Deputy Commissioner for the New Hampshire Administrative Services Department, explained in January 2014 that the potential savings for the program are hard to quantify, because that comparison would depend on the existing discount the city or town already had with their office supplier. However, Deputy Commissioner Connor outlined two compelling reasons for local governments to join the program:

- 1. Pricing with WB Mason (the state selected office supplier) is based on volume, so additional members give the state and other members more leverage and more of a discount
- 2. There are tiered discounts above and beyond the extra savings, so again more members mean more savings for everyone.

He noted that "we welcome any city or town that is willing to join up with us in order to save some money." Discounts on most items eligible for purchase under the program range from 60 to 80 percent (see attachment).

³ Contract may be found at www.admin.state.nh.us/purchasing/vendorresources.asp, click on "Current State Contracts", then scroll down to "Office Supplies"

Financing Mechanisms:

As stated previously, no additional funding is required. The State Department of Administrative Services is committed to ownership and oversight, and bearing the administrative costs of contract negotiation.

Anticipated Obstacles:

The typical impediment encountered in such joint purchasing arrangements is that the different preferences department heads have on items can make it impossible for everyone to agree on one item.

Small local governments jealously guard their independence. Centralization of services ("shared services") entails transfer of responsibility for municipal services to a state or regional authority. Also there is fear of loss of sense of what it means to be an independent jurisdiction. Employees in the local governments often "push back", fearing a loss of autonomy and anticipate reduced responsibilities and "local control".

The central purpose of a cooperative purchasing agreement (for office supplies or any other commercial good) is to realize cost savings through economies of scale. Another challenge of achieving cost savings (consistently) is municipal reliance on incremental budgeting, a budget structure that provides few if any incentives to reduce expenses. By reducing costs, a municipal department risks having their next budget reduced to reflect the savings achieved in the previous fiscal year. The real incentive might be for municipal departments to maximize the purchasing power their budgets afford them in lieu of cheaper office supplies.

Such lack of trust issues can be addressed through increased communication between all of the parties, as well as leadership at the local level. Examples of success stories in similar group purchasing arrangements may also reduce impediments.

Other Examples:

In Massachusetts, in an effort to realize cost savings through economies of scale, the Southeastern Regional Planning & Economic Development District (SRPEDD) organized eight towns in its region to collaborate with the town of Kingston, MA in a cooperative purchase agreement for office supplies. By piggybacking the office supply needs of eight new municipalities onto the existing Kingston contract, SRPEDD attempted to maximize the purchasing power of communities across Plymouth and Bristol Counties. Five of the 23 towns participating in the cooperative purchasing agreement for office supplies provided budget data for FY10 and FY11, indicating that significant cost savings were achieved.

Contact Information:

Robert Stowell
State of NH / Bureau of Purchase and Property
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Concord, NH 03301
603-271-3606
Robert.Stowell@nh.gov

or

Bureau of Purchase and Property

603-271-2201

PRCHWEB@nh.gov

Attachments:

- 1. Participating Addendum for Signed Program Participants
- 2. Program Details, Including Projected Savings for Selected Products

Attachment 1

PARTICIPATING ADDENDUM

FOR OFFICE SUPPLIES

Between

	State of New Hampshire and	
Th	nis Participating Addendum will add	as an Eligible Participant to purchase
fro	om State Contract # 8001465, with State of NH , A	Administrative Services.
1.	Scope: This addendum covers Office Supplies	for the eligible participant(s) noted above.
2.	Changes: (To address any participant Specific	Changes).
3.	Primary Contact: The primary contact for this p Contact:	participating addendum is as follows:
	Entity:	
	Address:	
	City, State, Zip:	
	Phone:	Fax:
	Email:	

This participating addendum and the State Contract # 8001465, (administered by the State of New Hampshire) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and State Contract # 8001465, together with its exhibits, shall not be added to or incorporated into this Addendum or State Contract # 8001465 and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and State Contract # 8001465 and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

City/Town of:	Contractor: WB Mason Co	. Inc
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

Contract may be found at www.admin.state.nh.us/purchasing/vendorresources.asp, click on "Current State Contracts", then scroll down to "Office Supplies"

Attachment 2

STATE OF NEW HAMPSHIRE

Dept. Of Administrative Services

Div. Of Plant And Property Management

Bureau Of Purchase And Property

State House Annex

Concord, New Hampshire 03301

Notice Of Contract

<u>Date:</u> October 30, 2013

8001465 **CONTRACT NO.:**

OFFICE SUPPLIES - Consumable (including small quantity paper orders) For:

Vendor: W. B. Mason V# 174526 R001

97 Eddy Road

Suite 4

Manchester, NH 03102

Contact Persons: Tel. 888 926-2766 Ext. 1815 (DO NOT Rose Levasseur/NH Team

Fax: 800 421-3683

Email: Rose.Levasseur@wbmason.com

Tel. 888 926-2766 Ext. 1834 Luke Bergeron, Sales Rep.

Cell No. 603 365-6656

Email: <u>Luke.Bergeron@wbmason.com</u>

Lindsay Martin, Sales Rep. Cell No. 508 521-5164

Email: Lindsay.Martin@wbmason.com

NIGP Code: 615 6000

PRESS 2)

Effective From: November 1, 2013 Through: October 31, 2016 <u>Terms:</u> N/30 Ordering:

Agencies may place orders direct to vendor by Fax , E-Mail or On-

Line at

www.wbmason.com - Contact vendor to obtain a password for on-

line access

Order Limits: Agencies order direct to vendor via on-line (preferred method) or by

fax or e-mail. Orders over \$500 will automatically be sent to Purchase and Property for electronic approval. No additional PO or

paperwork necessary.

Restrictions: Equipment: Items over \$250 each are considered assets (not

consumable). An FPO or PO must be done for inventory purposes, additionally not allowed under this contract. Also for equipment/asset items, PO must be done for Equipment Freeze to maintain compliance

for release of purchase order/supplies.

See last page for further restrictions/exclusions

<u>Delivery Terms:</u> F.O.B. Destination to any location within the State of New Hampshire

<u>Delivery Time:</u> 1 Business day for in-stock items

3 Business days non in-stock items

<u>Eligible Participants:</u> Political sub-divisions (counties, cities, towns, school districts, special

district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under any contract. In doing so, they are entitled to the prices established

under the contract. Participants are solely responsible for their association with the successful Vendor; the State of New Hampshire assumes no liability between the successful Vendor and any of these

entities. Participants will be required to sign a participating addendum in order to be eligible to utilize any contract resulting

from this bid invitation.

Participating Addendum: Each Participant will complete a participating addendum supplied

by the State of NH-Bureau of Purchase and Property (State). A copy of said addendum, after being executed by the Participant and the

contracted vendor, will be maintained on file with the State.

- A Participating Addendum shall be executed by the contractor and the individual Participant desiring to use the contract.
- Additional Participants may be added with the consent of the contractor and the State through execution of Participating Addendums.
- A Participating Addendum allows for each Participant to add terms and conditions that may be unique to their origin.
- The Participant and the Contractor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.

Contact Robert Stowell at <u>Robert.Stowell@nh.gov</u> for this Participating Addendum

Questions:

Robert Stowell, Purchasing Agent, 603-271-3606 or Robert.Stowell@NH.Gov

or Bureau of Purchase and Property, 603-271-2201 or PRCHWEB@NH.Gov

WB MASON

Category #	Category Description	Bidder Offer %:
1	Adhesives, Glues, Glue sticks, Adhesive Removers	60.5%
2	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets, Etc	88.0%
3	Archive Boxes, Cardboard Boxes, Storage Containers	62.0%
4	Award Frames, Displays, Plaques, Certificates	62.0%
5	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubberbands, Scissors, Shears, Cutters, Trimmers, Hole Punches, Binder, Combs, Rings & Spline, Knives, Cutters, Blades, Scrapers, Badges, & Holders/Lanyards	61.0%
6	Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards (all under \$250)	66.0%
7	Calendars, Deskpads, Refills, Planners	61.0%
8	All Calculators (under \$250), Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape	62.0%
9	ACCESSORIES: CD and DVD Cases, CD and DVD Storage, VHS Tapes, CD Mailers, Ribbons, Typewriters, Computer Bags and Cases, Camera Film, Photo Paper, Camera Bags, Camera Cases, Mouse pads, Wrist Rests, Keyboard	51.5%
10	Chairmats (under \$250)	76.0%
11	Clocks, Hooks, Lamps	72.5%
12	Correction Fluid, Correction Tape, Correction Pens	67.5%
13	Dusters, Computer Dust-off, All Wipes, Lysol, Clorox, Hand Soaps, Windex, Air Freshener, Dust Pans	62.5%
14	Erasers, Dry Erase Erasers, Chalk, Crayons	65.0%
15	Ink Pads, Refills, Stamps	84.0%
16	Labels, Label Makers, Label Holders	75.0%
17	Packaging, Envelopes, Fingertips, Letter Openers, Moistener	78.0%
18	Notebooks, Notepads, Pads of Paper, Post it Notes, Art Paper, Construction Paper, Crepe Paper	73.5%
19	Office/Desk Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Extension Cords, Headsets, headset accessories	71.0%

WB MASON, continued

20	Paper, small quantities (1 to 10 cases) (30% Post Consumer)	84.2%
20B	Paper, small quantities (1-10 Cases) (all)	83.2%
21	Pens, Pen Refills, Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Markers, Highlighters	62.0%
22	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles	62.0%
23	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape	60.0%
24	Sign Holder, Flyer Holders, Racks, Literature Displays, No Signs or Name Plates	84.0%
25	Staplers, Staples, Staple Removers	82.0%
26	Tape, Tape Dispensers, Embossing Tape, Velcro Products	70.0%
27	Transparency Film, Transparency Paper, Laminators (under \$250), Laminating Supplies, Laminating Pouches	73.5%
28	Un-Categorized Spend	10.0%

VOLUME DISCOUNTS BASED ON STATE/PARTICIPANT USAGE:

In addition to the standard category based discounts specified above, the bidder agrees to offer a further discount on each item purchased according to the following tiered structure:

Tier 1 – \$0 to \$1M	3.3%
Tier 2 – \$1M to \$1.5M	3.5%
Tier 3 – \$1.5M to \$2.0M	3.8%
Tier 4 – \$2.0M to \$2.5M	4.3%
Tier 5 – \$2.5M to \$3.0M	4.5%
Tier 6 – \$3.0M & above	5.3%

EXCLUDED ITEMS FOR STATE OF NH AS FOLLOWS (OR ANY INDIVIDUAL ITEM OVER \$250)
DOES NOT APPLY TO ELIGIBLE PARTICIPANTS
Batteries Chargers, UPS Power Supply, Surge Protectors over \$250
Cups, Spoons, Forks, Plates, Bowls
Digital Voice Recorders and Cameras, Binding systems (supplies are allowed)
First Aid, Hand Lotions, Pain Relief, Gloves, Safety Supplies
Mailing Tubes, Mailing Tubs, Digital Scales
All Printers, Copiers, Fax Machine & Supplies
Computer related items like Mouse, Keyboards, monitors, drives, USB Drives, Flash Memory, Zip Disks, DVD, CD, and media
Garbage Can Liners, Shredder bags, Surge Protectors
Business Cards, Custom Signs, Signs, name plates and custom stamps, Custom Envelopes and Imprinting of any sort
Storage Cabinets, Filing Cabinets, File Storage Systems, Rails
Shredders, Laminators, various computer/office machines, staplers or desk accessories over \$250
ALL Toners and Ink Cartridges, Fusers, Kits, Drums of any kind
All furniture, Book Cases, Book Ends, Book Shelves (Racks and hangers under \$100 Ok)
Break room/Appliances/Janitorial/Cleaning Supplies/ Tissue, Paper Towels, Napkins
Air cleaners
Audio Visual Equipment (supplies ok)
Carts and Hand Trucks
Cash Handling Equipment (supplies are allowed)
Telephones over \$250 and All Telephone systems
Time Clocks over \$250

CALENDAR PAD REFILLS, BASES, DIARIES, WALL, ETC:

61.1% Discount for Calendar products ordered online via the WB Mason website and General Catalog 2014-2015.

Calendar orders placed will be subject to contract/availability from manufacturers.

Cooperative Fuel Purchasing

Type of Model: Group purchasing

Description of the Model:

Six municipalities and one county in the Southern New Hampshire Planning Commission region expressed interest in participating in collective fuel purchasing.

Collective fuel purchasing by municipalities is commonly performed through joint service agreements. Joint Service Agreements are "agreements between two or more municipalities to join forces to plan, finance, and deliver a service within the boundaries of all participating jurisdictions"⁴ The joint purchasing and maintenance of equipment and shared solid waste disposal districts constitute the majority of these arrangements between municipalities.

The goals and benefits of a joint service agreement are to reduce purchasing costs through economies of scale. Essentially "buying in bulk", the anticipated benefit is a reduced cost of highway products for all participants.

Usually a collective fuel purchasing agreement requires a lead participant – a local government that will take primary responsibility for the contract bid process and administration for the other local governments participating in the joint service agreement.

Within the SNHPC Region there are currently two primary forms of cooperative fuel purchasing opportunities and agreements. These include:

- The NH DOT Fuel Distribution Bureau's Fuel Distribution Program. There are roughly 40 automated fuel operating systems in place at various locations throughout New Hampshire managed by the Fuel Distribution Bureau. Municipalities and other government entities can participate by sending their vehicles there for fueling. The state purchases the fuel ahead of time in anticipation of the economy. A more complete description of the program is contained in an attachment to this report. The Towns of Auburn and Derry within the SNHPR Region currently participate in the state's fuel depot and thus do not have the cost of owning and maintaining a fuel facility.
- Cooperative Fuel Purchase for Propane and Heating Oil. Currently, SAU #19 and the towns of Dunbarton, New Boston, Goffstown are currently working together in a cooperative fuel purchase for propane and #2 heating oil. Copies of the SAU #19 Invitations to Bid are attached to this report.

⁴ Schumaker, Laura, "Understanding and Applying the new Inter-municipal Agreements Law". Municipal Advocate Vol.24, No.3.

How Does the Model Work?

Shared service agreements are more formal contractual relationships for sharing goods or services. Shared service agreements take several forms:

- 1) A local government or host agency acts as lead and provides defined services or goods to one or more governments for an agreed-upon price;
- 2) A local government or host agency provides services and goods to other governments on an as-needed basis; and
- 3) Two or more local governments jointly plan, finance, and provide services or purchase goods for use by all the governments participating in the agreement ("joint service" model).

Some of the primary services provided by lead government or host agency generally include:

- Financial management, including providing an annual audit, payroll, health insurance and bill processing;
- Procurement policies and services;
- Legal counsel;
- Administration of the cost allocation formula and invoicing of participating towns; and
- Presence at governance committee meetings.

Implementation Tips and Options:

Eric Zeemering, an assistant professor at the University of Maryland, and Daryl Delabbio, a county administrator in Michigan, found it isn't just fiscal constraints that are causing so many governments to rethink how they deliver services. The authors report they found plenty of other motivations, including the ability to share in innovative approaches, such as reverse auctions to improve regional decision-making; to transfer skills and knowledge, such as website design and maintenance; and to increase the level or quality of services.⁵

They found a successful shared-services project has three preconditions:

• **Leadership** is needed at every level, not only by town administrators but also by those implementing the joint purchasing agreement.

⁵ "The Accelerating Movement to Share Services" by: John M. Kamensky | December 6, 2012, Governing Magazine

- **Trust, reciprocity and transparency** are critical elements of success, since relationships are the currency of how things get done in government.
- Clear goals and measurable results would include estimates of expected savings in the joint purchase agreement.

Financing Mechanisms:

Most joint service agreements do not require additional financing. The lead agency or local government may bear additional administrative costs related to the bid and tracking process, but these are likely to be minimal. Extra time should be allowed for regular meetings with the parties to the agreement.

Anticipated Obstacles:

Some of the issues surrounding joint service agreements are bidding procedures; contract language; administration (monitoring delivery); and the type of agreement – a lead municipality provides the procurement services for one or more municipalities or a joint service agreement through multiple municipalities which share services through a third party such as the council of government.

Municipalities considering entering into an inter-municipal agreement might have problems reaching consensus on identifying a lead municipality, or the municipalities making up the group might be hesitant in taking on the "lead" role. In addition, seeing neighbors as rivals rather than potential partners can keep cities and towns from engaging in municipal agreements. Fear of financial mismanagement by the lead agency can also be a barrier to undertaking a joint service agreement.

Again leadership and communication among all parties to build and retain trust are key elements of any joint agreement. In addition, technical assistance provided by the state or the regional planning commissions could be of great value. Although New Hampshire local government could access resources related to the development of shared service agreements, there is no one "go to" source from which municipalities interested in exploring collaborative agreements can get information. Such a fractured system can lead to confusion and the premature conclusion of potential agreements.

At the least the state could centralize regionalization resources, such as sample agreements and best practices, on a single website, including examples of how to replicate existing successful programs.

Other Examples:

Case studies in other states suggest that the savings derived from reduced fuel purchase expenses outweigh the additional administrative costs of the agreement.

The Franklin (MA) Regional Council of Government (FRCOG) has put into place a fee for service program for all yearly bids for diesel fuels, heating oil, etc. Approximately 22 different, multifaceted products and/or services are offered to participants on a fiscal year basis. There is a fee charged to participate in any number of the highway products and/or services which is paid quarterly. Surveys are sent to potential participants in March; returned surveys are collated with quantities required for all items to be bid; bids are issued and mailed to the established list of vendors for each different bid; bid openings are held in public meetings; bids are reviewed for errors, proper documents, etc.; bid results are prepared and sent to participants with recommendation for awards; participants respond by providing their awards and permission for the FRCOG to award on their behalf; contracts are drawn up and awards are made on behalf of the participants; contract management and troubleshooting are done on an as-needed basis. The service fee covers the cost for procurement staff and the fee is based on population size among the region's 26 communities.⁶

Another highlight: The Franklin Regional Council of Governments also provides accounting services to 11 towns. Most participating local governments pay less overall for the service than they would have spent independently. One participating town has reduced its accounting labor cost by 43 percent. An unexpected benefit is participating municipalities that retain the same independent accounting firm to conduct its annual audit have experienced decreased costs because of the uniformity and consistency of their accounting processes and procedures.⁷

Contact Information:

For more information on the New Hampshire Department of Transportation Fuel Distribution Program, contact:

Brian L. Pike, Fuel Distribution Manager NHDOT Bureau of Fuel Distribution PO Box 483, 7 Hazen Dr. Concord, NH 03302-0483 603-271-8931 603-419-9318 cell

⁶ http://frcog.org/services/coop_purchasing/index.php

⁷ Source: Report of the Regionalization Advisory Commission, April 30, 2010, available online at: www.mass.gov/governor/regional

For examples of existing contract agreements and bids for the propane and heating oil group purchasing agreement among (towns of Dunbarton, Goffstown, New Boston and SAU #19), contact the School Administrative Unit #19.

Business Administrator School Administrative Unit #19 11 School Street Goffstown, NH 03045

Attachments:

- 1. Description of New Hampshire Department of Transportation Fuel Distribution Program
- 2. SAU #19 INVITATION TO BID #2 HEATING OIL
- 3. SAU #19 INVITATION TO BID PROPANE
- 4. SAU #19 INVITATION TO BID PAPER

Attachment

New Hampshire Statewide Fuel Distribution System

The State of New Hampshire Department of Transportation Bureau of Fuel Distribution currently administers a **statewide fuel distribution system** to reduce vehicle-operating costs by eliminating retail (off-site) fuel purchases for government vehicles; to improve accountability for fuel usage in all government agencies operating in the state; to increase control over state owned fuel inventory and manage a state administered strategic fuel reserve; and to provide for necessary oversight for the statewide fuel management system.⁸ This statewide fuel distribution system currently consists of 41 automated/49 manual fueling facilities located in six regions of the state.



Figure 2: NH Department of Transportation Fueling Facility

The following map shows the location of state fueling facilities within the Southern New Hampshire Planning Commission area.

More information on Fuel Distribution System can be obtained at the Bureau of Fuel Distribution website: www.nh.gov/dot/org/operations/highwaymaintenance/fuel-distribution/index.htm

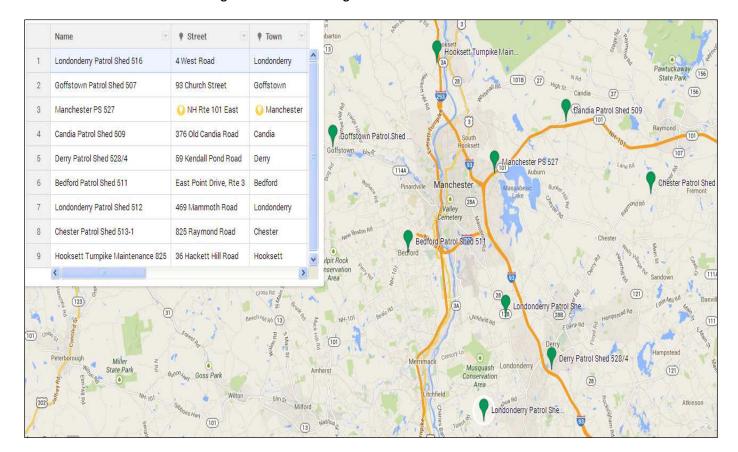


Figure 3: NH DOT Fueling Facilities in SNHPC Service Area

Each fueling facility is available to all state departments, institutions, agencies and political subdivisions of the state for use 24 hours a day 7 days a week. Local governments can set up an account to purchase fuel at these facilities at reduced costs. Automated facilities require both a tag and pin number to operate. There are also key lock and manual facilities which are only available when the site manager is present.

NH DOT purchases gasoline and diesel fuels in bulk, typically on a contracted annual cost basis based upon the total number of gallons consumed in the prior year. Many towns and county governments can avoid having to own and maintain individual fueling facilities if they set up an account to fuel their vehicles at the closest facilities to them.

The NH DOT program is only available to state and local governments and therefore allows users of the system to purchase motor fuel already stripped of the Federal Excise Tax and the State Road Toll, both otherwise known as the gas tax.

If a municipality were to purchase fuel from a private vendor they would have to invest administrative resources to track and process rebates with the respective governments to recoup the gas taxes paid. The taxes are as follows:

- Unleaded \$0.18 State, \$0.184 Federal
- Diesel \$0.18 State, \$0.244 Federal (this applies to any Biodiesel up to B98)

The New Hampshire Fuel Distribution group will send one invoice for all of a local government's fuel usage, including what was fueled, by whom, and where, and all the gallons and mileages of each vehicle. The system allows the customer to have as much accountability of their employees as they choose. The invoicing by Fuel Distribution can save time and effort on the part of personnel of the customers to track and pay private vendors.

It is important to note that local governments are not committed to use the state fuel distribution program exclusively, even if they have created a customer account with the New Hampshire Department of Transportation. Therefore local governments in New Hampshire may switch between local fuel dealers and the state program, depending upon which has the most attractive price at the time. The New Hampshire DOT does charge administrative costs to itself and to local governments to support the program – 15 cents for gasoline and 20 cents for diesel fuel. So even though the state does not charge participants state and federal excise taxes, there could be situations where private dealer prices (which also do not include state and federal excise taxes if sold to local governments) could be lower than for the DOT program.

Geography and access to the fuel facilities is often a transportation/cost issue for many communities. A regional model for cooperative fuel purchasing could be one of the most cost-effective for participants as well as convenient for vendors because of the close proximity of "drops" within an area. Similar to the office supply bid model, the more towns and counties participating, the lower fuel costs can be obtained through bulk purchasing.

SCHOOL ADMINISTRATIVE UNIT #19 Dunbarton, Goffstown, New Boston School Districts TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities)

July 18, 2013

INVITATION TO BID - #2 HEATING OIL

The School Administrative Unit #19 and the Towns of Dunbarton and Goffstown (Municipalities) are soliciting bids to provide #2 Heating Oil for the year beginning August 1, 2013 through June 30, 2014 for the following organizations:

- A Goffstown School District
- B. Dunbarton School District
- C. New Boston School District
- D. School Administrative Unit #19
- E. Town of Goffstown
- F. Town of Dunbarton

Said bids are due no later than Wednesday July 31, 2013 at 3:30 PM. We request a validity period of ten (10) working days. Bids shall be submitted on the form(s) furnished, in sealed envelopes, clearly marked with your company's name and address, annotated "Bid – #2 Heating Oil" and addresses as follows:

Business Administrator School Administrative Unit #19 11 School Street Goffstown, NH 03045

REQUIREMENTS: Bids must include transportation and delivery. All fuel furnished shall conform to Federal Standards VV-F 815A, as amended. The maximum sulfur of #2 Heating Oil is 0.4%. In the event of a change in the federal standard, sulfur content will not exceed whichever is the lowest sulfur content. Billing will be via monthly invoice with all delivery tickets attached. Fees and taxes are fixed at the bid price submitted for the duration of the contract. No additional cost or fees of any kind will be honored. Morning call, afternoon delivery and afternoon call, morning delivery will be provided when necessary; automatic delivery will be in place for this contract period unless notified otherwise. The vendor's ability to support and monitor automatic delivery is a requirement of this bid. While on automatic delivery it is the vendor's responsibility to ensure the tanks maintain a sufficient level of fuel for continued, uninterrupted operation. Any and all costs incurred by School Administrative Unit #19, its participating school districts and/or the Towns of Dunbarton and Goffstown (Municipalities) associated with a disruption in heating due to insufficient fuel levels will be the financial responsibility of the vendor.

<u>DISCOUNTS:</u> Please indicate payment term(s)/discount(s) available from bid price(s) in addition to discounts available for prepayment of anticipated annual usage.

<u>IMPORTANT NOTE:</u> The organizations listed above reserve the right to reject any and all bids, or portions thereof, and to waive any informality in any or all bids, as the above organizations deem it advantageous. Unit prices are required, as the above organizations reserve the right to reduce or increase the total number of gallons ordered.

NO BIDS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED. Telephonic or telegraphic (fax) will not be considered. School Administrative Unit #19 and/or the Towns of Dunbarton and Goffstown (Municipalities) are not responsible for bids not properly marked. Postmarks indicating date of mailing will not be considered as evidence of intent to submit bids in the proper time. In order to be considered all bids must be in conformance and agreement with the Bid Documents and Specifications.

SCHOOL ADMINISTRATIVE UNIT #19 Dunbarton, Goffstown, New Boston School Districts TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities)

#2 HEATING OIL BID August 1, 2013 through June 30, 2014

LOCATION	# TANKS /CAPACITY	ESTIMATED CONSUMPTION IN GALLONS
Dunbarton Elementary School	6,000 gallons	18,000
GOFFSTOWN SCHOOLS		
Maple Ave. Elementary School	10,000 gallons	16,000
Goffstown High School	8,000 gallons	12,150
Total Goffstown Schools		46,150
New Boston School	4,000 gallons	15,000
SAU #19 Admin. Bldg.	(2)-300 gallons	3,500
Town of Goffstown Municipality		
Library, 2 High Street	275 gallons	1,100
Fire Station #17, Tirrell Hill Rd.	275 gallons	2,000
Fire Station #18, 18 Church St.	1,000 gallons	4,100
Fire Station #19, 656 Mast Rd.	1,000 gallons	5,800
Grasmere Town Hall, 87 Center St.	(2)- 275 gallons	2,400
Parks & Rec. Center, 155 S.Mast Rd.	500 gallons	1,600
Total Municipality		17,000

#2 HEATING OIL BID August 1, 2013 through June 30, 2014

LOCATION	# TANKS /CAPACITY	ESTIMATED CONSUMPTION IN GALLONS
Town of Dunbarton		GALLONS
Town Office 1011 School Street Dunbarton NH 03046	(2) - 275 gallons	2,000
Town Library 1004 School Street Dunbarton NH 03046	(1) - 275 gallons	1,400
Dunbarton Highway Garage 10 Everett Road Dunbarton NH 03046	(1) - 275 gallons	1,000
Fire Department/Police Department 18 Robert Rogers Road Dunbarton NH 03046	(2) - 275 gallons	1,600
Total Municipality		6,000
TOTAL GALLONS FIXED PRICE PER GALLON TOTAL COST		87,650 \$
COMPANY NAME:		
SIGNATURE:	TITLE:	
DATE:	 -	

NOTE: BIDS MUST BE ENTERED FOR ALL LOCATIONS

#2 HEATING OIL BID August 1, 2013 through June 30, 2014

DATE:		
BIDDER:		_
ADDRESS:		<u> </u>
TELEPHONE:	FAX:	<u>_</u> #
AUTHORIZED BY:	TITLE:	
bona fide, fair and made w	vithout collusion or fraud w	enalties of perjury that this bid is in all respects th any other person. As used in this section the e, partnership, corporation, or other business or
School Districts, School (Municipalities) will partic member of his immediate the award or administration or she as or any member of an officer or employee of the school	Administrative Unit #19 cipate in the award or admin family has an interest. No son of a contract with any per f his or her immediate famil	agent of the Dunbarton, Goffstown, New Boston and/or Towns of Dunbarton and Goffstown istration of a contract in which he or she or any ach employee, officer or agent will participate in on, firm, partnership or corporation in which he is an officer or employee or is about to become hit #19 and its relative school districts and/or the
SIGNATURE:	TITLE:	

July 18, 2013

INVITATION TO BID - PROPANE

The School Administrative Unit #19 and the Towns of Dunbarton and Goffstown (Municipalities) are soliciting bids to provide propane for the year beginning August 1, 2013 through June 30, 2014 for the following organizations:

- A. Dunbarton School District
- B. Goffstown School District
- C. New Boston School District
- D. Town of Goffstown
- E. Town of Dunbarton

Said bids are due no later than Wednesday, July 31, 2013 at 3:30 PM and must be valid for Ten (10) days. Bids shall be submitted on the form(s) furnished, in sealed envelopes, clearly marked with your company's name and address, annotated "Bid - Propane" and addressed as follows:

Business Administrator School Administrative Unit #19 11 School Street Goffstown, NH 03045

Bids must include transportation and tailgate delivery, if applicable. No additional fees are to be charged for removal, replacement, set up, or use of vendor's tanks.

<u>DISCOUNTS:</u> Please indicate payment term(s)/discount(s) available from bid price(s).

<u>IMPORTANT NOTICE:</u> The above organizations reserve the right to reject any and all bids, or portions thereof, and to waive any informality in any or all bids, as the above organizations deem it advantageous. **Unit prices are required**, as the above organizations reserve the right to reduce or increase the total number of gallons ordered.

NO BIDS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED. Telephonic or telegraphic (fax) will not be considered. School Administrative Unit #19 and/or the Towns of Dunbarton and Goffstown (Municipalities) are not responsible for bids not properly marked. Postmarks indicating date of mailing will not be considered as evidence of intent to submit bids in the proper time. In order to be considered all bids must be in conformance and agreement with the Bid Documents and Specifications.

SCHOOL ADMINISTRATIVE UNIT #19

Dunbarton, Goffstown, New Boston School Districts TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities) PROPANE BID

August 1, 2013 through June 30, 2014

SCHOOL ADMINSTRATIVE UNIT #19

Location		Tank	
Tank Size	Use	Ownership	Consumption
Dunbarton Elementary School			
100 Gallons	Kitchen	Vendor	600 Gals/yr
100 Gallons	Hot Water	Vendor	700 Gals/yr
Bartlett Elementary School			
4 – 100 Gallons	Portable Bldg	Vendor	1,500 Gal/yr
Maple Ave. Elementary School			
500 Gallons	Kitchen	Vendor	400 Gal/yr
2-100 Gallons	Portable Bldg	. Vendor	900 Gal/yr
Glen Lake School	Main Bldg	Vendor	8,000 Gal/yr
1000 Gallons	and the second s		
Mountain View Middle School			
4-1000 gallons	Main Bldg	School (Underground)	51,000 Gal/Yr
500 Gallons	Kitchen	Vendor	1,400 Gal/yr
100 Gallons	Science	Vendor	100 Gal/yr
Goffstown High School			
4-1000 gallons	Main Bldg	School (Underground)	70,000 Gal/Yi
500 Gallons	Science	Vendor	100 Gals/yr
600 Gallons	Kitchen	School (Underground)	1,300 Gal/yr
New Boston Central School			
2-1000 Gallons		School (Underground)	15,000 Gal/yr
Sub Total			151,000 Gal/yr

Dunbarton, Goffstown, New Boston School Districts

TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities) PROPANE BID

August 1, 2013 through June 30, 2014

TOWN OF GOFFSTOWN

Location	Eur I	Tank	1/252/11/11/11/11/2011
Tank Size	Use	Ownership	Consumption
Police Department	CONTRACT DECORAGE	15500 1160	400 AMARING SAFE 18010
3 – 1000 Gallons	Main Bldg	Vendor	8,400 Gal/yr
Dept. of Public Works			
404 Elm St.			
1 - 1000 Gallon		Vendor	4,500 Gal/yr
Grasmere Town Hall			
87 Center St.			
2 – 275 Gallons		Vendor	1,000 Gal/yr
E. Union Pump Station		Town	700 Gal/yr
27 E. Union Street			
1-500 Gallons			
Moose Club Pk. Pump Station		Town	400 Gal/yr
10 Moose Club Pk. Road			1976 A S. S. S. S. S.
1 – 500 Gallons			
Elm St. Pump Station		Town	150 Gal/yr
50 Elm St.			54
1 – 500 Gallons			
Riverview Park Pump Station		Town	150 Gal/yr
19 Riverview Pk. Road			2000 CONTRACTOR (1000)
1 – 500 Gallons			
Fire Station #17			
Tirrell Hill Rd.			
2 – 100 Gallons		Vendor	250 Gal/yr
1 – 500 Gallons		Town	250 Gal/yr
Fire Station #18		Town	5,000 Gal/yr
18 Church St.			
1 – 500 Gallons			
Fire Station #19		Town	100 Gal/yr
656 Mast Rd.			4
1 – 500 Gallons			

Dunbarton, Goffstown, New Boston School Districts

TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities) PROPANE BID

August 1, 2013 through June 30, 2014

TOWN OF GOFFSTOWN

Location	22111	Tank	
Tank Size	Use	Ownership	Consumption
Police Comm. Tower		Vendor	100 Gal/yr
216 Perimeter Rd.			(473)
1 – 500 Gallons			
Town Hall		Town	250 Gal/yr
16 Main St.			Pro- Andrews Commission - Pro-
2 – 100 Gallons			
Parks & Recreation		Vendor	1,200 Gal/yr
155 So. Mast Rd.			5/
3 – 120 Gallons			
Sub Total			22,450 Gals/yr

TOWN OF DUNBARTON

Location		Tank	
Tank Size	Use	Ownership	Consumption
Dunbarton Transfer Station		Vendor	450 Gal/yr
131 Concord Stage Road			3.0
Dunbarton, NH 03046			
1 - 125 gallon			
Sub Total			450/Gal/yı

Total 173,900 Gals/yr

Dunbarton, Goffstown, New Boston School Districts TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities)

PROPANE BID August 1, 2013 through June 30, 2014

DATE:		
BIDDER:		
ADDRESS:		
TELEPHONE:FAX	:	
AUTHORIZED BY:	TITLE:	
fide, fair and made without collusion or	tifies under penalties of perjury that this bid is in all respects be fraud with any other person. As used in this section the we venture, partnership, corporation, or other business or legal en	vord
School Districts, School Administrati (Municipalities) will participate in the a member of his immediate family has an award or administration of a contract wi as or any member of his or her immediat	yee, officer or agent of the Dunbarton, Goffstown, New Bove Unit #19 and/or Towns of Dunbarton and Goffst ward or administration of a contract in which he or she or nterest. No such employee, officer or agent will participate in the any person, firm, partnership or corporation in which he or a family is an officer or employee or is about to become an officer Unit #19 and its relative school districts and/or the Town sol.	any the she ficer
SIGNATURE:	TITLE:	

Dunbarton, Goffstown, New Boston School Districts TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities) PROPANE BID

August 1, 2013 through June 30, 2014

SCHOOL ADMINSTRATIVE UNIT #19

ESTIMATED (ONSUMPTION IN GALLONS – 173,900 Gallons/Year
UNIT PRICE:	BIDDER FIXED PRICE PER GALLON
	TOTAL COST
TWO-YEAR B July 1, 2014 thr	D (Optional) ough June 30, 2015
ESTIMATED (ONSUMPTION IN GALLONS – 173,900 Gallons/Year
UNIT PRICE:	
	Est. Cost
YEAR 1	BIDDER FIXED PRICE PER GALLON
YEAR 2	BIDDER FIXED PRICE PER GALLON
	TOTAL TWO-YEAR COST
vendor's responsib operation. Any an Towns of Dunbart	n automatic delivery of propane with no additional fees. While on automatic delivery is ility to ensure the tanks maintain a sufficient level of propane for continued, uninters if all costs incurred by School Administrative Unit #19, its participating school districts on and Goffstown (Municipalities) associated with a disruption in service due to insufable the financial responsibility of the vendor.
Company Name	:

July 18, 2013

INVITATION TO BID - PAPER

The School Administrative Unit #19 is soliciting sealed bids to provide 20# Paper Supplies for the year beginning August 1, 2013 through June 30, 2014 for the following organizations:

- A. Dunbarton School District
- B. Goffstown School District
- C. New Boston School District
- D. School Administrative Unit #19
- E. Town of Goffstown
- F. Town of Dunbarton

Said bids are due no later than Wednesday, July 31, 2013 at 3:30PM and must be valid for Thirty (30) days. Bids shall be submitted on the form(s) furnished, in sealed envelopes, clearly marked with your company's name and address, annotated "Bid – Paper Supplies" and addressed as follows:

Business Administrator School Administrative Unit #19 11 School Street Goffstown, NH 03045

Bids must include transportation and delivery at the site into the appropriate storage location.

Discounts: Please indicate payment terms/discount(s) available from bid price(s).

Alternate bid must be clearly marked as alternates on the bid form and specifications provided with samples also marked "alternate."

The above organizations reserve the right to reject any and all bids, or portions thereof, and to waive any informality in any or all bids, as the above organizations deem it advantageous. Firm, fixed unit prices are required, as the above organizations reserve the right to reduce or increase the total quantity ordered. Case size purchases will be made with no minimum order quantity requirement.

NO BIDS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED. Telephonic or telegraphic (fax) will not be considered. School Administrative Unit #19, the School Districts of Dunbarton, Goffstown, New Boston, and the Towns of Dunbarton and Goffstown (Municipalities) are not responsible for bids not properly marked. Postmarks indicating date of mailing will not be considered as evidence of intent to submit bids in the proper time. In order to be considered all bids must be in conformance and agreement with the Bid Documents and Specifications.

PAPER BID

August 1, 2013 through June 30, 2014

Specification:

- 1. Bid prices must be fixed from August 1, 2013 through June 30, 2014 and delivery guaranteed within 10 days of receiving purchase order.
- 2. The school districts and the municipalities are at a disadvantage for storage capacity, so the bidder should be able to provide this service, if required, to the school districts and to the towns at no additional charge.
- Requirement for advanced purchase of entire lot quantity will not be considered.

Date:	
Bidder:	
Address:	
Telephone:	Fax:
Authorized by:(Type na	ne and title)
bona fide, fair and made without co	ned certifies under penalties of perjury that this bid is in all respects tusion or fraud with any other person. As used in this section the word oint venture, partnership, corporation, or other business or legal entity.
relative school districts and/or Tov award or administration of a contra an interest. No such employee, offi with any person, firm, partnership of family is an officer or employee or	ployee, officer or agent of the School Administrative Unit #19 and its of Dunbarton and Goffstown (Municipalities) will participate in the in which he or she or any member of his or her immediate family has er or agent will participate in the award or administration of a contract corporation in which he or she or any member of his or her immediate is about to become an officer or employee of the School Administrative cts and/or Towns of Dunbarton or Goffstown (Municipalities).
Sionature:	Title:

Dunbarton, Goffstown, New Boston School Districts TOWNS OF DUNBARTON AND GOFFSTOWN (Municipalities) PAPER BID

August 1, 2013 through June 30, 2014

Instructions to Bidders: Bid on described items or equivalent.

Bid prices must be fixed from August 1, 2013 through
June 30, 2014.

June 30, 2014.			
Quantity	Brand Name/Description	Bidders Brand Name	<u>Unit</u> <u>Bid Price</u>
21680 rms	* Dual Purpose Paper, 20# white, 8.5 x 11		r
450 rms	Dual Purpose Paper, 20# pink, 8.5 x 11		:
275 rms	Dual Purpose Paper, 20# blue, 8.5 x 11		:=====
365 rms	Dual Purpose Paper, 20# green, 8.5 x 11		
430 rms	Dual Purpose Paper, 20# canary, 8.5 x 11		
250 rms	Dual Purpose Paper, 20# goldenrod, 8.5 x 11	-	(
200 rms	Dual Purpose Paper, 20# cherry, 8.5 x 11	· · · · · · · · · · · · · · · · · · ·	
225 rms	Dual Purpose Paper, 20# lilac, 8.5 x 11	-	: #
50 rms	Dual Purpose Paper, 20# gray, 8.5 x 11	 5	i
155 rms	Dual Purpose Paper, 20# salmon, 8.5 x 11		
160 rms	Dual Purpose Paper, 20# white, 8.5 x 14		
170 rms	Dual Purpose Paper, 20# white, 11 x 17		·
COMPANY	NAME:		
SIGNATUR	E:	TITLE:	-
DATE:			

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Sharing a Grant Writer

Type of Model: Group Purchasing Agreement or Shared Service Agreement

Description of the Model:

Eight municipalities and one county in the Southern New Hampshire Planning Commission region have expressed interest in participating in sharing grant writing skills. This mutual sharing opportunity can be accomplished in two ways: (1) as a **Group Purchasing Agreement** among the interested parties in procuring a consultant or firm specializing in grant writing and/or (2) as a **Shared Service Agreement** set up to cover the cost of creating or maintaining a full or part-time position dedicated to grant writing to be shared equally among the interested parties. Either of these mutual sharing opportunities – group purchase or shared service can be executed through an inter-governmental agreement as provided for by RSA Chapter 53-A.

Inter-governmental agreements are "agreements between two or more units of government to join forces to plan, finance, and deliver a service within the boundaries of all participating jurisdictions" ⁹

The goals and benefits of such an agreement are essentially to achieve reduced costs through economies of scale by either "buying as a group to obtain reduced costs" or "sharing in the cost of creating or maintaining a dedicated grant writer position". The participating governmental units would all equally benefit in paying for and obtaining specialized grant writing services.

Typically both approaches require a lead participant – a local government (or host agency) that will take primary responsibility for the contract bid process (under group purchasing), the procurement and hiring process as well as overall administration of the agreement. Administration of the agreement also embodies a fiduciary responsibility.

How Does the Model Work?

The Group Purchasing and the Shared Service Agreement is typically set up as a formal contractual relationship for the specific purchase and distribution of goods or services. The actual agreement can take several forms as related to grant writing services:

1) a unit of government or host agency acts as lead and provides defined grant writing services to one or more units of government for an agreed-upon price as part of the agreement:

⁹ Schumaker, Laura, "Understanding and Applying the new Inter-municipal Agreements Law". Municipal Advocate Vol. 24, No. 3.

- 2) a unit of government or host agency agrees to provide grant writing services to another unit of government on an as-needed basis the cost of which is determined based on the specific need or request for services; and
- 3) two or more units of government jointly plan, finance, and purchase grant writing services for use by the units of governments participating in the agreement.

The types of services typically provided by the lead government unit or host agency generally include:

- Financial management, including providing an annual audit, payroll, health insurance and bill processing
- Procurement policies and services
- Legal counsel
- Administration of the cost allocation formula and invoicing of participating towns
- Presence at governance committee meetings.

There are currently no units of government within the Southern New Hampshire Planning Commission (SNHPC) Region that are sharing or working together in purchasing grant writing services. Typically municipalities, counties and school districts in the Region use existing staff with the necessary skills to perform these functions. However, many smaller units of government in the Region often do not have available staff or the in-house expertise required for seeking, applying and securing grants. Today, given limited funding and the desire to lower taxes, grants offer and provide government with the necessary resources and funding to address public goals, carry out services, purchase equipment, and construct facilities.

If the in-house skills and expertise for grant writing are not available, many municipalities and school districts contract for the specialized grant writing skills needed to secure funding. The SNHPC and many private consultants and non-profits also offer grant writing services to a municipality, county or school district on either a fee-for-service contract or on a pro bono basis in exchange for carrying out and/or administering the grant (for example see the Community Development Finance Authority's pre-approved list of CDBG grant writers and administrators).

Implementation Tips and Options:

One of the key questions raised by the Mutual Sharing Advisory Committee at its September 26, 2013 meeting is can a shared dedicated grant writer truly represent more than one municipality fairly given the competitive nature of grants and the competition among municipalities for the same grant, or would it be more practical to outsource to the private sector for this need?

While there is no one clear answer to this question, developing a shared service or group purchasing agreement for grant writing services is a viable opportunity that can be executed through careful planning, collaboration, leadership and trust. To begin developing a working model (whether it is shared service or group purchasing), additional information gathering needs to take place. Specifically, the following questions should be considered:

- 1. What existing positions, roles and grant writing skill sets and resources are currently available among the units of government within the region?
- 2. Are there any existing dedicated grant writing positions (full or part time) among the units of government in the region?
- 3. Would these units of government be willing to share these resources with others and if so when, for what level of commitment, for how long and at what price?
- 4. Are there any units of government that have or are currently hiring out for grant writing services and if so, for what types of grants and at what cost?

Once this information is obtained, it can be can be cross referenced and compared and more specific opportunities and goals for sharing can be identified and discussed. As common needs and interests are determined, the three various forms to the sharing model can be evaluated and a joint decision can be made. As the sharing model is developed, it is advised that the model include measurable estimates of the costs and savings that would be obtained.

If no opportunities or no shared common goals for group purchasing or shared services are determined, grant writing services can still be addressed through continuing existing practices and/or procuring services on an as-needed basis. In addition, it has been suggested by Professor Dan Bromberg with the University of New Hampshire that as part of a larger collaboration, units of government within the Region could consider "Sharing an Intern or Student" through the UNH Master of Public Administration Capstone Internship Program by matching the student's skill sets required for grant writing based upon each government's needs. This arrangement could align grant writing and possibly grant administration responsibilities on a specific need-by-need basis and also provide a form of entry into the workplace through internships or work study programs designed to enable students to consider staying and working in the region after graduation.

Financing Mechanisms:

Most group purchasing or shared service agreements do not require additional financing on the part of the participating unit of government if the government unit is already paying for such

services through local revenue sources. If the unit of government is not currently paying for such services, new financing will need to be raised and/or appropriated in order to participate in the agreement. In some cases, if the grant writer works on a pro-bono basis, no financing would be required if the grant writer is retained to administer the grant. Often however, many grants require local match (in the form of cash or in-kind services). The local match typically must be raised after the grant is awarded and should be independent of the shared service or group purchase agreement.

In addition to these financing considerations, the host or lead agency will likely bear additional administrative, employment and financial management costs, but generally these costs should be minimal and could be absorbed in the general budget or as a line item within the governing board, administrator or manager's budget. Also, extra time should be considered for attendance at regular meetings with the parties to the agreement.

If no local or state funding is available to the unit of government to seek or obtain grant writing services, it may be possible to participate in a joint application seeking a local foundation or community grant to specifically support developing and participating in such an agreement for a specified time period.

Anticipated Obstacles:

As noted in some of the other mutual sharing models developed for this project, there are a number of issues surrounding group purchasing and shared service agreements for grant writing. These include bidding procedures, contract language, administration (monitoring delivery), and the type of agreement developed – e.g. the lead municipality provides the procurement services for one or more units of government or the shared service agreement is administered through a third party such as the regional planning commission or other host agency.

Units of government considering entering into an inter-governmental agreement might have problems reaching consensus on identifying a lead government unit or host agency, or the governmental units making up the group might be hesitant in taking on the "lead" role. In addition, seeing neighbors as rivals rather than potential partners can keep governments from participating. Fear of financial management by the lead government or agency can also be a barrier to undertaking a group purchasing or shared service agreement.

Leadership and communication among all parties to build and retain trust are key elements of any inter-governmental agreement. In addition, technical assistance provided by state or regional planning commissions could be of great value. Although New Hampshire local government could access resources related to the development of shared service agreements, there is no one "go to" source to which municipalities, counties and school districts interested

in exploring collaborative agreements can go for information. Such a fractured system can lead to confusion and the premature conclusion of potential agreements.

At the least the state could centralize regionalization resources, such as sample agreements and best practices, on a single website, including examples of how to replicate existing successful programs.

Other Examples:

As it turns out, developing a Group Purchasing or Shared Service Agreement specifically for grant writing services would be a new and unique sharing opportunity for municipalities, counties and school districts within the state and the SNHPC Region. In a quick literature review, a recent example in New Jersey was found where a certified private grant writer was shared between a municipality and school district.¹⁰ The school board hired the grant writer at a salary of \$45,000 yearly plus benefits, the cost of which was split equally between the two parties. The overall goal of this sharing arrangement was to secure grants that, in turn, would help hold down taxes. The arrangement also showed that the municipality and the school board are working together for the whole of the community.

Currently the best and closest resource available to New Hampshire is the *Massachusetts* Shared Services Manual – A Toolkit of Regionalization Best Practices for City and Town Officials prepared by the Massachusetts Association of Regional Planning Agencies, January 2013 which also identifies several shared service agreement examples.

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¹⁰ See Old Bridge, Town Seeking to Share Grant Writer with Board, by Sue Morgan, Staff Writer at http://gmnews.com/news/2004-10-07/Front_Page/037.html

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Sharing a Professional Planner

Type of Model: Group Purchasing Agreement or Shared Service Agreement

Description of the Model:

Six municipalities and one county in the Southern New Hampshire Planning Commission (SNHPC) Region have expressed interest in participating in sharing a professional planner. This mutual sharing opportunity can be accomplished in two ways: (1) as a **Group Purchasing Agreement** among the interested parties in procuring a shared planning consultant or a firm providing planning professionals; (2) as a **Shared Service Agreement** set up to cover the cost of creating or maintaining a full or part-time professional planning position to be shared equally among the interested parties. Either of these mutual sharing opportunities – group purchase or shared service – can be executed through an inter-governmental agreement as provided for by RSA Chapter 53-A.

Inter-governmental agreements are "agreements between two or more units of government to join forces to plan, finance, and deliver a service within the boundaries of all participating jurisdictions" ¹¹

The goals and benefits of such an agreement are essentially to achieve reduced costs through economies of scale by either "buying as a group to obtain reduced costs" or "sharing in the cost of creating or maintaining a dedicated (full or part time) professional planning position". The participating governmental units would all equally benefit in paying for and obtaining the professional planner's services.

Typically both approaches require a lead participant – a local government (or host agency) that will take primary responsibility for the contract bid process (under group purchasing), the procurement and hiring process as well as overall administration of the agreement. Administration of the agreement also embodies a fiduciary responsibility.

How Does the Model Work?

The Group Purchasing and the Shared Service Agreement is typically set up as a formal contractual relationship for the specific purchase and distribution of goods or services. The actual agreement can take several forms as related to professional planning services:

1. The Circuit Rider Approach: a unit of government or host agency acts as lead and provides a professional planner on a full or part time basis to one or more units of

¹¹ Schumaker, Laura, "Understanding and Applying the new Inter-municipal Agreements Law". Municipal Advocate Vol. 24, No. 3.

government for an agreed-upon price as part of the agreement;

- 2. Contractual Basis: a unit of government or host agency agrees to provide a parttime professional planner to another unit of government on an as-needed basis, the cost of which is determined based on the specific need or request for services; and
- Group Purchase: two or more units of government jointly plan, finance, and purchase professional planning services (typically a private consultant or firm offering these services) for use by the units of governments participating in the agreement.

The types of services typically provided by the lead government unit or host agency generally include:

- Financial management, including providing an annual audit, payroll, health insurance and bill processing
- Procurement policies and services
- Legal counsel
- Administration of the cost allocation formula and invoicing of participating towns
- Presence at governance committee meetings.

There are currently no units of government in New Hampshire or the Southern New Hampshire Planning Commission (SNHPC) Region sharing a professional planner or working together in purchasing a professional planner(s). Most municipalities within the state and region have a dedicated professional planner on staff (full or part time) who operates under a defined job description as Town Planner, Community Development Director or Planning Director directly responsible to the Town Manager, Governing Body or Planning Board. Larger municipalities in the region are able to fund several planning positions within a dedicated Planning Department directed to manage and guide the growth and development of the community.

In communications with planning staff at the New Hampshire Office of Energy and Planning, at one time in the past there were several towns in New Hampshire (the towns of Newbury, Newport, Newington and Seabrook) which once shared a professional planner. Today, the current sharing model in the state is centered around the Circuit Rider Approach and specific contractual agreements for professional planning services, part- or full-time, most of which are offered through the nine regional planning commissions within the state. In addition, there are several private firms such as Municipal Resources, Inc. which work to place professional

planners under contract to specific municipalities to fill voids in positions or act in interim planning capacities.

Many of the smaller towns in the Region do not have dedicated town planners or professional planners on their staff. These towns often employ a planning coordinator or planning secretary responsible directly to the Planning Board. The Town of Weare combines its town planner and building code official as one full-time position to save costs. The Town of Deerfield contracts annually for a private planning consultant to serve part time as the Town Planner. SNHPC has also provided a Senior Planner to the Town of Raymond on a fee contract for six months on a part-time basis.

Today, given limited funding and the desire to lower taxes, participating in an agreement to share in the cost of creating or maintaining a dedicated professional planner or working together as a group to purchase professional planning services could offer the Region's smaller municipalities many additional benefits and services that they cannot currently afford, including obtaining additional professional and qualified staff; expanded job responsibilities, duties and capabilities; improved scope and quality of services, including report writing, research and project management; increased capacity to seek, secure and manage grants; perform detailed studies and plans; help municipalities avoid potential liability issues and court cases; and assist planning and governing boards in policy-making, service delivery and code enforcement.

Implementation Tips and Options:

One of the key questions communities interested in sharing a professional planner will need to address is whether this service would be best obtained through a part-time shared Circuit Rider Planner or a group purchase for shared professional planning services, or if it would be more practical to directly contract for a planner on a fee-for-service basis.

While there is no one clear answer to this question, developing a shared service or group purchasing agreement for a professional planner or planning services is a viable opportunity that can be executed through careful planning, collaboration, leadership and trust. To begin developing a working model (whether it is the Circuit Rider or group purchasing approach) additional information gathering needs to take place. Specifically, the following questions should be considered:

- 1. Is my municipality currently unable to fund a full-time position or will the town soon be losing a planning position through attrition or budget cuts?
- 2. Would a part-time planning position be effective in helping to improve the community in both the short and long term and if so how, e.g. through increased

- development review fees, reduced out sourcing for planning products (master plans and studies), and new grant funding?
- 3. Would my community (planning board) be willing to share a planner with another community and if so, for what level of commitment, for how long and at what price?
- 4. Would my community (planning board) be willing to enter into a group purchase agreement to share in the cost of a planner and if so, for how long and at what cost?

Once this information is obtained, it can be can be cross referenced and compared and more specific opportunities and goals for sharing can be identified and discussed. As common needs and interests are determined, the three various forms to the sharing model (circuit rider, contractual or group purchase) can be evaluated and a joint decision can be made. As the sharing model is developed, it is advised that the model include measurable estimates of the costs and savings that would be obtained.

If no opportunities or no shared common goals are found, professional planning services can still be addressed through continuing existing practices and maintaining membership dues with the regional planning commission and/or procuring for specific planning services on fee-for-service contract basis.

Financing Mechanisms:

Most group purchasing or shared service agreements do not require additional financing on the part of the participating unit of government if the government unit is already paying for such services through local revenue sources. If the unit of government is not currently paying for such services, new financing will need to be raised and/or appropriated in order to participate in the agreement.

In addition to these financing considerations, the lead municipality or host agency will likely bear additional administrative, employment and financial management costs, but generally these costs should be minimal and could be absorbed in the general budget or as a line item through the planning board's budget. Extra time should also be considered for attendance at regular meetings with the parties to the agreement.

Anticipated Obstacles:

Because many professional planners typically assist planning boards in reviewing development proposals and preparing short and long range plans and studies – this work often requires a planner to represent their communities at planning board meetings. Typically in NH, the town planner reports directly to the town manager/administrator and not the planning board, thus it

is important when developing a mutual sharing model for a professional planner that the agreement is clear to whom the planner is responsible to report.

Also, as noted in some of the other mutual sharing models developed for this project, there are a number of issues surrounding group purchasing and shared service agreements in general. These include bidding procedures, contract language, administration (monitoring delivery), and the type of agreement developed — e.g. the lead municipality provides the procurement services for one or more units of government or the shared service agreement is administered through a third party such as the regional planning commission or other host agency.

Units of government considering entering into an inter-governmental agreement might have problems reaching consensus on identifying a lead government unit or host agency. The governmental units making up the group might also be hesitant in taking on the "lead" role. In addition, seeing neighbors as rivals rather than potential partners can keep governments from participating. Fear of financial management by the lead government or agency can also be a barrier to undertaking a group purchasing or shared service agreement.

Leadership and communication among all parties to build and retain trust are key elements of any inter-governmental agreement. In addition, technical assistance provided by state or regional planning commissions could be of great value. Although New Hampshire local government could access resources related to the development of shared service agreements, there is no one "go to" source to which municipalities, counties and school districts interested in exploring collaborative agreements can go for information. Such a fractured system can lead to confusion and the premature conclusion of potential agreements.

At the least the state could centralize regionalization resources, such as sample agreements and best practices, on a single website, including examples of how to replicate existing successful programs.

Other Examples:

An excellent example of a successful circuit rider agreement has been in place for many years between the Nashua Regional Planning Commission and the towns of Litchfield, Mason and Wilton. This program is funded at a rate of \$70/hour by each of the three towns to the Nashua Regional Planning Commission to obtain direct access and assistance from one or more professional planners on the commission's staff. The towns determine the actual number of hours per month and there is an overall not to exceed cap in each contract. Generally the Nashua planners attend monthly meetings of the planning board in each of the three towns and provide direct assistance to the boards in land use and ordinance development (see attached scope of services between Town of Wilton and Nashua RPC).

In 2010, the Towns of Wareham and Rochester, Massachusetts both determined a need for the services of a professional planner but each was unable to fund a full-time position. The two towns ultimately agreed to jointly advertise for a planner position with the stipulation that the planner would work three days a week in Wareham and two days a week in Rochester under separate contracts with each town. For more information see the websites of the two towns at: http://www.townofrochestermass.com/ and http://www.townofrochestermass.com/ and http://www.townofrochestermass.com/ and http://www.wareham.ma.us.

Since 2007, the Town of Hadley, MA has contracted with the Pioneer Valley Planning Commission for professional planning assistance and services beyond those already available to Hadley as a member of the PVPC. This arrangement was formalized through a simple legal contract and is renewed on an annual basis.

Similar sharing examples in Massachusetts include:

- In 2011, the Town of Upton needed a conservation agent and approached the nearby town of Ashland about sharing a portion of their agent's time. The town managers of the two communities negotiated an inter-municipal agreement which established an hourly rate of pay for Upton's use of Ashland's conservation agent.
- The Berkshire Conservation Agent Program (BCAP) is a fee-for-service program administered by the Berkshire Regional Planning Commission that allows 32 municipalities in the Berkshire Region to obtain the services of a qualified Conservation Agent. Most of the local Conservation Commissions in Berkshire County are not able to employ professional staff due to limited budgets. The BCAP initiative provides them with a cost-effective alternative.

Contact Information:

Currently the best and closest resource available to New Hampshire is the *Massachusetts* Shared Services Manual – A Toolkit of Regionalization Best Practices for City and Town Officials prepared by the Massachusetts Association of Regional Planning Agencies, January 2013.

Smart Growth America has also published a Policy Guide for communities considering establishing a Circuit Rider Program. This policy guide also describes the state of Delaware's successful Circuit Riding Program which is supplemented by support from the University of Delaware's Institute for Public Administration. A copy of this policy guide can be found at: http://www.smartgrowthamerica.org/circuit rider program).

For information about the Nashua Regional Planning Commission's Circuit Rider Program – Contact Kerrie Diers, Executive Director at KerrieD@nashuarpc.org or 603.883.0366.

The Southern New Hampshire Planning Commission is currently working to establish a similar circuit rider program within the SNHPC Region for several of the smaller towns in the region which do not have professional planners (see attached letter).

In addition, the towns of Auburn and Chester have adopted a formal agreement for reciprocal building inspection and code enforcement services which can also serve as a good example agreement for sharing a professional planner. A copy of this agreement is also attached.



Southern New Hampshire Planning Commission

438 Dubuque Street, Manchester, NH 03102-3546, Telephone (603) 669-4664 Fax (603) 669-4350 www.snhpc.org

January 8, 2014

William Herman, Town Administrator PO Box 309 Auburn, NH 03032

RE: SNHPC's Circuit Rider Program

Dear Mr. Herman:

We are interested in working with you, the Board of Selectmen, and the Planning Board, to develop a scope of services and contract for professional planning services to your community in FY 2015/16 (beginning July 1, 2014) under our new SNHPC Circuit Rider Program. This program is modeled after several successful circuit rider programs that have been in place with the Nashua and Southwest Region Planning Commissions for many years.

We understand in order to implement such program in your community it would require budget approval and a warrant article to be voted on at town meeting.

To assist your community in deciding if our circuit rider would be worthwhile, we propose providing your community professional planning services directly by the SNHPC staff at a rate of \$75.00 per hour, plus mileage as set by the IRS standard mileage rate.

There are two primary areas of services that can be performed:

General Planning Services, exclusive of development, subdivision or application review, would include ordinance development, planning studies, plan development, grant research, writing and administration and other general planning activities as directed by the Town Administrator and Town Planning Board.

Your community can determine the number of man-hours you need per month for the above General Planning Services on a not-to-exceed basis. We are suggesting that you consider a maximum of 20 hours per month for a total contract value of \$16,800, which provides a total of 240 man-hours over the course of the year.

Development Review Services, which specifically involves site plan, subdivision, earth excavation, conditional use permit, or other application review activities including site walks, time in meetings with local technical review committees, the Planning Board, Zoning Board of Adjustment or other town committees.

Auburn Bedford Candia Chester Deerfield Derry Goffstown Hooksett Londonderry Manchester New Boston Raymond Weare

We are suggesting that development review services be billed on an application specific basis, rounded to the quarter hour based upon itemized monthly bill submissions by the SNHPC. As development review services are application specific, these costs can be built directly into the planning board or town application fees so they are borne entirely by the applicant and not the town. We suggest you consider a maximum of 5 hours per application for a total review value of \$350 per application.

In summary, we are developing this new circuit rider program to make our professional planning staff available where it is most needed, at the local level, dealing with the day-to-day planning and administration of the town's growth and development.

We would be happy to meet with you directly as well as the Board of Selectmen and Planning Board to review and discuss our new circuit rider program. Please contact me if you have any questions or require further information.

Thank you for your support and participation.

Sincerely,

SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION

David Preece, AICP Executive Director

cc: SNHPC Chair

SNHPC Representatives of Auburn

Mutual Aid and Assistance Agreement

Between the Towns of Auburn and Chester

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions contained herein:

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

WHEREAS, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHERES, the Towns of Auburn and Chester wish to provide mutual aid and assistance to one another in the area of building inspection and code enforcement services at appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, the Town of Auburn and Chester enter into this Agreement for reciprocal building inspection and code enforcement services, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section VI of this Agreement.

SECTION I: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY

A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the towns for a period not to exceed thirty (30) days.

Page 1 of 4

B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

SECTION II: COST DOCUMENTATION

- A. Personnel Provider shall continue to pay its employees according to its then prevailing rules and regulations. At the conclusion of the period of assistance, the Provider shall document all additional direct and indirect payroll costs plus any taxes and employees benefits which are measured as a function of payroll (i.e.: FICA, unemployment, retirement, etc.), incurred as a result of the assistance.
- B. Vehicle Provider shall document any expense incurred for the use of either a municipally-provided vehicle or a private vehicle utilized by the Building Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

SECTION III: RIGHTS AND RESPONSIBILITIES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily posses if performing their duties within the geographical limits of the Provider. Provider's employees shall be supervised and managed by the Town Administrator while working in Auburn or by the while working in the Town of Chester. However, the individual employees shall be subject to the personnel rules, policies and procedures of their employing community. Any performance, compensation, benefits or disciplinary issues arising during the period of the mutual aid assignment shall be addressed to the employing municipality of the individual, to be handled by that employing municipality.

SECTION IV: COMPLIANCE WITH R.S.A. 53-A:3

- A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon.
- B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing building inspector and code enforcement personnel and other resources, and seek to establish the framework to accomplish that.
- C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Auburn and the Town of Chester to fill in for each other as may be needed within the jurisdictions of Auburn and Chester, to ensure the two communities building inspection and code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.
- D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Auburn and Chester. This will not

Page 2 of 4

- change under this Agreement. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.
- E. By written notice from one governing board to another, this Agreement may be terminated with 30 days notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.
- F. This Mutual Aid Agreement shall be administered by the governing boards of Auburn and Chester, or their designees. The agreement specifies that the Auburn Board of Selectmen designates the Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.
- G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Auburn and Chester as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Auburn or the Town of Chester.

SECTION V: WORKER'S COMPENSATION AND LIABILITY COVERAGE

Provider shall furnish worker's compensation coverage for its employees during their performance of mutual aid services under this Agreement. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employee due to personal injury or death occurring during the period of time such employee is engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Recipient and Provider will be entirely responsible for the payment of workers' compensation premiums for their own respective employees.

Provider shall furnish liability coverage for its employees performing services under this Agreement, and shall be solely responsible for the premiums.

SECTION VI: IMMUNITY

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their respective employees retain all governmental immunities, protections and defenses as may be available under law..

SECTION VII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessment, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations,

Page 3 of 4

actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

SECTION VIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the governing boards of the Towns of Auburn and Chester and upon proper execution hereof. This agreement shall remain in effect for two years its execution, and can be renewed by joint action of the two governing boards.

IN WITNESS WHEREOF, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of their governing board, as of the date set forth in this Agreement.

Stephen O. Landau, Chairman

Jack Cannon st/11/13

Tchard J. LeBlanc

Michael A. Weider

TOWN OF AUBURN BOARD OF SELECTMEN

TOWN OF CHESTER BOARD OF SELECTMEN

Witness.

William G. Herman

Paul M. Raiche

Witness:

Patricia Martin

Page 4 of 4

84-11-2013

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Outsourcing Information Technology (IT)

Type of Model: Outsourced/Contracted IT support services

Description of the Model:

Several municipalities within the SNHPC region and throughout New Hampshire lack dedicated access to IT support services. Typically there is no IT department, and thus no full-time or even part-time staff to look after the information technology requirements of the town's departments. IT needs are often dealt with only in an emergency situation; when hardware or software systems fail, towns are at the mercy of expensive outside consultants who may or may not be available to respond in a timely manner. This IT crisis-mode mentality often stresses already thinly stretched municipal budgets. Rather than budgeting for ongoing IT support, too few dollars are appropriated for emergency IT fixes, leading to the depletion of IT monies more quickly than if careful planning and budgeting had gone into year-long IT support needs.

Some SNHPC towns have already adopted an IT outsourcing model, and may serve as role models for those municipalities that are currently unserved by dedicated IT staff. These role models have learned that budgeting appropriately for IT support services eliminates the crisismode mentality and the sticker shock of paying for high priced emergency repairs.

Contracting for IT support services follows the same models municipalities employ for any other outsourced service. As such, town administration and governing bodies are involved in issuing requests for proposals, consultation with bidders, and the selection of a winning IT support services supplier.

Not included in this IT model is a group purchasing function for hardware and software needs. Given the mechanics and relative simplicity of using the State of New Hampshire's Office Supply Bidding model described elsewhere in this report, there was no need to add a hardware/software purchasing component to this IT Outsourcing model.

How Does the Model Work?

The IT outsourcing model can be as simple to implement as contacting one or more of the towns in the SNHPC region that are already enjoying the benefits of such arrangements. If multiple bids are required by the towns' RFP process, further research will be needed to uncover other vendors that are experienced in supplying IT support services to municipalities.

For those municipalities that currently employ full- or part-time IT support staff, outsourcing may well result in personnel cost savings with the shift to non-payroll/contractor expenses. In other towns, there may be no immediate savings compared to currently skimpy IT budgets that

allow for minimal, emergency-only IT service work from outside vendors. However, it is anticipated that in the medium and long run, full funding for an outsourced IT services vendor will pay off in reduced emergency services bills, regular maintenance and updating of hardware and software, and a reduction of stress on current municipal staff forced into an IT role when disasters strike.

Implementation Tips and Options:

As described thus far, this IT outsourcing model has not been envisioned in any inter-municipal plan. Even the role-model towns are going it alone in this area. Although untested to date, it is likely that two or more municipalities could join forces in seeking bids from IT support vendors, with hopes of securing a lower bid than they might realize had they gone out on their own.

Financing Mechanisms:

This outsourcing model simply requires there be an IT support line item in the municipal budget, funded at a sufficient level to secure the services of an IT support vendor on a monthly or annual retainer.

Anticipated Obstacles:

Perhaps the biggest obstacle to funding this line item will come in those towns where IT support has always been dealt with in an ad-hoc, emergency-only manner. In these cases, IT budgets may have been extremely modest, and therefore, may be significantly lower than an outsourced IT support vendor's contract will demand. Budgetary obstacles like this will have to be countered with the promise of stability, reliability, and peace of mind that can come through an outsourced IT support services firm, one that is both on call, as well as responsive to the ongoing maintenance and updating needs of a municipality's IT infrastructure.

Other Examples:

Within the SNHPC region, both Auburn and Hooksett are known to contract their IT support needs with outside vendors.

Auburn's agreement comes with a fixed, monthly maintenance fee. When on-site visits are required, hourly and out-of-pocket expenses are also incurred. The annual agreement for IT services provides full support for the town's network operations. The contractor also works closely with Auburn's many software vendors to ensure compatibility and operability with its computer network. This extends to the interface with the New Hampshire Division of Motor Vehicles online software system.

Specifically, the monthly maintenance fee includes ongoing diagnostics, upgrading of firewalls and anti-virus software, file back-ups, and remote access from the vendor's office to Auburn Town Hall. The remote access system allows the IT service provider to tap into the town's servers and work stations from afar, dramatically reducing the need for and number of on-site visits. Most problems that arise can be addressed via this remote system, and are often performed after hours so as not to disrupt the daily workflow in the town offices.

The Town of Auburn receives an annual technology grant through their cable franchise agreement which is in additional to the cable franchise fees. This grant is specifically dedicated to help fund hardware and computer software, but not IT systems support.

Contact Information:

For more information on how the outsourcing model is working in Auburn and Hooksett, contact the towns' administrators:

Auburn: Bill Herman, 483-5052, townadmin@townofauburnnh.com

Hooksett: Dean Shankle, 485-8472, dshankle@hooksett.org

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Cooperative Utility Purchasing

Type of Model: Group Purchasing/Collaborative Procurement

Description of the Model:

Seven municipalities and one county in the Southern New Hampshire Planning Commission (SNHPC) Region have expressed interest in participating in cooperative utility purchasing.

Cooperative utility purchasing among units of government in NH can be pursued through an inter-government agreement as provided for under RSA Chapter 53-A. RSA Chapter 53-A enables any two or more political subdivisions of the state to enter into agreements to exercise any authority that either could exercise individually. This authority also includes group purchasing for utilities (e.g. energy) such as wholesale electricity and power.

The U.S. electric industry today is undergoing a sea change in the way it delivers electricity to millions of households and businesses nationwide. This sea change is happening in NH as the electricity industry is opened to greater competition, giving consumers the power to choose their electricity provider in much the same way they choose telephone carriers.

Currently most of the electricity consumed in New Hampshire comes from the New England power grid, which reserves power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. Customers today can elect to choose a power supplier and that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to the customer's electric use.

Electric suppliers are also required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. Suppliers may choose to obtain amounts of electric energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility.

As a result of this increased competition, local governments in NH now have a tremendous opportunity to work together collaboratively in the purchase of wholesale electricity. This cooperative utility purchasing can be accomplished through group purchasing and collaborative procurement. Collaborative procurement specifically provides the mechanism by which local governments, communities or regions can collaborate together to negotiate and procure a reduced rate for the purchase of energy such as electric power.

The goals and benefits in participating in a collaborative wholesale electricity procurement agreement are to reduce purchasing costs through economies of scale. Essentially by "buying

in bulk", the anticipated benefit is a reduction in the cost of electricity for all the participating entities in the collaborative procurement agreement.

How Does the Model Work?

Collaborative procurement can be carried out as part of an inter-governmental agreement among local governments participating in the group purchasing of goods or services. Typically in executing a collaborative purchase agreement, a lead participant or government entity or a host agency will take primary responsibility for developing and overseeing the procurement and contract bid process for the other government units participating in the agreement. However, each unit of government will usually have their own procurement contract for the terms and use of the agreed upon wholesale electric rate(s) obtained through the bidding process.

Among all the mutual sharing models, group purchasing or collaborative procurement offers one of the least complicated and most promising models to carry out. While there are costs and staff time associated with the contract and actual bidding and procurement process itself, these procedures are often already in place in many jurisdictions and larger municipalities have purchasing agents or qualified staff available that can actually carry out the process and necessary paperwork. Generally, the more units of government participating in such a group purchasing program, the greater the likely discount on wholesale electricity, compared with single purchase contracts.

Services provided by a lead municipality or host agency generally include:

- 1. Negotiating with power supply vendors;
- 2. Bidding and procurement policies and services;
- 3. Contract development; and
- Legal counsel

Implementation Tips and Options:

Eric Zeemering, an assistant professor at the University of Maryland, and Daryl Delabbio, a county administrator in Michigan, found it isn't just fiscal constraints that are causing so many governments to rethink how they deliver services. The authors report they found plenty of other motivations, including the ability to share in innovative approaches such as reverse

auctions to improve regional decision-making; to transfer skills and knowledge, such as website design and maintenance; and to increase the level or quality of services.¹²

They found that a successful shared-services project has three preconditions:

- **Leadership** is needed at every level, not only by town administrators but also by those implementing the joint purchasing agreement.
- **Trust, reciprocity and transparency** are critical elements of success, since relationships are the currency of how things get done in government.
- Clear goals and measurable results would include estimates of expected savings in the joint purchase agreement.

Financing Mechanisms:

Most cooperative utility purchasing agreements do not require additional financing. The lead agency or local government will likely bear additional administrative costs related to the negotiation, procurement and bid and tracking process, but these are likely to be minimal. Extra time should also be allowed for regular meetings with the parties to the agreement.

Successful examples in New Hampshire and case studies in other states suggest that the savings derived from reduced utility purchase expenses outweigh the additional administrative costs of the agreement.

Anticipated Obstacles:

Some of the issues surrounding collaborative procurement agreements are bidding procedures; contract language; administration (monitoring delivery); and the type of agreement – a lead municipality provides the procurement services for one or more municipalities or a cooperative utility purchasing agreement through multiple municipalities which share services through a third party such as the regional planning commission.

Municipalities considering entering into an inter-municipal agreement might have problems reaching consensus on identifying a lead municipality. Or the municipalities making up the group might be hesitant in taking on the "lead" role. In addition, seeing neighbors as rivals rather than potential partners can keep cities and towns from engaging in municipal agreements. Fear of financial mismanagement by the lead agency can also be a barrier to undertaking a collaborative procurement agreement.

¹² "The Accelerating Movement to Share Services" by: John M. Kamensky | December 6, 2012, Governing Magazine

Again leadership and communication among all parties to build and retain trust are key elements of any joint agreement. In addition technical assistance provided by the state or the regional planning commissions could be of great value. Although New Hampshire local government could access resources related to the development of group utility purchase agreements, there is no one "go to" source to which municipalities interested in exploring collaborative agreements can get information. Such a fractured system can lead to confusion and the premature conclusion of potential agreements.

At the least the state could centralize regionalization resources, such as sample agreements and best practices, on a single website, including examples of how to replicate existing successful programs.

Other Examples:

Currently there is only one cooperative utility purchase agreement in place in the SNHPC region for the purchase of wholesale electricity and this is between the towns of Goffstown and New Boston and SAU #19. As explained by the Goffstown Assistant Town Manager, the only major obstacle they experienced was the timing of the bid opening, as all the governing boards met at different times. The work around was to ask each bidder to submit three separate bids to each participant. After opening the lowest bid, it was approved and separate contracts were drafted and executed with the selected vendor. In this fashion, a competitive wholesale electric rate was obtained (e.g. \$0.7730 kWh) by everyone. This rate is good for one year and in Goffstown it applies to all town and school buildings and facilities, including street lights and town-owned sewer treatment facilities. The agreement however, did not include the water precincts.

Other towns within the region are also exploring and/or executing individual agreements for the purchase of wholesale electricity to lock in lower electric rates through independent suppliers such as ENH Power in Portsmouth, NH. There are also several wholesale electricity cooperatives which have been in place for a number of years within other parts of the state. These include: the Town of Milford and its SAU and the towns of Hancock, Peterborough, Temple, Dublin, Jaffrey and the Conval and Jaffrey/Rindge School Districts.

In 2009, the Town of Peterborough decided to pursue the purchase of wholesale electricity. Initially the partner towns were not comfortable joining in the cooperative so Peterborough tested the concept alone with success. The town continued to talk with the partner towns, addressing questions and organizing information sessions with the vendor to alleviate concerns and increase comfort levels. By April 2010, the four towns and the schools agreed to collectively seek bids. This was a difficult purchase to negotiate at the time as the purchase required each "buyer" to agree to a proposed price within the same day of receiving the offer. In order to make this happen, the towns collectively established a price goal, and each town, by

vote of the select board granted authority for the Public Works Department Director in the Town of Peterborough (the lead government) to accept the price on their behalf when the goal was met.

Through this cooperative agreement, it is reported that the Town of Peterborough saved 1.2 cents per kilowatt resulting in an estimated \$18,000 dollars in electricity cost savings in 2010. The power supplier awarded the bid is also helping the towns initiate energy savings in reducing overall energy use. Without such a partnership, many of the smaller towns participating would not have had the purchase power to achieve this level of savings. As reported under this purchase arrangement, the towns bid collectivity for the product, and upon receipt of an acceptable quote, individual contracts are drawn up for each participant. In addition, under the cooperative agreement, each town rotates responsibility for the administrative tasks involved in bidding and drafting of contracts. Essentially, they "pool" their buying power to achieve the best price. The towns then enter into individual contracts and make payments directly to the vendor, providing a sense of security and equality for each community.

Municipalities in Massachusetts can also enter into an Electric Service Agreement or an intermunicipal agreement that details the delivery and price of electric supply. Local governments in Massachusetts can also purchase electric power on behalf of their constituents through a process called Municipal Electric Aggregation. Community Choice Aggregation (CCA) is a specific type of electric aggregation option which allows municipalities, counties and other government entities to aggregate the buying power of individual customers within a defined jurisdiction in order to secure alternative energy supply contracts. These aggregated systems allow communities to negotiate services and prices directly with producers rather than receive "default" service from the local electric utility thereby allowing municipalities to lock in prices over an extend time period which in turn typically generates long-term cost savings.

There are a number of requirements for these agreements such as the contract price must be lower than the basic service supply price currently paid by affected customers and all customers must be able to opt-out of an aggregation agreement at any time. In addition, municipalities must prepare and file an Aggregation Plan with the Massachusetts Department of Energy Resources and be certified by the Department of Telecommunications and Energy.

One such CCA is the Cape Cod Light Compact, an inter-governmental organization consisting of 21 towns and two counties on Cape Cod and Martha's Vineyard (see http://www.capelightcompact.org). Others include: Hampshire Power, a power aggregation program administered by the Hampshire Council of Governments which serves about 90 customers, mostly cities, towns, school districts and a number of small businesses and non-profits (see http://www.hampshirecog.org/electricityaggregation.htm); and MunEnergy, another power aggregation administered by the Massachusetts Municipal Association (MMA)

with over 120 cities and towns participating (see http://www.mma.org/about-mma-mainmenu-62/munenergy.

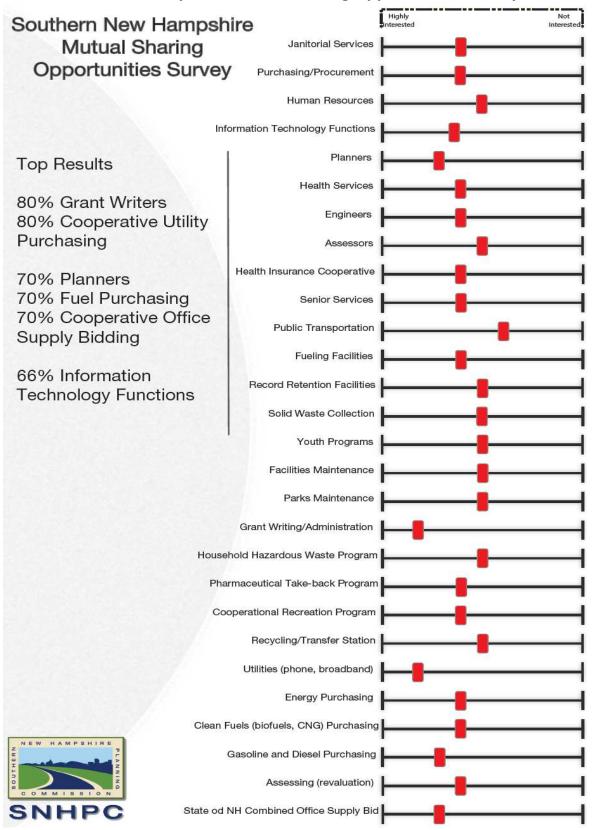
Contact Information:

For more information about the existing contract agreements and future bids related to the Goffstown, New Boston and SAU #19 wholesale electric purchase cooperative contact:

Business Administrator School Administrative Unit #19 11 School Street Goffstown, NH 03045

Phone: 603-497-4818

4. Southern New Hampshire Mutual Sharing Opportunities Survey



5. Summary of Existing/Known Mutual Sharing/Cooperative Agreements within Southern New Hampshire Planning Commission Region

County/Municipality/School District	Shared Positions/Programs/Functions	Shared Facilities/Equipment	Co-op Purchasing Agreements
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Atkinson, Auburn, Chester, Derry, Hampstead, Londonderry, Manchester, Salem, Windham	Law Enforcement Mutual Aid Agreement		
Atkinson, Danville, Hampstead, Londonderry, Plaistow, Sandown, Salem, Windham and Derry as fiscal agent	Formal Agreement with State of NH for Public Health Preparedness		
Auburn and Chester	Informal Agreement - Sharing of Building Inspection/Code Enforcement Officer (as needed)*		
Auburn and Derry	Formal Agreement - Ambulance Service		
Auburn and Derry	Formal Agreement - Fire Dispatching Services		
Auburn and Manchester	Formal Agreement - Public Health and Emergency Preparedness		
Auburn and Manchester Water Works		Formal Agreement - Use of Property	
Auburn and Rockingham County	Formal Agreement - Police Dispatching Services		
Auburn, Bedford, Candia, Chester, Deerfield, Derry, Goffstown, Hooksett, Londonderry, New Boston, Raymond, Weare, Windham, Hillsborough- Merrimack-Rockingham Counties	Local Government Center Trust and/or Primex		
Auburn, Bedford, Deerfield, Derry, Goffstown, Hooksett, Manchester, New Boston, Raymond, Windham	NH Public Works Mutual Aid Program		
Auburn, Bedford, Derry, Goffstown, Hooksett, Londonderry, Manchester	Legal, Engineering and other professional services (establishment of a MS4 Stormwater Municipalities Coalition underway)		
Auburn, Candia, Chester, Derry, Hooksett, Windham	Southeastern NH Hazardous Materials Mutual Aid District		
Auburn, Manchester, NH Aububon			200 Acres of Land Conserved through Formal Purchase or Easement, Auburn
Auburn, Weare	Legal Service (FairPoint Litigation)		
Bedford and Bedford School District	Formal Agreement - Cooperative Recreation Programs	Formal Agreement - Use of Sports Field	
Bedford, Deerfield, Londonderry	Legal Service (FairPoint Litigation)		
Derry, Derry Cooperative School District		Adopt-a-Field Formal Agreement with Derry Cooperative School & 3 Leagues	
Deerfield SAU - 11 Towns	Formal Agreement - Legal Services for Cable Franchise Agreements		
Derry and +/- 14 Towns	Formal Agreement - Regional Hazmat Team		
Derry and Londonderry			Formal Agreement - Sewer Services
Derry and Londonderry	Formal Agreement - Household Hazardous Waste Collection Days		

Derry and Manchester Water Works			Formal Agreement - Purchase Water
Derry and towns of Chester, Hampstead, Londonderry, Windham, Atkinson, Salem and Auburn	Formal Agreement - Mutual Aid		
Derry, Hampstead, Hudson, Litchfield, Londonderry, Pelham, Raymond, Salem, Windham	Formal Agreement- SNHSOU, Southern New Hampshire Special Operations Unit (SWAT)		
Goffstown and Weare	Formal Agreement - Police Dispatching Services		
Goffstown and New Boston	Formal Agreement for Automatic Fire Aid		
Goffstown and Other Mutual Aid Towns	Public Works and Building Inspection Mutual Aid		
Goffstown and Saint Anselm College	MOU for voter repeaters at the College		
Goffstown and SAU #19		Formal Agreement - Barnard Park Track	Heating Oil
Goffstown and SAU #19		Formal Agreement - SAU #19 Building	Propane
Goffstown and SAU #19		Formal Agreement - GTV at GHS	Paper
Goffstown and SAU #19	MOU to use schools for emergencies		
Goffstown and SAU #19	MOU for voter repeaters on the schools		
Goffstown Village Water			
Goffstown, Francestown	Formal Agreement - Prosecutorial Services		
Goffstown, New Boston	Formal Agreement - Dispatch for Fire Department		
Goffstown, New Boston	Legal Services (FairPoint Assessing Litigation)		
Goffstown, NHDOT, B & M Railroad	Formal Agreement for use of town's cell tower		
Goffstown, SAU #19, New Boston			Electricity - out for RFP
Goffstown, SAU #19, State of NH			Gasoline and Diesel
Goffstown, Souhegan Area and Border Area	Formal Agreement for Fire and EMS Mutual Aid		
Goffstown, Weare	Formal Agreement - Dispatch for Fire Department		
Manchester and Bedford, Candia, Chester, Deerfield, Goffstown, Hooksett, New Boston	Formal Agreement - Public Health Emergency Preparedness		
Manchester and Londonderry	Formal Agreement - Law Enforcement at MHT (Airport)		
Weare and Dunbarton and Bow	Formal Agreement - Dispatch		
Weare, Concord Regional Solid Water/Resource Recovery Cooperative	Solid Waste Disposal		
Rockingham County Sheriff' - Police Dispatch with Auburn, Candia, Chester and Deerfield	Police Dispatch Services		
Rockingham County Sheriff' - Fire Dispatch with Candia and Deerfield	Fire Dispatch Services		

*Note: Formal Agreement currently being developed Source: SNHPC