



Intermunicipal Agreement
For
Services and General Collaboration
Between the Town and School

This Memorandum of Understanding (“Agreement”) sets forth the purpose, nature and operational details of the services and general collaboration between the Town of Barrington (“the Town”) and the Barrington School District (“the School”). This memorandum shall be administered by and between the Town Administrator, hereby authorized by the Select Board, and the Superintendent of Schools, hereby authorized by the School Board. In particular, it shall apply to all sharing of goods, services, and other resources which are determined to be in the best interest of Barrington taxpayers by the two Boards. This Agreement is entered into pursuant to the authority granted to the two municipalities by RSA 53-A:1 et seq. however, no new entity is created by this Agreement.

Article 1: Purpose

- A. The Town and the Schools are governed by the same legislative body; Barrington residents. As a result, each organization is funded by the same group of taxpayers. Collaboration between the Town and the School encourages operational, staffing, and purchasing efficiencies which results in reduced costs. The primary focus of this agreement shall be collaborative facilities, property and winter maintenance activities.
- B. Recognizing that collaborative efforts are in the best interest of Barrington residents; no funds shall be transferred unless otherwise stated.
- C. An accounting of value for the collaborative efforts between the Town and the School would be impractical and burdensome; all collaborative efforts are exercised in good faith for the benefit of Barrington residents.

Article 2: General

- A. The Parties agree to work cooperatively and through their respective administrators to uphold and perform according to the terms of this agreement.
- B. The Town Administrator and Superintendent shall maintain thorough communication in all matters of mutual concern with authorization from their respective Boards to waive formalities and share all pertinent information whether sensitive, confidential, or otherwise protected, as they see fit, except as otherwise constrained by law.
- C. Each organization shall provide notice as soon as possible if either organization becomes unable to adequately fulfill any of the enumerated collaborative efforts.
- D. In the event the Administrators are unable to come to agreement within a reasonable period of time with respect to any of their joint oversight or management responsibilities, the matter in dispute or lacking agreement shall be discussed and resolved by a joint meeting of the Select Board Chair and School Board Chair. Any further disagreements shall be resolved by the entire Select Board and School Board in a joint meeting.



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- E. This Agreement shall take effect on November 19, 2019 and remain in effect until June 30, 2021. The agreement shall renew annually for one-year terms from July 1 until June 30.
- F. This Agreement shall be reviewed annually but no later than the month of December.
- G. This agreement may be terminated for convenience by either Party by giving written notice to the other no later than five (5) months prior to the intended termination date. This agreement may be terminated sooner if agreeable by both parties.

Article 3: Services

A. Facilities Management Services

- a. The services enumerated in this section are expected to be overseen by the School Facilities Manager with support from the School facilities staff.
 - i. The Facilities Manager shall be an employee of the School under the direct supervision of the Superintendent.
 - ii. The Town Administrator shall provide input during the Superintendent's annual employee review process regarding the facilities management services provided to the Town.
 - iii. The School shall provide all wages and benefits for the Facilities Manager.
 - iv. The Facilities Manager or designee is expected to take direction from the Town Administrator regarding Town facilities management services.
 - v. The Town Administrator shall report any concern relative to the facilities management services to the Superintendent.
 - vi. The Facilities Manager or designee has direct management and supervisory responsibilities of the Town custodial staff including the selection and recommendation of persons to be hired, disciplined, discharged, or promoted.
 - 1. The School facilities and custodial staff and the Town custodial staff shall remain independent being supervised by a single Facilities Manager or designee.
 - 2. Each municipality shall be responsible for budgeting and appropriating for the wages and benefits of their employees.
- b. The duties and responsibilities for facilities management services regarding Town facilities includes:
 - i. Establish and administers schedules and procedures for the regular, ongoing custodial and maintenance care of all buildings.
 - ii. Examines all buildings on a regular basis for needed repairs and maintenance, organizes, documents and implements a program of preventive maintenance for all buildings.
 - iii. Inspects all buildings on a regular basis to determine that high standards of workmanship, cleanliness, safety, and security are maintained.
 - iv. Establish and recommends priorities on repair/replacement projects and writes contracts.
 - v. Establish an on-going ten-year capital plan.
 - vi. Responsible for planning of ADA compliance for all buildings.
 - vii. Coordinates the ordering of requested materials, equipment and supplies as needed and for inventory needs following the Town's purchasing policy.



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- viii. Tracks all work orders and codes expenses.
- ix. Prepares and manages the Town General Government Buildings budget with the supervision of the Town Administrator.
- x. Consults with the Town Administrator as to the need for services and/or repairs by outside contractors.
- xi. Maintains a system for effective energy efficiency and recycling in all buildings.
- xii. Consults with Town department heads and building principals regarding the establishment of regular preventive maintenance programs.
- xiii. Provide advice on the hiring of contractors, architects and engineers and assigns work orders.
- xiv. Develops and maintains a thorough knowledge of operation and maintenance of all Town mechanical systems.
- xv. Maintains safety standards in conformance with state and insurance regulations and develops a program of preventative safety.
- xvi. Complies with all state laws and regulations, submits all reports and maintains records as required by the state.
- xvii. Arranges for and ensures that all custodial and maintenance staff participate in all required trainings.
- xviii. Monitors the time records of all Town custodial staff and certifies them for salary payments.
- xix. Maintains a positive relationship with staff and citizens at all times and strives constantly to promote the safety, health and comfort of employees and community members.
- xx. Performs other tasks as may be assigned by the Town Administrator.
- xxi. Responds to emergency calls pertaining to buildings.
- xxii. Attends meetings in the evenings and makes presentations, as needed.
- xxiii. The Facilities Manager is expected to use School facility staff in support of these duties and responsibilities
- c. Town facilities include:
 - i. Town Offices
 - ii. Town Shed Complex/Transfer Station
 - iii. Library Building
 - iv. Recreation (including building, playground, and fields)
 - v. Public Safety Building
 - vi. Food Pantry

B. Winter Maintenance Services

- a. The Road Agent shall work collaboratively with the Facilities Manager in order to coordinate and direct winter maintenance (snow/ice removal and treatment with salt/sand) of all roads, driveways and parking areas of the Town and School.
 - i. The Facilities Manager shall be solely responsible for coordinating and directing winter maintenance (snow/ice removal and treatment with salt/sand) of all walkways and building ingress/egress points of the Town and School.



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- b. The Road Agent shall perform their duties in accordance with the Town's Snow Removal and Ice Control Policy (available electronically at www.barrington.nh.gov).
 - i. The priority of winter maintenance activities will be the safety of the motoring public especially during the school commutes.
 - ii. All winter maintenance activities shall consider school operations with the goal to ensure the safest transportation of students, parents and staff.
 - 1. During normal school hours, a delayed opening, or early release, winter maintenance resources will be timed accordingly.
- c. The Road Agent and Facilities Manager shall use Town and School staff/equipment as efficiently and effectively as possible to achieve the stated goal.
 - i. This is expected to include the use of Town staff/equipment on School property and School staff/equipment on Town property.
 - ii. At the direction of the Road Agent, the Town maintenance facility is available for School equipment needs.
- d. The School District is expected to respond to all winter maintenance events irrespective of school being in session, recognizing that incremental snow removal and ice treatment is most effective and efficient.
 - i. This is expected to include deciding when staff is asked to report to work.
- e. The Town shall provide all fuel, salt, and sand for winter maintenance activities.
- f. School facilities requiring winter maintenance activities include:
 - i. Early Childhood Learning Center
 - ii. SAU #74 Offices
 - iii. Barrington Elementary School
 - iv. Barrington Middle School

C. Landscaping

- a. The Facilities Manager or designee shall be responsible for coordinating and directing seasonal landscaping for all facilities of the Town.
- b. The Facilities Manager or designee is expected to consider input from the Town Administrator regarding Town landscaping activities.
 - i. The Town Administrator shall report any concern or personnel issue to the Superintendent.
- c. Town facilities requiring landscaping include:
 - i. Town Offices
 - ii. Town Shed Complex/Transfer Station (including landfill cap)
 - iii. Library Building
 - iv. Recreation (including building, playground, and fields)
 - v. Public Safety Building

D. Use of Transfer Station/Recycling Center

- a. The School may utilize the disposal services offered at the Transfer Station/Recycling Center at no cost.
- b. School staff shall coordinate with Transfer Station administration for after-hours utilization.



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- c. School staff shall notify Transfer Station administrator prior to atypical utilization.
- d. School staff shall follow all guidelines and policies of the Transfer Station/Recycling Center unless otherwise permitted.

Article 4: General Collaboration

A. Use of Facilities

- a. The Town and the School shall accommodate shared use of facilities to the greatest extent possible.
- b. Facility use shall be at the direction of the Town Administrator and the Superintendent.
- c. Shared use of facilities shall include (but not be limited to):
 - i. Recreation use of School facilities for programming.
 - ii. Town use of School facilities for various meetings, hearings, and other sessions.
 - iii. Town use of School facilities for elections.
 - iv. School use of Town Library.
 - v. School use of Town highway facilities.

B. Use of Equipment

- a. The Town and the School shall accommodate shared use of equipment whenever practical and available.
Equipment use shall be at the discretion of the Road Agent and Facilities Manager regarding their respective department's equipment.

C. Purchasing

- a. The combined purchasing power of the Town and School should be used wherever practical to benefit taxpayers.
- b. The Town and the School (through the appropriate purchasing agent) shall communicate prior to advertising for goods or services used by both organizations which, when combined, could result in a cost savings.
- c. The Town and School shall pay for the respective goods or services received through a combined purchase.
 - i. If goods or services are invoiced together, the invoiced organization shall provide accounting and request a reimbursement for the goods or services.
- d. Consideration for combined purchasing shall include:
 - i. Heating fuel (including oil, propane, and natural gas)
 - ii. Electricity
 - iii. Facility supplies and paper products
 - iv. Paving
 - v. Professional services (HVAC, plumbing, electrical, alarm, etc.)

D. Fuel

- a. The School may utilize the Town fuel storage located at the highway complex; including gasoline and diesel fuel.
- b. The School must follow all established policies, procedures, and practices for fuel utilization.



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- c. School staff shall notify Road Agent prior to atypical utilization.

E. Distribution of Property Tax Revenue

- a. The Town shall provide the local education tax effort payments to the School in equal monthly installments.
- b. The payment provided immediately following tax rate setting shall reflect any necessary adjustments.
- c. The School shall notify the Town as soon as possible if the request to release additional funds is anticipated.
- d. The Town and School shall work together in order to avoid borrowing in anticipation of taxes.

F. Capital Projects

- a. The Town and School shall work collaboratively to stagger capital requests of Barrington residents in order to maintain a stable property tax rate.
- b. The Town shall include the School in the Planning Board's Capital Improvement Plan which is updated annually.
- c. The Town shall include the School in updates to relevant Master Plan chapters.

Article 5: Outside of MOU

A. Cemetery Mowing

- a. The Cemetery Trustees are a separate statutory authority and this MOU does not affect any contracts or agreements by and between the School and Cemetery Trustees.

Article 6: Indemnification and Insurance

Each municipality shall be responsible for providing workers' compensation coverage for their employees. Each municipality shall maintain membership in an Insuring Trust or General Liability Insurance, which provides comprehensive insurance, including motor vehicle liability insurance. In addition, each municipality shall indemnify, defend and hold the other municipality, its officers, agents and employees harmless against any liability arising out of allegations of the indemnifying municipality's negligent or otherwise wrongful conduct. In addition, the Town shall indemnify, defend and hold the District harmless for any liability arising from allegations of negligence on the part of the Facilities Director or any District employee, or supervised Town employee in the performance of their duties with regard to Town property. In same manner, the District shall indemnify, defend and hold the Town harmless for any liability arising from allegations of negligence on the part of the Facilities Director, or any Town employee in the performance of their duties with regard to District property.



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Article 7: Authorization and Approval

- A. This MOU shall be reviewed and reauthorized annually in December.
- B. Select Board meeting authorizing approval of MOU: _____
- C. School Board meeting authorizing approval of MOU: _____

FOR THE SELECT BOARD

FOR THE SCHOOL BOARD

Andrew Knapp, Select Board Chair Date

David Gibson, School Board Chair Date

TOWN ADMINISTRATOR

SUPERINTENDENT OF SCHOOLS

Conner MacIver,
Town Administrator Date

Daniel Moulis,
Superintendent of Schools Date