



Memorandum

To: Dr. Kevin McGowan, Superintendent of Schools

From: Lou Alaimo, Assistant Superintendent for Administration

A handwritten signature in blue ink, appearing to be "LA", is written to the right of the "From:" line.

Date: October 19, 2022

Re: Intermunicipal Agreement to Share Food Service Equipment - Freezer

Attached for the Board's consideration is an intermunicipal agreement between the Brighton Central School District and the Brockport Central School District. The purpose of the Agreement is to document terms and conditions that will allow Brighton to share freeze storage at the Brockport Central School District. The objective is to be able to store excess foods to mitigate risk of continued supply chain concerns. Brighton, as well as many of the schools in the region, are no longer able to rely on a just-in-time delivery system.

There is no cost to the district except for providing indemnification to Brockport Central School District in the event of an injury or property damage.

If you have any questions regarding this Agreement, please do not hesitate to contact me.

C: Nicole VanDerMeid, Director of Food Services

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement ("Agreement") made this ___ day of _____, 2022 by and between the following municipal corporations of the State of New York: the **Brockport Central School District**, located at 40 Allen Street, Brockport, New York 14420 ("Brockport CSD"); the **Brighton Central School District**, located at 2035 Monroe Ave, Rochester, NY 14618 ("Brighton CSD"); (collectively the "Municipalities").

WITNESSETH:

WHEREAS, Section 119-0 of the General Municipal Law authorizes municipalities to enter into agreements for the performance of their respective functions, powers or duties; and

WHEREAS, the participating municipalities currently operate Food Service kitchens; and

WHEREAS, the Municipalities have the power and authority to contract for the purposes of sharing services and equipment; and

WHEREAS, the Brockport CSD has freezer equipment with capacity for temporary storage of food and food commodities owned by other municipalities; and

WHEREAS, the Municipalities wish to provide for a procedure to store and distribute food commodities from the equipment on premises at Brockport for the purposes of efficiency and aiding each district in the performance of its duties; and

WHEREAS, it is incumbent upon the Municipalities to design a simple method whereby food commodities may be stored and distributed in an economical and efficient manner; and

WHEREAS, it is the intent of the Municipalities that the Food Service Directors of each respective school district has reasonable authority to store and distribute and have stored and distributed food commodities in accordance with the terms of this Agreement; and

WHEREAS, by entering into this Agreement, each Municipality is hereby confirming the reasonable authority of its respective Food Service Director to make such reasonable arrangements, as hereby authorized by its respective board of education; and

WHEREAS, by storing and distributing and having stored and distributed food commodities, the participating municipalities may avoid interruption of operations caused by supply chain shortages.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the participating municipalities each bind themselves, their successors and assigns, to contract for the purposes of storing and distributing and having stored and distributed food commodities with the other Municipality upon the following terms:

- viii. It shall be Brighton's sole responsibility to coordinate with Brockport CSD the removal of the food commodity being stored.
- ix. Brockport CSD will not unreasonably deny access to stored food commodity upon notification of an equipment failure.
- x. Brockport may demand removal of any stored food commodity with five (5) business days' notice.
- xi. This Agreement shall be in effect from _____, 2022 through and including June 30, 2023, unless sooner terminated by any party at any time and for any reason upon thirty (30) days' notice, provided that in the event of early termination, each district shall be provided a reasonable opportunity to obtain its stored food commodities.
- xii. Each party does hereby agree to obtain and thereafter keep in full force and effect: General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- xiii. The parties to this Agreement are independent contractors and will maintain workers' compensation, disability and other applicable insurance for their respective employees.

IN WITNESS THEREOF, each of the following Municipalities have upon authorization of their respective Board of Education, caused this Agreement to be signed by the Superintendent/Administrator whose name appears below, on this 25th day of October, 2022.

Brockport Central School District

By: _____

Title: _____

Brighton Central School District

By:  _____

Title: Superintendent of Schools