

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is dated this ___ day of August, 2022, by and between the Town of Ticonderoga, a municipal corporation with a business address at 132 Montcalm Street, Ticonderoga, New York 12883 (hereinafter “Ticonderoga”), and the Town of Putnam, a municipal corporation with a business address at 14 Putnam Center Rd, Putnam Station, NY 12861 (hereinafter “Putnam”), witnesses the following:

WHEREAS, Ticonderoga is the owner of certain real property located in Putnam, and identified as 11 Tiroga Beach Lane, Putnam, New York, tax map parcel 1.14-1-18, upon which is located a Ticonderoga owned beach (hereinafter the “Beach Property”); and

WHEREAS, the Beach Property is located within close proximity of the Ticonderoga and Putnam municipal boundary; and

WHEREAS, Ticonderoga has a municipal police department; and

WHEREAS, over the years there have arisen incidents at its Beach Property that required police response; and

WHEREAS, Ticonderoga has requested permission to provide police protection services to the Beach Property; and

WHEREAS, pursuant to New York General Municipal Law Article 5-G, the respective town boards of Putnam and Ticonderoga may contract for police protection services; and

WHEREAS, Putnam wishes to permit Ticonderoga to provide police protection services for the Beach Property.

NOW THEREFORE, by virtue of the power of Putnam and Ticonderoga pursuant to New York General Municipal Law Article 5-G and for other good and valuable consideration,

the receipt and sufficiency of which are hereby acknowledge, the parties intending to be legally bound agree as follows:

1. Police Protection Services: Ticonderoga hereby agrees to provide police protection services to the Beach Property and Putnam authorizes Ticonderoga to provide police protection services to the Beach Property. This authorization shall extend to the area within Putnam five hundred (500) feet from the boundary of the Beach Property. This authorization shall be deemed permissive and not obligatory, and nothing contained herein shall obligate Ticonderoga to provide any police protection services. Any such police protection services shall be on an as available basis by Ticonderoga.

2. Cost: The police protection services to be provided by Ticonderoga for the Beach Property shall be at the sole cost and expense of Ticonderoga and without cost to Putnam. In the event any prosecution requires the act of a respective counsel or town attorney, Ticonderoga agrees that its counsel shall appear to prosecute any such matter. Nothing contained herein shall be deemed to supersede the prosecution by the district attorney.

3. No Special Duty: Nothing contained herein shall be deemed to create a guarantee of any police protection services by Ticonderoga or any special duty by Ticonderoga to Putnam or any person or entity.

4. Indemnification: Ticonderoga shall indemnify and hold harmless Putnam, its officers, board members and employees, from any claims arising from any police protection services provided by Ticonderoga to the Beach Property.

5. Term: This Agreement shall continue for a period of twenty (20) years unless terminated by any party or both parties prior thereto. Any party may terminate this Agreement on one hundred eighty (180) days prior written notice to the other party sent by resolution of the town board of the party issuing such notice to the other. Upon the expiration of such notice, this Agreement shall terminate.

6. Modification: No modification, cancellation, amendment, supplement or waiver of any of the terms of this Agreement shall be valid unless put in writing and executed and acknowledged by the parties.

7. Headings: The descriptive section and paragraph headings contained herein are for convenience only, and are not intended to include or conclusively define all of the subject

matter in the sections and paragraphs accompanying such headings and, accordingly, such headings should not be resorted to for interpretation of this Agreement.

8. Entire Agreement: This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

9. Non-Waiver: The failure of any party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement required to be performed by another party, or to exercise any option or to make any election herein contained or provided for, shall not be construed as a waiver or relinquishment for the future of any such term, option or election, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless in writing duly signed by such Party.

10. Notices: Unless otherwise indicated to the contrary, notices required by this Agreement shall be sufficient if delivered to the address for the party set forth above in this Agreement. Any party, by written notice to the other party in the manner above provided, may designate an address for service of notices different from that set forth above. Notices transmitted by a party's legal counsel on behalf of such party shall be deemed delivered by such party. All notices shall be deemed effective (i) upon receipt, if given personally; (ii) upon the expiration of the first day following the date of mailing, if given by overnight delivery; or (iii) upon the expiration of the second day following the date of mailing, if given by first class mail or certified mail, return receipt requested.

11. Governing Law; Severability: This Agreement and all of the rights and obligations of the parties hereunder and all of the terms, covenants and provisions hereof shall be construed according to the laws of the State of New York as an agreement made and executed within such State. In case any provision of this Agreement should be held to be contrary to or invalid under the laws of the State of New York, such illegality or invalidity shall not affect in any way any other provisions hereof, all of which shall continue, nevertheless, in full force and effect, and any provision which is held to be illegal or shall, nevertheless, remain in full force and effect in any other country, state or jurisdiction unless and until such provision is held illegal and invalid.

12. Interpretation: The parties each acknowledge that they have executed this Agreement with the benefit and input of counsel and they have each had the opportunity to

participate in the drafting of this Agreement. Accordingly, any rule of construction, interpretation or otherwise to the effect that ambiguities contained in the Agreement shall be resolved against the drafting party shall not be invoked or relied upon in connection with the interpretation of this Agreement.

13. Authority To Execute: Each party represents, warrants and covenants that said party has full and complete authority and authorization to execute and effect this Agreement, and to take or cause to be taken all acts contemplated by this Agreement. Attached to this Agreement as Exhibit A are the resolutions of the respective town boards for Putnam and Ticonderoga authorizing this Agreement.

14. Jurisdiction For Enforcement: The parties irrevocably (a) agree and consent that the New York State Supreme Court in Washington County, New York shall have jurisdiction over the parties to enforce this Agreement and shall have exclusive jurisdiction in any actions arising out of or relating to this Agreement; and (b) waive any other venue to which any party might be entitled by domicile or otherwise.

15. Counterparts: This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which shall collectively constitute a single Agreement, fully binding upon and enforceable against the parties hereto. No amendment or supplement to this Agreement shall be valid or binding unless made in writing and executed by all the parties hereto.

16. Facsimile Signatures; Non-Paper Records: Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (i) agrees that any party hereto may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (hereinafter referred to as a "Non-Paper Record") and that, after creating such Non-Paper Record, he or she may discard or destroy the original in reliance on this section; (ii) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (iii) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. Either an original or Non-Paper Record of this Agreement shall be evidence of the existence of this Agreement and may be received in all courts, administrative agencies, tribunals, alternative dispute resolution forums, government offices and repositories of

public records as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

Town of Ticonderoga

Town of Putnam

Mark Wright, Supervisor

Darrell T. Wilson, Supervisor

EXHIBIT A
TOWN BOARD RESOLUTIONS