

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement ("**IMA**" or "Agreement") made this _____ day of _____, 2026, by and between the CITY OF PEEKSKILL, a municipal corporation of the State of New York located at 840 Main Street, Peekskill, New York 10566 (the "City") and THE VILLAGE OF BUCHANAN, a municipal corporation of the State of New York, located at the Municipal Building, 236 Tate Avenue, Buchanan, New York 10511 (the "Village").

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 City Police Department currently operates an emergency communications center, 911 answering point with the capability to communicate countywide with all police, fire, and EMS agencies 24 hours a day seven days per week as well as having 14 CCTV monitored prisoner holding cells, a Datamaster for testing and processing DWI suspects, and a computerized booking system capable of instantly transmitting all pertinent data to the New York State Division of Criminal Justice Services (DCJS) for individuals charged with fingerprintable offenses; and employs NYS certified police instructors who provide monthly in-service training courses on a variety of topics including those that are mandated by DCJS (the "Work") as more fully described on "Schedule A"; and

WHEREAS, the Village desires to utilize these services from the City Police Department; and

WHEREAS, as consideration for the City's provision of services the Village shall compensate the City in the amounts set forth herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set for the, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. The above recitals are hereby incorporated by reference into the body of this intermunicipal Agreement.

2. The City will perform the Work as listed on schedule "A". Any modification of the Work shall require the prior written approval of the City Manager and the Village Manager or their duly authorized designee.

It is understood and agreed that the City and the Village each represent that the provision of the Work hereunder will be done in accordance with all applicable federal, state and local laws, rules and regulations, ordinances and requirements.

3. In consideration of the Work, the Village shall pay the City an amount not to exceed FIFTY THREE THOUSAND FIVE HUNDRED (\$53,500.00) DOLLARS payable on of each year beginning on January 1, 2026, as follows:

\$10,300 for the year 2026

\$10,500 on January 1, 2027 for the year 2027

\$10,700 on January 1, 2028 for the year 2028

\$10,900 on January 1, 2029 for the year 2029

\$11,100 on January 1, 2030 for the year 2030

4. The City shall have no responsibility other than that set forth above. Except for the amount of funding to be provided by the Village under Section 3 above, the City shall be responsible for all costs in relation to the Work.

5. The obligation set forth in this Agreement may be delayed if either party cannot comply with the terms of this IMA because of an act of God, war, strike, or other condition, which is not caused by the party or its agent; provided, however, that such party reasonably notifies the other party in writing as soon as it is aware of any such condition, and provided that such party will make good faith efforts to provide for alternative arrangements to fulfill the obligation as may be mutually agreed to between the City and the Village.

6. The Village agrees:

- (a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the City, the Village shall indemnify and hold harmless the City, its elected officials, officers, employees and agents

from and against any and all liability, damage, claims, demands, costs, judgements, fees, attorneys' fees or loss arising directly or indirectly out of the City's provision of the Work pursuant to this Agreement and of the acts or omissions hereunder by the Village or third parties under the direction or control of the Village; and

- (b) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the City, the Village shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of and this Agreement and to bear all other costs and expenses related thereto.

7. The Village covenants that it has all legal authority to make and enter into this agreement.

8. The term of this agreement shall be deemed to have commenced on January 1, 2026, and shall terminate on December 31, 2030, unless terminated earlier pursuant to the terms of this Agreement.

9. Either party shall have the right to terminate this Agreement without cause upon giving thirty (30) days written notice to the other party. In the event of termination by the City no for cause, the Village shall be entitled to a return of a pro-rata portion of the payments for the year in question when the termination occurred.

10. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the City:

City Manager 840
Main Street
Peekskill, NY 10566

Chief of Police
2 Nelson Avenue
Peekskill, NY 10566

With copy to:

Corporation Counsel 840
Main Street
Peekskill, NY 10566

To the Village:

Village Administrator
Municipal Building 236
Tate Avenue
Buchanan, New York 10511

With copy to:

Village Attorney
Municipal Building
236 Tate Avenue
Buchanan, New York 10511

11. Any purported delegation of duties or assignment of rights by either party to this Agreement without the prior express written consent of the other party is void.

12. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

13. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Village Attorney and the City Corporation Counsel.

14. This Agreement shall not be enforceable until signed by both parties and approved by the Village Attorney and the City of Peekskill City Attorney.

15. In the event that any one or more provisions, sections, subsections, clauses or

words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

16. All covenants, stipulations, promises, agreements and obligations of the City and the Village contained herein shall be deemed to be stipulations, promises, agreements and obligations of the City and the Village and not of any member, officer or employee of the City and the Village in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the City and the Village or any natural person executing this IMA.

17. The parties each agree to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of the Agreement.

18. Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

19. The laws of the State of New York shall govern the interpretation of this Contract, and each Party expressly consents to jurisdiction of any action to enforce the terms of this Agreement in the Supreme Court of the State of New York, Westchester County.

20. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns, including but not limited to the general public, any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein. Notwithstanding the forgoing, only the City or Village, and not any third parties, shall be entitled to seek the enforcement of the provisions of this Agreement.

21. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such State.

22. The term of this Agreement shall be for a period of five (5) years, commencing

upon execution of this Agreement.

23. This Agreement may be executed in two or more counterparts by electronic signature and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, the City and the Village have caused this Intermunicipal Amendment to be executed in their respective names, all as of the date first above written.

CITY OF PEEKSKILL

By _____
City Manager

VILLAGE OF BUCHANAN

By _____
Mayor

(Acknowledgement Page to Intermunicipal Agreement)

STATE OF NEW YORK)
)s.s.:
COUNTY OF WESTCHESTER)

On _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

On _____, 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew Alexander, City of Peekskill City Manger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

The City of Peekskill Police Department currently operates an emergency communications center and 911 answering point that is staffed with one sworn officer and one civilian dispatcher, per shift, who have the ability to communicate countywide with all police fire, and EMS agencies 24 hours a day seven days a week. The police department also has 14 prisoner holding cells that are monitored by CCTV, a Datamaster for testing and processing DWI suspects, and a computerized booking system capable of instantly transmitting all pertinent data to the New York State Division of Criminal Justice Services (DOS) for individuals charged with fingerprintable offenses. Furthermore, the department employs NYS certified police instructors who provide monthly in-service training courses on a variety of topics including those that are mandated by DOS. The City of Peekskill Police Department has been providing the Village of Buchanan Police Department access to these services for over 40 years and would like to continue providing them as specified below:

- Police dispatch and radio monitoring 24 hours per day, 7 days per week
- All the Village of Buchanan Police Department to operate on Peekskill Police Department radio frequencies
- Telephone answering point for Village of Buchanan Police Department when they are unavailable or otherwise cannot answer their emergency number.
- 911 answering point for all emergency requests (police/fire/ems)
- House all prisoners needing to be held pre-arraignment or post-arraignment pending transfer to the Westchester County Jail (24 hour maximum)
- Continue to provide access to RIC booking system for Buchanan officers who need to book prisoners charged with a fingerprintable offense.
- Include Buchanan Police Officers in our in-service training program giving them the opportunity to attend our scheduled training classes which are typically held monthly