

HAZMAT AGREEMENT ADDENDUM

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By and Between:

**THE CITY OF SARATOGA SPRINGS**, (herein after known as "CITY") a municipal corporation with a place of business at City Hall 474 Broadway, Saratoga Springs, New York 12866.

-and-

**THE COUNTY OF SARATOGA**, (herein after known as "COUNTY") a municipal corporation with a place of business at 40 McMaster Street, Ballston Spa, New York 12020.

WITNESSETH:

WHEREAS, the CITY and the COUNTY entered into an Agreement to establish a Hazardous Materials (HAZMAT) Response Team and provide for funds for furnishing equipment and training for that purpose dated June 19, 2003. The June 19, 2003 Agreement is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the CITY desires to appoint a Hazardous Materials Coordinator (herein after known as "HazMat Coordinator") operating within the Saratoga Springs Fire Department (herein after known as "Fire Department"); and

WHEREAS, the COUNTY's Board of Supervisors, by Resolution 155-2015 authorized an amendment to the HAZMAT Agreement with the CITY which provides for the payment of a stipend to a Hazardous Materials Coordinator. Resolution 155-2015 is attached hereto and made a part hereof as **Exhibit B**. NOW

THEREFORE, in consideration of the mutual agreement and covenants contained herein, it is AGREED as follows:

1. The CITY agrees to create the position of HazMat Coordinator with the duties and responsibilities as outlined in the Hazardous Materials Coordinator document. The Hazardous Materials Coordinator document is attached hereto and made a part hereof as **Exhibit C**.

2. This position will carry a pay stipend of fifty seven hundred fifty dollars (\$5,750.00) annually with no overtime being paid for the performance of the duties as outlined, with said stipend to be pro-rated for 2015 from the date of the execution of the Addendum.

3. Funding for the position will be paid for by the COUNTY, upon the CITY's submission of a properly executed COUNTY voucher, and shall be subject to annual

appropriation by the Board of Supervisors funding the position in the COUNTY's annual budget. If such approval is not granted for the funding of this position, the position will be abolished.

4. Each party hereto represents that the person who signs this Amendment is authorized to do so by the governing body of that part.

5. This Addendum is a supplement to the original June 19, 2003 Agreement (see Exhibit A). It is incorporated into and made a part of said Agreement. All terms, conditions and provisions of the original June 19, 2003 Agreement remain in effect unless specifically modified herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set next to their names.

COUNTY OF SARATOGA

By: \_\_\_\_\_

\_\_\_\_\_  
Date

CITY OF SARATOGA SPRINGS

By: \_\_\_\_\_

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
County Attorney

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
City Attorney

Per City Council approval \_\_\_\_\_

# EXHIBIT A

THIS AGREEMENT, made this 19<sup>th</sup> day of June, 2003

By and Between,

THE CITY OF SARATOGA SPRINGS, a municipal corporation with a place of business at City Hall, 474 Broadway, Saratoga Springs, New York 12866,

-and-

THE COUNTY OF SARATOGA, a municipal corporation with a place of business at 40 McMaster Street, Ballston Spa, New York 12020.

WITNESSETH:

WHEREAS, the COUNTY'S Board of Supervisors, by Resolution 120-01 established a County wide Hazardous Materials (HAZMAT) Response Team, and provided for funds for furnishing equipment and training for that purpose in the Saratoga County 2002 Capital Plan; and

WHEREAS, the purchase of a HAZMAT Vehicle was authorized by Resolution 192-01 of the COUNTY'S Board of Supervisors;

WHEREAS, the CITY has participated in the planning for the organization and establishment of a county wide HAZMAT Response Team, and wishes to contribute to the Team by housing the HAZMAT Vehicle and furnishing manpower through the CITY'S Fire Department; and

WHEREAS, the parties wish to establish their mutual responsibilities by this AGREEMENT in reference to the HAZMAT Response Team;

NOW, THEREFORE, in consideration of the mutual agreement and covenants contained herein, it is AGREED as follows:

1. The CITY agrees to participate in the HAZMAT Response Team by furnishing members of its Fire Department.
  - a. The COUNTY will furnish appropriate training to keep the CITY'S participating firefighters at the required levels of certification for HAZMAT Responders.
  - b. The COUNTY will pay for any physical examinations and laboratory testing, etc. required, by OSHA or otherwise, for membership on the HAZMAT Team.
  - c. The COUNTY will compensate the CITY for overtime or extra duty pay for training of CITY firefighters when it occurs outside of their normal duty hours.


- d. The CITY will maintain workers compensation and other required insurance for its personnel.
  - e. The CITY personnel will respond to HAZMAT events with the HAZMAT vehicle to be supplied by the COUNTY.
2. The COUNTY will supply a HAZMAT vehicle to the CITY.
- a. The HAZMAT vehicle will be housed with the City Fire Department and may be used by the City Fire Department as a Department vehicle at any and all times it is not required for a HAZMAT response.
  - b. The COUNTY will have title to the vehicle and the City shall register the vehicle and maintain comprehensive insurance coverage for its operation.
  - c. The CITY shall be responsible for the maintenance and repair of the vehicle.
3. The COUNTY shall supply the CITY HAZMAT vehicle with all of the necessary HAZMAT equipment, and shall be responsible for the replacement of any equipment or materials damaged or consumed in a HAZMAT response, in training or due to expiration of shelf life.
4. Following a HAZMAT Response, the COUNTY will promptly reimburse the CITY for all of its costs arising out of the Response.
5. In the event a CITY firefighter is injured while responding to a HAZMAT incident, any workers compensation payments will not be charged against the CITY's experience under the Saratoga County Self Insurance Plan, but will be charged against the COUNTY. The COUNTY will reimburse the CITY for all payments made under Section 207-a of the General Municipal Law to a firefighter for disability or medical treatment incurred when the firefighter was responding to a HAZMAT incident. The COUNTY will reimburse the CITY for the differential between regular pay and overtime pay which the CITY incurs in replacing a firefighter who is disabled and being paid under Section 207-a of the General Municipal Law.
6. The CITY will assign to the COUNTY its right to recover the said costs for a HAZMAT Response from any and all persons or entities responsible. COUNTY shall then proceed against the party responsible for the HAZMAT incident, and the CITY agrees to cooperate with the COUNTY in any recovery proceeding.
7. The CITY agrees that its personnel will participate in the HAZMAT Response Team in accordance with the policies and procedures established by the Team.
8. The parties agree to submit any issues that arise under this agreement, or the application of any statute or labor agreement thereto, to arbitration under the rules of the American Arbitration Association.

9. Each party hereto represents that the person who signs this Agreement is authorized to do so by the governing body of that party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set next to their names.


6/19/03  
date

COUNTY OF SARATOGA

by   
ROBERT A. STOKES, Chair  
Board of Supervisors  
Per Resolution 122-01, 120-01 &  
135-03

\_\_\_\_\_  
date

CITY OF SARATOGA SPRINGS

by   
THOMAS CURLEY  
Commissioner of Public Safety

APPROVED AS TO FORM AND CONTENT:

  
County Attorney

  
Contract Administrator

6/17/03

RESOLUTION 135 - 03

Introduced by Supervisors Acunto, Barrett, Gutheil, Hall,  
M. Johnson, Lilac and Scirocco

AUTHORIZING HAZMAT AGREEMENT WITH  
THE CITY OF SARATOGA SPRINGS

WHEREAS, Resolution 192-01 authorized the purchase of a HAZMAT response vehicle for use by the county-wide HAZMAT Response Team, to be housed with the Saratoga Springs Fire Department; and

WHEREAS, an agreement is deemed necessary to set forth the responsibilities of the City of Saratoga Springs and Saratoga County with respect to the ownership and operation of the HAZMAT vehicle, and with respect to the participation of the City of Saratoga Springs Fire Department in the county-wide HAZMAT Response program; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with the City of Saratoga Springs which provides for the ownership by Saratoga County and the housing and use by the City of Saratoga Springs of the HAZMAT Response Vehicle, and sets forth the agreements of the parties with respect to training, insurance, equipment and other issues concerning the participation of the City of Saratoga Springs Fire Department personnel in the county-wide HAZMAT Response Team; and be it further

RESOLVED, that the form and content of this agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

RES06-26/QDLS/DTM/TXTRES03

*Devery*

6/17/03

RESOLUTION 135 - 03

Introduced by Supervisors Acunto, Barrett, Gutheil, Hall,  
M. Johnson, Lilac and Scirocco

AUTHORIZING HAZMAT AGREEMENT WITH  
THE CITY OF SARATOGA SPRINGS

WHEREAS, Resolution 192-01 authorized the purchase of a HAZMAT response vehicle for use by the county-wide HAZMAT Response Team, to be housed with the Saratoga Springs Fire Department; and

WHEREAS, an agreement is deemed necessary to set forth the responsibilities of the City of Saratoga Springs and Saratoga County with respect to the ownership and operation of the HAZMAT vehicle, and with respect to the participation of the City of Saratoga Springs Fire Department in the county-wide HAZMAT Response program; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with the City of Saratoga Springs which provides for the ownership by Saratoga County and the housing and use by the City of Saratoga Springs of the HAZMAT Response Vehicle, and sets forth the agreements of the parties with respect to training, insurance, equipment and other issues concerning the participation of the City of Saratoga Springs Fire Department personnel in the county-wide HAZMAT Response Team; and be it further

RESOLVED, that the form and content of this agreement shall be subject to the approval of the County Attorney.


BUDGET IMPACT STATEMENT: No budget impact.



STATE OF NEW YORK )  
 )  
COUNTY OF SARATOGA)

I, Barbara J. Plummer, Clerk of the Board of Supervisors of Saratoga County, do hereby certify that the foregoing is a true copy, and the whole thereof, of a resolution duly adopted by the Board of Supervisors of said county, on the 17th day of June 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed hereto the official seal of said Board of Supervisors this 24th day of June 2003.

  
Clerk of the Board of Supervisors  
Saratoga County, New York

# EXHIBIT B



**SARATOGA COUNTY BOARD OF SUPERVISORS**

**RESOLUTION 155 - 2015**

**Introduced by Supervisors Barrett, Allen, Johnson, Lent, Peck, Wright and Ziegler**

**AUTHORIZING AN AMENDMENT TO THE HAZMAT AGREEMENT WITH  
THE CITY OF SARATOGA SPRINGS TO PROVIDE FOR THE PAYMENT  
OF A STIPEND TO A HAZARDOUS MATERIALS COORDINATOR**

WHEREAS, Resolution 192-01 authorized the purchase of a HAZMAT response vehicle for use by the county-wide HAZMAT Response Team, and the housing of the vehicle at the Saratoga Springs Fire Department; and

WHEREAS, Resolution 135-03 authorized an agreement with the City of Saratoga Springs memorializing Saratoga County's ownership of the HAZMAT Response Vehicle and the housing and use of the Vehicle by the City of Saratoga Springs, and setting forth the agreement of the parties with respect to trainings, insurance, equipment and other issues concerning the participation of City of Saratoga Springs Fire Department personnel in the county-wide HAZMAT Response Team; and

WHEREAS, in 2013 the New York State Department of Homeland Security and Emergency Services (DHSES) discontinued performing necessary maintenance, testing and calibration of the HAZMAT Response Team's equipment housed at the Saratoga Springs Fire Department, and ceased the provision of training in the use of the HAZMAT equipment and on other hazardous materials topics; and

WHEREAS, the Chief of the Saratoga Springs Fire Department and the County Fire Coordinator have recommended that the foregoing services previously provided by DHSES be assigned to a Hazardous Materials Coordinator, who shall be an existing officer of the Saratoga Springs Fire Department, and who shall perform said duties on a part-time basis under the supervision of Saratoga Springs Fire Chief or Assistant Fire Chief; and

WHEREAS, the Saratoga Springs Fire Chief and County Fire Coordinator have proposed that the County pay a stipend of \$5,750 annually, with no overtime, to the Hazardous Materials Coordinator for the performance of the duties previously performed by DHSES relative to the maintenance, testing and calibration of the HAZMAT Response Team's equipment and the provision of HAZMAT training; and

WHEREAS, our Public Safety Committee has recommended that the County's HAZMAT agreement with the City of Saratoga Springs dated June 19, 2003, be amended to provide for the County's payment to the City of an annual stipend in the amount of \$5,750 for a Hazardous Materials Coordinator; now, therefore, be it

RESOLVED, that the Chair of the Board, or the Vice-Chair of the Board in the Chair's absence, are hereby authorized to execute an amendment to the County's HAZMAT agreement with the City of Saratoga Springs dated June 19, 2003 to provide: 1) for the creation of the position of a part-time Hazardous Materials Coordinator, who shall be an existing officer of the Saratoga Springs Fire Department, and who will perform duties previously performed by the NYS DHSES relative to the maintenance, testing and calibration of the county-wide HAZMAT Response Team's equipment and the provision of HAZMAT training; and 2) for the payment by the County to the City of Saratoga Springs of an annual stipend for the Hazardous Materials Coordinator in the amount of \$5,750, with said stipend to be pro-rated for 2015 from the date of the execution of the amendment; and, be it further

RESOLVED, that the form and content of such amendment shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.

# EXHIBIT C

## **Hazardous Materials Coordinator**

The duties for Hazardous Materials Coordinator will be assigned to an existing Fire Department Officer position by bid and will be performed on a part-time basis. The Hazardous Materials Coordinator shall be under the direct supervision of the Fire Chief or Assistant Fire Chief.

### **Minimum Requirements:**

- NYS Certified at the EMT level.
- Hazardous Materials Technician - Basic
- Rank of Lieutenant or higher.

### **Duties and Responsibilities:**

1. Develop and deliver training topics as needed for Hazardous Materials refresher training for line personnel. Four (4) hours per shift annually. Supervise FF's during Hazardous Materials training sessions to ensure the maximum participation.
2. Assist in the planning of Hazardous Materials drills for the County Hazardous Materials Team.
3. Maintains an awareness of the latest advances in the field of hazardous materials response and related fields.
4. Maintains a working knowledge of Federal and State Laws, policies, regulations and standards pertaining to the field of hazardous materials.
5. Coordinates and leads hazardous materials incident operations along with other County Hazardous Materials Team leaders such as safety and decontamination in an efficient and safe manner.
6. Maintains a thorough knowledge of Hazardous Materials apparatus and equipment.
7. Ensures all meters and equipment are maintained in a ready state, batteries charged etc. Ensures all maintenance, testing and calibration activities are performed in a timely manner and in accordance with manufacturer's instruction.
8. Maintains inventory control and maintenance procedures for Hazardous Materials team equipment. Maintains an equipment deficiency list and reports deficient material to the Fire Coordinator and/or Fire Chief.
9. Attend County and Regional Team level organizational meetings.
10. Successful completion of: Hazardous Materials Incident Command, Hazardous Materials incident Safety Officer and Advanced Hazardous Materials Technician level training.
11. Functions as the chief advisor to the Fire Chief's in matters of Hazardous Materials operations and response.

## **KNOWLEDGE, SKILLS, ABILITIES, AND OTHER WORK REQUIREMENTS**

### **Knowledge**

- Knowledge of: rules, regulations, practices and procedures of the Saratoga Springs Fire Department and Saratoga County Hazardous Materials Team.
- Fire incident and emergency management response planning, notification procedures, and protocols
- Federal, State and Local laws and regulations regarding hazardous materials and hazardous materials incidents
- Practices and required responses to hazardous material incidents.
- Use of equipment, tools and apparatus designed for hazardous material incident responses some knowledge of:
- Geographical locations in the City
- Public safety principles and practices

### **Skills**

- **ACTIVE LISTENING** - Give full attention to what other people are saying, take time to understand the points being made, ask questions as appropriate, and not interrupt at inappropriate times
- **ACTIVE LEARNING** – Understand the implications of new information for both current and future problem-solving and decision-making
- **CRITICAL THINKING** - Use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems
- **MANAGEMENT OF MATERIAL RESOURCES**- Obtain and see to the appropriate use of equipment, facilities, and materials needed to do certain work
- **COORDINATION WITH OTHERS**- Adjust actions in relation to others' actions
- **INSTRUCTING** - Teach others how to do something
- **JUDGEMENT AND DECISION MAKING** - Consider the relative costs and benefits of potential actions to choose the most appropriate one
- **SYSTEMS EVALUATION**- Identify measures or indicators of system performance and the actions needed to improve or correct performance relative to the goals of the system

### **Abilities**

- **SUPERVISE**- Supervise the work and conduct of subordinate personnel
- **COMPREHEND ORAL INFORMATION** - Listen to and understand information and ideas presented through spoken words and sentences
- **SPEAK** - Communicate information and ideas in speaking so others will understand
- **COMPREHEND WRITTEN INFORMATION** - Read and understand information and ideas presented in writing
- **WRITE** - Communicate information and ideas in writing so others will understand
- **RECOGNIZE PROBLEMS**- Tell when something is wrong or is likely to go wrong
- **REASON TO SOLVE PROBLEMS** - Apply general rules to specific problems to produce answers that make sense
- **COME UP WITH IDEAS**- Come up with a number of ideas about a topic

- **REACH CONCLUSIONS-** Combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events)

This position will carry a pay stipend of \$5,750.00 annually with no overtime being paid for the performance of the duties as outlined. Funding for the position will be paid for by Saratoga County and subject to the Board of Supervisors approval. If such approval is not granted for the funding of this position, the position will be abolished.