

Legal Counsel Approval

*AKS*

RL14-164

Introductory No. R14-78

Permanent No. R14-76



THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: November 19, 2014

Sponsored by Council Members: Motsavage, Matzo, Webb, Berg, Rennia, Mihalko, Papastrat

Introduced by Committee: Municipal and Public Affairs

RESOLUTION

*entitled*  
A RESOLUTION TO ENTER INTO AN  
AGREEMENT WITH FRITO LAY, INC. FOR  
EMERGENCY CONFINED SPACE RESCUE

WHEREAS, the Binghamton Fire Department provides emergency confined space rescue to local businesses for a fee; and

WHEREAS, Frito Lay Inc. has requested to enter into an agreement with the City of Binghamton for these services; and

WHEREAS, the Fire Chief has recommended the attached contract.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Council of the City of Binghamton does hereby authorize the Mayor, or his designee, to enter into a contract, approved as to form and content by the Office of Corporation Counsel, with Frito Lay, Inc. to allow the Binghamton Fire Department to provide emergency confined space rescue services in accordance with the attached contract.

Introductory No. R14-78

Permanent No. R14-76

Sponsored by City Council Members:  
Motsavage, Matzo, Webb, Berg, Rennia, Mihalko,  
Papastrat

A RESOLUTION TO ENTER INTO AN AGREEMENT  
WITH FRITO LAY, INC. FOR EMERGENCY  
CONFINED SPACE RESCUE

The within Resolution was adopted by the Council of  
the City of Binghamton.

Date November 19, 2014

City Clerk Jenny Peltola

Date Presented to Mayor November 20, 2014

11/20/14  
Date Approved

Richard D. Dine  
Mayor

	Ayes	Nays	Abstain	Absent
Motsavage	X			
Mihalko	X			
Rennia	X			
Webb	X			
Papastrat	X			
Matzo	X			
Berg	X			
Total	7	0	0	0

Code of the City of Binghamton

Adopted  Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy  
of the legislation adopted by the Council  
of the City of Binghamton at a meeting  
held on 11/19/14. Approved by the  
Mayor on 11/20/14.



**MUNICIPAL COOPERATION AGREEMENT FOR  
EMERGENCY CONFINED SPACE RESCUE**

**PARTIES:** Frito Lay, Inc., 10 Spud Lane, Binghamton, New York 13904 (Frito Lay)

And

City of Binghamton, Municipal Plaza, 38 Hawley Street Binghamton,  
New York 13901 (City)

**RECITALS:**

- Frito Lay has a manufacturing complex located at 10 Spud Lane, Binghamton, NY, 13904, the property, and desires to provide for first responder rescue in emergency confined space situations.
- The City has a professional fire department which can provide emergency confined space rescue services in compliance with Title 29 Code of Federal Regulations Part 1910.146.

**THE PARTIES AGREE AS FOLLOWS:**

1. **Emergency Confined Space Rescue.** The City agrees to provide apparatus, appliances and rescue personnel for the furnishing of confined space rescue to the property when notified by telephone, or any other manner of a confined space emergency within the property, except when required personnel and/or resources are already committed to an active call elsewhere, in which case requested assistance will be provided as soon as practicable thereafter. The City will then respond to the emergency without delay and with apparatus, appliances and rescue personnel, and the City will diligently, in every way reasonable, rescue entrapped personnel.

Furthermore, the City's rescue team will conduct on site rescue training at least once a year.

2. **Terms of Agreement.** This Agreement shall run for a period of three (3) years from the date of execution, unless terminated as provided herein.
3. **Termination of Agreement.** This Agreement may be terminated by either party by giving written notice of thirty (30) day prior to the annual anniversary agreement date.

4. Consideration. In consideration of furnishing such protection, Frito Lay will pay the City according to the schedule herein:

Year 1 - \$4,300	(12/1/2014 – 11/30/2015)
Year 2 - \$4,500	(12/1/2015 – 11/30/2016)
Year 3 - \$4,700	(12/1/2016 – 11/30/2017)

Said payment shall occur within 45 days after receipt of an invoice from the City which will be sent out immediately upon execution of this agreement. In addition, should the City's rescue team be called to the site for an actual emergency Frito Lay will pay the City the sum per hour, one hour minimum, with a pro-rated charge for each additional fifteen minute period that the rescue team is requested to respond according to the schedule herein:

Year 1 - \$760 per hour
Year 2 - \$790 per hour
Year 3 - \$825 per hour

5. Liability. Frito Lay agrees to indemnify and hold harmless the City from any claims or liability, including the cost of defense, in relation to any damages or personal injuries arising from the negligence of Frito Lay, its agents and/or employees.

The parties have caused this agreement to be signed by its representative, after legislative action which occurred at a meeting duly noticed, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FRITO LAY, INC.

CITY OF BINGHAMTON

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

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