

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8638

DATE 2-16-17

TITLE

## SRT Mutual Aid Resolution

AGREEMENT BETWEEN THE City of Williamsport, Bureau of Police SRT, and the Columbia-Montour Police SWAT Team.

BE IT RESOLVED BY THE CITY COUNCIL of the City of Williamsport that the Agreement attached hereto, with the City of Williamsport, Bureau of Police SRT, and the Columbia-Montour Police SWAT Team to enter into a Mutual Aid Agreement for the purposes of providing Special Response Team / Special Weapons & Tactics Team to the requesting municipality at the request of any participating member. The attached agreement is strictly voluntary and conditions of agreement are set forth by the attached agreement. This agreement is hereby approved and the appropriate city official are hereto authorized and directed to execute said agreement.

James M. Freund  
City Clerk

Approved

[Signature]  
President



## MEMORANDUM OF UNDERSTANDING

This Agreement establishes the services that shall be provided between the **City of Williamsport, Bureau of Police SRT, and the Columbia-Montour Police SWAT Team.**

### Article I. (Administrative)

1. It is understood and agreed that the compliance with the terms of this Agreement shall be voluntary for the parties furnishing aid.
2. Each party shall maintain its own Force and shall provide all required equipment.
3. Each party shall pay its own expenses for the upkeep of its Police Force.
4. Each party shall be responsible for any claims or lawsuits that result from its own alleged improper action. Both parties agree to defend, indemnify, save, and hold harmless each other from claims arising out of the actions of their respective members, pursuant to this Agreement.
5. No charges or expenses shall be assessed for the wages furnished by either party. Both parties have agreed to reimburse each other for consumable items used during the course of an operation that total in excess of \$500.00. This includes, impact and chemical munitions, NFFD devices, etc.
6. Each Police Officer shall remain, at all times, the employee of the municipality, which hired him or her.
7. The municipality originally hiring a Police Officer shall be, at all times, responsible for paying the wages of the Officer, and carry workers' compensation for all matters pertaining to the employment of the Police Officer.
8. All Police Officers employed by the said municipalities will be under the administrative control of the municipality who originally hired them and the operational control of their respective Chief of Police.
9. All police reports prepared will be prepared on the report forms of the Department/Bureau preparing the reports. Copies of the reports will be forwarded to the agency having jurisdiction within 24 hours unless requested sooner by the Chief of Police or his designee.
10. All issues of concern will be directed to each respective Chief of Police for resolution.



## **Article II. (Authorization)**

1. It is understood this Memorandum of Understanding authorizes members of the parties' members to have the same arrest and investigation powers and to enforce all State and Federal Laws and Local Ordinances in each other's jurisdictions.
2. Each party hereby authorizes the Police Officers from their entities to exercise law enforcement power within the territorial limits of the other municipality when acting pursuant to the terms of this agreement.
3. Each party is authorized to handle calls, or automatically respond, to high-risk situations requiring specialized tactical assistance.
4. Upon request for assistance, the on-duty Police Officer(s) shall respond in the manner determined by each party.
5. The on-duty Police Officer in the municipality to which aid and assistance is rendered shall be in charge of the incident.

## **Article III. (Police Services)**

1. Each Police Department shall supply Police Services to the other departments during all shifts, as needed.
2. This agreement is strictly voluntary in nature and places no participating tactical team under any obligation to respond to a request for tactical team services that it is unable or unwilling to honor. The participating tactical teams should make every accommodation possible to allow team members the opportunity to assist with request for services or corresponding training.
3. The Commanding Officers of these tactical teams agree that the control and direction of personnel and equipment that are acting within the jurisdiction of the requesting tactical team will remain under the control of the requesting tactical team until they have completely relieved that team. At that time the relief team will come under the control of their Commanding Officer(s). The relief Commanding Officers will work cooperatively with the requesting Commanding Officer(s) to further the operational mission. Throughout the incident, Incident Command will remain with the original jurisdiction. Except in cases of immediate threats, or optimum resolution opportunities, any deliberate action taken to resolve the incident will be made by the original tactical team, unless otherwise agreed upon by all involved Commanding Officers.



**Article IV. (Termination)**

1. The parties agree that either party may withdraw from or amend this Memorandum of Understanding at any time by giving written notice to the other party of its intent to dissolve the agreement. This notice shall be given at least thirty (30) days in advance of such termination.
2. This Memorandum of Understanding shall become effective February 17, 2017 after adoption by each party.
3. This Memorandum of Understanding shall remain in effect until such time as either of the parties elects to terminate this agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, and in accordance with the proper action of each of the bodies of the parties hereto have caused agreement to be executed by their proper officials and their municipal seals affixed this February 17, 2017.

**ATTEST:**

James M. Frende  
City Clerk

Witness By

**CITY OF WILLIAMSPORT**

By: Coke Campana  
Mayor

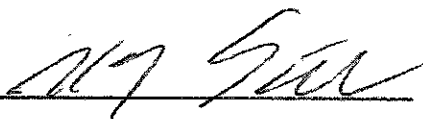
By: Alfred Smith  
Columbia-Montour SWAT Team Commander

By: \_\_\_\_\_  
Williamsport Police Special Response Team

(See next page for Columbia-Montour SWAT Chiefs Signatures)



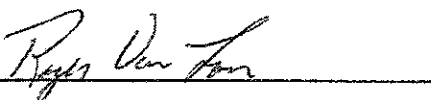
**For Columbia Montour SWAT:**



**Kenneth Strish, Police Chief – Berwick Police Department**

9-16-16

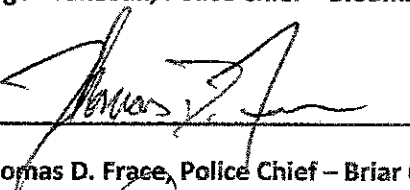
**Date**



**Roger VanLoan, Police Chief – Bloomsburg Police Department**

09/15/16


**Date**



**Thomas D. Frace, Police Chief – Briar Creek Township Police**

09/15/16

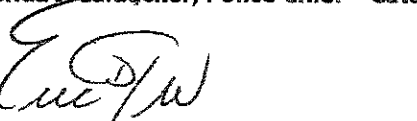
**Date**



**Joshua J. Laidacker, Police Chief – Catawissa Police Department**

9-15-16

**Date**



**Eric Gill, Police Chief – Danville Police Department**

3 NOV 16

**Date**



**Michael VanDine, Police Chief – Hemlock Township Police**

9/15/16

**Date**



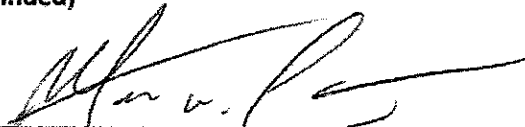
**Allen L. Breach, Police Chief – Locust Township Police**

09/15/16

**Date**




(Continued)

  
\_\_\_\_\_  
MATTHEW GURST  
Charles Dietterick, Officer in Charge – Mahoning Township Police

12/<sup>06</sup>/~~10~~/16  
Date

  
\_\_\_\_\_  
Jonathan E. Yaskiewicz, Police Chief – Millville Police Department


9/15/2016  
Date

  
\_\_\_\_\_  
Terry L. Eckart, Police Chief – Montour Township Police

12-22-16  
Date

  
\_\_\_\_\_  
Ray Klingler, Police Chief – Scott Township Police Department

9/15/16  
Date

  
\_\_\_\_\_  
William Richendrfer, Police Chief – South Centre Township Police

9/15/16  
Date