

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9318

DATE 5-12-22

TITLE

RESOLUTION AUTHORIZING SUBMISSION
OF A LETTER OF INTENT TO THE
GOVERNOR'S CENTER FOR LOCAL
GOVERNMENT SERVICES FOR GUIDANCE
IN ADVANCING THE EXISTING
INTERGOVERNMENTAL AGREEMENT
WITH OLD LYCOMING TOWNSHIP
VOLUNTEER FIRE COMPANY

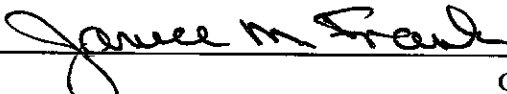
WHEREAS, the City of Williamsport, its Bureau of Fire, and Old Lycoming Township, with its volunteer fire company, have enjoyed an Intergovernmental Cooperative Agreement since 1999;

WHEREAS, the City and the Township desire to utilize the Governor's Center for Local Government Service (GCLGS) for guidance to advance that intergovernmental agreement;


WHEREAS, in order to provide guidance, the GCLGS requires a Letter of Intent to be approved by both municipal governments;

NOW, THEREFORE BE IT RESOLVED that the City of Williamsport agrees to utilize the GCLGS to work on expanding the original IGCA with Old Lycoming Township and Old Lycoming Township Volunteer Fire Company. The appropriate members of the City administration are authorized to sign such documents as necessary to carry out the intent of this resolution.

Approved



City Clerk



President



Williamsport Bureau of Fire Memorandum

To: Adam Yoder, President, City Council
CC: Members of City Council
From: Sam Aungst, Fire Chief
Date: May 12, 2022
Re: Letter of Intent to Expand IGCA

Since 1999, the Williamsport Bureau of Fire and the Old Lycoming Township Volunteer Fire Company have participated in an Intergovernmental Cooperative Agreement (IGCA) to share fire services. Since its inception, the "Alliance" has not progressed at all.

Municipal representatives from the city and Old Lycoming Township and fire officials from both departments have met to discuss amending the IGCA. It has come to a point where we feel that someone with experience facilitating agreements like this would be beneficial to these meetings and act as a moderator.

Attached to your packet are the Letter of Intent and a copy of the original IGCA. The highlighted areas are the points we would like to address.

4 – In recent years, we have not had many Old Lycoming members riding along. We want to revise this to entice ridership.

9 – We would like to discuss this section concerning the use of their apparatus and their use of our apparatus.

16 – This agreement should be reapproved by the City Council and the Board of Supervisors every five years unless modifications are made, at which time the 5-years will be reset.

17 – We would like to have the last sentence deleted.

18 – We have been discussing the formation of a Commission to oversee further Alliances with other departments.

Thank you in advance for your time and attention to this matter. If you need further information, please let me know.



LETTER OF INTENT

This Letter of Intent is submitted to the Governor's Center for Local Government Services to request technical assistance. By submitting this request, the municipality agrees to cooperate with the Center.

The governing body must approve this request for assistance by motion prior to submission. No resolution is required.

Complete and return the form either by mail or fax. Center personnel will evaluate the request to determine the level of assistance. The contact person designated below will receive all future information regarding this request.

PLEASE COMPLETE THE FOLLOWING

Type of technical assistance being requested:

- | | |
|--|---|
| <input type="checkbox"/> Regional Police Consolidation | <input type="checkbox"/> Finance |
| <input type="checkbox"/> Police Management | <input type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> Fire & Emergency Services | <input type="checkbox"/> Administrative/Secretary |
| <input checked="" type="checkbox"/> Council of Governments/Intergovernmental Cooperation | <input type="checkbox"/> Home Rule |
| <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Boundary Change |
| <input type="checkbox"/> Uniform Construction Code | <input type="checkbox"/> Other _____ |

Are you currently a part of any intergovernmental agreement? Yes No

If yes, describe briefly: The City of Williamsport and the Old Lycoming Township Volunteer Fire Company entered into an Intergovernmental Cooperative Agreement on September 10, 1999. Williamsport adopted this agreement by resolution on July 22, 1999. The purpose of this agreement is to "cooperate in providing fire protection to residents of the city and township."

Description of Project: The City of Williamsport and Old Lycoming Township wish to explore a more formal relationship between the two municipalities emergency services providers. For several months, our group of elected officials have been discussing various models, including the use of a commission or council of governments. We are requesting assistance from the GCLGS in the form of technical assistance and expertise, and the facilitation of future discussions between the two municipalities.

CHIEF ELECTED OFFICIAL (PRINT)

Municipality: City of Williamsport Federal ID#: 24-6000719

County: Lycoming

Name: Derek Slaughter Title: Mayor

Municipal Address: 245 W 4th St
Williamsport, PA 17701

Signature: *Derek Slaughter* Date: 5/12/22

CONTACT PERSON

Name: Sam R. Aungst Title: Fire Chief

Address: 440 Walnut St
Williamsport, PA 17701

Phone: 570-447-3057 Fax: _____

E-mail: saungst@cityofwilliamsport.org

SIGNATURE AND VERIFICATION

I hereby certify that the governing body, at a public meeting held on _____, has approved this Letter of Intent.

 Attest (Secretary)

 Date

INTERGOVERNMENTAL COOPERATION
AGREEMENT

THIS AGREEMENT, entered into this 10th day of September, 1999, between THE CITY OF WILLIAMSPORT ("The City") a municipal corporation and the OLD LYCOMING TOWNSHIP VOLUNTEER FIRE COMPANY ("The Company")

WHEREAS, the City through its Bureau of Fire provides fire protection services to the residents of the City; and

WHEREAS, the Company provides for protection services to the residents of Old Lycoming Township; and

WHEREAS, the parties desire to cooperate in providing fire protection services to the residents of the City and Township.

NOW THEREFORE, intending to be legally bound, the City and Company agree as follows:

1. The Company shall make 'available and provide for use of its station, apparatus and members.
2. The City shall station two firefighters in quarters at the Company's station.
3. The City firefighters stationed at the Company's station shall respond to any alarms in the City or Township in the Company's apparatus.
4. (1) The Company's firefighters shall be permitted to respond with the City's firefighters on initial alarms into the City if they are in station and assigned to apparatus. City reserves the right to refuse to permit Company firefighters without the following training/certification from responding and providing interior firefighting and/or rescue support in the City:

(a) Essentials of Fire-Fighting/Fundamentals of Fire-Fighting or equivalent as

approved by the Chiefs of both Departments

- (b) Haz-Mat, Operations or Defensive Practice Levels
- (c) Basic Vehicle Rescue
- (d) Basic Cardiac Life Support

(2) Alternative levels of training for lesser degrees of support shall be established by the parties.

5. In responding to alarms within the City, the Company's firefighters shall be under the command of the City's officers.

6. In responding to alarms within the Township, the City's firefighters shall be under the command of the Company's officers.

7. In-Station duties at the Company's station shall be developed and shared amongst the parties as may be determined from time to time.

8. The Company shall receive reasonable preferences in decisions regarding mutual aid and box card assignments.

9. Each party shall carry and maintain its own policies of insurance including but not limited to workers' compensation, liability and umbrella insurance coverages, and shall be responsible for the actions of its own officers, employees or members.

10. Members of the Company are not to be considered employees, agents or servants of the City.

11. Firefighters employed by the City are not to be considered agents, servants or members of the Company. The City shall be responsible for all wages and benefits relating to its firefighters.

12. In the event the staffing, of the Bureau of Fire becomes less than thirty-three (33) firefighters, the Company shall have the right to terminate this Agreement upon thirty (30) days written notice. It is understood that if any vacancies occur that the City shall have a reasonable time to fill said vacancy in accordance with the collective bargaining agreement and civil service requirements.

13. This Agreement shall be for a term of twelve (12) months and shall extend for like terms unless either party upon sixty (60) days written notice elects not to renew this Agreement or any renewal thereof.

14. Either party shall have the right to terminate this Agreement upon sixty (60) days written notice.

15. City may place items of firefighting and rescue equipment in the station of the Company, provided that the City first identify such items on a list to be provided to the Company and approved by the Company. Upon termination of this Agreement the City shall remove any items from the Company's station within ten (10) days of termination.

16. This Agreement is subject to approval of the City Council of the City and the Board of Supervisors of the Township.

17. Company will pay all fuel costs and all routine maintenance arising out of the use of Company fire apparatus. Notwithstanding the above, upon demand of Company, City shall pay one-half of the cost to repair or to replace any apparatus engine, drive-train, pump, or any part thereof on Company apparatus used by the City.

18. Except as is specifically provided for under the terms of this Agreement, neither party shall have any duty or obligation to make any cash payment to the other arising out of this

Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Attest:

Marie L. Ellis
City Clerk

CITY OF WILLAMSPORT

By: Steven W. Cappel
Mayor

Mary Louisa Locking
Controller Deputy

OLD LYCOMING TOWNSHIP
VOLUNTEER FIRE COMPANY

Attest:

Jack

By: Eric S. Fraw