CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9840 **DATE** 9-19-24

TITLE

RESOLUTION AUTHORIZING AN INTERMUNICIPAL FIRE SERVICES AGREEMENT

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the Williamsport Bureau of Fire to enter into an Intermunicipal Fire Services Agreement with Old Lycoming Township, 1951 Green Avenue, Williamsport PA 17701 and Woodward Township Volunteer Fire Company, 4147 US-220, Linden, PA 17744 to provide joint fire protection services to the residents of Woodward Township.

HEREBY, the appropriate City Officials are hereby authorized to execute an Intermunicipal Fire Services Agreement between the City of Williamsport, Williamsport Bureau of Fire, Old Lycoming Township, Old Lycoming Township Volunteer Fire Company and Woodward Township Volunteer Fire Company and any documents necessary to accept the attached agreement.

Approved

Janice M. Frank
City Clerk

President

INTERMUNICIPAL FIRE SERVICES AGREEMENT

THIS INTERMUNICIPAL FIRE SERVICES AGREEMENT ("Agreement") is made on this ____ day of _____ 2024, by and between:

CITY OF WILLIAMSPORT, a political subdivision of the Commonwealth of Pennsylvania, located at 100 West Third Street, Williamsport, Pennsylvania 17701 (referred to as the "City"),

TOWNSHIP OF OLD LYCOMING, a political subdivision of the Commonwealth of Pennsylvania, located at 1951 Green Avenue, Williamsport, Pennsylvania 17701 (referred to as "Old Lycoming"),

WOODWARD TOWNSHIP VOLUNTEER FIRE COMPANY, a chartered volunteer fire company protecting Woodward and Anthony Townships, located at 4147 US-220, Linden, PA 17744 (referred to as "Station 2"),

And their respective fire departments; WILLIAMSPORT BUREAU OF FIRE (the "WBF"), and OLD LYCOMING TOWNSHIP VOLUNTEER FIRE COMPANY ("Station 14").

WHEREAS, in 1999, the City, WBF, Old Lycoming, and Station 14 entered into an Intergovernmental Cooperation Agreement to provide joint fire protection services to the residents of the City and Old Lycoming Township; and

WHEREAS, two firefighters from the WBF staff a Class A Pumper ("Engine 14-1"), fully owned by Station 14, and a Platoon Officer from Fire Headquarters will respond, maintaining a minimum firefighting team of three; and

WHEREAS, Engine 14-1 operates out of Station 14, staffed 24/7 and responds to calls in the City and Old Lycoming Township; and

WHEREAS, Station 2 wishes for Engine 14-1 to be added to their working boxes and to be available upon request for other incidents; and

WHEREAS, Station 2 will also include a Tanker or Squad 14 in their assignments alongside Engine 14-1.

NOW THEREFORE, intending to be legally bound, all parties agree as follows:

1. **Service Fee:** Station 2 agree to pay a per-call fee of $600. This fee covers personnel backfill costs for the WBF ($450) and apparatus costs for Station 14 ($150). The fee and agreement terms are subject to annual review and change, contingent on the approval of all parties.
    a. For incidents extending beyond three hours where Engine 14-1 is committed, an additional fee of $200 per hour will be applied.
    b. Larger scale incidents may accrue additional charges to cover supply costs (e.g., firefighter foam, absorbent, etc.).
    c. If an incident is found not to be a working incident and the WBF Engine is recalled, no fee will be assessed to Station 2.

2. **Termination Rights:** Any party may terminate this Agreement upon thirty-days written notice.

    a. If Station 2 terminate this Agreement and subsequently requests assistance from Engine 1 or 14-1, a fee of $1,000 for the first three hours will be charged. If the incident extends beyond three hours where Engine 14-1 is committed, an additional fee of $400 per hour will be applied.

    b. Larger scale incidents may accrue additional charges to cover supply costs (e.g., firefighter foam, absorbent, etc.).

3. **Command Structure:** All responders shall adhere to the established Incident Command Structure (ICS), led by the ranking fire officer of the municipality where the incident occurs. In the absence of a local fire officer, the first automatic-aid officer on the scene will assume command.

4. **Insurance and Liability:** Each party shall maintain their own insurance policies, including but not limited to workers compensation, liability, and umbrella insurance coverages. Each party shall be responsible for the actions of its own officers, employees, or members.

5. **Indemnification:** Each party agrees to indemnify, defend, and hold harmless the other parties from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act, omission or error of the indemnifying party or any of its employees, which results in harm to person or property.

6. **Approval:** This agreement is subject to the approval of the City Council of the City of Williamsport, the City Fire Administration, the Board of Supervisors of Old Lycoming Township, representatives of Old Lycoming Twp Volunteer Fire Company, and representatives of Woodward Township Volunteer Fire Company. Any changes to this Agreement also require approval from these entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

<SIGNATURES ON NEXT PAGE>

Derek Slaughter

Signature of Authorized Official, City **Date**

Name: Derek Slaughter

Title: Mayor

Signature of Authorized Official, WBF **Date**

Name: Sam Aungst

Title: Fire Chief

Signature of Authorized Official, Old Lycoming Twp **Date**

Name: David W. Shirn

Title: Chairman, Board of Supervisors

Signature of Authorized Official, Station 14 **Date**

Name: Timothy Shumbat

Title: President

Signature of Authorized Official, Station 2 **Date**

Name:

Title:

Margaret A. Lackey
Controller

Joanne Frenk
City Clerk