CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9970 **DATE** 11-6-25

TITLE

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL 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 the Borough of South Williamsport, 545 E Central Ave, South Williamsport, PA 17702 and South Williamsport Fire Department, **573** Hastings St, South Williamsport, PA 17702 to provide added fire, rescue, & QRS services to the residents of Borough of South Williamsport.

HEREBY, the appropriate City Officials are hereby authorized to execute an Intergovernmental Fire Services Agreement between the City of Williamsport, Williamsport Bureau of Fire, South Williamsport Borough, and South Williamsport Fire Department and any documents necessary to accept the attached agreement.

Approved

City Clerk

President

INTERGOVERNMENTAL FIRE SERVICES AGREEMENT

This **Intergovernmental Fire Services Agreement** (this "Agreement") is made and entered into this 6th Day of November, 2025, by and between;

The **City of Williamsport** (the "City"), a Pennsylvania City of the Third Class with offices at 100 West Third Street, Williamsport, Lycoming County, Pennsylvania; and

The **Borough of South Williamsport** (the "Borough") (collectively the "Parties"), a Borough organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 329 West Southern Avenue, South Williamsport, Lycoming County, Pennsylvania; and

South Williamsport Fire Department ("SWFD") (collectively the "Parties"), a Pennsylvania non-profit corporation, with offices at 573 Hastings Street, South Williamsport, Lycoming County, Pennsylvania.

RECITALS

WHEREAS, the City maintains a full-time professional fire department, which operates primarily within the jurisdictional limits of the City and Old Lycoming Township; and

WHEREAS, pursuant to the Borough Code, the Borough has the authority to enter into contracts for mutual aid or assistance in fire protection and to make appropriations therefor; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act of 1996, 53 Pa.C.S. § 2301-2317, municipalities may enter into agreements with other municipalities and government agencies to perform governmental powers and duties upon the passage of an ordinance or resolution by the governing body; and

WHEREAS, the Borough desires to have the City provide paid fire services within the jurisdictional limits of the Borough, in coordination and cooperation with SWFD, to supplement the Borough's volunteer fire service, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the City and the Borough, intending to be legally bound, agree as follows:

1. **Term of Agreement and Early Termination.**

   a. Term of Agreement. The term of this Agreement shall begin on November 15, 2025, and shall continue in effect until December 31, 2030.

   b. Auto Renewal. This Agreement shall automatically renew for one-year terms after the initial term ending on December 31, 2030, unless either party, upon thirty (30) days written notice, elects not to renew this Agreement.

c. Early Termination for Cause. Either party may terminate this agreement upon a breach of any material term of this Agreement or for the non-payment of funds as agreed to in this Agreement. Prior to a termination for cause, a notice to cure, setting forth the nature of the breach shall be delivered to the Party alleged to be in breach. Such Party shall have an opportunity to respond and cure the alleged breach. From the date of the notice, the breaching Party shall have thirty (30) days to cure any material breach or ten (10) days to cure any breach for the non-payment of funds. If the breach is not cured within the aforementioned time periods, the non-breaching party may then terminate this Agreement for cause.

d. Early Termination Without Cause. Either Party may terminate this Agreement for any reason, by providing a minimum of ninety (90) days written notice to the other Party.

e. Consideration Payable in the Event of a Termination. If this Agreement is terminated in accordance with any provision contained in this Section, all amounts remaining due or amounts paid will be prorated on a daily basis and attributed to the Parties based on the termination date.

2. Consideration.

a. Initial Payment. Within thirty (30) days of the signing this Agreement, the Borough shall pay to the City a one-time amount of $22,150 to provide Fire Services (as defined in Section 3) from November 15, 2025, through December 31, 2025.

b. Annual Amount Due. Beginning January 1, 2026, and continuing through the termination of this Agreement, the Borough shall pay the City an Annual Amount Due for Fire Services. This amount shall be paid in equal monthly installments, due on the first day of each calendar month for which Fire Services are to be provided.

i. The Annual Amount Due for each calendar year shall be:

a. $186,060 for calendar year 2026;
b. $195,363 for calendar year 2027;
c. $205,131 for calendar year 2028;
d. $215,388 for calendar year 2029; and
e. $226,157 for calendar year 2030.

ii. For each calendar year after 2030, the Annual Amount Due shall increase by five percent (5%) annually.

3. **Scope of Fire Services.**

a. Fire Services. The City, to the extent that it is able, shall furnish to the Borough, fire rescue, quick response service ("QRS"), fire investigation, and certain community risk reduction services within the jurisdictional limits of the Borough. All services will be in coordination and cooperation with the SWFD.

b. Box Cards. The Borough's Box Card shall be changed to reflect Station 1 (City) and Station 5 (SWFD) being the joint first response in the Borough.

c. Stationing of City Firefighters. The City will primarily respond to Borough alarms from Fire Headquarters (Station 1). However, the City agrees that whenever a day shift platoon is fully staffed, with no absences, the City shall call in one additional firefighter, if needed, to obtain a nine firefighter complement for that day shift platoon, and the City shall then station two of the nine firefighters from that day shift platoon in quarters at Station 5 (SWFD) to respond any alarms in a Station 5 owned apparatus.

i. When City firefighters are quartered at Station 5 (SWFD), in accordance with this Section, those firefighters shall be available to respond to alarms within the Borough, the City, or elsewhere as needed.

ii. City firefighters quartered at Station 5 (SWFD), in accordance with this Section, shall remain primarily stationed at Station 5 (SWFD) for the entirety of the platoon day shift. Certain administrative duties, training, and preparation duties of these firefighters may still occur at Fire Headquarters. The current day shift begins at 8:00am and ends at 6:00pm. These times are subject to change and shall remain consistent with the City's Fire Department hours and duty staffing schedule.

iii. When City firefighters are quartered at Station 5 (SWFD), the City may respond to any calls for Ladder 5 or Squad 5 for service outside of the Borough's jurisdictional limits, upon mutual agreement of SWFD and the City.

iv. City firefighters are always under the direct supervision of City officers. When responding to alarms within the Borough, City firefighters shall be under the command of City Officers or the Incident Commander.

d. Fire Investigation Services. The City shall provide fire investigation services to the Borough for fires occurring within the jurisdictional limits of the Borough

e. Additional Services Not Covered by this Agreement. Nothing in this Section shall prohibit the City and the Borough from agreeing, by separate contract, to provide additional services not covered under this Agreement. Such

other services not provided under this Agreement include, but are not limited to, special event coverage and fire investigation.

i. Additional services may be purchased, upon mutual agreement of the Parties, at their sole discretion, in accordance with the fees listed in Part 15 (Fire Prevention Code), Article 1521 (Fee Schedule), of the City of Williamsport Codified Ordinances.

f. Borough Council and Public Safety Meetings. A representative of the City's Fire Department shall attend the Borough Council and Borough Public Safety meetings, when available, as requested by the Borough.

g. Services Listed in Appendix A. The Scope of Services provided under this Section is illustrated in Appendix A of this Agreement. Nothing listed in Appendix A is intended to alter the terms of this Agreement.

4. Insurance and Liability.

a. Liability and Insurance for City Employee's and City Equipment. Insurance coverage and liability for City employees and City equipment, when used by City employees, under this Agreement shall be the sole responsibility of the City.

b. Immunity of Parties. Nothing in this Agreement shall affect the immunity of the Parties as established under the laws of this Commonwealth.

c. Indemnification. The Parties mutually agree to indemnify, defend and hold the other harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, or resulting from the other's performance under, this Agreement.

5. Annual Review of Agreement. The City of Williamsport shall conduct an annual review of the costs and services provided under this Agreement at a regularly scheduled City Public Safety Committee Meeting. SWFD and the Borough shall each send a representative familiar with this Agreement, and the services provided hereunder, to participate in this annual review.

6. City Firefighters. Firefighters employed by the City shall not be considered agents, servants, or members of the Borough or of the SWFD. The City shall be responsible for all wages, benefits, and workers compensation relating to City firefighters.

7. Notices. Notice required or permitted under this Agreement shall be made in writing and delivered via personal delivery or by certified or registered mail and notice is deemed given upon delivery. Other forms of delivery may be substituted upon consent and verification of delivery by the Party to which the notice is addressed.

8. Choice of Law and Jurisdiction. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania and jurisdiction for any dispute arising hereunder shall be exclusively brought in the Court of Common Pleas of Lycoming County, Pennsylvania. The Parties may, by mutual agreement, chose to mediate any disputes arising hereunder with the fees and expenses of the mediator being shared equally by the parties.

9. Entire Agreement. This document contains the entire agreement made between the City and the Borough covered by this Agreement. This Agreement may not be amended, altered, revoked, waived, or clarified orally or by any action other than by a writing signed by all Parties.

10. Severability. If any sentence, clause, section, or part of this Agreement is for any reason found to be unconstitutional, illegal, or invalid, such provisions shall not affect any of the remaining sections of this Agreement. It is hereby declared as the intent of the Parties that this Agreement would have been adopted had such provision not been included herein. To the extent that any provision of the Agreement is inconsistent with the requirements of the Borough Code, Third Class City Code, or Optional Third Class City Code, the requirements of the Code shall control and this Agreement shall be interpreted to be consistent with the requirements of the Code.

11. Assignability. This Agreement may not be assigned without the written consent of the Parties.

12. Counterparts. This Agreement may be executed in several counterparts (including by facsimile or scanned documents), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

13. Management Authority. The proper officials of the City and Borough are hereby authorized to execute all documents that may be necessary to accomplish the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have made and executed this Agreement to be effective as of November 15, 2025.

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CITY OF WILLIAMSPORT:

Derek Slaughter, Mayor

ATTEST:

Margaret Woodring, Controller

Janice Frank, City Clerk

THE BOROUGH OF SOUTH WILLIAMSPORT:

Dave Geise, Council President

Marlin Angelo, Mayor

Steven Cappelli, Borough Manager

SOUTH WILLIAMSPORT FIRE DEPARTMENT:

Phil Hurne, President

Jeffrey Trammell, Fire Chief

APPENDIX A

List of Fire Services Covered and Not Covered by This Agreement.

	YES	LIMITED	NO
Full Response from WBF			
- Immediate Response (24/7/365)	X		
- SW Unit + HQ Units	X		
- Callbacks	X		
Emergency Management			
- Little League		X	
- Mummer's Day Parade		X	
Fire Prevention			
- Daycares & Schools		X	
- Community Events		X	
- Pre-Planning	X		
- Knox Box Program Management	X		
Public Education			
- Extinguisher Training	X		
- Safety Discussions for Organizations	X		
- Juvenile Firesetter	X		
- Community Risk Reduction		X	
Fire Inspections			
- Multi-Family Residential Buildings			X
- Commercial Properties			X
Fire Investigations			
- Origin & Cause by Certified Fire Investigator	X		
- Collaborate with Other Agencies	X		
- Collaborate with Insurance Companies	X		
- Court Testimony	X		
Department Management			
- Full-Time Administrative Aide			X
- Incident Reporting		X	
- Personnel Management			X
- Training Record Keeping			X
- Department Health & Safety			X
- Strategic Planning & Needs Assessment		X	
- Budgeting			X
- SOGs & Policies		X	
- ISO Rating Improvement		X	
- Grants		X	
- Foster Working Relationship with Police & Codes	X		
- Organizational Representation	X		
- Project Lifesaver	X		

**"Limited" Services are provided at the discretion of the City and/or upon the payment of additional fees by the Borough.*