

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9159

DATE 5-27-21

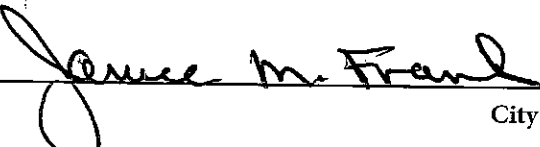
TITLE

RESOLUTION AUTHORIZING AN AMENDMENT TO AGREEMENT BETWEEN LYCOMING COUNTY AND THE CITY OF WILLIAMSPORT

WHEREAS the County of Lycoming is designing and implementing a new County-wide radio system, which will include the Williamsport Bureau of Police dispatch as part of the simulcast radio network, and,


WHEREAS, to effectuate this buildout, the County of Lycoming requires a letter of concurrence for three frequencies licensed to the City of Williamsport: 154.3175, 151.0925, and 159.195 MHz, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Mayor and City Controller are directed and authorized to execute the attached addendum to agreement and letter of concurrence for license WPSF696.



City Clerk

Approved



President

ADDENDUM TO AGREEMENT

AND NOW this day of , 20 (“Effective Date”), the following Addendum to Agreement (“Addendum”) is entered into by and between the County of Lycoming, hereinafter referred to as “County,” and the City of Williamsport, hereinafter referred to as “Contractant” or “City.”

– Background –

WHEREAS, on or about January 4, 1979, the County and the City entered into an Agreement regarding the furnishing of Police Dispatch Service to the City as Contractant;

WHEREAS, as true and correct copy of the January 4, 1979 Agreement is attached hereto as Exhibit “A” and is incorporated herein by reference as though fully set forth herein (“Agreement”);

WHEREAS, the County and the City desire to amend the terms of the Agreement as set forth hereinbelow with all other terms and conditions of the Agreement not modified hereinbelow remaining in full force and effect; and,

WHEREAS, this Addendum shall be effective as of the Effective Date.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the terms and conditions set forth herein, the parties hereto agree as follows:

1. The City will provide a letter of concurrence to the County for FCC frequencies 154.3175, 151.0925, and 159.195 MHz. A sample of the letter is attached to this agreement as “Exhibit B”.
2. The County will provide a letter of concurrence to the City for FCC frequencies 154.980 and 159.195 MHz.
3. The City will allow their licenses on frequencies 154.3175 and 151.0925 to expire in order for County to become sole licensee.
4. The County and City will remain co-licensed on frequencies 154.980 and 159.195 with said frequency set being utilized within the new radio system as the primary dispatch channel for the Williamsport Bureau of Police and Pennsylvania College of Technology Police Department. These frequencies will be designed as county-wide simulcast.
5. The County will license these frequencies as FB2 and license 2000 “units” on the system.
6. The City will continued to be able to license subscribers and control stations on the system.

7. Should the County radio system be upgraded in the future to a newer technology, the Williamsport Bureau of Police and the Pennsylvania College of Technology Police Department City will continue to have a separate and distinct dispatch talk group or channel. The County will provide the City with two (2) years advanced written notice of the transition ("transition date") caused by a newer technology to allow for the City to secure funding for compatible subscriber units. The City may request, and the County must honor, a two-year extension on the transition date, allowing the City a total of four (4) years to plan and implement upgrades to subscriber units. A request by the City for an extension on the transition date will in no way supersede the 120-day cancellation provision established in item 10 of the original Agreement.

8. The Williamsport Bureau of Police may authorize any city department to utilize WBP1 in the event of an emergency, by internal department agreement, with written consent between said department and both the Williamsport Bureau of Police, Chief and the IT/Communications Coordinator of the City of Williamsport. The City of Williamsport will notify the County of Lycoming in writing within thirty (30) days of any new users.

9. Any dispatch procedure modifications resulting from the implementation of the new radio system will be addressed through the Lycoming County Law Enforcement Association (LEA) Communications Committee.

10. Any other terms and conditions of the Agreement not modified hereby shall remain in full force and effect with the terms and conditions of this Addendum taking precedence and controlling over any conflicting terms in the Agreement.

11. All notices, request, or communications hereunder shall be in writing and sent via U.S. registered or certified mail with return receipt requested as follows:

If to the County:

Lycoming County Department of Public Safety
Communications Manager
542 County Farm Road, Suite 101
Montoursville, PA 17754

If to the City:

12. This Addendum shall be construed under the laws of the Commonwealth of Pennsylvania.

13. Exclusive jurisdiction for any dispute arising under this Addendum shall be within the Court of Common Pleas of Lycoming County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the date first appearing above.

ATTEST:

COUNTY:

ATTEST:

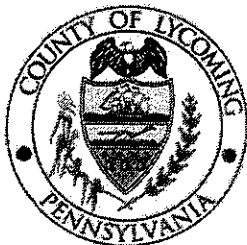
CITY:

James M. Friend
City Clerk

Dick Slaughter
Mayor
Margaret J. Hoodring
Controller

city clerk

EXHIBIT A



**LYCOMING COUNTY
DEPARTMENT OF PUBLIC SAFETY**

542 County Farm Road, Suite 101
Montoursville, Pa 17754-9621

(570) 433-4461
(570) 329-4061
Fax: (570) 433-4435
www.lyco.org

Jeffrey L. Hutchins
Director

Beth A. Baylor, Manager
9-1-1 Communications

Kelle B. Robinson, Manager
Emergency Management Agency

Wendy S. Hastings, Program Manager
*Lycoming, Tioga, & Sullivan
Emergency Medical Services*

Darla G. Krotzer
Chief Emergency Preparedness Planner

Date: April 9, 2021

To: Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Subject: Letter of Concurrence

To Whom it May Concern:

The County of Lycoming, Pennsylvania currently holds valid FCC "Radio Station Authorization" that includes the frequencies of 154.980 and 159.195 MHz.

Please be advised that we have no objection to the City of Williamsport, Pennsylvania securing a license on the same frequency as part of a proposed county-wide communications system.

Respectfully,

A handwritten signature in cursive script that reads "Beth A. Baylor".

Beth A. Baylor
Communications Manager

Retype the document below on your municipal letter head.

RETURN document to

Lycoming County Department of Public Safety
Beth A. Baylor, Communications Manager
542 County Farm Road, Suite 101
Montoursville, PA 17754

We must attach other documentation to this letter before sending to FCC.

Please DO NOT RETURN to the FCC

Date: month / day / year

To: Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Subject: Letter of Concurrence

To whom it may concern:

The City of Williamsport, Pennsylvania currently holds a valid FCC "Radio Station Authorization" WPSF696 that includes the frequencies of 154.3175, 151.0925, and 159.195 MHz.

Please be advised that we have no objection to Lycoming County, Pennsylvania securing a license on the same frequency as part of a proposed county-wide communications system.

Respectfully,

Title and sign

WMSPT / COUNTY
POLICE

A G R E E M E N T

This Agreement made this 4th day of January, 1979
by and between the County of Lycoming, hereinafter referred to as "County,"
and the City of Williamsport, hereinafter referred to as "Contractant,"

W I T N E S S E T H:

WHEREAS, the County of Lycoming operates the Lycoming County
Communications Center, which includes a Police Radio Network, and the
Contractant is desirous of obtaining the services of and becoming a part of
said network on the terms and conditions as hereinafter set forth, the
Contractant herewith enters into this Agreement pursuant to and in recognition
of provisions of the Rules and Regulations of the Federal Communications
Commission governing such communications agreements.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. The purpose of this Agreement is to provide for the furnishing
of Police Dispatching Service to Contractant jointly with other municipalities
by the Lycoming County Department of Emergency Services.
2. The agency to administer on behalf of the County shall be the
Department of Emergency Services, which shall possess the powers specified
herein and in Volume V, Part 89 Rules and Regulations, Federal Communications
Commission, and shall exercise same pursuant to law.
3. Contractant shall provide and operate such mobile and portable
radios as deemed necessary to efficient law enforcement activities of the
Contractant and provide authorized and competent personnel to operate such
equipment. In addition, each contract will purchase one (1) one-way radio
pager based on specifications to be provided by the County for use by the

department to ensure continuous, 24 hours per day, 7 days per week, access by the County. Additional pagers may be, and are encouraged to be purchased for other police officers by their respective departments for similar reasons.

The type and kind of radio equipment used by the Contractant shall be a type approved by the FCC and compatible with radio equipment in use by the County.

4. The County, through the Department of Emergency Services, solely and exclusively, shall select the equipment for, provide, maintain, operate and manage the Communications Center in order to provide the services specified in this Agreement.

5. The County, through the Department of Emergency Services, shall supply Contractant with twenty-four (24) hours per day, seven (7) days per week telephone answering and dispatching service to include, but not limited to obtaining information from complainants with law enforcement problems and passing this information to the Contractant. County will also provide liaison between Contractant and other police communications systems, with the County Coroner, ambulances, fire departments, District Magistrates and other agencies as deemed necessary. The County will maintain and provide to the Contractant such records and forms as County may deem advisable or proper or required by law.

6. The Contractant shall conform to such standards, in radio equipment and operation, as stated in a police communications manual provided by the Department of Emergency Services, the Federal Communications Commission and other lawful agencies. The Contractant certifies that his radio equipment will be used only for those transmissions relative to law enforcement activities and that upon termination of this Agreement, the radio will not be operated for any reason on any frequency under license to the County other than emergency mutual aid police activities.

The Contractant agrees that the operation of its radio equipment on frequencies licensed solely to the County is under exclusive control of the County as stipulated in Paragraph 89.13, Part 89, Volume V, Rules and Regulations, Federal Communications Commission.

The Contractant agrees to ensure that his radio equipment undergoes frequency checks at such intervals as may be designated by the FCC and further agrees to furnish County a copy of the Service Report when each frequency check is made.

7. The Contractant shall limit access to information received through the County Communications Center to criminal justice and law enforcement agency personnel who will assume responsibility for the legitimate criminal justice and law enforcement use of the information.

8. Contractant is responsible for all costs of procurement, installation and maintenance of its mobile and portable radio equipment. County will provide all services set forth in paragraph 5 hereof, or which may be provided in the future on a County-wide basis at no cost to the Contractant. Any special services and/or equipment desired by the Contractant, but not furnished as a County-wide service by the County, may be provided as mutually agreed upon with Contractant assuming responsibility for the cost.

9. Contractant agrees to indemnify and save harmless the County, its officers and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liability for damages by reason of or arising out of any false arrest or imprisonment, or any other cause of action whatsoever, and against any loss, cost, expense and damages resulting therefrom, arising out of or involving any negligence on the part of the Contractant in the exercise or enjoyment of this Agreement.

10. The term of this Agreement shall be indefinite and continuing provided, however, that either party to this Agreement may cancel it by giving one-hundred and twenty (120) days notice in writing to the other party of its intent to do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers or representatives the day and year first above written.

COUNTY OF LYCOMING:

By *Robert W. Beiter*
Robert W. Beiter, Chairman
Lycoming County Commissioners

ATTEST:

James E. Montague
James E. Montague, Chief Clerk
Lycoming County Commissioners

Paul K. Bloom
Paul K. Bloom
Lycoming County Commissioners

Henry F. Frey
Henry F. Frey
Lycoming County Commissioners

John E. Rupert, Director
Department of Emergency Services

CITY OF WILLIAMSPORT:

By *Daniel P. Kirby*
Daniel P. Kirby, Mayor

ATTEST:

Eida C. Pagana
Eida C. Pagana, Clerk
City of Williamsport

Charles M. Pagana
Charles M. Pagana, President
Williamsport City Council

Charles V. Mahaffey
Charles V. Mahaffey, Chief
Bureau of Police

John M. McDermott
John M. McDermott, Director
Department of Public Safety

William J. Strouse
William J. Strouse, Controller