

**MEMORANDUM OF UNDERSTANDING BETWEEN THE RAPID CITY
DEPARTMENT OF FIRE & EMERGENCY SERVICES AND RAPID CITY
REGIONAL AIRPORT BOARD RELATING TO THE PROVISION OF AIRPORT
RESCUE AND FIREFIGHTING SERVICES**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the **RAPID CITY DEPARTMENT OF FIRE & EMERGENCY SERVICES**, hereinafter referred to as the “RCFD,” of 10 Main Street, Rapid City, SD 57701, and **RAPID CITY REGIONAL AIRPORT**, hereinafter referred to as the “Airport,” of 4550 Terminal Road, Rapid City, SD 57703.

WHEREAS, the City operates and manages Rapid City Regional Airport (RAP); and

WHEREAS, the Federal Aviation Administration (FAA) establishes requirements for facilities, equipment, personnel, training, records, and response actions for Aircraft Rescue and Firefighting (ARFF) services at RAP; and

WHEREAS, the Airport is responsible for ensuring FAA requirements are met for ARFF services at RAP; and

WHEREAS, the Airport provides and maintains the facilities and equipment to meet FAA requirements for ARFF services at RAP; and

WHEREAS, the RCFD currently provides personnel, training, and records to meet FAA requirements for ARFF services at RAP; and

WHEREAS, the parties desire to enter into this MOU to reduce their mutual agreements to writing to ensure the safety of the traveling public and compliance with regulatory requirements associated with ARFF services at RAP.

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Recitals. The recitals set forth above constitute an integral part of this MOU and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. Purpose. The purpose of this MOU is to set forth the manner in which ARFF services will be provided to the Airport by the RCFD and to describe the obligations of each party.
3. Term. This MOU shall have an initial term beginning on the date of execution by the Mayor and ending on December 31, 2019. It shall be automatically renewed for successive two-year terms unless either party gives notice of non-renewal to the other party prior to August 1 of the second year of the then-current term.

4. Employment of Firefighters. The City shall employ the firefighters assigned to ARFF duties. No firefighters shall be considered employees of the Airport.
5. Management of ARFF Firefighters. The firefighters assigned to ARFF duties shall be under the management of the Fire Chief. The Fire Chief shall retain all of the usual and customary management functions and prerogatives.
6. ARFF Firefighter Qualifications. As a minimum, all ARFF Firefighters must successfully complete and maintain the following as a minimum prior to being assigned to ARFF duty:
 - a. Demonstrated ability to perform all ARFF duties as required by the FAA and this MOU
 - b. EMT qualification
 - c. FBI/TSA background check
 - d. FAA mandated ARFF firefighting course
 - e. All FAA Part 139 ARFF training
 - f. Movement Area Drivers Training
 - g. Secure Identification Display Area (SIDA) training
7. Selection of ARFF Firefighters. RCFD shall select up to fifteen (15) firefighters for ARFF duty. The Airport Executive Director (AED), or his designee, shall be briefed on the RCFD's selection process for firefighters assigned to the Airport. The AED shall have the opportunity to review applicants for ARFF firefighters and may make comments or recommendations regarding the applicants. The Fire Chief shall give due consideration to the comments and recommendations of the AED before assigning personnel to the Airport. The ultimate decision for selection of firefighters for ARFF assignment shall rest in the discretion of the Fire Chief.
8. ARFF Firefighter Duties. ARFF firefighters shall train, prepare, maintain records, and respond to airport emergencies in compliance with all applicable federal, state, and local regulations including but not limited to 49 CFR Part 139, *Airport Certification*, 49 CFR Part 1542, *Airport Security*, the *Airport Certification Manual* and *Airport Emergency Plan*. The AED, or his designee, shall have the authority to assign firefighters duties and responsibilities necessary to meet all associated ARFF regulatory requirements. In addition, the AED, or his designee, shall have the authority to assign additional tasks and responsibilities limited to the list attached hereto as Exhibit A, which is incorporated herein as if fully set forth. This list of tasks is subject to amendment and revision by agreement of the Fire Chief and the AED. Upon such revision, both shall sign the revised list and an updated copy shall be attached hereto.
9. ARFF Facilities and Equipment. RAP shall, at its expense, provide all ARFF facilities and equipment in accordance with all applicable federal, state, and local regulations including but not limited to 49 CFR Part 139, *Airport Certification*, 49 CFR Part 1542, *Airport Security*, the *Airport Certification Manual* and *Airport Emergency Plan*. RAP shall provide major maintenance, repair, and/or replacement

of ARFF facilities and/or equipment. Firefighters shall provide cleaning, lawn care, snow removal, and minor maintenance of the ARFF facilities and provide cleaning, minor maintenance and repair, evaluation, testing, and maintain records of ARFF equipment.

10. ARFF Crew and Duty Periods. The FAA's minimum regulations on staffing currently require only one firefighter be assigned to ARFF duties at the Airport. The Airport currently exceeds the minimum standards and staffs two qualified firefighters to perform ARFF duties twenty-four hours a day seven days a week. The parties intend to keep that staffing level over the term of this Agreement. If the minimum FAA staffing requirements increase, the RCFD shall assign the number of qualified firefighters to duty periods necessary to meet the then-current FAA requirements. Additional firefighters and/or duty periods in excess of FAA requirements or the current staffing will only be scheduled by agreement between the parties. In order to maximize the use of firefighters performing ARFF duties and increase the overall efficiency and safety of the Airport, the RCFD agrees that the firefighters assigned to ARFF duties will perform the additional duties listed in Exhibit A. So long as such duties do not unduly interfere with their emergency response capabilities, the firefighters on each twenty-four hour shift shall provide a total of eight (8) man-hours per day of work performing additional duties as listed in Exhibit A. The intent of the parties is that the firefighters be used to assist the regular employees of the Airport who normally perform the functions identified in Exhibit A. Unless it is an emergency situation, the firefighters will not be used to perform these functions for an entire shift in lieu of a regularly scheduled Airport employee. In the case of an emergency which necessitates the use of the firefighters assigned to ARFF duties to provide more than the assistance contemplated in performing these tasks, the AED will notify the Fire Chief. The firefighters will keep a log of the duties they have performed to facilitate review of their performance with this provision and allow the tracking of time spent on additional duties.

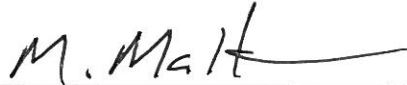
11. Performance Reviews, Disciplinary Actions, and Dismissal of Firefighters from ARFF Duties. The RCFD shall perform annual performance reviews of firefighters assigned to ARFF duties at the Airport. Prior to preparing the employee's annual review, the RCFD shall solicit input from the Airport regarding the employee's performance while carrying out ARFF duties and assigned tasks. When preparing an employee's annual evaluation, the RCFD will give due consideration to any input from the Airport regarding the employee's performance. The Fire Chief and AED shall work cooperatively and in accordance with City policy to investigate any alleged offenses and/or wrongful actions by ARFF firefighters. If warranted, RCFD and/or City Human Resources Office shall initiate any required disciplinary actions. The Airport may request at any time that a firefighter assigned to ARFF duties be reassigned. The Fire Chief shall give appropriate consideration to such requests and work with the AED to resolve any issues that resulted in such a request. The Fire Chief shall retain the final decision on any discipline for firefighters assigned ARFF duties including dismissal, reassignment or transfer out of their current duties.

12. Financial Contribution by the Airport. The Airport shall be responsible for the costs of RCFD's provision of ARFF firefighters pursuant to this Agreement and FAA requirements as referenced in the FAA's December 23, 2014, letter attached and incorporated herein as Exhibit B. Those costs shall include the following: wages and benefits for two (2) fulltime firefighters, twenty-four (24) hours per day, three hundred sixty five (365) days per year. The Airport is not responsible for paying for wages and/or benefits for additional firefighters and/or duty periods in excess of this Agreement except by agreement for additional services. Overtime shall only be paid for ARFF training, snow events, airport emergencies, and manpower shortages directly related to ARFF personnel. On a quarterly basis, the RCFD shall submit to the airport a report detailing actual firefighter wages and benefits for each completed ARFF shift. A reconciliation will be performed annually by the parties to verify payments for firefighting services are only for airport purposes and that any time spent on non-airport firefighting assignments are credited back to the Airport as per the FAA requirements in Exhibit B.
13. Travel and Training Expenses. The Airport agrees to pay for the costs of travel and training necessary to certify firefighters for ARFF duty. If the Airport pays for ARFF certification for a firefighter, it is expected that the firefighter will remain available for ARFF duty for a minimum of three (3) years. If the firefighter is reassigned by the RCFD, whether due to promotion or other reasons, prior to three years following certification, the RCFD shall be responsible for the costs of training a replacement. This provision does not apply to firefighters reassigned at the request of the AED or those firefighters who separate from employment with the City.
14. Amendments. With the exception of revisions to Exhibit A as referenced in paragraph 6, this MOU may only be amended by a written document executed by all parties.
15. Conflicts and Precedence. This MOU shall conform to the then-current agreement between the City and the bargaining unit of the RCFD firefighters. In case of conflict, the union contract shall supersede any provision of this MOU. This MOU and the union contract shall in all respects conform to the then-current federal, state, local, and FAA regulatory requirements. In the case of conflict, federal, state local, and FAA regulatory requirements supersede any provisions of this MOU and/or union contract.
16. Counterparts. This MOU may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one MOU
17. Headings. The headings and numbering of the different paragraphs of this MOU are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.

18. Entire Agreement. This MOU constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.

Dated this 27 day of January, 2015.

RAPID CITY FIRE DEPT.

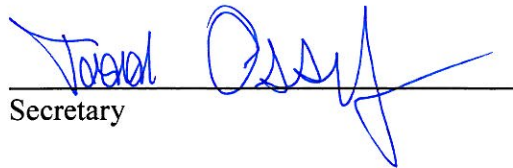


Mike Maltaverne, Fire Chief

RAPID CITY REGIONAL AIRPORT BOARD

By  _____
President

ATTEST



Secretary

EXHIBIT A
Additional Duties and Personnel

The AED, or his designee, can assign the following additional duties to firefighters on a non-interference basis with ARFF duties:

- Assist with Airport Emergency Plan (AEP)
 - Participate and conduct emergency exercise planning, briefings, and execution
 - Participate in review and update of AEP
 - Conduct AEP training
 - Complete necessary AEP documentation
 - Assist airport personnel with airport closure and reopening procedures
- Assist with FAA Part 139 fire safety requirements
 - Conduct fire safety inspections of facilities, equipment, extinguishers, and hydrants
 - Conduct fire safety training
 - Complete and maintain necessary documentation
- Assist with Airport Self-Inspection Program procedures
 - Conduct airfield inspections
 - Issue NOTAMs
 - Conduct airfield safety patrols
 - Complete necessary Airport Self-Inspection documentation
- Assist with airport Snow and Ice Control Plan (SICP)
 - Monitor airfield conditions and notify AED of snow and/or ice event
 - Assist with snow and/or ice event notifications
 - Issue NOTAMs and Airfield Condition Reports
 - Take NWS snow measurements and complete required paperwork
- Assist with Hazardous Wildlife Mitigation Plan procedures
 - Conduct hazardous wildlife patrols, hazing, and depredation
 - Complete necessary hazardous wildlife action documentation
- Assist with airfield drivers training and monitoring
 - Conduct airfield movement and non-movement area drivers training
 - Conduct airfield drivers compliance checks
 - Complete necessary airfield drivers training action documentation
- Assist with Airport Security Plan (ASP) compliance requirements
 - Conduct airport security patrols
 - Respond to airfield security emergencies
 - Monitor exit lane when electronic monitoring is not available
 - Perform vehicle searches for improvised explosive devices and TSA prohibited items
 - Assist with vehicle and personnel escort duties
 - Complete necessary ASP actions documentation
- Assist with general airport operations
 - Conduct fire safety and life-saving training
 - Conduct airport fire safety inspections

The FAA currently requires RAP to have one ARFF qualified firefighter on duty during air carrier operations (generally 6AM – 10PM). It is agreed, RCFD will assign two (2) firefighters to the ARFF to cover each 24-hour duty period. A two (2) firefighter crew is one (1) firefighter in excess of current FAA requirements. Therefore, firefighters shall provide eight (8) man-hours of work per day of additional duties from the list above.

EXHIBIT B



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Great Lakes Region
2300 E. Devon Avenue
Des Plaines, Illinois 60018

December 23, 2014

Mayor Sam Kooiker
Rapid City
300 6th Street
Rapid City, SD 57701

Honorable Mayor Kooiker:

The FAA Great Lakes Regional Office (FAA) has received your request for review of a proposed Ordinance known as, AN ORDINANCE TO CODIFY THE RELATIONSHIP BETWEEN THE RAPID CITY REGIONAL AIRPORT BOARD AND THE RAPID CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES BY ADDING SECTION 2.72.115 TO THE RAPID CITY MUNICIPAL CODE. We very much appreciate your efforts to request the FAA review the proposed Ordinance prior to further action being taken by the City.

We have reviewed the proposed Ordinance and have determined there does not appear to be a violation of federal compliance obligations provided that costs charged for firefighting services are appropriately allocated to the airport in accordance with the revenue use policy including the following provisions:

- Rapid City fully implements a recordkeeping system to track when Rapid City Fire Department fire fighters assigned to the airport conduct non-airport work.
- The Airport develops a process to verify payments for firefighting services are only for airport purposes and that any time spent on non-airport firefighting assignments are credited back to the airport.
- The Rapid City Fire Department (RCFD) may provide Airport Rescue and Fire Fighting (ARFF) services provided that the firefighting personnel assigned to the airport are properly trained to perform their duties per 14 CFR §139.

If you have any questions or need additional information, please feel free to contact me at (847) 294-7087.

Sincerely,

A handwritten signature in blue ink, appearing to read "Birke Rhodes".

Birke Rhodes
Manger, Safety Standards Branch

cc: Rapid City Regional Airport
Laurie Suttmeier, Assistant Manager, Dakota Minnesota Airports District Office
Chris Hugunin, Manager, Dakota Minnesota Airports District Office
Scott Brownlee, Program Manager, Dakota Minnesota Airports District Office
Ryan Bale, Program Manager, Dakota Minnesota Airports District Office