

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
PENNINGTON COUNTY FIRE SERVICE BOARD
AND THE
Rapid City FIRE DEPARTMENT**

PREMISE: The summer fire seasons of 2000, 2001 and 2002 have demonstrated that no citizen is immune from the threat of wildfire. Citizens expect their fire departments and local governments to protect them from this threat, and to extinguish wildfires.

On December 31, 2002 Governor Janklow obligated a \$729,720 Community Development Block Grant (CDBG) for Pennington County. This CDBG is to provide relief from the existing conditions that pose a serious and immediate threat to human health and welfare, or imminent threat, to the citizens of Pennington County from uncontrolled wildfire.

The Pennington County Board of Commissioners (BOC) and the Pennington County Fire Service Board (FSB) agree that the "spirit" of this CDBG is to provide fire equipment to help relieve the imminent fire threat and to provide the greatest benefit to all the citizens of Pennington County. To this end the BOC and FSB will provide a wildland fire type vehicle to the Rapid City Fire Department (FD).

To ensure that the citizens of Pennington County receive the highest level of fire suppression there needs to be a clear understanding of the roles and responsibilities of both parties relating to the wildland fire vehicle.

PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to set forth, define and establish mutual agreements, understandings and obligations by and between the FSB and the FD.

All parties shall review this agreement annually in the first quarter of each year. All parties may/will make suggestions for changes at that time. Either party, with or without cause, may withdraw this agreement with 60 days written notice.

SCOPE: This MOU applies to the Pennington County fire departments and/or rural fire protection districts that receive a vehicle furnished through the CDBG and Title III funds. This MOU covers the relationships, policies and activities in which the FD maybe involved with the vehicle.

Pennington County Fire Service Board (FSB) Responsibilities:

1. Insurance:
 - a. The FSB will provide general liability, property damage, collision and upset insurance (full coverage) for the first five (5) years.
2. Ownership
 - a. The FSB will retain ownership of the vehicle for five (5) years.
 - b. The FSB will transfer ownership at the end of amortization period to the FD, with the concurrence of the Pennington County Board of Commissioners.

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3. Funding
 - a. The FSB will provide the funding to purchase the vehicle, less the FD's agreed upon cost share and the Compressed Air Foam System option.
4. Repairs/Renovations/Maintenance
 - a. The FSB will not pay for any repairs that are the result of abuse or misuse.
 - b. Renovations must have prior approval of the FSB, during the time period the FSB retains the vehicle title.
 - c. The FSB will not be responsible for routine maintenance of the vehicle, which may include but is not limited to: oil, gas, all fluid levels, tires, etc.
5. Equipment
 - a. The FSB will not provide loose equipment for the vehicle: for example; hand tools, hose, nozzles, SCBA's, etc.
 - b. The FSB will provide:
 - i. 2 -- lengths of hard suction hose
 - ii. 1-- 20' or 24' fire service extension ladder
 - iii. 1 -- Hi Band VHF digital/analog mobile radio
6. Response
 - a. Repeated failure by the FD to respond as requested, without justified reasons, may be considered cause to remove the vehicle from service.
 - b. A FD that responds to an incident, but cannot provide staffing for second or subsequent shifts, would not be considered as a non-response.
7. Training
 - a. The Vehicle Manufacture will provide initial training, operation and maintenance of the vehicle to at least two (2) members of the FD. The FSB will make efforts to accommodate this training by multiple nights and/or weekends.
8. Amortization of Costs
 - a. See Appendix B for amortization schedule

Rapid City Fire Department (FD) Responsibilities:

1. Insurance
 - a. The FD will be required to provide replacement value vehicle insurance after the five (5) year period.
2. Ownership
 - a. Ownership will be transferred to the FD at the end of the five (5) years with the concurrence of the Pennington County Board of Commissioners.
3. Funding
 - a. FD will provide the cost share funds as determined by the FSB and FD. This amount will be paid to Pennington County Fire prior to FD's acceptance of the vehicle at an agreeable date.
4. Repairs/Renovations/Maintenance
 - a. FD will assume costs of repairs due to misuse or abuse.
 - b. FD will assume costs associated with normal day-to-day operation and maintenance of the vehicle. This will include, but is not limited to: oil, gas, all fluid levels, tires, etc.
 - c. FD will maintain reasonable records of maintenance performed.

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5. Equipment
 - a. FD will provide the following equipment items, in new or nearly new and serviceable condition, to equip the vehicle;
 - i. 1 – portable/handheld digital/analog radio (when available).
 - b. Equipment as listed in Attachment 1 to be furnished by the FD
6. Response
 - a. FD will respond the vehicle as requested in a timely manner, as staffing allows.
 - b. FD may be reimbursed at the In-State agreement rate for fires on State or Federal lands, in accordance with the In-State agreement.
 - c. FD will not seek reimbursement from any fire department it provides mutual aid to.
 - d. FD will keep the vehicle in a ready response condition at all times.
 - e. FD will notify the County Fire Administrator or FSB if the vehicle is anticipated to be "out of service" for more than 48 hours.
 - f. FD will sign the In-State Agreement with the South Dakota Division of Wildland Fire Suppression, each year.
 - g. Repeated failure by the FD to respond as requested, without justified reasons, may be considered cause to remove the vehicle from service.
 - h. A FD that responds to an incident, but cannot provide staffing for second or subsequent shifts, would not be considered as a non-response.
7. Training
 - a. FD will provide at least two trained and qualified firefighters when responding.
 - b. Firefighters will respond fully equipped with proper PPE for wildland and/or structural protection, as required by the requesting agency.
 - c. Responding firefighters will have completed the NWCG S-130 and S-190, or equivalent, wildland course and will be familiar with wildland/urban interface tactics.
 - d. FD will provide the FSB with the name, address, drivers license number and date of birth of all firefighters anticipated to drive, operate or respond on the vehicle.
 - e. FD will provide and insure that all personnel responding with the vehicle have received adequate and proper training to operate the vehicle in a safe and prudent manner.

Both Parties Agree to the following:

1. Reassignment of Unit
 - a. In the event there may be cause to remove the unit from the FD the following basic guideline will apply:
 - i. The FSB will contact the FD in writing to attempt to clarify any deficiencies.
 - ii. The FD will respond, in writing, within 30 days, detailing reasons for deficiencies and course of action to rectify conditions.
2. The FSB must have a 2/3-majority vote of the Board to remove the unit from a FD's use.
3. The Amortization Schedule will be used to determine the purchase cost to either party. (See attachment 2)

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4. Cause to remove the unit from the FD may include, but is not limited to, some of the following: failure to provide proper maintenance, repairs or insurance, excessive and/or continued abuse, repeated failure to respond without just cause, responding to Out-of-State fires without approval of FSB or their representative.

Amortization Schedule:

1. Amortization of Costs

- a. The fire units will have an assumed fixed life of 15 years. In the unlikely event a unit has to be reassigned, then either party will have the option to purchase out the others financial interest based on a straight-line depreciation of 15 years.
 - i. For example: Department "A" contributed \$19,000 towards the original purchase price. ~~Base price of the unit was \$120,262, of which \$19,000 is department funds and \$101,262 is FSB funds.~~ The FD decided to buy out the FSB's interest on January 1, 2010. The amortization schedule shows that in year ~~January 1, 2010~~, the FD would pay the FSB \$60,757 based on depreciation being taken the last day of the previous year.

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_____ date
Fire Service Board Chair

_____ date
? Fire Department, Chief

_____ date
? Rural Fire Protection District, Chair

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Equipment to be Provided by Rapid City Fire Department

Attachment 1

Category	Item Descriptions	NFES #	Qty	Est. Cost	Est. Total
Hand tools	McLeod	0296	1	\$49.80	\$49.80
	Combi	1180	2	\$40.77	\$81.54
	Pulaski	0146	2	\$48.13	\$96.26
	Backpack Pump	1149	1	\$92.29	\$92.29
	Drip Torch	0241	1	\$125.00	\$125.00
Medical	First Aid Kit, 10 person	0068	1	\$25.00	\$25.00
Nozzles	Forester, 1" NPSH	0024	2	\$88.20	\$176.40
	Adjustable, 3/4"	0136	2	\$14.34	\$28.68
	Mopup Wand	0720	2	\$25.14	\$50.28
	Mopup Wand, Tip	0735	4	\$7.31	\$29.24
	Fog, adj flow & pattern, 1 1/2" Akron #T365 or equal		2	\$500.00	\$1,000.00
	Fog, adj flow & pattern, 1" Akron #T364 or equal		2	\$500.00	\$1,000.00
Wye's	1" NPSH, Two-way, gated	0259	2	\$71.82	\$143.64
	1 1/2" NH, Two-way, gated	0231	2	\$88.20	\$176.40
	3/4" NH w/ball valve, gated	0739	2	\$2.53	\$5.06
Adapter's	1" NH-F X 1" NPSH-M	0004	1	\$5.23	\$5.23
	1 1/2" NPSH-F X 1 1/2" NH-M	0007	1	\$5.23	\$5.23
	1 1/2" NH-F X 1 1/2" NPSH-M	0006	1	\$5.23	\$5.23
	3/4" NH-F X 1" NPSH-M	2235	1	\$7.37	\$7.37
	1" NPSH-F X 1 1/2" NH-M	0416	2	\$7.37	\$14.74
	1" NPSH-F X 3/4" NH-M	0733	3	\$4.60	\$13.80
	1 1/2" NH-F X 1" NPSH-M	0010	3	\$4.64	\$13.92
	2 1/2" NPSH-F X 1 1/2" NH-M	2229	1	\$12.60	\$12.60
Couplings	1" NPSH, Double Female	0710	1	\$10.99	\$10.99
	1" NPSH, Double Male	0916	1	\$4.98	\$4.98
	1 1/2" NH, Double Female	0857	2	\$10.77	\$21.54
	1 1/2" NH, Double Male	0856	1	\$5.80	\$5.80
Tee's	1" NPSH-F X 1" NPSH-M X 1" NPSH-M w/cap	2240	2	\$12.29	\$24.58
	1 1/2" NH-F X 1 1/2" NH-M X 1" NPSH-M w/cap	0731	2	\$12.29	\$24.58
	1 1/2" NH-F X 1 1/2" NH-M X 1" NPSH-M w/valve	0230	2	\$18.59	\$37.18
Valve's	3/4" NH, Shut Off	0738	3	\$2.12	\$6.36
	1" Shut Off	1201	1	\$44.10	\$44.10
	1 1/2" Shut Off	1207	1	\$44.10	\$44.10
Hose	3/4" NH, garden hose (100 feet/length)	1016	5	\$15.06	\$75.30
	1" NPSH, single jacket (100 feet/length)	0966	5	\$61.66	\$308.30
	1 1/2" NH, single jacket, (100 feet/length)	0967	5	\$81.30	\$406.50
	2 1/2" NH, single jacket (50 feet/length)		2	\$130.00	\$260.00
Misc	Chock Blocks (set of 2)		1	\$50.00	\$50.00
	Tow Rope or Chain (15-20 ft)		1	\$35.00	\$35.00
	Jumper Cables (12-15 ft)		1	\$25.00	\$25.00
	Spanner wrench, 5", 1' to 1 1/2"	0234	2	\$4.43	\$8.86
	Spanner wrench, 11", 1 1/2 to 2 1/2"	0235	2	\$5.08	\$10.16
	Belt Weather kit or Kestrel	1050	1	\$61.90	\$61.90

Estimated Total Amount of Equipment

\$4,622.94

Pennington County Fire Service Board
 2003 CDBG/Title III Wildfire Engine Purchase
 Cost Share Amortization Schedule

Attachment 2

	<u>Base Unit</u>	<u>Options</u>	<u>Total</u>	
Total Cost:	\$ 120,262	\$ 15,000	\$ 135,262	Dept. Name: <u>Rapid City Department of Fire & Emergency Services</u>
County Share:	\$ 101,262	\$ -	\$ 101,262	Year of Buyout: 2010
Dept. Share:	\$ 19,000	\$ 15,000	\$ 34,000	Party Buying Out: Dept
				Amount of Buyout: \$ 60,757

Year	Acquisition Cost			Annual Depreciation			Book Value @ End of Year		
	Total	County	Dept	Total	County	Dept	Total	County	Dept
2004	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 126,245	\$ 94,511	\$ 31,733
2005	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 117,227	\$ 87,760	\$ 29,467
2006	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 108,210	\$ 81,010	\$ 27,200
2007	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 99,192	\$ 74,259	\$ 24,933
2008	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 90,175	\$ 67,508	\$ 22,667
2009	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 81,157	\$ 60,757	\$ 20,400
2010	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 72,140	\$ 54,006	\$ 18,133
2011	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 63,122	\$ 47,256	\$ 15,867
2012	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 54,105	\$ 40,505	\$ 13,600
2013	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 45,087	\$ 33,754	\$ 11,333
2014	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 36,070	\$ 27,003	\$ 9,067
2015	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 27,052	\$ 20,252	\$ 6,800
2016	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 18,035	\$ 13,502	\$ 4,533
2017	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ 9,017	\$ 6,751	\$ 2,267
2018	\$ 135,262	\$ 101,262	\$ 34,000	\$ 9,017	\$ 6,751	\$ 2,267	\$ (0)	\$ (0)	\$ (0)