MEMORANDUM

TO: Airport Board
FROM: Patrick Dame, CM, Executive Director
DATE: November 9, 2021
RE: Memorandum of Understanding (MOU) between Rapid City Regional Airport (RAP) and Rapid City Fire Department (RCFD)

The current MOU between RAP and the RCFD expires on December 31, 2021. After meeting with Fire Chief Culberson, the attached MOU was agreed upon between the two departments for a service period of three years, beginning January 1, 2022, through December 31, 2024.

There were no substantial changes to the MOU, only a few small language clean up items. The same method of payment and increases in cost remain the same: using a lump sum for the base year with an annual increase based on CPI plus 1 percent. The base cost for 2022 will be $619,166.68. This is a 2 percent increase over 2021 and was included in the 2022 budget for RAP.

STAFF RECOMMENDATION: Staff recommends Board authorize Executive Director to sign the MOU with the Rapid City Fire Department.
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 January 1, 2022, and ending on December 31, 2024. Any extensions of the initial term shall be agreed upon in writing by both parties.
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. However, if the AED determines that a firefighter does not adequately perform the assigned ARFF duties after appropriate disciplinary action from the Fire Chief, the Fire Chief shall reassign or transfer that firefighter out of the ARFF duties.
12. **Financial Contribution by the Airport.** The Airport shall be responsible for the lump sum cost of RCFD’s provision of a fully staffed and trained ARFF Department. The lump sum cost shall be divided into monthly installments and shall include: salaries, wages, overtime, benefits, uniforms, gear, PPE, daily provisions, professional services (such as physicals), as well as all travel and training expenses. The annual lump sum base cost, “Base Cost”, beginning in January, 2022, for these provisions will be $619,166.68. On a monthly basis, the RCFD shall submit to the airport an invoice in the amount of $51,597.22.

The Base Cost shall be adjusted as of January 1st of each succeeding year based upon the Consumer Price Index Urban Consumers, (CPI-U, Midwest Urban Region), of the previous two years plus one percent. For example, the amount payable commencing January 1, 2022, shall be the 2020 CPI-U plus one percent.

The lump sum base cost and method of adjustment shall be reviewed annually. The method of review may include a survey of other airports to assist in determining the competitiveness for current year and/or future year adjustments.

13. **Travel and Training Expenses.** All ARFF related travel and training expenses are included in the lump sum base cost paid by the Airport.

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 _____ day of _______________, 2022.

RAPID CITY FIRE DEPARTMENT

__________________________________________
Jason Culberson, Fire Chief

RAPID CITY REGIONAL AIRPORT

__________________________________________
Patrick Dame, Executive Director
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
  - Conduct Airport badging activities

- Assist with general airport operations
  - Conduct fire safety and life-saving training
  - Conduct airport fire safety inspections