

Memorandum of Understanding between the La Crosse Regional Airport and the City of La Crosse Fire Department for Airport Rescue and Firefighting coverage.

This Memorandum of Understanding ("MOU") is made and entered into by and between the La Crosse Regional Airport, hereinafter referred to as the "Airport" and La Crosse Fire Department, hereinafter referred to as the "LCFD".

WHEREAS, the City operates and manages both the La Crosse Regional Airport (Airport) and the La Crosse Fire Department (LCFD); 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 LSE; and

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

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

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

WHEREAS, the parties desire to enter into this MOU to transition the provision of ARFF services from the Airport to the LCFD while maintaining full compliance with FAA regulatory requirements.

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 LCFD 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 agreement between the Airport Director and Fire Chief and ending on June 30, 2019. It shall be automatically renewed for successive one-year terms unless either party gives a minimum of a 180 day written notice of non-renewal.
4. **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.
5. **ARFF Firefighter Qualifications.** As a minimum, all LCFD ARFF Qualified Firefighters must successfully complete and maintain the following training and qualifications 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. Airport Security Threat Assessment (STA) and Criminal History Records Check (CHRC)
 - d. FAA mandated ARFF live burn training
 - e. All FAA Part 139 ARFF training
 - f. Movement Area Drivers Training
 - g. Secure Identification Display Area (SIDA) training
6. **Selection of ARFF Firefighters.** The ultimate decision for selection of firefighters for ARFF assignment shall rest in the discretion of the Fire Chief.
7. **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 LCFD shall provide all training needed to maintain compliance with the requirements of this MOU without further compensation than is provided per this MOU.
8. **ARFF Facilities and Equipment.** LSE shall, at its expense, provide all ARFF facilities, ARFF apparatus, and regulatory required fixed vehicle equipment and supplies 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. LSE shall provide major maintenance, repair, and/or replacement of ARFF facilities and/or equipment. LCFD ARFF Qualified Firefighters and the LCFD Administration shall provide evaluation, testing, and maintain records of all ARFF equipment to ensure its readiness and compliance with regulation.

The Airport's operations division utilizes the ARFF facility for operational requirements and the space within the ARFF station shall be shared between the Airport and LCFD at the agreement of the Airport Director and Fire Chief at their sole discretion to include the use of all working, office, eating, rest areas, and other spaces within the Airport Fire Station. Space provided to the LCFD by the Airport shall not impact the operational needs of the Airport to operate in a manner consistent with Federal requirements.

9. **ARFF Crew and Duty Periods.** The FAA's minimum regulations on staffing currently require a minimum of one firefighter be assigned to ARFF duties at the Airport no less than 15 minutes prior to any airline/charter arrival to no less than 15 minutes after any airline/charter departure. The LCFD shall provide at a minimum the coverage required to meet the FAA minimum regulatory staffing during all airline/charter operations. If the minimum FAA staffing requirements increase, the LCFD shall assign the number of qualified firefighters to duty periods necessary to meet the then-current FAA requirements. The Airport's operations division shall be responsible to provide coordination of flight times and activities which would impact the staffing of ARFF at the Airport. The Airport shall provide the LCFD all known flight schedules as early as possible for staffing considerations.
10. **Financial Contribution by the Airport.** In consideration of the services provided to the Airport by the LCFD the Airport shall provide a sum of \$100,000.00 per annum in monthly installments through journal voucher for services rendered and an additional \$10,000 per annum in a lump sum payment for training expenses. Additionally, the Airport shall provide an initial sum of \$15,000.00 at the commencement of this MOU for the initial ARFF training of LCFD personnel. At the discretion of the Airport Director based on financial availability an additional sum of up to 3% or the CPI, whichever is lower, of the prior year's payments may be made to the LCFD.
11. **Amendments.** This MOU may only be amended by a written addendum executed by all parties as approved by the Common Council of the City of La Crosse.

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

BE IT FURTHER RESOLVED that fund transfers from the Airport to the Fire Department shall be used solely for the purpose of providing ARFF services at the Airport and said funds shall be prohibited from being used for any other purpose.

BE IT FURTHER RESOLVED that a one-time expense of \$15,000.00 is hereby appropriated and related expenses approved from Airport Funds (Fund 600) for Fire Department training in 2018.

BE IT FURTHER RESOLVED that the Airport 2019 expense budget line 6001005 531100 'CITY SERVICES' is hereby amended to \$186,500.00 and that the Airport 2019 expense budget line 6001005 536000 OPS 'TRAINING OPERATIONS' is hereby amended to \$15,000.

BE IT FURTHER RESOLVED that the Fire Chief is authorized to amend the 2019 revenue and expense budget to include an additional \$110,000.00 in operating revenues and corresponding expenses.

BE IT FURTHER RESOLVED that the Airport Director, Fire Chief, and Director of Finance are authorized to take any and all necessary steps to effectuate said resolution.