



## Internal Memo

June 17, 2020

To: Mark Meyers, City Administrator  
From: Robert Gagnon, Fire Chief  
Subject: Airport Contract Proposal

As you are aware, back in February the County approached the City to discuss a reduction in commercial flights coming into Muskegon County Airport. This was not anticipated as they just added additional flights in 2019 that resulted in the hiring of three full-time firefighters to cover ARFF services.

With the current reduction in flights, the County was looking for ways to reduce its costs related to ARFF services. Our staff worked diligently to come up with a schedule that would not only help the County reduce costs, but, would not create a significant scheduling issue for the fire department.

The schedule proposed is a two-person rotating schedule working 15 hours a day seven days a week. This will allow for a reduction in the contract amount by \$77,500. As you recall, one firefighter left employment and we chose to maintain the vacancy because of talks that flights were going to be reduced. The position was eliminated in the FY 2021 budget.

The new schedule was proposed to the County and a \$30,000 reduction in the P.I.L.O.T (Payment in lieu of taxes) was tentatively negotiated. The comparison contract costs can be seen below:

<b>Current ARFF Agreement</b>	<b>Costs</b>	<b>Proposed ARFF Agreement</b>	<b>Costs</b>
Personnel (3)	\$232,529	Personnel (2)	\$155,020
PILOT	\$50,000	PILOT	\$20,000
Recurrent Training	\$10,000	Recurrent Training	\$10,000
Live Burn Training	\$3,500	Live Burn Training	\$3,500
<b>Total</b>	<b>\$296,029</b>	<b>Total</b>	<b>\$188,520</b>

Staff is recommending these changes and a copy of the proposed contract is attached for your review. Both the City and County are recommending a 5 year contract term, beginning in FY 2021.

Please let me know if you have any questions. I would be happy to discuss this with City Council at an upcoming work session.

**AGREEMENT FOR  
AIRPORT RESCUE AND FIREFIGHTING SERVICES**

This Agreement made this 26th day of June, 2020, by and between the County of Muskegon ("County"), a Michigan municipal corporation, and City of Norton Shores ("City"), a Michigan municipal corporation.

**WITNESSETH:**

WHEREAS, the County operates the Muskegon County Airport ("Airport"), located in the County of Muskegon, State of Michigan; and

WHEREAS, the County, as Airport operator, is charged under the Federal Air Regulation ("FAR") Part 139 with providing rescue and firefighting services at the Airport ("ARFF services"); and

WHEREAS, the City maintains and operates a fire department and is willing, under the terms of this Agreement, to extend ARFF services to the Airport as required by FAR Part 139.

NOW, THEREFORE, the County and City do hereby undertake, promise and agree as follows:

**RESCUE AND FIREFIGHTING SERVICES**

The City's fire department shall respond to all incidents within the Airport property boundary, including County owned facilities, according to standard response practices and procedures and the requirements of FAR Part 139. An incident shall be defined as any call for rescue and firefighting services that are provided by the fire department within the City's protection district. A request for mutual aid assistance may be used if City resources are not available. The City's Fire Chief or his designee shall be in charge of all incident responses upon Airport property and shall have all Airport resources available to him during the incident. Control of the incident response will be under the Incident Commander as assigned by the City's Fire Chief or his designee.

1. The City shall provide adequate personnel as defined in item 2 below to staff the Airport ARFF station located at the Airport during all scheduled commercial air carrier arrivals and departures as required by FAR Part 139.

2. The minimum obligation of the City is to provide one firefighter per scheduled commercial air carrier arrivals and departures at the ARFF station, as is the current FAA Index "A" requirement.

The County shall be responsible for any additional associated costs for flights that require coverage outside of normally scheduled hours of operations.

During times where there is no FAA mandated coverage, the City has the right to utilize the on duty firefighter for other department needs, provided the needs are essential, such as incident responses, personnel training, and other situations as determined by fire command staff. If these needs require vacating the station, and when practical, notification to County personnel will be made.

Should there be Federal, State or County requirement changes that require additional coverage over and above the agreed upon, the County shall be responsible for the associated costs for the increased level of services.

3. The County shall continue providing schedules and/or notifications to the City of FAA required commercial flight coverage schedule times and any subsequent changes to same so that the City may ensure adequate personnel and coverage.
4. The City shall provide routine Self-Contained Breathing Apparatus ("SCBA"), maintenance and repairs, except that the County shall pay for the replacement of any required parts. The County is required to provide SCBA identical to the SCBA used by the City's Fire Department.
5. The City's Fire Chief shall have the authority to assign County ARFF equipment to an emergency off-airport except during the following conditions.
  - a. The off-airport emergency occurs during a scheduled commercial air carrier operation and only one ARFF vehicle meeting FAA Part 139 requirements is available.

#### **FACILITY AND EQUIPMENT USE AND MAINTENANCE**

6. The County at no cost shall provide the City fire department for the duration of this agreement with facilities, apparatus, equipment and supplies necessary to perform the required ARFF services, including facility maintenance and supplies.

7. The County shall allow the City to occupy and operate the ARFF Station.
8. The County shall at no cost to the City provide facilities that include living quarters, equipped with a kitchen, sleeping area, and office.
9. The County shall provide at no cost to the City, within the ARFF station apparatus room, space large enough for one full size City engine, and in the future, space large enough for two full size City engines.
10. The County shall be responsible for the cost, repair, and maintenance of all County-owned vehicles, facilities (including grounds care and trash removal), and equipment, except for self-contained breathing apparatus as provided above.
11. The City shall be responsible for routine cleaning at the ARFF station.
12. The City shall have input on the design of any new ARFF facility to express ideas and concerns relative to ARFF operations.

#### **TRAINING AND OTHER FAA COMPLIANCE ACTIVITIES**

13. The City shall maintain and keep all records pertaining to FAR Part 139 training for City personnel.
14. The City shall participate in annual FAR Part 139 Airport certification inspections for the purpose of reviewing ARFF operations and training records with the certification Inspector.
15. The City shall participate with the County in the planning and implementation of required annual Airport tabletop and triennial full-scale exercises as required by FAR Part 139 with the County responsible for the cost of the full-scale exercise.
16. The County shall provide all necessary training materials needed to comply with FAR Part 139 requirements at no cost to the City.
17. The County shall, after consulting with the City, schedule and fund all instructor, program fees and equipment costs for the FAR Part 139 required annual live fire training.

**COST AND REIMBURSEMENT**

18. The County shall reimburse the City for all expendable supplies that are used during rescue and firefighting incidents.
19. In consideration of Airport specific training, the County shall reimburse the City the following amounts.
  - a. Live Burn, Personnel Cost - \$3,500
  - b. Personnel Recurrent Training - \$10,000
  - c. The City shall be reimbursed for all standby hours required by the FAA during times that the tower is closed at a rate of \$65 per hour.
20. A Payment in Lieu of Taxes (PILOT) in the amount of \$20,000 shall be made annually by the County to the City for fire protection services provided to County owned Airport facilities and structures.
21. The County shall reimburse the City for all personnel costs associated with personnel holdover and early call-in due to temporary or permanent airline flight schedule changes.
22. The County shall pay the cost of all utilities including electric, gas, water/sewer and telephone for the ARFF station.
23. The total amount of the base contract (\$155,020) and other contractually agreed upon costs as above, shall be invoiced by the City in four (4) equal installments on a quarterly basis to the County for services rendered, and the County shall make payment within thirty (30) days of receiving the invoice. The City, as determined by the City Council, may impose any reasonable penalty for any delinquent payment after the thirty (30) days.

**INDEMNIFICATION AND INSURANCE**

24. Each party shall hold the other harmless from any and all liabilities arising from the conduct of their officers, employees, and agents under this Agreement.
25. Each party shall name the other as an additional insured on their general liability policies for actions or occurrences resulting in the performance of this Agreement.

**DURATION, TRANSFERABILITY, AND TERMINATION**

26. The term of this Agreement shall be for a period of five (5) years commencing on the date of execution of this Agreement. This Agreement may be renewed for additional five (5) year period upon written consent by both parties at least ninety (90) days prior to the expiration of the Agreement.

27. The rights and duties under this Agreement may not be transferred to another party without the written consent of both parties.
28. In the event that all commercial flight services are canceled, the County may terminate this Agreement upon 90 days advance written notice to the City. In addition, this Agreement may be terminated by either party upon the providing of ninety (90) days written notice in the event of material breach of this Agreement by the other party. Finally, in the event commercial flight schedules are substantially increased/reduced, then parties shall in good faith renegotiate minimum staffing levels.

**SEVERABILITY**

29. If any provision of this Agreement is held to be void or unenforceable by the courts in connection with litigation over this Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.

CITY OF NORTON SHORES

COUNTY OF MUSKEGON

By Its Mayor:

By Its Chairperson:

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Gary L. Nelund

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Susie Hughes

By Its City Clerk:

By Its County Clerk:

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Shelly Stibitz

\_\_\_\_\_  
Nancy A. Waters

Date of Execution:

Date of Execution:

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