

**AGREEMENT FOR
AIRPORT RESCUE AND FIREFIGHTING SERVICES**

This Agreement made this 26th day of July, 2011, 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 City shall only be obligated to provide one firefighter per scheduled commercial air carrier arrivals and departures at the ARFF station, as is the current FAA Index “A” requirement; provided, however, should Federal, State or County requirements change, the County shall be responsible for the associated costs for the increased level of services. The contracted staffing times are limited to 1.5 hours per standby, twice per day.
3. The County shall notify the City of FAA required commercial flight coverage schedule times and any subsequent changes to same so that the City may provide adequate personnel.
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 County 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. Monthly Training - \$10,000
20. The County shall reimburse the City the following amount for FAA mandated Commercial ARFF standby service, 1.5 hours per standby – 2 standbys per day.
 - a. Annual Standby Fee - \$30,000
 - b. The City shall be reimbursed for all standby hours in excess of the scheduled 1.5 standby time at a rate of \$27.40 per hour.

21. A Payment in Lieu of Taxes (PILOT) in the amount of \$50,000 shall be made annually by the County to the City for fire protection services provided to County owned Airport facilities and structures.
22. 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.
23. The County shall pay the cost of all utilities including electric, gas, water/sewer and telephone for the ARFF station.
24. The total amount of the base contract (\$93,500) 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 (3) 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

25. 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.
26. 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

27. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of this Agreement. This Agreement may be renewed for additional ten (10) year periods upon written consent by both parties at least ninety (90) days prior to the expiration of the Agreement.
28. The rights and duties under this Agreement may not be transferred to another party without the written consent of both parties.
29. 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 reduced, then parties shall in good faith renegotiate minimum staffing levels.

SEVERABILITY

30. 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

By Its Mayor:



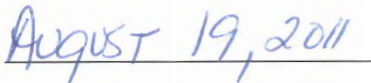
Gary L. Nelund

By Its City Clerk:



Lynne Fuller

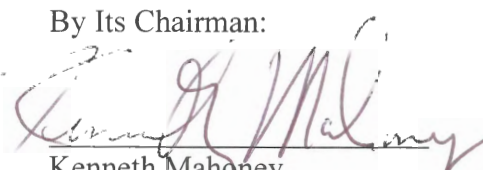
Date of Execution:



August 19, 2011

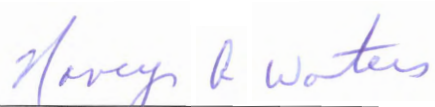
COUNTY OF MUSKEGON

By Its Chairman:



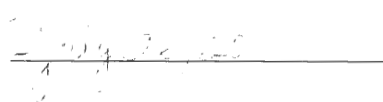
Kenneth Mahoney

By Its County Clerk:



Nancy A. Waters

Date of Execution:



[Signature]