



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G15

**#2007-224 - Approving Memorandum of Agreement with Offutt
Air Force Base for Aircraft Rescue Training (AARF)**

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief

Meeting: September 11, 2007

Subject: Training Agreement

Item #'s: G-15

Presenter(s): Jim Rowell, Fire Chief

Background

The City of Grand Island has a Mutual Aid Agreement with the Central Nebraska Regional Airport which provides the authority for either party in the agreement to assist the other in the event of fire or other emergency. We have trained with the equipment at the airport to provide operational knowledge and experience.

Discussion

The training at Offutt Air Force Base is available, in part, because the Central Nebraska Regional Airport is the sight of the helicopter base. The military presence at the airport justified the use of Air Force training facilities to prepare firefighters to respond to aircraft fire and rescue situations.

The Air Force does not charge a fee for this training. The cost of travel to and from Offutt and the cost of fuel to operate the simulator will be the cost to participate in the training. The cost of the fuel will be based on the gallons used in the simulations and market price at the time of the training. Estimated cost of fuel at \$1.8156/gallon would be \$5,446.80 for 3,000 gallons used.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this agreement.

Sample Motion

Motion to approve the Memorandum of Agreement with Offutt Air Force Base for Aircraft Rescue Firefighting Training.

MEMORANDUM OF AGREEMENT BETWEEN
OFFUTT AIR FORCE BASE AND
THE CITY OF GRAND ISLAND FIRE DEPARTMENT

1. PURPOSE: The purpose of this agreement is to outline procedures for the delivery of Aircraft Rescue Fire Fighting Training (ARFT) to the City of Grand Island Fire Department and to delineate responsibilities of both said agencies in conducting training sessions at the ARFT Facility located on Offutt Air Force Base NE.

2. AUTHORITY: DODI 4000.19 and other directives, as required.

3. GENERAL:

a. SCOPE: The 55 CES/CC under the authority of paragraph 1.2.3 of AFI 25-201 agrees with the City of Grand Island Fire Department, hereinafter referred to as "GIFD", to enter into the following memorandum of agreement to establish how the parties will participate in the joint use of the ARFT Facility, located on Offutt AFB NE.

b. ASSUMPTIONS:

(1) The 55 CES shall be solely responsible for the operation of the ARFT Facility. The GIFD shall coordinate all its use of the ARFT Facility and/or its intent to conduct a training exercise no less than 30 days in advance through the 55 CES designated agent. This coordination will include dates, times, purpose of use and safety rules for each use. The 55 CES, however, reserves the right, for any reason, to disapprove any training dates chosen by the GIFD. The 55 CES shall provide personnel and equipment for safety purposes throughout each GIFD training exercise. The GIFD shall conduct and the 55 CES shall participate by providing advice as requested, when operational capabilities permit, in pre-exercise and post-exercise briefings in conjunction with each GIFD exercise during which the exercise scenario, firefighting procedures, tactics, strategies and safety shall be discussed.

(2) The GIFD will not conduct live fire training sessions when the surface winds exceed 15 knots, when the smoke produced by the fire will travel in such a manner as to interfere with flying operations or at any time when deemed unsafe by 55 CES officials.

(3) The GIFD and 55 CES do not waive their sovereign immunity by entering into this agreement and fully retain all immunities and defenses provided by law with regard to any action based on this memorandum of agreement.

4. RESPONSIBILITIES:

a. FINANCIAL MANAGEMENT:

(1) The GIFD agrees to provide, as its share of the operations cost of the use of the ARFT Facility. These costs include the purchase/reimbursement of any Liquefied Petroleum Gas (LPG) and nitrogen that is used to expel the LPG.

(2) Both parties shall comply with all federal, state, and local laws, rules and regulations applicable to the maintenance of the ARFT Facility. Any penalty resulting from the violation of applicable statutes is the sole responsibility of the offending party.

(3) The legal responsibility of the GIFD for personal injuries and property damage shall be governed by the Nebraska Political Subdivisions Tort Claims Act. The legal responsibility of the 55CES for personal injuries and property damage shall be governed by the Federal Tort Claims Act or the Military Claims Act, as applicable.

(4) Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

b. LOGISTICS SUPPORT:

(1) All tools, equipment, and any other property taken upon or placed upon the land by GIFD shall remain the property of GIFD, may be removed by GIFD at any time and must be removed by GIFD within 30 days after termination of this agreement.

(2) With respect to the distance the city of Grand Island is located from Offutt AFB (150 miles) the 55 CES agrees to provide the necessary fire apparatus to conduct a training exercise. The only firefighting agent that will be provided by the 55 CES is water. Any other agent/s including Aqueous Film Forming Foam (AFFF) shall be provided by GIFD. Any firefighting agent provided shall not contain any polychlorinated biphenyls or solvents or chemicals that are defined as hazardous chemicals or that produce hazardous waste as defined by the U.S Environmental Protection Agency Hazardous Waste Management System Regulations.

c. MANPOWER:

The USAF agrees to provide the necessary manpower to operate the training facility and sufficient manpower to conduct each training evolution in a safe manner.

d. AGREEMENT AND ADMINISTRATION:

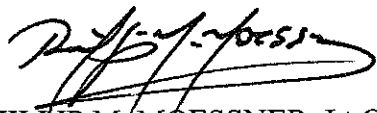
(1) Effective date of this MOA is the date of execution. This MOA shall be reviewed annually. This agreement will continue in effect unless the 55 CES provides written notice of intent to terminate the agreement at least 30 days before the proposed termination date.

(2) Written communications to GIFD shall be addressed as follows:

Grand Island Fire Dept.
City Hall 100 East First Street Box 1968
Grand Island NE 68802-1968

(3) Written communications to the 55 CES shall be addressed as follows:

55 CES/CEF
106 Peacekeeper Dr. STE 2N3
Offutt AFB NE 68113-4019



PHILLIP M. MOESSNER, Lt Col, USAF
Commander 55th Civil Engineer Squadron

18 JUN 07

DATE

MARGARET HORNADY
Mayor, City of Grand Island

DATE

RESOLUTION 2007-224

WHEREAS, the City of Grand Island has a Mutual Aid Agreement with the Central Nebraska Regional Airport to assist in the event of fire or other emergency; and

WHEREAS, because of military presence at the Central Nebraska Regional Airport, training for city firefighters has become available at Offutt Air Force in Omaha, Nebraska, for aircraft fire and rescue situations; and

WHEREAS, expenses incurred to participate in the training shall include the cost of fuel to operate the training simulator and travel expense; and

WHEREAS, a Memorandum of Agreement has been reviewed and approved for such project by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Agreement for Aircraft Rescue Firefighting Training between the City of Grand Island and Offutt Air Force Base is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk