



Travis County Commissioners Court Agenda Request

Meeting Date: March 17, 2014

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RATIFICATION OF MEMORANDUM OF AGREEMENT BETWEEN TRAVIS COUNTY AND TEXAS MILITARY FORCES TO ALLOW A SECURE LANDING ZONE AT CAMP MABRY FOR STAR FLIGHT AIRCRAFT DURING RESCUE OPERATIONS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The purpose of the MOU is to establish a mutual agreement between Travis County and Texas Military Forces granting permission for STAR Flight aircraft to land at a secure landing zone at Camp Mabry for the purpose of transferring a victim from the rescue hoist to the interior of the aircraft for transport to the nearest appropriate medical facility. This agreement is primarily for utilization of the parade field located at Camp Mabry as a designated landing zone for both day and night rescues that occurs at Mount Bonnell. See attached Agreement.

STAFF RECOMMENDATIONS:

Emergency Services recommends approval of this mutual agreement. The Court has approved this agreement in past years.

ISSUES AND OPPORTUNITIES:

STAR Flight staff feels having this secure landing zone at Camp Mabry assists in the safe and efficient use of the aircraft and in providing the best service to the victim involved in the rescue.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact with this request.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

**MEMORANDUM OF AGREEMENT
BETWEEN**

Travis County, 700 Lavaca, Austin, Texas 78701

AND

Texas Military Forces, 2200 West 35th Street, Austin, Texas 78703-5218

1. PURPOSE:

The purpose of this Memorandum of Agreement (MOA) is to establish a mutual agreement between Travis County and Texas Military Forces granting permission for *STAR Flight* Emergency Medical/Rescue Helicopters to land at a secure landing zone at Camp Mabry for the purpose of transferring a victim from the rescue hoist to the interior of the aircraft for transport to the nearest appropriate medical facility. This agreement is primarily for utilization of the parade field located at Camp Mabry as a designated landing zone for both day and night rescues that occur at Mount Bonnell.

2. AUTHORITY: As granted by the Texas Military Forces.

3. BACKGROUND:

Every year *STAR Flight* conducts several rescue operations at Mt. Bonnell. Prior to our current method of rescue utilizing a rescue hoist, we used the "short haul" method which allowed vertical descent and placement of the victim and rescuer to the road at Mt. Bonnell. We now use a "dynamic hoist" rescue method which terminates with a 7 meter delivery which means the aircraft is moving forward during the descent and not descending vertically from a stationary hover. Mt. Bonnell Road is not a preferable location for this type of delivery method and has actually become so congested with traffic that it's not safe to complete the 7 meter delivery at that location.

STAR Flight has extensively searched the area for a logical, safe locality to complete the rescue phase and determined that Camp Mabry is only one flight mile from Mt. Bonnell. This distance along with the wide open grounds at Camp Mabry make it ideal for this critical phase of the rescue operations.

Nearly all the rescues originating at Mt. Bonnell are at night, well after normal business operations at Camp Mabry have ceased and should not interfere with the daily operations.

4. DESCRIPTION OF SERVICES/GOODS TO BE PROVIDED

Texas Military Forces will grant Travis County permission to allow *STAR Flight* helicopters to conduct the termination phase of rescue mission to include landing in the designated area for the purpose of transferring patient/victims into the cabin of the helicopter for transport to the nearest appropriate medical facility. In Texas, there are

varying rights of access that provide the parties with different responsibilities and benefits. The following language is proposed:

1. The following described property located in Austin, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

Open area commonly referred to as the "Parade Ground" on Camp Mabry, located at 2200 W. 35th Street, Austin, Texas.

2. The License granted hereby to the Licensee does authorize Licensee to use and occupy the Premises nonexclusively for the sole purpose of temporary landing of emergency rotary wing aircraft to effect the repositioning of passengers and crew, in accordance with the Licensor's use guidelines. Licensee is not authorized to construct improvements. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for any use consistent with Licensor's needs.

3. Nothing in this MOA shall be construed as conveying any license exceeding a one year term unless specifically agreed to by parties in writing. Nothing in this MOA shall be construed as conveying an easement in gross and/or appurtenant.

5. RESPONSIBILITIES OF THE PARTIES:

Travis County *STAR Flight* is responsible for notification of the Texas Military Forces when the landing zone will be utilized. The assigned Aviation Communication Specialist at the Combined Communication Center will notify the Joint Operations Center (JOC) at 512-782-5544 of the rescue operation and the estimated time of arrival (ETA) of the helicopter at the landing zone. *STAR Flight* is responsible for conducting all operations in a safe manner and in accordance with the MOA.

6. MANPOWER:

No additional manpower is anticipated to be required from either party. Each party will execute its responsibilities from the resources allocated through the normal allocation process.

7. FUNDING:

No additional funding is required by this MOA.

8. APPLICABLE LAWS:

The applicable statutes, regulations, directives, and procedures of the United States, The State of Texas and Travis County shall govern this MOA and all documents and actions pursuant to it.

9. CONTRACT CLAIMS AND DISPUTES: N/A

10. DISPUTE RESOLUTION:

In the event of a dispute between the parties, Texas Military Forces and Travis County agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail, then the MOA is terminated.

11. RESPONSIBILITIES FOR COSTS:

There is no cost to either party associated with this MOA.

12. REVIEW:

This agreement will be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated and initialed by a representative of both parties.

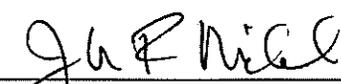
13. EFFECTIVE DATE:

The TERM OF THIS License shall be for a period of one (1) year, commencing on 1 December 2013 and terminating at midnight, 1 December 2014.

14. ACCEPTANCE OF AGREEMENT:

Samuel T. Biscoe, County Judge
Travis County Administration Bldg.
P.O. Box 1748, Rm 520
Austin, TX 78767

DATE



Maj Gen John F. Nichols
Adjutant General of Texas
2200 W. 35th Street
Austin, TX 78703



DATE