

Gulfstream Aerospace Corporation G-IV  
Bedford, Massachusetts  
May 31, 2014  
ERA14MA271

**NATIONAL TRANSPORTATION SAFETY BOARD  
WASHINGTON, D.C.**

ATTACHMENT 8

DoD CONTRACT BETWEEN HANSCOM AFB AND MASSPORT  
BEDFORD

9 - Pages

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER (Provided by Supplier)	2. SUPERSEDED AGREEMENT NO. (If this replaces another agreement)	3. EFFECTIVE DATE: (MMDDYY)	4. EXPIRATION DATE: (May be "Indefinite") <input checked="" type="checkbox"/> 093018
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS 66th Air Base Wing Attn: 66 LRS/LGRDX 70 Chennault Street Room 106 Hanscom AFB MA 01731-2800		a. NAME AND ADDRESS Massachusetts Port Authority One Harborside Drive, Suite 200 S East Boston, Massachusetts 02128	
TELE / FAX / EMAIL VOICE: [REDACTED] FAX: [REDACTED] EMAIL: [REDACTED]		TELE / FAX / EMAIL VOICE: [REDACTED] FAX: [REDACTED] EMAIL: [REDACTED]	
SUPPLIER POC: 66 LRS/LGRDX, Mr. Kevin Krieger		RECEIVER POC: Ms. Barbara Patzner	
b. MAJOR COMMAND AFMC		b. MAJOR COMMAND N/A	
7. SUPPORT PROVIDED BY SUPPLIER 66 CES			
a. SUPPORT (Specify what, when, where, and how much)		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
Fire Protection		Total Estimated Reimbursement	[REDACTED]
		Total Estimated Non-Reimbursement	\$0.00
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input checked="" type="checkbox"/> YES			
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. CONTROLLER SIGNATURE: [REDACTED] NED JUNE, Major, USAF Comptroller, 66 CPTS/CC	b. DATE SIGNED 07 Jun 10	a. CONTROLLER SIGNATURE:	b. DATE SIGNED
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) TYPED NAME CHARLES F. THOMPSON, Colonel, USAF Commander		(1) TYPED NAME MICHAEL A. GRIECO Assistant Secretary-Treasurer	
(2) ORGANIZATION 66 ABW/CC	(3) TELEPHONE NUMBER [REDACTED]	(2) ORGANIZATION Massachusetts Port Authority	(3) TELEPHONE NUMBER [REDACTED]
(4) [REDACTED]	(5) DATE SIGNED 17 Jun 10	(4) SIGNATURE [REDACTED]	(5) DATE SIGNED 6/17/10
10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)			
a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	a. APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED

11. GENERAL PROVISIONS

a. The receiving components will provide the supplying component projections of requested support.

The United States Air Force ("USAF"), an executive agency department of the Government of the United States of America, acting pursuant to the authority of 42 U.S.C. 1856 and through the Installation Commander of Hanscom Air Force Base, pursuant to the authority of the Secretary of the Air Force, with its address of 66ABW/CC, Hanscom Air Force Base, Massachusetts 01731, and the Massachusetts Port Authority ("Massport" or "Authority"), a body politic and corporate established and existing under the laws of the Commonwealth of Massachusetts, with its principal address at One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128, hereby agree as follows concerning the mutual interest of the USAF and Massport in fire prevention and preparedness for emergency response to all hazards that may occur on the L.G. Hanscom Field ("BED" or "Hanscom Field") located adjacent to Hanscom Air Force Base.

WHEREAS, Massport owns and operates L.G. Hanscom Field located in the towns of Bedford, Lexington, Lincoln and Concord, Massachusetts and adjacent to and contiguous with Hanscom Air Force Base; and

WHEREAS, BED is a project of Massport, as defined in Chapter 465 of the Massachusetts Acts of 1956, as amended; and

WHEREAS, Massport has primary and exclusive jurisdiction and responsibility for fire prevention and fire fighting services on its projects, as defined in Chapter 465 of the Massachusetts Acts of 1956; and provides incident command and a fire mutual aid system for all emergency incidents; and

WHEREAS, Massport desires to continue its long-standing practice of contracting with the United States Air Force for the provision of Aircraft Rescue and Firefighting services ("ARFF") at BED; and

WHEREAS, federal legislation authorizes the local retention of reimbursed ARFF funds by the USAF; said reimbursements from Massport repay the USAF for the provision of ARFF services required by federal regulations for BED to maintain its FAA Part 139 certification as a commercial service airport; and

WHEREAS, it is the intent of the parties that the USAF furnish at least the minimum level of qualified ARFF services required by federal regulations for BED to maintain its FAA Part 139 certification as a commercial service airport; and

WHEREAS, Massport expects to gain the potential of the use of the USAF fire fighting facilities, supplies and manning located at Hanscom Air Force Base, Bedford, Massachusetts, and the likelihood that a response by the USAF to a crash-fire incident shall be at a level greater than the minimum guaranteed; and

WHEREAS, the USAF expects to gain the flexibility of additional firefighting manpower to provide increased protection of USAF aircraft and structures.

The parties hereto agree that:

- b. The component providing reimbursable support in this agreement will submit statements of costs to: 66 CPTS/FMAC, 20 Schilling Circle, Hanscom Air Force Base, MA 01731-2800. For and in consideration of the above-described services during the Term (as hereinafter defined), Massport shall pay to the USAF an amount estimated not to exceed [redacted] dollars. The actual amount paid to the USAF by Massport shall be calculated on an actual cost-recovery basis which shall be computed quarterly on or about 1 April, 1 July, 1 October, and 1 January (the "Fee"). Payment of the Fee shall be made in arrears and after submittal of an invoice by the USAF to Massport showing actual costs incurred by the USAF. During the first year of the Term (which ended September 30, 2008), the Fee shall not exceed [redacted]. Each payment shall be made payable to the United States Treasury, and shall be delivered to the Accounting and Finance Office, Building 1305, Hanscom Air Force Base.
- c. In addition to the Fee set forth above, Massport shall reimburse USAF for any and all items consumed or damaged as a result of USAF's provision of the services described herein, including, without limitation, absorbent material used for hazardous material containment, firefighting foam, damaged hose and disposable clothing, unless such consummation or damage results from the USAF's negligence. Items such as fire trucks or other major equipment items are not considered consumable. Any additional training that is not already part of the minimum Hanscom AFB career training qualifications required of personnel performing ARFF services under this support agreement, and which additional training is specifically required by Massport at any time during the term of this support agreement will be expensed and included as described in section b, above. If response and/or transport costs are incurred against the contracted Air Force ambulance service supporting BED, those expenses will be included in the quarterly Fee assessment.
- d. Either party may terminate this Agreement unilaterally for its convenience by giving notice to the other party as early as possible, but in no event not less than one hundred eighty (180) days prior to the termination date without any liability therefore or any damages. In the event of termination in accordance with this paragraph, Massport shall pay the USAF a pro-rated amount for the services provided for any portion of a year. The term ("Term") of this support agreement shall commence on 24 April 2008 ("Commencement Date") and shall end on September 30, 2010. Thereafter, the Term shall automatically renew from year to year (October 1 to September 30), until September 30, 2017, unless either Massport or the USAF notifies the other not less than one hundred eighty (180) calendar days prior to the end of the current year of its election not to renew the Agreement. Automatic renewals may continue only to October 1, 2017, so that the expiration date of this Agreement shall be no later than September 30, 2018.

ADDITIONAL GENERAL PROVISIONS ATTACHED:  YES  NO

12. SPECIFIC PROVISIONS

- a. The USAF, at its expense, shall defend and shall indemnify and hold harmless, Massport, its members, officers and employees from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, in whole or in part arising out of or resulting from error, omission, negligence or fault by the USAF and anyone employed by it in the performance of this support agreement, limited to the restricted liability and terms and conditions of the Federal Tort Claims Act. Such obligations shall not be construed to negate or abridge any other obligation of indemnification running to Massport, which would otherwise exist. Massport shall give the USAF prompt and timely notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification hereunder.
- b. Massport, at its expense, shall defend and shall indemnify and hold harmless, the USAF, its members, officers and employees from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, in whole or in part arising out of or resulting from error, omission, negligence or fault by Massport and anyone employed by it in the performance of this support agreement. The USAF shall give Massport prompt and timely notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification hereunder.
- c. Massport shall make its live fire training facilities at Logan Airport available to Hanscom AFB Fire Department for any training required to support this Support Agreement. 1

1 (Use of said training facilities is subject to and may be limited by existing labor contracts.)

ADDITIONAL SPECIFIC PROVISIONS ATTACHED:  YES  NO

13. ADDITIONAL PROVISIONS (Use this space to continue general and/or specific provisions, as needed)

- a. **Hazardous Materials Incident Response:** USAF shall provide hazardous materials incident response, which shall include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Massport Fire-Rescue shall be notified and activated as the primary hazmat support as determined by the incident commander. If required, the Massachusetts Department of Fire Services will be notified and activated as the alternate hazmat support. Where the properties of a released material are not known, it shall be considered hazardous until proven otherwise by the Hanscom AFB Fire Department using all technical resources available. Clean up and removal of contained hazardous materials shall be the responsibility of Massport.
- b. **Initial Medical Response:** USAF shall provide initial medical response, which shall include the response to request for assistance to any person(s) who is (are) sick or injured. Hanscom AFB Fire Department personnel shall take the measures necessary to stabilize any victim(s) within the scope of their training. Hanscom AFB Fire Department does not have transport capability of patients to medical facilities. Hanscom utilizes the contract services provided by Armstrong Ambulance service to support transport needs associated with a medical response to Hanscom. Massport may develop an integrated emergency medical and public health response system, for implementation at BED, including a plan for mass casualty operations. The USAF shall cooperate in the development and implementation of that plan.
- c. **Confined Space Rescue:** USAF shall provide confined space rescue, which shall include the response to situations where person(s) are physically entrapped or incapacitated in an enclosed environment where another hazardous condition(s) exist (e.g., an unconscious person in an aircraft fuel cell, or underground manhole). Hanscom AFB Fire Department shall provide all the tools and equipment necessary to conduct the rescue operation. Medical care shall be the same as outlined above.
- d. **Aircraft Rescue and Firefighting:** The USAF, upon the request of Massport or the FAA control tower declaring an aircraft emergency, will dispatch to the scene of the emergency and maintain at the scene the respective number, type, and quantity of personnel and equipment as are appropriate to resolve the emergency, and at a minimum, the resources necessary to meet the standards prescribed by FAR Part 139, as it applies to BED as an INDEX B Airport. If BED is reclassified at a higher INDEX (currently INDEX B), the basis of this contract will need to be renegotiated before USAF can agree to support the higher INDEX rating requirements. The senior USAF fire department representative shall be in command of the emergency activities, and shall remain in command at the scene until he/she decides that the area is safe and at that time control will be turned over to Massport. Upon termination of life safety operations, command may be transferred to Massport for incidents involving non-military aircraft. Massport understands that a USAF fire emergency on Hanscom AFB takes precedence over a Massport emergency as to all USAF resources, except for the minimum guaranteed coverage, until additional fire fighting personnel become available from USAF recall or as a result of mutual aid support. The USAF agrees to provide to Massport a copy of the incident report generated by an emergency response/aircraft incident/accident. To the extent USAF ARFF resources are not responding to an emergent event on USAF property, and to the extent that the exigencies of the circumstances at BED require it, the USAF response will be greater than the minimum guaranteed.
- e. **Structural Fire Protection:** Structural fire protection shall include response to any report of fires, smoke conditions or suspicious conditions that may indicate the presence of fire. Also, included is the activation of the fire systems, sprinkler or any other suppression systems.
- f. Nothing contained in this Agreement shall be construed to delegate, assign or otherwise transfer Massport's jurisdiction over, or responsibility for, fire protection and firefighting at BED to the USAF or to any other entity or person.
- g. The USAF will maintain all applicable training records for its ARFF personnel that demonstrate that those personnel have met the training requirements under FAR Part 139. Massport may, upon reasonable notice, audit the USAF ARFF personnel training records to verify that all Federal Aviation Regulations (FAR) Part 139 training requirements have been met.
- h. The parties intend that the ARFF services provided by the USAF under this agreement shall at all times meet the standards prescribed by FAR Part 139 and FAA certification alerts and advisories, as applicable to BED as an Index B airport. Nothing contained in this agreement shall be construed to permit ARFF services below the minimum applicable FAR Part 139 standards.
- i. All equipment used by the parties in carrying out this agreement will, at the time of action hereunder, be owned by it, and all personnel acting for either party under this agreement will, at the time of such action, be an employee or volunteer member of the fire organization.

ADDITIONAL COORDINATION

I concur with the support agreement as written.

Receiver Signature and Date

[Redacted Signature]

6/14/10

ENVIRONMENTAL REVIEW: I have reviewed this agreement for Civil Engineering functional areas of responsibility and certify there is no environmental impact.

[Redacted Signature]

Signature and Date of Supplier:  
Base Civil Engineer

Signature and Date of Receiver:  
Massport Representative

[Redacted Signature]

6/14/10

SECURITY REVIEW: This agreement has been reviewed for compliance in accordance with AFI 25-201, paragraph 2.8.

[Redacted Signature]

Signature and Date:  
66 SFS Commander

3 June 10

LEGAL REVIEW: This agreement has been reviewed and found to be legally sufficient.

[Redacted Signature]

Signature and Date:  
ESC/JA

7 June 10

e. **AUTHORITY:** This agreement is entered into under the provisions of Department of Defense Instruction (DoDI) 1000.15, DoDI 4000.19, AFI 25-201, Agreement Procedures and AFI 65-601, Vol 1, Budget Guidance and Procedures. It outlines support provided to the Massachusetts Port Authority, One Harborside Drive, Suite 200 S, East Boston, Massachusetts 02128, as defined in the general provisions and attached specific provisions. None of the terms or provisions of this agreement are intended to conflict with or supersede directives or instructions from higher headquarters.

f. Reference the number in Block 1 of this form in all correspondence or telephone conversations to identify the agreement in question.

g. **ATTACHMENTS:**  
None

h. **DISTRIBUTION:**

RECEIVER - 2 copies

SUPPLIER:  
66 CPTS/CC/FMAO  
66 LRS/LGRD  
66 MSG/CE

**Intragovernmental Support Agreement - Air Force providing support to Non-Federal Activity.**

**AFI 25-201, Chap 4, para 4.3.3: INTRAGOVERNMENTAL SUPPORT AGREEMENT:** Intragovernmental service receivers will normally be charged for direct incremental costs only, as per DoDI 4000.19, para 4.6.

**AFI 25-201, Glossary, Basis for Reimbursement: Intragovernmental Support Agreement Reimbursements** are based on an incremental direct cost reimbursement policy (IDCRP) as per DoDI 4000.19. IDCRP establishes that receivers pay for costs that are measurable and directly attributable to the receiver. Common-use infrastructure costs that support the supplier and other indirect installation-driven costs are not chargeable to receivers.

**DoDI 4000.19, para 4.6:** Intragovernmental support is reimbursable to the extent that provision of the specified support for a receiver increases the support supplier's direct cost (i. e., incremental direct cost). Costs associated with common use infrastructure are non-reimbursable, except for support provided solely for the benefit of one or more tenants. Support costs that are charged to a support receiver (i. e., reimbursable cost) must be measurable and directly attributed to the receiver. Indirect costs will not be included in reimbursement charges.

The categories of support identified below are reimbursable, because they are measurable and/or directly attributable to the receiver (AFI 25-201).

Category of Support	Calculation	Basis for Estimates	Estimate Non-Reimbursable Cost	Reimbursable Cost- NOT TO EXCEED
Fire Protection	Annual	Section 11 b. And Funding Annex	\$0.00	[REDACTED]

[REDACTED]  
**Supplier's Financial Management**  
 Cherry Chrest, Financial Analyst  
 66 CPTS/FMAO, DSN 478-9566

[REDACTED]  
**Receiver's Financial Management**  
 6/14/10

10-May-2010



AMENDMENT TO SUPPORT AGREEMENT FOR AIRCRAFT RESCUE AND  
FIREFIGHTING SERVICES

This amendment ("Amendment"), is by and between the **Massachusetts Port Authority**, a body politic and corporate organized and existing in accordance with Chapter 465 of the Massachusetts Acts of 1956, as amended (the "Authority"), and **United States Air Force, 66<sup>th</sup> Air Base Group** having its principal office at 70 Chennault Street, Room 106, Hanscom Air Force Base, MA 01731-2800 ("USAF").

*WHEREAS*, the Authority and USAF entered into a Support Agreement effective as of 1 May 2008, and designated as Authority agreement No. HH-4479(A) (which may be hereinafter referred to as the "Agreement"), under the terms of which USAF is furnishing at least the minimum level of qualified Aircraft Firefighting Rescue Services ("ARFF") to L.G. Hanscom Field ("BED" or "Hanscom Field"), an Authority owned and operated facility adjacent to and continuous with Hanscom Air Force Base, as required by federal regulations for BED to maintain its FAA Part 139 certification as a commercial service airport.

*WHEREAS*, USAF is now required by OMB Circular A-11, Section 20.4(b) to collect payment in advance of services rendered, rather than in arrears, the Authority and USAF desire to amend the Agreement so that the Authority may pay USAF in advance for ARFF services.

*NOW, THEREFORE*, the Authority and USAF hereby agree to amend the Agreement as follows:

1. Article 11 – General Provisions. Section (b) is hereby deleted in its entirety and the following is inserted in its place:

"b. The component providing support in this agreement will submit statements of cost to: 66 CPTS/FMAO, 20 Schilling Circle, Hanscom Air Force Base, MA 01731-2800. For and in consideration of the above-described services during the Term (as herein defined), the Authority shall pay to the USAF an amount estimated not-to-exceed [REDACTED]

[REDACTED] The actual amount paid to USAF by the Authority shall be calculated based on projected cost, as computed quarterly on or about 1 April, 1 July, 1 October, and 1 January (the "Fee"). USAF shall submit an invoice of the Fee, calculated based on the Authority's historical payments to USAF for ARFF services. The Fee shall be paid by the Authority to USAF in advance of receiving ARFF services for the quarter. After services for the quarter have been provided, USAF shall submit to the Authority an additional invoice stating the actual cost incurred for services rendered during the quarter. To the extent that the Authority's advance payment exceeds the actual cost of services rendered for a particular quarter, the Authority shall choose whether the funds will be credited against the funds owed to USAF for the subsequent quarter or reimbursed directly to the Authority. To the

extent that the actual cost for a quarter is greater than that pre-paid by the Authority, the additional cost shall be included on the invoice submitted to the Authority by USAF for advance payment owed the subsequent quarter. During the first year of the Term (which ended September 30, 2008), the Fee shall not exceed [REDACTED]

[REDACTED] Each payment shall be made payable to the United States Treasury, and shall be delivered to the Accounting and Finance Office, Building 1305, Hanscom Air Force Base.

The Authority agrees to pay [REDACTED] for services rendered in July, August and September 2011. This amount includes the actual cost of ARFF services for July and August 2011 and the projected cost of ARFF services for September 2011. To the extent that the actual cost for ARFF services for July, August and September 2011 varies from the estimated cost, USAF shall notify the Authority of the difference and adjust the Fee for the subsequently quarter to reflect that difference.

*IN WITNESS WHEREOF*, a duly authorized signatory of each the Authority and USAF has duly executed this Amendment on the dates set forth below.

Massachusetts Port Authority

By:

[REDACTED]  
Michael A. Grieco  
Assistant Secretary-Treasurer

United State Air Force, 66<sup>th</sup> Air Base Group

By:

[REDACTED]  
Stacy L. Yike, Colonel, USAF  
Commander

Date: October 12, 2011

Date: 26 September, 2011