

d. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Moody AFB shall only respond to Lowndes County emergencies when the Installation Fire Chief determines the response will not reduce Moody AFB's capability to respond to emergencies on Moody AFB within response time standards, as defined by AFI 32-2001. Additionally, the Installation Fire Chief will ensure Moody AFB firefighters do not respond to requests that conflict with Installation Commander guidance.

(2) Automatic aid responses hereunder will be specific to vehicles, equipment and personnel dispatched and to the specific location to which the equipment and personnel are to be dispatched, but the amount and type of vehicles, equipment and the number of personnel to be furnished will be determined by the responding organization.

(3) The responding organization will operate under the policies and procedures of the authority having jurisdiction.

(4) The responding organization will report to the senior officer at the response location in charge of the authority having jurisdiction and will be subject to the orders of that official, or may be required to temporarily serve as the officer in charge until a senior officer of the authority having jurisdiction, arrives at the location to which the equipment and personnel is dispatched.

(5) The responding organization will be released by the authority having jurisdiction when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(6) HAZMAT incident response will 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. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the authority having jurisdiction using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the authority having jurisdiction.

(7) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation, the chief of the Moody AFB Fire and Emergency Services or his or her representative may assume full command on arrival at the scene of the crash.

e. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 Code of Federal Regulations Part 151), Lowndes County is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. §