

1856a, and pursuant to and in accordance with (“IAW”) any applicable state or local laws each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party. Furthermore, each Party agrees to indemnify and hold harmless the other Party from any liability that may arise from any negligent actions or omissions committed by employees or representatives of such other Party. Likewise, each Party agrees to indemnify and hold harmless the other Party from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by such other Party in providing fire protection services to such other Party, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Fire-fighting foams, chemicals, or other materials may only be used upon approval of the Lowndes County Fire Chief and Moody AFB Fire Chief. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect either Party’s obligation under this paragraph to indemnify and hold harmless the other Party from any liability that may arise from either the negligent actions or omissions committed by other Party’s employees or the use of fire-fighting foams, chemicals, or other materials by the other Party in providing fire protection services to the other Party, which obligation shall survive such termination.

(8) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Moody AFB to observe Air Force operations.

f. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

g. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement, indemnification, or being held harmless pursuant to paragraph e.

h. All equipment used by Lowndes County in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Lowndes County under this Agreement will, at the time of such action, be an employee or volunteer member of Lowndes County Fire Rescue.

i. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

j. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the