

From: COTTON, KEVIN L GS-12 USAF AETC 56 CES/CEF <kevin.cotton.2@us.af.mil>

Sent: Tuesday, April 5, 2022 6:48 AM

To: Michael Long <mlong@elmirageaz.gov>

Cc: WALLS, DARNELL S CMSgt USAF AETC 56 CES/CEF <darnell.walls@us.af.mil>

Subject: Luke AFB Fire and Emergency Services MAA (El Mirage)

Chief,

Attached is a draft copy of the Auto Aid agreement between the City of El Mirage and Luke AFB. I revised the agreement to add the indemnify and hold harmless clause back to the agreement (2). In addition, the clause stating that Luke AFB FES will not support the request or use of firefighting foam off the installation except where DoD assets are involved is still in the agreement (3). Can you coordinate with your legal office to have the review the revised agreement? Please let me know if you have any questions, thank you.

Revised Clauses:

(2) Furthermore, El Mirage Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from any negligent actions or omissions committed by employees or representatives of the United States. Likewise, El Mirage Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the El Mirage Fire Department, 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. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect El Mirage Fire Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from either the negligent actions or omissions committed by United States employees or the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the El Mirage Fire Department, which obligation shall survive such termination.

(3) Luke AFB FES will not support the request or use of firefighting foam off the installation except where DoD assets are involved and it is required for the expedient protection and mitigation of incidents involving DoD assets, life safety, and/or the preservation of property.

v/r,

Kevin L. Cotton, GS-12, DAF

Deputy Fire Chief, 56 CES/CEF

Luke AFB Fire & Emergency Services

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