

**Memorandum of Understanding  
Regarding Firefighting and Emergency Response Services**

**By and Among  
Alyeska Pipeline Service Company and the City of Valdez, Alaska**

This Memorandum of Understanding (MOU) is hereby entered into by and between Alyeska Pipeline Service Company (Alyeska) and the City of Valdez (Valdez) effective the \_\_\_\_ day of \_\_\_\_\_, 2026. The term of this MOU shall be five years from the effective date.

**Whereas**, Alyeska maintains a Fire Brigade and Technical Rescue Team (Alyeska Pipeline Fire & Rescue), a private industrial fire, rescue, and emergency response group, located within the city limits of Valdez, Alaska, in order to provide services at the Valdez Marine Terminal and other TAPS facilities in and around Valdez, and

**Whereas**, the City of Valdez maintains a Fire Department (VFD) to provide services within City limits as depicted on the attached map (Appendix A), and

**Whereas**, Alyeska and Valdez (the Parties) desire to maximize their ability to work together.

**Now, therefore**, Alyeska and Valdez agree as follows.

**SECTION I – Purpose and Context**

This MOU documents the relationship, jurisdiction, and responsibility between the Parties.

Alyeska Pipeline Fire & Rescue provides fire and emergency rescue services on the private property of TAPS, including the Valdez Marine Terminal, the TAPS Right-of-Way and other TAPS facilities and operations in and around Valdez (collectively “TAPS”).

The VFD has jurisdiction everywhere within Valdez city limits and provides emergency response services including fire protection, emergency medical services, rescue, and hazardous materials response. The responsibilities of the VFD are set forth elsewhere in various statutes, regulations, and ordinances. No attempt is made here to capture those responsibilities in this MOU or to alter them in any way.

This MOU provides the framework within which the Alyeska Pipeline Fire & Rescue may assist the VFD on emergencies other than at TAPS (See Section V. Non-TAPS Emergencies).

Alyeska Pipeline Fire & Rescue has no jurisdiction or responsibility for Non-TAPS emergencies. Alyeska may be willing to provide gratuitous emergency assistance, on a case by case basis Alyeska will assess whether conditions on TAPS, as well as other factors such as the type of assistance requested, and any other factors that may be relevant under the particular circumstances, allow it to provide Good Samaritan assistance. Alyeska’s willingness to provide Good Samaritan assistance is also predicated upon the legal protections provided by this MOU. Without these legal protections the liability risks to Alyeska may stop Alyeska from providing Good Samaritan assistance.

Alaska has Good Samaritan laws designed to eliminate legal liability risks that could dissuade Good Samaritans from providing emergency services. Depending upon the type of assistance requested these Good Samaritan laws might provide protection to Alyeska, but this cannot be assured. Valdez is willing, in

this MOU, to take the steps described herein to minimize or eliminate these risks, and to indemnify Alyeska from risks that cannot be eliminated, in order to encourage Alyeska to provide Good Samaritan assistance. By so doing Valdez can supplement its own emergency response capabilities without incurring the substantial costs of personnel and equipment that Alyeska may provide.

The City of Valdez agrees to indemnify, defend (with legal counsel approved by Alyeska) and hold Alyeska harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for, or related to, loss of or damage to property or injury to or death of persons (including without limitation property, employees and agents of Alyeska or its principals) relating to or arising from the performance of the City of Valdez and its employees under this MOU.

The Parties agree that if the Alyeska Pipeline Fire & Rescue Team provides assistance for a Non-TAPS emergency, the Alyeska Pipeline Fire & Rescue Team shall do so as a requested assistant to the Valdez Fire Department, such that Alyeska and each member of the Alyeska Pipeline Fire & Rescue Team shall, to the fullest extent allowed by law, enjoy all rights, privileges and immunities of a volunteer firefighter. This is intended to include in particular the immunities provided by Alaska Stat. § 09.65.070, and shall apply notwithstanding the fact that members of the Alyeska Pipeline Fire & Rescue Team who respond during their working hours will be paid by their employer and covered by workers compensation by their employer during the period they serve as members of the VFD.

## **SECTION II - Scope**

This MOU addresses any emergency services conducted by both Parties, including both TAPS Emergencies and Non-TAPS Emergencies within Valdez City Limits.

### **TAPS Emergencies**

If any emergency occurs within city limits that involves the TAPS pipeline, Valdez Marine Terminal, or related facilities the Alyeska Pipeline Fire & Rescue Team is trained, ready, willing and able to respond to such an emergency. Notwithstanding the jurisdiction of the VFD, depending upon the circumstances it could be that the Alyeska Pipeline Fire & Rescue Team is better situated or prepared to respond than the VFD. The VFD and Alyeska Pipeline Fire & Rescue Team will endeavor to meet from time to time to coordinate, plan, drill, evaluate, and take such other actions as they may deem necessary, appropriate or helpful to maximize preparedness for any such TAPS emergency. Specific details are discussed below in Section IV.

### **Non-TAPS Emergencies**

Alyeska Pipeline Fire & Rescue may provide assistance to the VFD under the terms of this MOU. Assistance may occur anywhere within Valdez City Limits. Specific details are discussed below in Section V.

## **SECTION III: Terms of Agreement**

1. It is agreed that the Parties will assist each other to the extent provided in this MOU.
2. It is further agreed and understood by the Parties that this MOU does not and shall not create any monetary contractual obligations between the Parties.

3. In any emergency response, the requesting Party shall have an Incident Command System in place at the time of the request. A unified command between and among the Parties shall be established upon the arrival of the requested Party.
4. Aid may be requested in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents. A request for aid shall include as much detail as circumstances and time allow.
5. Each Party shall bear its own costs for responding to requests for aid under this MOU.
6. Each Party agrees that its firefighting personnel who render assistance are covered by appropriate Statutory Workers Compensation insurance.

#### **SECTION IV: Responding to TAPS Emergencies in Valdez**

1. The VFD is bound by city ordinance and state statute to respond to emergency calls or requests for assistance at the Valdez Marine Terminal (VMT), as the facility is geographically located within the Valdez City Limits and Valdez Fire Department response area, and to those portions of TAPS located within city limits.
2. When responding to and working on the Valdez Marine Terminal property the VFD shall adhere to all state and federal regulations in regards to personnel safety, personal protective equipment, process safety management, and secure facility access. Any additional site-specific requirements pertaining to the emergency shall be communicated by the established on scene Alyeska incident command.
3. The Valdez Marine Terminal is a controlled access facility under the Maritime Transportation Security Act (33 CFR), which limits unescorted access. VFD emergency responders may, however, have unescorted access to secure areas while an emergency exists. In order to facilitate access the following condition must be met:
  - a. VFD responders will not be allowed to drive their privately-owned vehicles through the VMT Main Gate. They must park in the contractor's parking lot and await transportation to the scene in VFD Emergency Apparatus.
  - b. VFD responders must have a valid Transportation Worker Identification Card (TWIC) or agency credential such as VFD Identification Card.
  - c. Accurate accounting of all responders entering the VMT must be maintained at all times. In order to expedite access, VMT security may retain the agency credential (VFD Identification Card) and return it upon departure.
  - d. Alyeska will, as appropriate, provide an escort for VFD emergency response vehicles entering the VMT to ensure the most direct and expeditious routing to the scene of the emergency without delaying the Valdez Fire Departments response directly to the scene.
  - e. All VFD personnel, apparatus, and equipment must be accounted for at all times.
4. It is understood and agreed that the agency requesting assistance (Alyeska Pipeline Fire & Rescue) will have an Incident Command System established at the time of the request. An On-Scene Unified Command (UC) will be established upon arrival of the agency rendering assistance (VFD). On-

Scene Unified Command will consist of Alyeska Pipeline Fire & Rescue Chief, affected Alyeska Area Supervisor and/or Lead Operator, and VFD Fire Chief or designee.

5. It is understood and agreed that the VFD Fire Chief will be provided access to Valdez Marine Terminal Pre-Fire Plans, Alyeska Pipeline Fire & Rescue Operating Procedures and Organizational Statements, Valdez Marine Terminal Emergency Contingency Action Plans, and will be provided access to the Valdez Marine Terminal property for site familiarization tours and training upon request.

**SECTION V: Responding to Emergencies in the City of Valdez outside of TAPS Property Boundaries (Non-TAPS Emergencies)**

1. The VFD is bound by city ordinance and state statute to respond to any emergency calls within the Valdez City Limits and Valdez Fire Department response area.
2. Alyeska Pipeline Fire & Rescue is a private industrial fire brigade with specialized industrial firefighting and technical rescue capabilities. Alyeska Pipeline Fire & Rescue operates in accordance to specific policies which it must follow in any emergency regardless of the location.
3. Alyeska Pipeline Fire & Rescue, while not required to, may agree to respond to emergencies outside the property boundaries of the Valdez Marine Terminal, Pipeline Right of Way, or other Alyeska properties when requested and under special circumstances outlined below:
  - a. Alyeska Pipeline Fire & Rescue must be specifically requested by the VFD Fire Chief or designee. Requests can be made via telephone or radio. Alyeska Pipeline Fire & Rescue personnel may not self-dispatch to any emergency response unless imminent life threat is known or suspected. Communication with Valdez Police and Fire Dispatch center must be established prior to responding.
  - b. Valdez Marine Terminal minimum staffing requirements must be maintained at all times to remain in compliance with Oil Spill Contingency Plan Requirements, confined space rescue stand-by requirements, and internal company policies. Emergency personnel backfill must be established prior to Alyeska Pipeline Fire & Rescue responding outside Alyeska property boundaries.
  - c. Authorization from Alyeska Pipeline Terminal Director and Alyeska Pipeline Fire Chief must be obtained prior to emergency personnel and/or equipment responding outside of Alyeska property boundaries.
4. It is understood and agreed that the agency requesting assistance (VFD) will have an Incident Command System established at the time of the request. An On-Scene Unified Command (UC) will be established upon arrival of the agency rendering assistance (Alyeska Pipeline Fire & Rescue). On-Scene Unified Command will consist, at a minimum, of VFD Fire Chief or designee and Alyeska Pipeline Fire Chief or designee.
5. The Alyeska Pipeline Fire Chief or designee shall determine whether to respond in whole, in part, or to deny the request, based on a determination of what level of response can be provided, without unreasonably limiting the requested agency's abilities to meet its responsibilities on TAPS. The Alyeska Pipeline Fire Chief or designee shall promptly notify the VFD of the level of response, if any, Alyeska Pipeline Fire & Rescue will provide.

6. Declination of a request for assistance may be made at the scene of an incident at any time at the sole discretion of the Alyeska Pipeline Fire Chief or designee, for any reason, including in particular if he/ she determines that the Alyeska Pipeline Fire & Rescue personnel or equipment are being exposed to unnecessary or unreasonable risk, or if personnel do not have the training or resources required for the assignment.
7. The Alyeska Pipeline Fire Chief or designee shall coordinate any withdrawal or declination of assistance with the Unified Command to mitigate the consequences of the withdrawal or declination of the assistance. After arrival at the incident or staging area, if it becomes necessary to withdraw a portion or all such requested personnel and/or equipment, such withdrawal may be initiated at the sole discretion of the Alyeska Pipeline Fire Chief or designee.
8. Alyeska shall not be liable to the City of Valdez or any other individual or party for failure to respond to any call or for the delay, negligence, or mistake in receiving or responding to any call. This MOU shall not be interpreted as being for the benefit of any person, firm, or corporation not party hereto.
9. If the Alyeska Pipeline Fire & Rescue Team provides volunteer assistance to Valdez in an emergency, the City of Valdez agrees to defend, indemnify and hold harmless each member of the Alyeska Pipeline Fire & Rescue Team and their employers from any claims that might result from such volunteer assistance.

#### **SECTION VI - Review, Renegotiation, or Amendment**

1. Review, renegotiation, or amendment of this MOU may be initiated at any time upon written request by either Party.
2. Amendments will be submitted in writing, and may be approved by all Parties hereto, in which case they will be attached to and become part of this MOU upon execution.
3. This MOU may be terminated by Alyeska or by the legislative body of the City of Valdez at any time. Notice of any such termination shall be given by written notice to the Chief Fire Officer of the other Party and the termination shall take effect at least 30 days from the date of service of such notice.
4. In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section, or sections contained and appearing in this MOU shall be held or declared to be invalid, unlawful, or unconstitutional for any cause or reason, then it is hereby declared that the remaining such portions and provisions of this MOU shall be and remain unaffected thereby and shall remain in full force and effect.

#### **SECTION VII: Approvals**

**[SIGNATURES BEGIN ON NEXT PAGE]**

**ALYESKA PIPELINE SERVICE  
COMPANY**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Klint VanWingerden, Operations Director  
APSC Valdez Marine Terminal

\_\_\_\_\_  
Austin Love, Mayor Pro Tem

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RECOMMENDED:**

**ATTEST:**

\_\_\_\_\_  
Sean D. Wisner, Fire Chief  
Alyeska Pipeline Fire & Rescue

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Company Federal ID #: \_\_\_\_\_

**RECOMMENDED:**

P.O. BOX 196660 Anchorage, AK 99519  
Company Mailing Address

\_\_\_\_\_  
Nathan Duval, City Manager

\_\_\_\_\_  
City, State, Zip Code

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Secretary or Attest

\_\_\_\_\_  
Tracy Raynor, Fire Chief  
Valdez Fire Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Brena, Bell & Walker, P.C.

\_\_\_\_\_  
Jake W. Staser

Date: \_\_\_\_\_