

CITY OF ARDMORE
Ardmore Fire Department

Council Letter No: 5315
Meeting Date: January 18, 2022

Mayor and City Commissioners
City of Ardmore, Oklahoma

RE: Mutual Aid Agreement with Valero Refinery

Dear Commission Members:

The City of Ardmore is very fortunate to have Valero Refinery as a corporate neighbor. Not only are they one of our community's largest employers but their fire brigade also provides flammable liquids suppression capabilities and expertise that far exceed that of the Ardmore Fire Department.

A recent explosion and fire at an asphalt processing facility within the Ardmore city limits illustrated the value of the working partnership between the Ardmore Fire Department and the Valero Fire Brigade. The response of the brigade was extremely helpful in resolving a tragic situation.

Because the Valero Refinery is not within the city limits of Ardmore, discussions between the City and Valero have substantiated the need for a mutual aid agreement between the two parties in order to more efficiently provide aid to each other in emergency situations.

Therefore, the Ardmore Fire Department is requesting approval of the mutual aid agreement between the City of Ardmore and Valero Refinery.

Respectfully Submitted,



Cary Williamson, Fire Chief

Reviewed by: _____


City Manager

**City of Ardmore Fire Department
Valero Ardmore Refinery Fire Department
Mutual Aid Agreement**

This Agreement ("Agreement") is entered into as of _____ ("Execution Date"), by and between the City of Ardmore, a municipal corporation, and Valero Refining Company-Oklahoma dba the Valero Ardmore Refinery, a Michigan corporation, and is made with reference to the following:

RECITALS:

A. The City of Ardmore ("City" also referred to herein as "Ardmore") and the Valero Ardmore Refinery ("Valero") have a longstanding commitment to provide firefighting and other emergency response aid when requested by either party.

B. The Ardmore and Valero fire departments (sometimes referred to herein as "Ardmore Fire" and "Valero Fire," respectively) are recognized by the State of Oklahoma as meeting training and response requirements for fire, hazmat, and medical emergencies.

C. The Valero Fire Department maintains specialized response equipment and training to respond to hazardous materials, railcar, and technical rescue emergency situations.

D. Both fire departments from time to time participate in joint training to share skills and knowledge. In addition, there is ongoing coordination and planning for responses in the event of an emergency. Though the capabilities of the two Fire Departments may be different (Ardmore is an all risk organization, while Valero is an industrial organization that focuses primarily on petroleum fires, hazmat incidents, and technical rescue) both operate under State and National guidelines. Each party embraces the use of the Incident Command System ("ICS") to enhance the effectiveness of joint response and operations.

E. The parties desire that when a local emergency cannot be met with the equipment and personnel of either party hereto, that party may request from the other party, equipment and personnel to deal with said emergency. Each party agrees that their resources may be used as active participants in mitigating the emergency or providing emergency stand-by services.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. MUTUAL BENEFIT

Ardmore and Valero intend that this Agreement will provide mutual benefits to both parties. This Agreement provides the mutual advantage of protection afforded to each party to this Agreement by assisting in the protection of each party's people, property and other assets.

3. RESPONSE PROTOCOLS

A. Emergency Response within the City of Ardmore (inside of the Valero Ardmore Refinery)

- o Valero will immediately notify Ardmore Dispatch of any incident occurring within the refinery that requires the dispatching of Valero Fire apparatus.

- Upon notification of an incident at Valero for which Valero is requesting assistance from Ardmore Fire, Ardmore Fire will automatically be dispatched to the incident with an appropriate level of response. Responding Ardmore resources, as well as those responding from other agencies, will stage at the refinery main gate until such time as they are directed or escorted to the proper incident location. *This is considered a safety procedure and is not intended to restrict Ardmore Fire personnel from site access.*
- It is intended that incidents within the refinery will be managed under a unified command in compliance with the National Incident Management System (“NIMS”). Unified command is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

Fire or Hazardous Materials Incidents

- Ardmore has responsibility for all fire emergencies occurring within the City; however, both Valero and Ardmore have Values at Risk associated with incidents occurring within the refinery. Within the concept of emergency incident management "Values at Risk" include such things as property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.
- Under a unified command, strategies and tactics will be formulated jointly by the Valero and Ardmore Fire Departments.
- Implementation of necessary actions will take into consideration the strengths that each department brings to the incident.

Medical/Rescue Incidents

- Ardmore provides emergency medical response, including the delivery of Advanced Life Support, to all medical emergencies within the City.
- Valero Fire will provide initial response services to these types of emergencies and will transfer medical care responsibility, as appropriate, upon the arrival of Ardmore Fire.

B. Emergency Response within the City of Ardmore (outside of the Valero Ardmore Refinery)

Medical Emergencies

- Valero Fire will immediately upon request from Ardmore Fire, within Valero’s capabilities of available personnel and equipment, dispatch a first responder unit to medical emergencies outside of the refinery.
- This response would be requested in circumstances where Ardmore Fire's response is delayed due to obstructions within the response route to the areas immediately surrounding the refinery.

Structure Fires

- Valero Fire will immediately upon request from Ardmore Fire, within Valero's capabilities of available personnel and equipment, dispatch a firefighting apparatus to structure fire emergencies

outside of the refinery in circumstances where Ardmore Fire's response is delayed due to obstructions within the response route to the areas immediately surrounding the refinery.

- Valero Fire will immediately upon request from Ardmore Fire, within Valero's capabilities of available personnel and equipment, dispatch a firefighting apparatus to significant structure fire emergencies throughout the City.
- Valero Fire specializes in exterior firefighting so any assistance would be in the form of foam or large water pumping and delivery devices. Valero Fire will not participate in any interior firefighting.

Vehicle Fires

- Valero Fire will immediately upon request from Ardmore Fire, within Valero's capabilities of available personnel and equipment, dispatch a firefighting apparatus to vehicle fire emergencies outside of the refinery.
- This response would be requested in circumstances where Ardmore Fire's response is delayed due to obstructions within the response route to the areas immediately surrounding the refinery.

Vegetation Fires

- Valero Fire will immediately upon request from Ardmore Fire, within Valero's capabilities of available personnel and equipment, dispatch a firefighting apparatus to vegetation fire emergencies outside of the refinery in circumstances where Ardmore Fire's response is delayed due to obstructions within the response route to the areas immediately surrounding the refinery.
- Valero Fire will immediately upon request from Ardmore Fire, within Valero's capabilities of available personnel and equipment, dispatch a firefighting apparatus to 2nd alarm vegetation fire emergencies throughout the City.

Other Emergencies (Hazmat, technical rescue transportation incidents (tank truck rollover, etc.))

- Ardmore Dispatch will contact the on-duty Valero Shift Superintendent (24/7) and put in a request for response. Fulfillment of these requests will be made within Valero's capabilities of available personnel and equipment.

4. AFFF

After the effective date of this Agreement, a party to this Agreement shall not supply or use aqueous film forming foams ("AFFF") with C8 intentionally added ("C8 AFFF") in responding to an incident/emergency without prior written approval of the party requesting assistance. **THE COVENANT NOT TO SUE PROTECTIONS OF SECTION 7 SHALL NOT APPLY WHERE A PARTY SUPPLIES OR USES C8 AFFF IN RESPONDING TO AN INCIDENT/EMERGENCY, AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, WITHOUT PRIOR WRITTEN APPROVAL OF THE PARTY REQUESTING ASSISTANCE.**

5. RESOURCE CAPABILITY

No party to this Agreement shall be required to meet an aid request if that party's personnel or resources would be unable to meet their own fire protection and other emergency services needs if said request was filled.

6. COMPLIANCE WITH THE LAW

Ardmore and Valero shall use their best efforts to comply with all laws, regulations, decrees, codes, ordinances, resolutions and other acts of any governmental authority, as amended from time to time, including without limitation, all federal, state or local laws and regulations particularly as they affect the safety and welfare of member employees and the environment.

7. COVENANT NOT TO SUE

In consideration of Ardmore and Valero being permitted to use equipment and personnel from the other party in emergencies, Ardmore and Valero agree they will never institute any action or suit at law or in equity, of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to their personnel or property, or both, against each other or any of their respective employees, staff, or personnel acting in the scope of their employment, which the parties may acquire in the future or which may accrue to them or their heirs, assigns, administrators, executors, affiliates or successors as a result of their use of the other party's equipment and personnel during emergencies.

This Covenant Not to Sue specifically includes any loss or injury which may occur as a result of any negligent acts or omissions on the part of Ardmore, Valero, or any of their respective employees, staff or personnel acting in the scope of their employment.

Ardmore and Valero reserve all rights of action, claims and demands against any and all persons, firms or corporations not named in this Covenant Not to Sue.

8. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

9. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be administered and interpreted under Oklahoma law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Carter County.

10. THIRD PARTY CLAUSE

This Agreement is exclusive to the parties and shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties not subject to this Agreement, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this Agreement by any party shall be conclusively deemed to be for the direct protection and benefit of the party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF ARDMORE

**VALERO REFINING COMPANY-
OKLAHOMA dba VALERO ARDMORE
REFINERY**

Date: _____

APPROVED AS TO FORM:

Date: _____

APPROVED AS TO FORM:

Lisa K. Hodges, Senior Advisory Counsel