

## **CONTRACT FOR EMERGENCY RESPONSE SERVICES**

THIS CONTRACT FOR EMERGENCY RESPONSE SERVICES ("Contract") is made the \_\_ day of \_\_\_\_\_, 2025, by Archer Daniels Midland Company (ADM) and the City of Marshall, MN Fire Department (MFD) (collectively, "Parties").

WHEREAS, the MFD is a government department under the umbrella of the city of Marshall, Minnesota for the purpose of providing firefighting and other response services to the town of Marshall, Minnesota;

WHEREAS, ADM operates a corn processing facility located at 400 West Erie Road, Marshall, MN 56258 (the "Facility");

WHEREAS, ADM desires to retain MFD to perform response services as described herein in the event of a release or spill at or from the Facility which affects or has the potential to affect the Redwood River;

WHEREAS, MFD agrees to perform such services, upon the terms and conditions set forth herein;

WHEREAS, ADM has designated a Deployment Site at a location known to MFD near the Facility and the Redwood River;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Equipment**

The MFD agrees to own, maintain, and house the spill response equipment used by MFD under this Contract. See Exhibit A for list of equipment typically maintained by MFD.

### **2. Services and Preparedness**

Subject to the terms of this Contract, MFD agrees to diligently perform the following services and obligations:

- a) In the event ADM determines that a release at or from the Facility affects or may affect the Redwood River, ADM will contact the MFD by phone by dialing 911.
- b) MFD shall use its best efforts to arrive at the Deployment Site as soon as possible and within one hour from the time of notification by ADM.
- c) MFD shall provide spill response assistance until ADM's Oil Spill Response Organization (OSRO) arrives onsite.
- d) MFD shall maintain and periodically inspect its response equipment for suitability and readiness for river deployment, including at least 1,000 feet of containment boom. Containment booms shall be inspected by MFD annually.
- e) MFD shall schedule and conduct an annual boom deployment drill at the Deployment Site. MFD shall coordinate with ADM to allow ADM staff to be present at the drill.
- f) MFD shall keep a log of response training and discharge prevention meetings.
- g) ADM has the right to inspect and verify completed training by MFD.

### **3. Payment**

As compensation for the emergency response services and equipment provided hereunder, ADM agrees to pay MFD \$ 9,500 annually for the duration of this Contract. Payment shall be made by December 15

of the preceding year. In the event of termination by either party, ADM shall be entitled to a prorated refund from MFD.

#### **4. Liability and Indemnification**

The Parties to this Contract shall indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability to the extent resulting from the action or inaction of either party. Notwithstanding the above, the Parties reserve the right to retain counsel to defend their respective interests.

#### **5. Duration of Contract**

This Contract shall continue month to month until terminated as set forth below. The Contract may be amended upon prior written agreement of the Parties.

#### **6. Termination**

In the event that either entity in this Contract shall desire to withdraw or terminate this Contract, a written notice of withdrawal shall be completed and delivered to the other entity by hand delivery or certified mail with a least thirty (30) days' prior notice to the following addresses:

ADM, Plant Manager  
400 West Erie Road  
Marshall, MN 56258

Marshall Fire Department – City of Marshall  
201 East Saratoga Street  
Marshall, MN 56258

#### **7. Complete Contract**

The entities agree that this Contract is the complete agreement of the Parties and nothing further may be utilized to explain, contradict, or nullify the Contract. Each party has had ample opportunity to seek independent advice with regard to its terms. If there are to be any changes to this Contract, they shall be done in writing and signed by both Parties.

#### **Approved by the City of Marshall**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

#### **Approved by ADM**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Exhibit A

Description	Minimum Quantity
<b>Fire Department Boom Deployment Trailer Inventory – Fire Hall</b>	
Yellow Cont. Boom 50'	10
Orange Cont. Boom 50'	20
Post Pounders	3
Bouy	4
Boat/Bouy Rope (White) 100'	5
100' Poly Rope w/ Carabiners (yellow)	31
35' Poly Rope w/Carabiners (black and orange)	31
Large Tow Bridles	10
Small Tow Bridles	17
Floor Dry (25 lb bags)	2
Caution Tape 1000' roll	4
Chem Tape 60 yard rolls	3
Nitrile Gloves size 10	25
Nitrile Gloves size 9	26
Nitrile Gloves size 8	7
Tool Box w/misc hand tools	1
Giant Anchor	1
Square Shovel	1
T-posts	70
20'X30' Tarp (green)	1
600' spool of 1/2 poly rope (yellow)	1
Oversized Carabiners	2
Large Carabiners	16
8' folding tables	2
Spade Shovels	2
Sharp Shooter	1
5 LB sledge hammer	1
Waders Size 11	4
Waders Size 13	2
Life Jackets XL	4

Description	Minimum Quantity
Life Jackets Super XL	1
Life Jackets Super Large	1
Life Jackets L	1
Life Jackets M	2