

AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE SERVICE

This AGREEMENT is entered into between the **CITY of Marshall, Minnesota** (“City”) and **Flint Hills Resources Pine Bend LLC**, (“Company”) with facilities at 901 North 7th Street, Marshall, MN 56258, and shall be effective upon execution by City and Company.

WITNESSETH:

WHEREAS, City owns and maintains certain firefighting equipment, and provides certain training and compensation to professional firefighting personnel of the City’s Fire Department; and

WHEREAS, Company has provided City’s Fire Department, through grants and / or donations over the past decade of partnership, with various gear and equipment to support the health and safety of its firefighters and the citizens which they serve; and

WHEREAS, City’s Fire Department maintains a response trailer which includes containment boom for use in protecting the community in the event of a release of hazardous materials into local waterways; and

WHEREAS, Company has partnered with, and intends to continue to partner with, City’s Fire Department for joint emergency response exercises, which include the safe and effective deployment of containment boom; and

WHEREAS, Company is dependent on City’s Fire Department for safe, effective, and timely deployment of containment boom in the unlikely event of a discharge of hazardous materials into the Redwood River from Company’s facility.

IT IS THEREFORE AGREED BETWEEN CITY AND COMPANY THAT:

1. In consideration of Company having provided various gear and equipment to City’s Fire Department, City Fire Department shall continue to furnish its hazardous material response capability, specifically the deployment of containment boom within the Redwood River, either to mitigate hazards caused from any release of hazardous material originating from Company’s facility, or to exercise the deployment of containment boom at Company’s request, or as directed by any regulatory authority with jurisdiction over Company’s facility, on a first-call basis to Company.
2. City shall maintain such liability protection for its exposure hereunder as is from time to time required by applicable law. Company acknowledges the limitations of such protection and further acknowledges that Company shall have no greater right to recover against City than the right of a member of the general public served by City’s fire fighting capability.

3. This Agreement constitutes the entire agreement between City and Company on the matters which are the subject hereof, replaces all prior agreements and supersedes all negotiations, written or oral, with respect to the subject matter hereof.
4. This Agreement shall terminate (A) upon six (6) months advance written notice from one party to the other or (B) as otherwise expressly agreed in writing between the parties.
5. Notice to the City shall be to the director of Public Safety and notice to Company shall be to the Plant Manager of the facility.
6. Each of the parties hereto acknowledges having received a fully executed original of this instrument, and to have satisfied itself as to the adequacy hereof, without reliance on any representations of the other Party in that regard, express or implied, of the other party hereto. The signed instrument or counterparts thereof may be delivered or stored electronically as a photocopy (such as in .pdf format) and such copies delivered or stored electronically will be enforceable and have the same legal effect as original documents.

Dated this 12th day of October 2021.

CITY OF MARSHALL (“City”)

By _____
Mr. Robert Byrnes, Mayor

ATTEST:

By _____
Kyle Box, City Clerk

Flint Hills Resources Pine Bend LLC (“Company”)

By _____
Mr. Mark Bailey, Plant Manager