

RELEASE AND INDEMNITY AGREEMENT

This Release and Indemnity is entered into as of this 15th day of May, 2019, by and between the City of Saint Paul, a Minnesota municipal corporation, with an address of 15 Kellogg Boulevard West, Saint Paul, MN 55102, (the "City"), and Northern States Power Company d/b/a Xcel Energy, a Minnesota corporation, with an address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Xcel Energy").

WHEREAS, The City's Fire Department wants to conduct technical rescue training at Xcel Energy's Grand Meadow Wind Farm with an address of 228 Industrial Park Drive, Dexter MN 55926 (the "Site"); and

WHEREAS, the rescue training shall be limited to high angle rescue and rope access rescue training (collectively the "Training"); and

WHEREAS, the Site shall be operational in its normal scheduled capacity regardless of the Training; and

WHEREAS, Xcel Energy is willing to permit the City by and through its Fire Department to use the Site for two sessions on or about the dates of May 27-31, 2019, and June 17-21, 2019, solely for the purpose of the Training, and for no other purpose, on the terms and conditions set forth herein.

AS A RESULT, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Fire Department Responsibilities.** The City by and through its Fire Department hereby agrees as follows:
 - a. The City shall be responsible for bringing any and all participants in the Training to the Site for Training. Xcel Energy employees, officers, directors, agents, representatives or contractors shall not participate in the Training. Xcel Energy, at its sole discretion, may have personnel on Site to observe the Training.
 - b. The City shall supply any and all equipment needed or desired for the Training. The equipment used in the Training shall meet all applicable code, statute, regulation, and legal requirements. The maintenance of the training equipment shall be the responsibility of the City and not Xcel Energy. The City shall not leave any equipment at the Site beyond the duration of this agreement.
 - c. The City shall have its own safety and training related expert, director, officer, agent, representative or employee at the Site to observe the Training.
2. **Assumption of Risk and Release.** In consideration of Xcel Energy's agreement to permit the City by and through its Fire Department to use the Site for Training, the City, on behalf of itself and all of its employees and agents hereby agrees as follows:
 - a. The City assumes all risk of personal injury, death, and property damage or loss arising from any direct or indirect cause whatsoever for the duration of the Training while at the Site.

- b. The City hereby releases and discharges Xcel Energy (and all of its affiliates, directors, officers, employees, insurers, agents, successors and assigns, all of whom are collectively referred to as “Xcel Energy Entities”) from any and all claims, including but not limited to accidents, illnesses, injuries, loss or damage to personal property or any other consequences arising from or in any way related to the Training, including any negligent act or omission by any one or more of the Xcel Energy Entities.
 - c. The City acknowledges and agrees that Xcel Energy Entities assume no responsibility for any liability, damage, action, claim, expense, or injury that may occur in connection with the City’s acts or omissions prior to, during, or after performance of the Training, or for any liability, damage, or injury caused by the conduct of any third party arising from the Training.
3. **Indemnity**. The City’s agreement to indemnify Xcel Energy may be limited by applicable constitutions, statutes and case law. As such, the City shall defend, indemnify, save and hold harmless Xcel Energy Entities against all liability arising out of, or in any way connected with the Training, including but not limited to all claims, damages, penalties, forfeitures, suits, losses, and demands. This indemnification obligation includes but is not limited to payment of reasonable attorneys’ fees, settlement fees, costs of investigation and defense, expenses, and costs. This indemnification obligation shall include, but is not limited to: (1) claims for loss or damage to property or personal injuries, including death; (2) claims for remediation, natural resources damage or other environmental response costs of any kind; and (3) claims for any violation of governmental law, or regulations, arising out of, in any way connected with, or resulting from the Training. Indemnification obligations are not limited by insurance coverages.

The City further acknowledges and agrees that Xcel Energy will not provide any insurance coverage for the Training and that the City shall be responsible for, and shall procure, adequate insurance coverage against any and all hazards relating to the Training.

4. **Rules and Regulations**. The City by and through its Fire Department agrees to abide by all federal, state and local laws and regulations, as well as all Site safety policies and procedures.
5. **Miscellaneous**. This Release and Indemnity Agreement represents the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior oral or written statements, representations and understandings. This Release and Indemnity Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Minnesota. This Release and Indemnity Agreement cannot be modified or amended except in a writing signed by authorized representatives of both parties. This Release and Indemnity Agreement shall not be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that may exist under the laws of the State of Minnesota, and shall not be construed to be an agreement for the benefit of any third party and no third party shall have a right of action hereunder for any cause whatsoever.

The undersigned are authorized and directed to sign this Release and Indemnity Agreement.

CITY OF SAINT PAUL

[NAME]

[TITLE]

NORTHERN STATES POWER COMPANY, a Minnesota corporation, d/b/a Xcel Energy

Kent Larson, Executive Vice President