

A G R E E M E N T

THE AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, incorporated under the laws of the United States of America, with its principal place of business at 200 South Sixth Street Minneapolis, MN 55402 and authorized to do business in the State of Colorado (the “Bank”; this agreement, the “Agreement”).

R E C I T A L S

- A. The City wishes to procure commercial card services from the Bank.
- B. The Bank is ready, willing, and able to provide these services as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. **COORDINATION AND LIAISON**: The Bank shall fully coordinate all services under the Agreement with the Manager of Finance, (“Manager”) or, if and as directed, with the Manager’s designated supervisory persons, (collectively “Administrators.”) The Bank shall submit invoices, correspondence, pay requests, and submittals to the Administrators.

2. **SERVICES TO BE PERFORMED**:

a. As the Manager generally directs, the Bank shall diligently undertake, perform, and complete all of the services set forth on attached **Exhibit A** (the “Scope of Work” or “SOW”), to the City’s satisfaction.

b. The Bank shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM**:

a. **Initial Term**. The Agreement will commence on January 1, 2025 and will expire on December 31, 2025 (the “Initial Term.”)

b. **Renewal Terms**. The City shall automatically renew the Initial Term for up to four (4) additional one-year terms subject by appropriation of sufficient amounts for the subsequent year by City Council. The first Renewal Term shall be from January 1, 2026 to December 31, 2026; the second Renewal Term shall be from January 1, 2027 to December 31, 2027; the third Renewal Term shall be from January 1, 2028 to December 31, 2028; and the

fourth Renewal Term shall be from January 1, 2029 to December 31, 2029 (each an “Annual Renewal.”)

c. Optional Renewal Terms. The parties have the mutual option to renew the Agreement after the expiration of the final Annual Renewal Term for up to three (3) additional one-year terms upon Notice of the Manager, acceptance by the Bank, and subject to appropriation of sufficient amounts for the subsequent year by City Council. The first Optional Renewal Term shall be from January 1, 2030 to December 31, 2030; the second Optional Renewal Term shall be from January 1, 2031 to December 31, 2031; and the third Optional Renewal Term shall be from January 1, 2032 to December 31, 2032 (each an “Optional Annual Renewal”). Each Annual Renewal, or Optional Annual Renewal shall be referred to herein as a “Renewal Term”.

d. Renewal Procedures; Non-Renewal. The Maximum Payment shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Annual Term shall have been deemed to have been exercised upon the City making such appropriation and encumbrance for the next fiscal year. Absent any notice of non-appropriation or any notice delivered in accordance with this section the Agreement shall be deemed to have been renewed for the subsequent Annual Renewal or Monthly Renewal Term. The option of the City to renew for an Optional Renewal Term shall be exercised upon notice from the Manager and the City making such appropriation and encumbrance for the next fiscal year. If such appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City’s obligation to make payments to the Bank shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement.

4. COMPENSATION AND PAYMENT:

a. Fee: The Bank’s sole compensation for its services rendered and costs incurred under the Agreement from the City, including any amount retained by the Bank for recovery, shall not exceed One Hundred Thirty Million Dollars (\$130,000,000.00) for the Initial Term and

each Renewal Term for a total of One Billion Forty Million Dollars (\$1,040,000,000.00) if all Renewal Terms are effected, and those rates and fee amounts, whether paid in a charge off percentage, rebate withholding, settlement process or billed through invoice, may not exceed the rates and fee amounts set forth in **Exhibit A** unless an amendment to this Agreement and its exhibits reflect that change. The standardized terms in Exhibit A also contain language as to the fees that may be charged by the Bank, but for clarity the Bank understands and agrees that no fees may be charged or rebates retained in excess of the annual Maximum Contract Amount until an amendment to this Agreement and corresponding appropriation by City Council reflects that change.

b. Reimbursement Expenses: All of the Bank's expenses to be paid by the City are contained in the rates in **Exhibit A**.

c. Invoicing: Bank shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation if all Renewal Terms are effected shall not exceed One Billion Forty Million Dollars (\$1,040,000,000.00) (the "Maximum Contract Amount"). Bank is under no obligation to provide goods or services that would cause the Bank's fees to exceed the Maximum Contract Amount without prior revision of the amount by written agreement. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Bank beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Bank's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised

Municipal Code. The foregoing sentence is not intended to and shall not prohibit the payment of fees for the transactions as set forth on the attached payment schedule.

5. STATUS OF BANK: The Bank is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Bank nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between Bank and City.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon sixty (60) days prior written notice to the Bank. However, nothing gives the Bank the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Bank or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Bank's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. Termination for the reasons stated in this subparagraph is not an exclusive remedy, nor is failure to terminate for the reasons stated in this subparagraph a waiver of any other right or remedy.

c. Upon the City's termination of the Agreement, with or without cause, the Bank shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Bank's possession, custody, or control by whatever method the City deems expedient. The Bank shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property

of the City. The bank may retain an electronic copy of these records solely to comply with the Ban's records retention policy and applicable law. The Bank shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

e. Bank may immediately (i) suspend or cancel any Account if Bank is unable to verify the identity of the Account holder or owner of the Account, based on the Identification Information submitted to Bank, or if Bank is unable to verify providing services to an Account holder or Participant does not pose a risk to Bank of violating any applicable law, statute, or regulation; and (ii) terminate this Agreement if Bank, in its sole discretion, determines provision of services under this Agreement is counter to any existing, new, or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Bank's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Bank may require any such agent to execute a non-disclosure agreement to the extent permissible by law and acceptable to the City Auditor. Bank shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Agreement or expiration of the applicable statute of limitations. Such documents and information shall be retained in accordance with Bank's retention schedule. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Bank to make disclosures in violation of state or federal privacy laws. Bank shall at all times comply with D.R.M.C. 20-276.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of

covenant or default that may then exist on the part of the Bank. No payment, other action, or inaction by either Party when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, by either Party to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Bank agrees to maintain, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Bank shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, during any warranty period and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Bank shall provide written notice of cancellation, non-renewal and any reduction in coverage below that which is required in the Agreement to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Bank shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Bank. The Bank shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Bank may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Bank certifies that the initial certificates of insurance attached as **Exhibit B**, comply with all insurance requirements of this Agreement. The City recognizes the Bank's insurance providers may change over time without further approval of the City. Further, the Bank may increase coverages over the

minimum requirements of the without permission of the City. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Bank's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to endorsements.

c. Additional Insureds: For commercial general liability, excess/umbrella liability (if required), and auto liability, Bank's and subcontractor's insurer shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For the General Liability, Automobile Liability, and Worker's Compensation insurance coverages required under this Agreement, Bank's insurer shall waive subrogation rights against the City.

e. Subcontractors and Sub-consultants: Bank shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) maintain coverage as approved by the Bank and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation/Employer's Liability Insurance: Bank shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Bank shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Automobile Liability: Bank shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit or, alternatively, may provide Automobile Liability with lesser limits in combination with Excess or Umbrella Automobile Liability coverage so

long as combined total coverage is not less than \$1,000,000, applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. **Professional Liability (Errors & Omissions):** Bank shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts [except construction contracts for which the policy or Tail shall be kept in place for eight (8) years].

j. **Cyber Liability:** Bank shall maintain Cyber Liability coverage, with minimum limits of \$5,000,000 per occurrence and \$5,000,000 policy aggregate covering claims involving electronic computer crimes, privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

k. **Commercial Crime including Client Coverage:** Bank shall maintain minimum limits of \$1,000,000 in commercial crime coverage. Coverage shall include theft of City's money, securities or valuable property by Bank's employees, including any extended definition of employee. Policy shall include Client Coverage. The City and County of Denver shall be named on a loss submission form as their interests may appear.

10. DEFENSE AND INDEMNIFICATION:

(a) Subject to subparagraph 10(e) hereof, the Bank hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the acts or failures to act by the Bank or the Bank's subcontractors in the course of performance of the Services under this Agreement ("Claims"), unless such action or failure to act is: (i) consistent with commercially reasonable standards; and (ii) expressly permitted or required in accordance with the terms of the Agreement, pursuant to and in compliance with the express instructions of the City, and/or pursuant to instructions received by the Bank under security procedures agreed upon between the City and the Bank. Nothing in the foregoing paragraph is intended to nor shall it lessen any duty of the parties nor lessen rights the parties may have under the law, including but not limited to the Uniform Commercial Code or applicable banking regulations, except to the extent that such

laws permit the parties to vary such duties and rights by agreement and the same have been so varied by the terms of this Agreement.

(b) The Bank's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. The Bank's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) The Bank will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Bank under the terms of this indemnification obligation. The Bank shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) To the extent permitted by Colorado law, indemnification under this Paragraph shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if advised of the possibility of these damages.

(f) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations per person and per occurrence and all other rights, immunities and protections as provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq. The City cannot, and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Bank, its employees, officers, agents, or affiliates or any other person or entity whatsoever, for any purpose whatsoever regardless of any provisions to the contrary that may be contained in this Agreement. Moreover, the City, as a public fiduciary supported by tax monies, in execution

of its public trust, cannot and does not agree to waive any lawful or legitimate right to recover monies lawfully due it. Any such statement to the contrary that may be contained in this Agreement, including any Incorporated Document shall be considered null and void. The Bank agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City may have to recover actual lawful damages in any court of law under Colorado or other applicable law.

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Bank shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. ASSIGNMENT; SUBCONTRACTING: The Bank shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Manager's prior written consent, provided, however, Bank may, without the consent of the City, assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Bank or its parent), or any affiliate (of Bank or its parent) or to any other party pursuant to a merger, acquisition, consolidation, or reorganization. Any attempt by the Bank to otherwise assign its rights or obligations or subcontract performance obligations without the Manager's prior written consent will be void and, at the Manager's option, automatically terminates the Agreement. The Manager has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Bank shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee.

The Bank shall request written approval from the City to perform, or subcontract to perform, services outside the United States. The City may approve or deny such request within the City's sole discretion. Any notice or term in any Exhibit provided to the City by the Bank regarding performance outside the United States shall be deemed ineffective and void if the City has not granted prior written approval for such performance. This prohibition shall also apply to

using, transmitting, and maintaining City Data outside of the United States. “**City Data**” means all information, data, and records, regardless of form, created by or in any way originating with the City and all information that is the output of any computer processing or other electronic manipulation including all records relating to the City’s use of the Work. City Data also includes Confidential Information and Protected Information, as defined in this Agreement at Paragraph 28.

14. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Bank receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Bank lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the D.R.M.C.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. FORCE MAJEURE CLAUSE: The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder proximately caused by acts of God, flood, fire, declared war, or terrorism or other similar causes of an extreme nature not caused by or within the control of either party.

19. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Bank shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Bank shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Bank represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities or conduct that would affect the judgment, actions or work of the Bank by placing the Bank's own interests, or the interests of any party with whom the Bank has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Bank written notice describing the conflict.

20. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Bank:

Corporate Payment Systems
Mail Code EP-MN-L29C
200 South Sixth Street
Attn: Minneapolis, MN 55402, U.S.A.
Attn: CPS Contract Manager

and if to the City at:

Manager of Finance
201 West Colfax Avenue, Dept. 1004
Denver, Colorado 80202
Attn: Cash Risk and Capital Funding Division

With a copy of any such notice to:

Attn: Municipal Operations Section
Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until

actual receipt of written notification. Communications with Bank concerning disputed billings shall be made as set forth in Exhibit A.

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Bank may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Bank shall insert the foregoing provision in all subcontracts hereunder.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District or, if the jurisdictional prerequisites are met, in the U.S. District Court for the District of Colorado.

23. COMPLIANCE WITH ALL LAWS: In performing the services required of the Bank under this Agreement, the Bank shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers' Compensation Act, the "Public Deposit Protection Act" (C.R.S., Section 11-10.5-101, et seq., as amended) and all federal and state banking and tax laws. In addition, the Bank shall, from time to time, as may be requested by the City, certify in writing as to its compliance with all such matters and covenants. All certifications made in the Recitals to this Agreement are incorporated herein. The Bank shall have the duty to promptly notify the City if any certification made by the Bank hereunder becomes untrue. Because the Bank will be acting as an independent contractor, the City assumes no responsibility for the Bank's acts or failure to act.

The City recognizes that Bank complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that Bank verify certain information about customers. Bank reserves the right, at any time, to request information that may assist Bank in compliance with these laws. City agrees to provide such information as

requested by Bank, including, without limitation, information about Account Holders, to the extent permitted or required by law.

24. LEGAL AUTHORITY: Bank represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Bank represents and warrants that he has been fully authorized by Bank to execute the Agreement on behalf of Bank and to validly and legally bind Bank to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Bank or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

26. GENERAL CONSTRUCTION:

- a. The words “party” and “parties” refer only to a named party to the Agreement.
- b. Except in paragraph 3, the word “term” is to be read as if followed by the phrase “, conditions, and covenants”.
- c. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation” unless specifically qualified by words of limitation.
- d. The captions and headings set forth in the Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms.
- e. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders, including memoranda thereto, as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls. In the event of any conflicts between the language of the exhibits, the order of precedence of control among those

exhibits, from the controlling exhibit, shall be Exhibit B and Exhibit A. Further, to the extent other certain collateral documents are referenced in the exhibits, those documents are supplemental only and this Agreement controls to the extent of any conflict between the language of the Agreement and the collateral documents. Further, the City does not waive any legal rights or agree to any change in law, including the statutes of limitations under Colorado law, which may be contained in the collateral documents. The Bank expressly acknowledges and agrees with respect to the collateral documents that the City is legally able to pay only such sums as have been appropriated by City Council as set forth in Paragraph 4 of the Agreement, that the City shall not under any circumstances indemnify the Bank, and that the City has not waived any right afforded to it.

28. CONFIDENTIAL INFORMATION; OPEN RECORDS:

a. City Information: Bank acknowledges and accepts that, in performance of all work under the terms of this Agreement, Bank may have access to Proprietary Data or confidential information that may be owned or controlled by the City or the City's vendors, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Bank agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to Bank shall be held in confidence and used only in the performance of its obligations under this Agreement. Bank shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Bank would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Bank by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b Safeguarding City Confidential Information. The City has a legal obligation in agreements using data to disclose the obligations of "Third-Party Service Providers" as defined by § 24-73-103 C.R.S. to comply if required to maintain security procedures and practices consistent with §§ 24-73-101, *et seq.*, C.R.S. and the City meets its legal obligation by including this sentence.

c. Use of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement or by laws, regulations, or orders applicable to the Bank, Bank agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Bank further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to Bank any right or license to use such data except as provided in this Agreement. Bank further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

(ii) Bank agrees, with respect to the Proprietary Data and confidential information, that: (1) Bank shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Bank shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Bank shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

d. Employees and Sub-contractors: Bank will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Bank under this Agreement shall survive the expiration or earlier termination of this Agreement. Bank shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

e. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Bank is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third

parties, or for similar costs. If discrepancies are found, Bank agrees to contact the City immediately.

f. Bank's Information: The City shall endeavor, to the extent provided by law, to treat as confidential Bank application programs or any trade secrets, processes, proprietary data, and information or documentation, which has been specifically marked or otherwise delineated as "confidential" (collectively "Bank Confidential Information") constitute the valuable properties and trade secrets of Bank, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Bank a competitive advantage. The City acknowledges that computer programs and systems used in providing services to the City and all documentation related to the programs and systems constitute proprietary property of the Bank and the City shall not acquire any proprietary interest or rights therein as a result of the City's use of the services. The City agrees during the term of this Agreement and thereafter, to hold the Bank Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the services provided hereunder, and except as required by the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2003) and the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act. In the event of a request to the City for disclosure of such information, the City shall advise Bank of such request in order to give Bank the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Bank agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Bank further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Bank's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court. Upon termination of this Agreement and provided there is no active request for City disclosure, the City shall return all materials to the Bank, or if requested by the Bank destroy all copies of Bank Confidential Information.

g. **Security Breach.** If the Bank becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data, Protected Information, or other data maintained or provided by the City (“Security Breach”), the Bank shall notify the City in the most expedient time and without unreasonable delay but no less than forty-eight (48) hours. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City’s system hardware, firmware, or software characteristics without the City’s knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Bank shall be immediately followed by a written notice to the City. The Bank shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

h. **Reporting.** The Bank shall provide a written report to the City that identifies: (i) the nature of the unauthorized use or disclosure; (ii) documentation of the City data or records breached to the extent legally available; (iii) what the Bank has done or shall do to mitigate the effect of the Security Breach; and (iv) what corrective action the Bank has taken or shall take to prevent future Security Breaches. Except as expressly required by law, the Bank will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

29. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Bank’s provision of Services hereunder, the Bank shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Bank expressly acknowledges that the Bank is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Bank, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

30. INTELLECTUAL PROPERTY RIGHTS:

a. Bank Intellectual Property. Bank, or its affiliates, is the owner or licensee of any and all Intellectual Property or other proprietary right associated with Bank products and services. Except as expressly stated in the Agreement, City shall not use, copy, redistribute, publish, or retransmit any portion of Bank products or Intellectual Property without the express written consent of Bank. City shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through Bank. Nothing in the Agreement grants any ownership right to City. Bank remains the sole owner of any and all its Intellectual Property.

b. City Intellectual Property. City is the owner or licensee of any and all Intellectual Property or other proprietary right associated with City's name, trademarks and service marks. Bank shall not use, copy, redistribute, publish, or retransmit any portion of City's Intellectual Property without the express written consent of City. Bank shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through City. City remains the sole owner of any and all its Intellectual Property.

c. Software License.

(1) License Grant. Subject to City's compliance with this section, Bank grants City and any Participant a non-exclusive, non-transferrable license to use and access Accounts on Bank's or Bank's third-party licensor's software.

(2) Ownership. Bank, or its third-party licensors, retains all rights, title, and ownership of the Accounts (but not the Account data) and software, any documentation provided with the Accounts or software, and any works derived from the software or Bank or its third-party licensors' Intellectual Property. Bank asserts that the software is protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States, Canada, or other jurisdictions. Any property rights not granted in this section are reserved by Bank or its third-party licensors.

(3) Updates. Bank or its third-party licensors may, from time to time, provide updates of the software. The updates replace the software initially licensed to City, and do not constitute an additional license to use the software.

(4) Restrictions. City and Participant may not (i) reverse engineer, decompile, or disassemble the software, or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access except as provided

by Bank; (iv) disclose part or all of the software to any third parties except as explicitly authorized by Bank; (v) use all or part of the software to advise, consult, or otherwise assist any third parties except as explicitly authorized by Bank; and (vi) otherwise use the software in any manner that would compete in any way with Bank's business.

(5) Audit. City shall permit Bank reasonable access to any records, systems, or operations to ensure that City is in compliance with the license granted in this section.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Bank's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. ADVERTISING AND PUBLIC DISCLOSURE: The Bank shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Bank shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to officials of the City, including the Mayor, the Manager, City Council or the Auditor.

33. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any

written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Bank consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(BALANCE OF PAGE BLANK)

Contract Control Number:
Contractor Name:

FINAN-202368439-00
US BANK NATIONAL ASSOCIATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

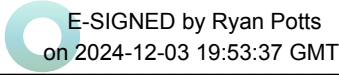
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202368439-00
US BANK NATIONAL ASSOCIATION

By:  _____

Name: Ryan Potts
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**EXHIBIT A
UNITED STATES
COMMERCIAL ACCOUNT AGREEMENT TERMS**

This United States Commercial Account Agreement Terms (“**Terms**”) is between **the City and County of Denver** a (“**Customer**”) and U.S. Bank National Association (“**U.S. Bank**”). The effective date of this Agreement (“**Effective Date**”) is the date of the Master Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in Exhibit A (Commercial Account Agreement Terms and Conditions).

Recitals

- A.** U.S. Bank is an authorized issuing member of certain Card Networks and is authorized to provide commercial charge accounts;
- B.** U.S. Bank offers commercial charge accounts and services denominated in U.S. dollars, (the “**Commercial Account Program**” or “**Program**”); and
- C.** Customer desires to utilize the Program.

Now, therefore, Customer and U.S. Bank agree to the following:

- 1. Product Selection.** Customer, and not the Account holder, is solely liable to U.S. Bank for all Obligations incurred with respect to each of the products listed below.

Please Select One or More Products	
<input checked="" type="checkbox"/> Purchasing Accounts	<input checked="" type="checkbox"/> Corporate Travel & Expense Accounts
Optional Enhancements	Optional Enhancements
Event Planner account Managed Spend account Central Billing account	Event Planner account Managed Spend account Central Billing account
Benefits*	Benefits*
Card Network Benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits <ul style="list-style-type: none"> • \$250,000 Standard Account

*Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank’s additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

- 2. Agreement Term and Commencement Date.**

Agreement Term	Commencement Date
See Section 3 (Term) of the Agreement	January 1, 2025

- 3. Rebate.** Customer may earn a rebate for the products selected in section 1 (Product Selection) above.
- 3.1. Conditions.** To be eligible for and to retain a rebate, Customer must: (i) satisfy all requirements in Table A; (ii) complete the Rebate Period in which a rebate is earned; (iii) not be subject to an uncured Customer Default at the time the rebate payment is due for such Rebate Period and (iv) in the reasonable determination of U.S. Bank, based primarily upon Customer's recent Account spend patterns, have a projected expectation of meeting the volume requirement in Table A for the next Rebate Period. If Customer fails to satisfy the requirements of this section at the time of the scheduled rebate payment for a particular Rebate Period, U.S. Bank will not be required to pay Customer a rebate payment for such Rebate Period. If Customer's final net rebate is a negative amount, Customer shall, subject to Paragraph 4 of the Master Agreement, reimburse U.S. Bank up to the amount of rebates U.S. Bank has previously paid to Customer.

Table A Requirements	
Purchase Accounts and Corporate Travel & Expense Accounts	
File Turn Day Payment Performance	≤ 34
Combined Charge Volume	≥ \$1,000,000.00

- 3.2. Rebate Calculation.** If Customer satisfies all the applicable Table A requirements for the applicable Rebate Period, U.S. Bank will calculate a rebate for the same Rebate Period as follows:
- (a) U.S. Bank will multiply the Net Standard Charge Volume by the applicable percentage on Table B (Performance Percentage) of section 4.
 - (b) U.S. Bank will multiply the Net Discount Charge Volume by the applicable percentage on Table B (Performance Percentage) of section 4.
 - (c) U.S. Bank will multiply the Net Standard Charge Volume by the applicable percentage on Table C (Net Standard Charge Volume Percentage) of section 4.
 - (d) U.S. Bank will multiply each category of the Net Discount Charge Volume by the applicable percentage for such category in Table D (Net Discount Charge Volume Percentage) of section 4.
 - (e) U.S. Bank will add the amounts arrived at in sections 3.2.(a)-(d) to arrive at Customer's gross rebate for the Rebate Period.
 - (f) U.S. Bank will apply Charge-off Adjustments and remedies, if any, to the gross rebate to arrive at Customer's net rebate for the Rebate Period

For the avoidance of doubt, Section 3.2(f) is only a component in the calculation of the rebate payable to Customer for a particular Rebate Period. It does not constitute the payment, forgiveness or netting of any Charge-offs or any other amounts due to U.S. Bank against the rebate payments due to Customer.

- 3.3. Payment.** U.S. Bank will pay Customer's net rebate within 90 days after the completion of the applicable Rebate Period. U.S. Bank will pay Customer's final net rebate within 90 days after Customer satisfies all Obligations and provides written instruction to U.S. Bank to close all Accounts. U.S. Bank may retain and will not be required to pay Customer rebate payments less than \$3,500.00. U.S. Bank will not carry forward any rebate payment less than \$3,500.00.

4. Rebate Tables.

Table B Performance Percentage					
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
34	-0.0375%	22	0.0700%	10	0.1900%
33	-0.0300%	21	0.0800%	9	0.2000%
32	-0.0225%	20	0.0900%	8	0.2100%
31	-0.0150%	19	0.1000%	7	0.2200%
30	-0.0075%	18	0.1100%	6	0.2300%
29	0.0000%	17	0.1200%	5	0.2400%
28	0.0100%	16	0.1300%	4	0.2500%
27	0.0200%	15	0.1400%	3	0.2600%
26	0.0300%	14	0.1500%	2	0.2700%
25	0.0400%	13	0.1600%	1	0.2800%
24	0.0500%	12	0.1700%	0	0.2900%
23	0.0600%	11	0.1800%		

Table C Net Standard Charge Volume Percentage	
Combined Charge Volume	Percentage
\$1,000,000.00	1.0500%
\$5,000,000.00	1.5800%
\$10,000,000.00	1.6300%
\$15,000,000.00	1.6800%
\$20,000,000.00	1.7300%
\$25,000,000.00	1.7800%
\$30,000,000.00	1.8300%
\$35,000,000.00	1.8800%
\$40,000,000.00	1.9300%
\$45,000,000.00	1.9800%
\$50,000,000.00	2.0300%
\$60,000,000.00	2.0400%
\$70,000,000.00	2.0500%
\$80,000,000.00	2.0600%
\$90,000,000.00	2.0700%
\$100,000,000.00	2.0800%

Table D Net Discount Charge Volume Percentage
0.8500%

5. **Rebate Payment Registration.** Customer shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments until Customer has registered for ACH. If Customer fails to register for ACH by the completion of a Rebate Period, Customer forfeits any

payment for that Rebate Period. Customer designates the following person to register Customer for ACH:

Rebate Payment Registration	
a) Authorized Person's Name	Maria Kraus
b) Authorized Person's Email Address	maria.kraus@denvergov.org

- 6. Interchange Rate and Federal Funds Rate.** U.S. Bank reserves the right to modify the rebate calculations or values set forth in sections 3 and 4, upon execution of an amendment reflecting the modification, in accordance with this section due to the actions of third parties. These calculations or values may be modified (i) at any time if existing interchange rates or programs are modified, or if new interchange rates or programs are developed by the applicable Card Network or (ii) at any time after the expiration of the initial Agreement Term if there has been any movement in the federal funds rate since the Commencement Date that has an effect on U.S. Bank's cost of funds. Such modifications, in either case, will apply to the then applicable Rebate Period.
- 7. Fees.** U.S. Bank may charge Customer the fees set forth below. To the extent not addressed below, U.S. Bank may also charge Customer for any fees imposed on U.S. Bank by the applicable Card Networks related to Customer's specific transactions and actions. Failure of U.S. Bank to apply any fee set forth in this Agreement at any time does not preclude U.S. Bank from ever applying such fee.

FEES	
Description	Fee
Annual Account Fee	\$0.00
Custom Card Design and Production	\$5,000.00
Cash Advance Transaction Fee	2.5% (minimum \$2.00)
Convenience Checks	
Transaction fee	2.5% (minimum \$2.00)
Returned check fee	\$15.00
Stop payment fee	\$15.00
Copy fee	\$2.00
Delinquency Fee¹	
Fee assessed on the Delinquent Amount outstanding upon the issuance of the first Statement after the Original Statement	2.5% (minimum \$2.00)
Fee assessed on the Delinquent Amount outstanding on the issuance of the second Statement after the Original Statement (and each Statement thereafter)	2.5% (minimum \$2.00)
Electronic Attachment Utility	\$12.00, annually per Account
Expedited Card Delivery Fee	\$20.00, per delivery
Foreign Transaction Fee²	1.00%
Logo Setup Fee	waived
Non-Sufficient Funds Fee	\$15.00, per occurrence
Statements	
Paper Statement fee	\$5.00, annually, per Account
Statement copy fee	\$9.00, per copy

¹ A Statement (the "Original Statement") must be paid in full prior to the issuance of the next Statement. Any amount from an Original Statement not paid in full by the issuance of any subsequent Statement is the "Delinquent Amount".

² U.S. Bank may modify the Foreign Transaction Fee upon amendment executed by Customer.

Draft copy fee	\$5.00, per copy
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8. Incorporation. The following are incorporated herein by reference as if set forth at length:

- 8.1. Recitals.**
- 8.2. Schedule 1 – Commercial Account Agreement Terms and Conditions.**

SCHEDULE 1
COMMERCIAL ACCOUNT AGREEMENT TERMS AND CONDITIONS

These Commercial Account Agreement Terms and Conditions (the “**Terms and Conditions**”) set forth the rights and obligations of Customer and U.S. Bank.

1. DEFINITIONS

- 1.1. “**Account**” means a commercial charge card, regardless of the medium, issued pursuant to the Agreement.
- 1.2. “**Billing Cycle**” means the period from the date a Statement is generated until the next Statement is generated.
- 1.3. “**Card Network**” means, as applicable, one of the following Card Networks whose marks are contained on the cards issued under the Agreement: Visa U.S.A. Inc. and Visa International, Inc., MasterCard International Incorporated or such other national card network with respect to which U.S. Bank becomes an issuer during the term of the Agreement.
- 1.4. “**Charge**” means any transaction posted to an Account that has a debit value.
- 1.5. “**Charge-off**” means any amount due and owing to U.S. Bank by Customer, or Account holders related to the Agreement that is classified as a charge-off under U.S. Bank’s then applicable accounting policies.
- 1.6. “**Charge-off Adjustment**” means the difference between Charge-offs and one-half of Charge-off Recoveries.
- 1.7. “**Charge-off Recovery**” means an amount equal to any monetary recovery related to a Charge-off.
- 1.8. “**Combined Charge Volume**” means all Charges set forth on the Statements furnished for all Accounts in the Rebate Period, less all credits, cash advances, fees, Fraudulent Charges, and chargebacks (other than those counted as Fraudulent Charges).
- 1.9. “**Corporate Liability**” means Customer is solely liable to U.S. Bank for all Obligations on corporate liability Accounts.
- 1.10. “**Discount Interchange Rate Program**” means an interchange rate program where the rates assessed on particular transactions are less than the standard rates. Subcategories subject to differentiated discount volume percentage include transactions processed on large ticket program indicators and transactions assessed at network negotiated rates, all as reasonably determined by U.S. Bank. Transactions subject to Discount Interchange Rate Programs may change from time to time without notification to Customer.
- 1.11. “**File Turn Days**” means the number of days from the date U.S. Bank funds a Charge to the date of payment, inclusive of the beginning and ending dates.
- 1.12. “**File Turn Days Payment Performance**” means the weighted average File Turn Days during the applicable Rebate Period.
- 1.13. “**Fraudulent Charge**” means a Charge that is not initiated, authorized or otherwise requested by Customer, or an Account holder and does not directly or indirectly benefit Customer, its affiliates, or an Account holder.
- 1.14. “**Identification Information**” means legal names, physical street addresses, taxpayer identification or business numbers, dates of birth, or other information or documentation required by U.S. Bank to confirm the identity of any entity or person.
- 1.15. “**Intellectual Property**” or “**Intellectual Property Rights**” means any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
- 1.16. “**Joint and Several Liability**” means Customer and the Account holder are jointly and severally responsible to U.S. Bank for all Obligations accrued on the Account.
- 1.17. “**Net Discount Charge Volume**” means all Charges set forth on the Statement furnished for the Accounts in the applicable Rebate Period that qualify for and have applied to them a Discount Interchange Rate Program (but excluding all Ultra Low Network Negotiated Volume), less credits, and net of Charge-off Adjustments for the same Rebate Period. U.S. Bank

reserves the right at any time to exclude from Net Discount Charge Volume those Charges subject to a Discount Interchange Rate Program where the interchange payable to U.S. Bank is less than or equal to rate set forth in the Net Discount Charge Volume Percentage Table for such category of Net Discount Charge Volume. All other Charges, fees, cash advances, Fraudulent Charges, and chargebacks are also excluded from Net Discount Charge Volume.

- 1.18. **"Net Standard Charge Volume"** means all Charges set forth on the Statements furnished for all Accounts in the applicable Rebate Period other than those Charges qualifying for and having applied to them Discount Interchange Rate Program, less all credits, cash advances, fees, Fraudulent Charges, chargebacks (other than those counted as Fraudulent Charges) and net of Charge-off Adjustments for the same Rebate Period.
- 1.19. **"Network Negotiated Rates"** means any Discount Interchange Rate Program pursuant to which a Card Network has negotiated a discounted interchange rate with a particular merchant (but excluding all programs giving rise to Ultra Low Network Negotiated Volume).
- 1.20. **"Obligations"** means all Charges, fees, and other activity posted to an Account.
- 1.21. **"Rebate Period"** means each 12 month period, with the first period beginning on the Commencement Date of the Agreement.
- 1.22. **"Statement"** means, with respect to one or more Accounts, a periodic listing of all Charges, fees, and payments posted to such Accounts.
- 1.23. **"Ultra Low Network Negotiated Volume"** means all Charges with Discount Interchange Rate Programs established by a Card Network with certain merchants where interchange rates are set in U.S. Bank's reasonable determination from time to time, below both the standard interchange rates or other Discount Interchange Rate Programs.

2. CREDIT PROVISIONS

- 2.1. **Financial Information.** Customer shall provide its fiscal year-end financial statements as soon as available, but not later than two hundred seventy (270) days following the end of Customer's fiscal year if such fiscal year-end financial statements are otherwise publicly unavailable. Customer shall provide additional information, upon request by U.S. Bank, regarding the business, operations, affairs, and financial condition of Customer, including reviews or audits of fiscal year-end financials performed by certified public accountants and Customer prepared quarterly financial statements. Annual Financial Information and Audited Financial Statements with respect to the City are posted at <https://www.denvergov.org/Government/Departments/Department-of-Finance/Financial-Reports/Comprehensive-Annual-Financial-Report> not later than 270 days after the end of each fiscal year. If not provided as a part of the Annual Financial Information, the Audited Financial Statements may be requested by U.S. Bank and shall be provided when available, but in no event later than 270 days after the end of each fiscal year.
- 2.2. **Credit Controls.** U.S. Bank, at its sole discretion and without prior notice, may revise any credit limits or controls associated with the Program. U.S. Bank will endeavor to provide notice to Customer of any decrease in a credit limit. Customer shall make a payment to U.S. Bank, within ten days of such notice, sufficient to reduce the Obligations to an amount equal to or less than the revised credit limit.

3. PRODUCTS

- 3.1. **Exclusivity.** Customer agrees U.S. Bank will be the sole provider to Customer of the products, and services selected in section 1 (Product Selection) of Exhibit A the Agreement. Upon request by U.S. Bank, Customer shall provide an officer's certificate to U.S. Bank, within 30 days of such request, certifying Customer were and will continue to be compliant with this section.
- 3.2. **Billing and Payment.** Customer will receive an electronic Statement at the end of Customer's Billing Cycle. Customer shall pay U.S. Bank the amount due as directed on the Statement. Customer shall pay U.S. Bank using a payment method approved by U.S. Bank. Customer shall notify U.S. Bank of all disputes regarding Charges or billings for the Program within 60 days of the Statement date, identifying the specific items and the basis for such dispute. All disputes must be submitted in accordance with the Card Network operating rules and regulations. If the amount shown as owing under an Account (other than those subject to a

bona fide dispute) has not been paid in full by the issuance of the next Statement, the Account is delinquent. U.S. Bank may suspend any Account that is delinquent. If an Account is used for Charges in a currency other than the billing currency, the amount shown on the Statement for that Charge will be shown as a single amount that is the aggregate of (i) the amount of the Charge converted, in each case at the applicable exchange rate to the billing currency from the currency in which the Charge was made and (ii) the "Foreign Transaction Fee" on such amount as set forth in Fee Schedule included in the Agreement. Due to fluctuations in foreign exchange rates, a credit may not be in the same amount as the original Charge.

3.3. Account Issuance; Liability

- (a) Account Issuance.** Customer shall only be permitted to request the issuance of Accounts in the name of the following parties: (i) in Customer's own name, (ii) in the name of any Customer employee and, (iii) in the name of any other individual provided on a temporary basis and so long as such individual has a bona fide connection to Customer (i.e. a temporary card issued to an employee candidate). Customer shall not request the issuance of Accounts for its subsidiaries (or employees of such subsidiaries). U.S. Bank may refuse to issue an Account to any party that cannot satisfy U.S. Bank's regulatory requirements referenced in the section of Exhibit A entitled Miscellaneous Provisions – Compliance with Applicable Statutes and Regulations.
- (b) Mandatory Notification.** Customer shall notify U.S. Bank, in writing, of any (i) termination of employment or contractor status of any Account holder and (ii) any actual or suspected lost, stolen, or compromised Account. Customer shall take all necessary action through the available on-line tools under the Program to terminate the Accounts of any party that would not qualify for the issuance of an Account as set forth in this Agreement. Customer is responsible for Obligations on Accounts, without regard to the type of liability, if it fails to timely take the actions set forth in the prior sentence.
- (c) Trailing Transactions.** Upon cancellation of an Account, or termination of the Agreement, Customer shall cancel the billing of all reoccurring transactions to an Account. U.S. Bank is not responsible for any reoccurring transactions Customer has failed to cancel.
- (d) Merchant Category Codes.** U.S. Bank is not responsible for Charges declined or approved, as a result of inaccurate merchant category codes used by a merchant.

4. SECURITY AND CONFIDENTIALITY

- 4.1. Security.** "Secured Information" means information regarding Accounts, passwords, personal identification numbers, and other sensitive information or Confidential Information of either party.

 - (a)** Either party may receive or otherwise have access to Secured Information and shall implement or maintain an information security program designed to (i) ensure the security, integrity and confidentiality of Secured Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Secured Information; (iii) protect against unauthorized access to or use of such Secured Information that could reasonably result in harm to the person or entity that is the owner, user or subject of the Secured Information; and (iv) ensure the proper disposal of such Secured Information.
 - (b)** U.S. Bank will maintain physical, electronic, and procedural safeguards designed to (i) maintain the security and confidentiality of Identification Information; (ii) protect Identification Information against anticipated threats or hazards to the security or integrity of Identification Information; and (iii) prevent unauthorized access to or use of such Identification Information that could reasonably result in harm or inconvenience to Customer.
 - (c)** Customer will safeguard Secured Information provided by U.S. Bank in a manner that is no less stringent than those applicable to Customer's own proprietary information.
 - (d)** At a minimum, Customer will install and maintain commercially reasonable cybersecurity defenses against any feature, routine, or device that is intended or designed to (i) disrupt the operation of any U.S. Bank owned or licensed software or system, including any timeout functionality; (ii) cause any U.S. Bank owned or licensed materials, software, or system to be destroyed, altered, erased, damaged or otherwise made inoperable; or (iii) permit any person or entity to destroy, alter, erase, damage or otherwise render inoperable

any U.S. Bank owned or licensed materials, software, or system, including, but not limited to, any cyber-attacks such as any computer virus, trap door, back door, time bomb, or malicious program. Furthermore, Customer will perform routine hygiene on its system to insure proper use of software locks, routine password checking, and CPU serial number checking.

4.2. Confidentiality.

- (a) **Confidential Information.** Each party may have access to and each party may provide to the other party information that the owner of such information regards as confidential or proprietary. "Confidential Information," in addition to the Master Agreement definition, includes information of a commercial, proprietary, or technical nature whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "confidential" or similarly marked, or information that a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information; (iv) the business, financial or technical information of each party and its respective affiliates; (v) each party's objectives, materials, financial results, technological developments and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies and other documents, whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information.
- (b) **Exceptions.**
- (i) **General Exceptions.** Confidential Information does not include information that (i) is already rightfully known to the receiving party at the time it obtains Confidential Information from the disclosing party; (ii) is or becomes generally available to the public other than as a result of disclosure in breach of the Agreement or any other confidentiality obligations between the parties; (iii) is received on a non-confidential basis from a third party reasonably believed to be authorized to disclose such information without restriction and without breach of the Agreement; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by U.S. Bank or Customer without the use of any proprietary, non-public information provided by the other party.
- (ii) **U.S. Bank Exceptions.** U.S. Bank may (i) use and disclose Customer's Confidential Information to the extent necessary to maintain compliance with Card Network operating rules and regulations; or (ii) use and disclose non-identifying data to any entity or third party to the extent that such data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such data as attributable to Customer, its affiliates, or Account holders.
- (iii) **Third Parties.** Portions of Customer's Account and transaction data are captured by third parties, including, but not limited to, the Card Network, third-party service providers, merchants, and merchant processors during the course of normal business operations. All such third parties shall not be considered an agent of U.S. Bank for purposes of this section.
- (c) **Restriction and Care.** Each party shall hold Confidential Information in confidence and disclose Confidential Information only to those employees or agents whose duties reasonably require access to such Confidential Information. Each party must protect Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, but in no event, less than a reasonable degree of care to prevent unauthorized disclosure or duplication (except as required for backup systems) of such Confidential Information. Each party shall cause its agents and employees, to hold and maintain Confidential Information in confidence, and shall only use and disclose such Confidential Information for the purpose of performing its obligations, exercising its rights, or enforcing its rights under the Agreement, or as otherwise expressly permitted by the Agreement.
- (d) **Disposition of Confidential Information.** Upon termination of the Agreement, each party shall immediately, upon election by the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that is the sole property of the disclosing party; provided, that U.S. Bank may retain particular transaction data with

respect to the Accounts as is necessary to perform its billing functions and to maintain compliance with the Card Network operating rules and regulations. Upon written request, the recipient will provide the disclosing party written certification of destruction of any Confidential Information. U.S. Bank may retain one copy of Confidential Information for archival purposes in accordance with applicable law, rule, or regulation. The receiving party shall return any Confidential Information maintained in an electronic format to the disclosing party in an industry standard format or, at the option of the owner, deleted and removed from all computers, electronic databases, and any other media.

- (e) **Compelled Disclosure.** Each party shall promptly provide, to the disclosing party, notice of any order by a court or governmental agency to disclose any Confidential Information, so the disclosing party may seek an appropriate protective order. U.S. Bank may be prohibited by a governmental agency from disclosing the governmental agency's request for Confidential Information, and under such circumstances, U.S. Bank is excused from notifying Customer of any disclosure of Confidential Information thereunder. Each party shall disclose Confidential Information only to the extent required by applicable law.
- (f) **Customer Disclosure of Confidential Information.** Customer may disclose Confidential Information or this Agreement to the extent such disclosure is necessary to comply with applicable law or any freedom of information request; provided, however, that Customer will afford such Confidential Information protection to the maximum extent permissible under applicable law or such request; provided further that in the event of any action or the filing of a lawsuit to compel disclosure, U.S. Bank agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Customer will tender all material to the court for judicial determination of the issue of disclosure. U.S. Bank further agrees to defend, indemnify and save and hold harmless the Customer, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of U.S. Bank's intervention to protect and assert its claim of privilege against disclosure, including but not limited to, prompt reimbursement to the Customer of all reasonable attorney fees, costs, and damages that the Customer may incur directly or may be ordered to pay.
- (g) **Non-Publicity.** Customer shall not make any testimonial, press release, or other public announcement regarding the Agreement or any activities performed hereunder, unless required to do so by applicable law. Customer and its affiliates shall obtain the prior written approval of U.S. Bank's Media Relations department for any marketing press release that Customer seeks to release that contains U.S. Bank's identity. Customer shall provide U.S. Bank with at least 15 business days to review and respond to any such request for approval. The foregoing does not prohibit any disclosure or factual statements that may be made in connection with any CORA or news statement in response to a request from a reporter.

5. DEFAULT

- 5.1. **Customer Defaults.** Customer will be in default upon the occurrence of any of the following events (each a "**Customer Default**"):
- (a) any violation of its obligations set forth in the section 3.1 entitled Exclusivity; section 4 (Security and Confidentiality); and paragraph 30 of the Master Agreement (Intellectual Property);
 - (b) any failure to make a payment on any Account as set forth in the section of the Agreement entitled Billing and Payment);
 - (c) reserved.
 - (d) reserved.
 - (e) any of Customer's representations made in the Agreement fail to be true and correct at any time during the Agreement;
 - (f) any violation of any other covenants, conditions, or provisions set forth in the Agreement;
 - (g) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Customer
 - (h) reserved.
 - (i) Customer's or transfer of all or substantially all of its assets; or

- (j) reserved.
- 5.2. U.S. Bank Defaults.** U.S. Bank will be in default upon the occurrence of any of the following events (each a “**U.S. Bank Default**”):
- (a) any of U.S. Bank’s representations or warranties made in Agreement fail to be true and correct at any time during the Agreement;
 - (b) U.S. Bank materially violates of any covenants, conditions, or provisions set forth in the Agreement; or
 - (c) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by U.S. Bank.
- 5.3. Cure.** Customer shall cure any Customer Default arising under section 5.1 (b) within five days after the payment became delinquent. Customer shall cure any Customer Default arising under section 5.1(a), (e) and (f) within 30 days after notice of a Customer Default. Notwithstanding the foregoing, a Customer Default under section 3.1, section 12.1 and a Customer Default arising under sections 5.1(g), or (i) shall not be entitled to notice or the right to cure and U.S. Bank may immediately terminate the Agreement as a result of any such default. U.S. Bank shall cure any U.S. Bank Default arising under section 5.2(a) or (b) within 30 days after notice of a U.S. Bank Default. U.S. Bank shall not be entitled to cure a U.S. Bank Default under section 5.2(c).
- 5.4. U.S. Bank Remedies.** Upon the occurrence of a Customer Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate the Agreement or suspend or cancel any Accounts; (ii) retain rebate and will not be required to pay Customer any rebate amounts then due pursuant to the Agreement (other than a return of prefunded amounts not applied to outstanding obligations); and (iii) demand and recover payment of any damage amount directly related to any Customer Default. If Customer violates its obligations under the Security and Confidentiality or Intellectual Property sections, in the addition to the foregoing, U.S. Bank is entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because U.S. Bank’s remedies at law may be inadequate to protect U.S. Bank against immediate and irreparable harm caused by any anticipated or actual breach of Customer’s obligations as set forth in the Security and Confidentiality or Intellectual Property sections, and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of U.S. Bank to take action upon the occurrence of a Customer Default shall not constitute a course of dealing on the part of U.S. Bank, shall not constitute a waiver of such Customer Default or prevent U.S. Bank from taking action on such Customer Default or any other Customer Default in the future. For the avoidance of doubt, the adjustment of the credit limits or controls described in the Credit Provisions section (including requiring security or prefunding) are independent rights and are not dependent upon the existence of a Customer Default.
- 5.5. Customer Remedies.** Upon the occurrence of a U.S. Bank Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Customer may: (i) immediately terminate the Agreement; and (ii) demand and recover payment of any damage amount directly related to any U.S. Bank Default. Any delay or failure on the part of Customer to take action upon the occurrence of a U.S. Bank Default shall not constitute a course of dealing on the part of Customer, shall not constitute a waiver of such U.S. Bank Default or prevent Customer from taking action on such U.S. Bank Default or any other U.S. Bank Default in the future.

6. TERMINATION

- 6.1. Termination by U.S. Bank.** In addition to any rights arising under the section in Exhibit A entitled U.S. Bank Remedies, U.S. Bank may terminate the Agreement (i) by providing sixty (60)days prior written notice of such termination to Customer upon U.S. Bank’s determination that the relationship under the Agreement or any related agreements entered into by U.S. Bank or its affiliates with Customer or its affiliates is unprofitable or (ii) immediately upon written notice to Customer, if there has been no material activity on Accounts for any 12 consecutive month period.

- 6.2. Regulatory Suspension and Termination.** U.S. Bank may immediately, (i) suspend or cancel any Account if U.S. Bank is unable to verify the identity of the Account holder or owner of the Account based on the Identification Information submitted to U.S. Bank, or if U.S. Bank is unable to verify that providing services to an Account holder does not pose a risk to U.S. Bank of violating any applicable law, statute, or regulation; and (ii) terminate the Agreement if U.S. Bank, in its sole discretion, determines the provision of any of the services under the Agreement is counter to any existing, new, or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

7. INTELLECTUAL PROPERTY

[Intentionally Omitted]

8. REPRESENTATIONS.

- 8.1. Mutual Representations.** Each party respectively represents and warrants, at all times during the Agreement, that:
- (a) The Agreement constitutes a valid, binding, and enforceable agreement of itself;
 - (b) The execution of the Agreement and the performance of its obligations under the Agreement are within its corporate powers; has been authorized by all necessary corporate action; and does not constitute a breach of any agreement between itself and any other party;
 - (c) It shall comply with all requirements of the Agreement;
 - (d) It complies with all applicable state, provincial, territorial and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities (collectively, "**Governmental Regulations**") related to the Agreement and its execution and performance of the Agreement will not contravene any Governmental Regulations applicable to it; and
 - (e) It possesses the financial capacity to enter into the Agreement and perform all of its obligations under the Agreement.
- 8.2. Customer Representations.** Customer represents, at all times during the Agreement, that:
- (a) Customer shall use Accounts, and shall instruct its Account holders to use Accounts, solely for Customer's business purposes;
 - (b) The material information provided by Customer to U.S. Bank is true, complete, and accurate; and
 - (c) The consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of the Agreement, or if any such third-party consent or approval is required, Customer has obtained any and all such consents or approvals.
- 8.3.** Customer represents that it has received any and all necessary consents from Account holders (i) prior to providing U.S. Bank with any Account holder Identification Information and (ii) authorizing the recording of information for quality assurance, authentication and security when an Account holder contacts U.S. Bank concerning their account. U.S. Bank or its third party service provider may desire to send communications, including autodialed, pre-recorded or artificial voice messages, SMS text messages, and/or other electronic messages to Account holders related to servicing Customer's Accounts. Examples of such communications include reminding Account holders that a payment has not been received by U.S. Bank, or to provide other information related to the Account holder's Account such as potential or actual fraud, identity theft, data security alerts or other transactional messages (collectively, "**Transactional Messages**"). By requesting an Account to be established for an Account holder, Customer represents to U.S. Bank that it has obtained such Account holder's express consent to receive Transactional Messages from U.S. Bank or its third party service provider to the telephone number(s) (landline or wireless) or email addresses provided by Customer or such Account holder to U.S. Bank in connection with establishing the Account for the Account holder, whether or not such messages result in charges imposed by a communications provider.
- 8.4. Except as expressly provided herein, U.S. Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Customer or to any other**

person or third party, with respect to the Program provided by U.S. Bank or its representatives, or with respect to U.S. Bank's Account management software made available by U.S. Bank to Customer or any other person for its use, in connection with the Agreement and any services thereunder.

9. [Intentionally Omitted]

10. **ASSIGNMENT AND TRANSFER.** Customer shall not assign or otherwise transfer or delegate its rights, obligations, or duties under the Agreement without U.S. Bank's prior written approval at its sole discretion.

11. **MISCELLANEOUS PROVISIONS.**

11.1. **Compliance with Applicable Statutes and Regulations.** The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under the Agreement, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada and U.S. Bank's policies related thereto. U.S. Bank may require Identification Information for Customer, its affiliates, and any authorized signers, beneficial owners, Account holders or directors of Customer. Customer shall promptly provide any such required Identification Information to U.S. Bank.

11.2. **Other Agreements and Regulations.** Customer shall comply with, and shall cause its Account holders to comply with the following regulations and terms and conditions to the extent applicable to the Program or the products and services provided pursuant to the Agreement:

(a) **Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules, Guidelines of the Canadian Payments Association (Payments Canada) operating rules and guidelines, or any related or successor operating rules;

(b) **Card Network Operating Regulations.** Card Network operating rules and regulations; and

(c) **End User Agreements.** Each Account holder may receive and must agree to any and all applicable Cardholder Agreement, Account holder Agreement, Privacy Agreement, or End User License Agreement that governs the use of an Account (collectively, the "End User Agreements"). U.S. Bank may amend the End User Agreements from time to time without notice to the Account holder. U.S. Bank will provide Account holders with notice of any material change to the End User Agreements. For clarification, Customer's compliance with End User Agreements will not be in violation of applicable Colorado state law and to the extent such End User Agreements conflict with Colorado state law, Colorado state law shall control.

11.3. **Precedence of Terms.** In the event of a conflict or inconsistency between the Agreement and these Terms and Conditions, the Agreement will control only to the extent necessary to resolve any such conflict or inconsistency.

11.4. **Cumulative Remedies.** Except as expressly provided elsewhere in the Agreement, each party's rights and remedies under the Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

11.5. **Interpretation of Terms.** The parties expressly agree that the Agreement will not be construed more strongly against either party, regardless of which party is more responsible for its preparation. The Agreement constitutes the entire agreement between the parties, concerning the matters addressed herein, and cancels and supersedes any prior agreements, undertakings, declarations, or representations, written or verbal, in respect thereof.

11.6. **Set-Off.** Subject to Paragraph 4 of the Master Agreement, U.S. Bank may set-off any amounts Customer owes to U.S. Bank pursuant to this Agreement against any unpaid rebates that would otherwise be paid. U.S. Bank shall make the determination of the amount to be paid to the Customer under the rebates formula less any amounts that are outstanding from the Customer.

11.7. Delegation. To the extent necessary to provide the Program, U.S. Bank may delegate its duties herein to one or more third parties without Customer's consent or approval, so long as U.S. Bank remains responsible for the conduct of and payment to any such third parties and so long as no Customer data is transmitted outside of the United States.

EXHIBIT B

(exhibit follows)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 612-333-3323 Brown & Brown Insurance Services, Inc. 901 Marquette Avenue Suite 1800 Minneapolis, MN 55402 USA	CONTACT NAME: Dawn Heinemann and Melody Kronbach PHONE (A/C, No. Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dawn.heinemann@bbrown.com																					
INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street EP-MN-L20I Minneapolis, MN 55402 USA	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>OLD REPUBLIC INS CO</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	OLD REPUBLIC INS CO	24147	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 751504104

REVISION NUMBER: 1

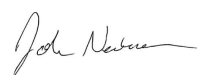
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MWZY31397924	08/01/24	08/01/25	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		MWTB31397724	08/01/24	08/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	MWC31397624	08/01/24	08/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Automobile Liab.			MWZX31398124	08/01/24	08/01/25	LIMIT \$ 4,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City and County of Denver, its elected and appointed officials, employees, and volunteers are additional insured as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

CON City & County of Denver 201 West Colfax Avenue Denver, CO 80204 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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ddebuhr
751504104



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MARSH USA LLC 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME: Marsh U.S. Operations & Technology PHONE (A/C. No. Ext): 866-966-4664 E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com	FAX (A/C. No.): 212-948-5382	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED U.S. BANCORP AND ITS SUBSIDIARIES 200 S. 6TH STREET EP-MN-L211 MINNEAPOLIS, MN 55402	INSURER A : Indian Harbor Insurance Company		36940
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES**CERTIFICATE NUMBER:**

CHI-010783831-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
A	ERRORS & OMISSIONS			US00122494BL23F	11/15/2023	11/15/2024	Aggregate Limit:	10,000,000
A	FI BOND (CRIME)			US00122494BL23G	11/15/2023	11/15/2024	Aggregate Limit:	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
 City & County of Denver
 201 West Colfax Avenue
 Denver, CO 80204
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: _____		
	PHONE (A/C. No. Ext): 8662837122	FAX (A/C. No.): 8003630105	
E-MAIL ADDRESS: _____			
INSURED U.S. Bancorp EP-MN-L201 200 S. 6th Street Minneapolis MN 55402 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570109340407 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N N/A						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Cyber Liability			EONG25602894008 Claims Made - Third Party SIR applies per policy terms & conditions	11/15/2023	11/15/2024	Aggregate Limit	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City & County of Denver Attn: Bill Riedell 201 West Colfax Avenue Denver CO 80204 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570109340407

Certificate No :





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Minneapolis.CertRequest@marsh.com Fax 212-948-0114 CN102649603--ECCP-24-25	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED U.S. BANCORP AND ITS SUBSIDIARIES 200 S. 6TH STREET EP-MN-L211 MINNEAPOLIS, MN 55402		INSURER(S) AFFORDING COVERAGE INSURER A : SEE ATTACHED*	NAIC #
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:**

CHI-010827992-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Electronic and Computer Crime			See Additional Page	11/15/2024	11/15/2025	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver
 Attn: Bill Riedell
 201 West Colfax Avenue
 Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC		NAMED INSURED U.S. BANCORP AND ITS SUBSIDIARIES 200 S. 6TH STREET EP-MN-L211 MINNEAPOLIS, MN 55402	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Carrier: Indian Harbor Insurance Company
 Policy Number: US00122494BL24ECC
 Policy Term: 11/15/2024 - 11/15/2025
 Limit: \$10,000,000

Carrier: National Berkshire Hathaway Specialty Insurance Company
 Policy Number: 47-EPF-303094-09
 Policy Term: 11/15/2024 - 11/15/2025
 Limit: \$10,000,000