

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT**

**NON-EXCLUSIVE LICENSE AGREEMENT
Peña Station: Grading, Streets, and Infrastructure**

THIS LICENSE AGREEMENT (“Agreement”) is entered into as of the date stated on the City’s signature page below by and between the **CITY AND COUNTY OF DENVER, on behalf of its Department of Aviation (“City” or “Grantor”)**, and **AVIATION STATION NORTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District” or “Grantee”**).

WHEREAS, the City owns, operates and maintains the Denver Municipal Airport System, which includes Denver International Airport (“**DEN**”), and certain DEN property lies east of and adjacent to the Peña Boulevard commuter rail station, just north of 56th Ave. as shown on the attached **Exhibit C** (“**DEN Property**”); and

WHEREAS, Grantee desires to construct and maintain grading, streets, utilities, and associated public infrastructure, as more particularly described on the attached **Exhibit B** (“**Pena Station Improvements**”) on a portion of the DEN Property (the “**License Property**”), as indicated on the attached **Exhibit A**; and

WHEREAS, the City, acting by and through its Board of Water Commissioners, (“**Denver Water**”) owns and operates a municipal water supply system that provides water for the inhabitants of the City, and the City and Denver Water will enter into an Interagency Agreement defining the rights and obligations of the City and Denver Water for the potable and non-potable water system on the DEN Property (“**Water Agreement**”); and

WHEREAS, the Grantee is qualified and ready, willing, and able to complete the Peña Station Improvements;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PERMITTED ACTIVITIES. “**Permitted Activities**” shall mean construction, installation, and maintenance of the Peña Station Improvements described in Exhibit B and shown in Exhibit A, and include the following: (i) general construction traffic access, ingress, and egress; (ii) stockpiling and grading of soil and fill; (iii) maintenance and use of such stockpiled and graded soils; (iv) construction and maintenance of streets, public utilities, and infrastructure; (v) inspection of the Peña Station Improvements; and (vi) installation and maintenance of stormwater management controls as set forth in the District’s SWMP Permit.

2. GRANT OF LICENSE.

A. Grantee wishes to obtain authorization for itself, its employees, contractors, subcontractors, invitees, successors, and assigns (collectively, “**Grantee’s Parties**”) to use the License Property for the Permitted Activities, subject to the requirements set forth in this

License. The City hereby grants to Grantee a **non-exclusive license** for the sole purpose of conducting the Permitted Activities within, across, and under the License Property generally depicted on **Exhibit A**.

B. Grantee shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation, electrical, sewer, water, and other utilities. The City shall make information available to Grantee regarding any subsurface structures, pipelines or cables that the City has knowledge of, but the City is not under a duty to inspect for the precautions to avoid damage to, or injury from, such utilities. Grantee agrees to be solely responsible for any such damage to or injury from, any such utilities on the City's property which result from the Permitted Activities conducted by Grantee as specified herein.

C. The City specifically reserves the right to allow access to the License Property by Denver Water, Xcel Energy, and the City's contractors and others with the permission of the City.

D. All costs and expenses of the Permitted Activities conducted by Grantee under the Agreement, and of all work related thereto conducted by, through or under Grantee, shall be at no cost to the City's Department of Aviation ("**DEN**"), except as may otherwise be specifically provided in the "**Intergovernmental Agreement Regarding Peña Station Area Improvements**", Contract No. 20150179, and the "**Additional Project Improvements Reimbursement Agreement- Aviation Station North Metropolitan District No. 1**", Contract No. 201521615, both dated May 22, ("**Peña Station IGA**"), and the Operations IGA, as defined in the Peña Station IGA, and any other separate agreement between Grantee and the City.

E. Grantee agrees to promptly pay when due all bills, debts, and obligations incurred by it in connection with its Permitted Activities on City property hereunder, and not to permit the same to become delinquent, and to suffer no lien, mortgage, judgment, or execution to be filed against the DEN property or improvements thereon.

F. Prior to the commencement of any construction or installation, Grantee shall obtain and pay for all required building permits and other governmental approvals. During the term of this License, (i) Grantee shall maintain all necessary permits for construction stormwater discharges related to construction activities on the DEN Property; and (ii) DEN shall provide sufficient access and operational control to the Grantee over the DEN Property to implement the stormwater management plan.

3. **CONSTRUCTION.**

A. DEN also grants a temporary non-exclusive access permit for the purpose of constructing the Peña Station Improvements on and over the Property outside the License Property for a period commencing upon execution of this Agreement and terminating automatically upon the completion of the Improvements on the License Property.

B. The District shall install the Peña Station Improvements in accordance with the requirements of the Peña Station IGA.

C. **Water Facilities.** Water conduits, mains, service lines, valves, vaults, manholes, and related infrastructure required for water delivery on DEN property shall be constructed in

accordance with Denver Water's engineering standards, operating rules, and water sales requirements for potable and non-potable water.

D. Upon completion of the Peña Station Improvements, District shall furnish to DEN a set of as-constructed drawings in a form acceptable to DEN; payment, contractor's affidavits, and full and final waivers of all liens for labor, services, or materials shall be documented as required in the Peña Station IGA. District shall include in its agreements with its contractors provisions to defend and hold harmless City and the License Property as required the Peña Station IGA.

4. **BONDS.** Prior to commencement of any construction of improvements on the DEN Property, Grantee or its contractors shall furnish bonds to DEN assuring 100% performance and labor and material payment of Grantee's construction activity in the amount of 100% of the construction contract price. Such bonds shall guarantee prompt and faithful performance of construction contract and prompt payment to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by said contractors, subcontractors and suppliers in the prosecution of the work provided for in Grantee's construction agreements and shall protect the City from any liability, losses or damages therefrom. Permittee shall furnish a copy of such bonds to the Chief Executive Officer or her designee. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado.

5. **TERM.** Subject to the provisions hereof, the privileges granted herein shall commence upon execution of this Agreement by all parties. This Agreement shall not be terminated unless and until the agreement is cancelled or terminated as set forth in paragraph 8 below.

6. **RETAINED RIGHTS OF THE CITY.** The City reserves the right of use and occupancy of the DEN Property, subject to the rights granted herein, provided that the City shall not unreasonably interfere with Grantee's exercise of the rights granted hereunder. The City reserves the right to use any improvements constructed in connection with Grantee's exercises of its Permitted Activities for itself and its tenants, Grantees, contractors, designees, successors, and assigns, and for public purposes. The rights and privileges granted herein are subject to existing utilities, prior easements, rights-of-way, and other matters affecting title, and any needed FAA approvals or requirements. Construction and/or operation and maintenance and use by Grantee of the improvements constructed pursuant to the Permitted Activities shall be in such a manner as to not unreasonably conflict with the rights or obligations of the City, or others with existing rights to use the License Property, nor to interfere with the operations by the City with respect to such rights or obligations, nor to endanger lives and the safety of the public. City specifically reserves for itself and other assignees of City, without limitation, the right to cross the DEN Property, the right to place equipment or other utilities above, across and within the DEN Property, and all rights which do not unreasonably interfere with Grantee's use of the License Property

7. **MAINTENANCE.** Except as may otherwise be specifically provided in the Peña Station IGA, the Operations IGA, and the O&M Matrix as defined in the Peña Station IGA, as well as any other agreements between the City and Grantee, and the Water Agreement, Grantee shall be responsible for the maintenance of all grading, streets, utilities, infrastructure, and

SWMP controls installed pursuant to and constructed in connection with the Permitted Activities, and will maintain and restore all damage to the City's property.

8. TERMINATION.

A. Termination upon Execution of Operations IGA. This license and the rights granted herein shall automatically terminate for any portion of the DEN Property subject to a fully executed Operations IGA and/or a Memorandum of Understanding between DEN and the Department of Public Works, which documents shall govern future access to such portions of the DEN Property.

B. Termination due to FAA request or requirement. The parties understand and agree that all activities on the DEN Property, by any person, entity, or party, are subject to the regulation and control of the Federal Aviation Administration ("FAA"). Any portion or all of this Agreement may be terminated upon 30 days' notice if the FAA requests or requires the City to do so.

C. The parties will cooperate to execute any documents necessary to terminate or reflect the termination of this license. Upon termination of this Agreement, the use of the Permitted Activities shall be controlled by the City's Charter, ordinances, regulations, and any other easements, licenses, permits or any other agreements between the Parties.

9. RESTORATION. Upon termination of this Agreement for any reason other than Section 8.A above, Grantee shall restore the License Property to a condition in accordance with the construction plans for the Peña Station Improvements as previously approved by the City, including, as may be determined necessary by DEN, the removal of the Permitted Activities that are not in use at that time, and any property of the Grantee. If Grantee fails or neglects to remove said property and also restore the License Property, then such property of the Grantee shall become the property of the City without compensation and no claim for damages against the City, or its officers or agents, shall be created by or made on account of such removal and restoration.

10. DAMAGE TO CITY PROPERTY. Any property of the City damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of DEN, or in lieu of such repair or replacement, Grantee shall, if so required by DEN, pay to the City money in an amount sufficient to compensate for the loss sustained by the City by reason of damage to or destruction of City property. Any property of the Grantee damaged or destroyed by the City incident to the City's exercise of its rights reserved hereunder shall be promptly repaired or replaced by the City, subject to appropriation if required, or in lieu of such repair or replacement, City shall pay to Grantee, money in an amount sufficient to compensate for the loss sustained by the Grantee by reason of damage to or destruction of Grantee property.

11. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS. Grantee, in conducting any activity on the DEN Property, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of

Hazardous Materials to the environment. For purposes of this Agreement, the term “Hazardous Materials” means substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a “hazardous waste,” “hazardous material,” “hazardous substance,” “pollutant” or “contaminant” and including, without limitation, those designated as a “hazardous substance” under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a “hazardous substance” under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

Grantee shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements relating to Grantee’s use of the DEN Property. The Grantee agrees to notify the Chief Executive Officer of the Department of Aviation, Airport Office Building, 8500 Pena Boulevard, Denver, Colorado 80249-6340, (303) 342-2200, immediately if, during the course of the Work pursuant to this Agreement, Grantee encounters any visible, odorous, or otherwise recognizable contamination of the DEN Property (“Existing Contamination”). The City will, upon notification, perform reasonable and appropriate sampling and analysis of such Existing Contamination. The Grantee shall proceed with the Permitted Activities at other locations on the License Property until the City has completed testing and/or remediation, if any, of the area in question.

12. INSURANCE. The Grantee shall obtain and keep in force during the entire term of this Agreement, insurance policies as described in the form of insurance certificate, attached to this Agreement as **Exhibit D** and incorporated herein. The certificate specifies the minimum insurance requirements the Grantee and any of its contractors must satisfy in order to perform work under this Agreement.

Each such policy or certificate shall contain a waiver of subrogation in favor of the City and further provide that any coverage afforded to the City as additional insured shall apply as primary insurance and other insurance issued to the City shall apply as excess and noncontributing insurance. Grantee shall be solely responsible for payment of any and all deductibles on issued policies. City shall have the right to verify or confirm, at any time, all coverages, information or representations contained herein and the insured and its undersigned agent shall promptly and fully cooperate in any such confirmation or verification the City may elect to undertake. Advice of renewal is required. Unless a period is specified, the City requires that the insured keep all covenants herein in full force and effect until this Agreement is terminated or expires.

The above referenced insurance may be increased in the reasonable judgment of the City’s Risk Administrator.

13. INDEMNIFICATION BY GRANTEE.

A. **General.** To the fullest extent permitted by Colorado law, Grantee shall and shall require its contractors working on the DEN Property to indemnify, protect, and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and

expenses caused by, arising out of, or resulting from bodily injury and property damage or arising out of or in any way related to any claim made regarding Grantee or any of Grantee's Parties as a result of this Agreement (“**Claim**”).

B. Nothing herein shall be construed as a waiver of the protections afforded by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et. seq.*, as amended.

C. Grantee's duty to defend and indemnify Grantor shall arise at the time written notice of the Claim is first provided to Grantor regardless of whether suit has been filed.

D. Grantee shall control defense of such Claims and Grantor shall provide reasonable cooperation to Grantee. Grantee will defend any and all Claims that may be brought or threatened against Grantor and will pay on behalf of Grantor any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of Grantor shall be in addition to any other legal remedies available to Grantor and shall not be considered Grantor's exclusive remedy.

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

F. This defense and indemnification obligation shall survive for three (3) years after expiration or termination of this Agreement.

G. **Environmental.** In the case of the release, spill, discharge, leak, disturbance or disposal of Hazardous Materials as a result of Grantee's or its contractor's, subcontractor's, agent's and representative's activities on the DEN Property, Grantee shall immediately control and diligently remediate all contaminated media to applicable federal, state and local standards. Grantee shall reimburse the City for any penalties and all reasonable costs and expenses, including without limitation, reasonable attorney's fees incurred by the City as a result of the release or disposal by Grantee or its contractors, subcontractors, agents and representatives of any Hazardous Materials on the DEN Property. Grantee shall also immediately notify the City in writing of the release, spill, leak, discharge or disturbance of Hazardous Materials and the control and remediation response actions taken by Grantee, and any responses, notifications actions taken by any federal, state or local agency with regard to such release, spill or leak. Grantee shall make available to the City for inspection and copying, upon reasonable notice and at reasonable times, any requirement under this Section. If there is a requirement to file any notice or report of a release or threatened release of any Hazardous Materials at, on, under, or migrating from the DEN Property, Grantee shall provide copies of all results of such report or notice to the City. The provisions of this section shall expressly survive the termination of this Agreement.

H. At the City's reasonable request, Grantee shall conduct testing and monitoring as is necessary to determine whether any Hazardous Materials have entered the soil, groundwater or

surface water on or under the DEN Property due to Grantee's use or occupation of the DEN Property. Grantee shall provide copies of all results of such testing and monitoring to the City.

14. NOTICES. Any notices or demands provided for herein shall be in writing and shall be deemed effectively given or made (i) immediately when served personally upon the party to be notified, (ii) immediately upon confirmation of facsimile transmission to the party to be notified if on a business day and given before 5:00 p.m. local time in the time zone of the recipient (or on the next business day if given after 5:00 p.m. on a business day), (iii) three (3) business days after being sent to the party to be notified by United States registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after being sent to the party to be notified by reputable overnight courier, prepaid, return receipt acknowledged, all of the foregoing (i) through (iv) to the address, or facsimile number, as applicable, of such party set forth below or to such other address as such party may last have designated by notice hereunder:

City: Aviation Chief Executive Officer
Denver International Airport
8500 Pena Boulevard, Ninth Floor
Denver, Colorado 80249-6340

with a copy to: Airport Legal Services, Chief Counsel
Denver, International Airport
8500 Pena Boulevard, Ninth Floor
Denver, Colorado 80249-6340

to the District: Aviation Station North Metropolitan District No. 1
c/o Special District Management Services, Inc.
Attn: Lisa Johnson
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Phone: (720) 214-3965
Fax: (303) 987-2032
Email: ljohnson@sdmsi.com

with a copy to: McGeedy Sisneros, P.C.
Attn: MaryAnn McGeedy
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: mmcgeady@mcgeadysisneros.com

Rejection or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of notice as of the date such notice was deposited in the mail or delivered to the courier or transmitted via confirmed facsimile. When used in this Agreement, a "business day" shall mean a weekday which is not a federal or State of Colorado holiday.

15. COMPLIANCE WITH LAWS. All persons or entities utilizing the License Property pursuant to this Agreement must observe and comply with any applicable provisions of the Charter, ordinances and rules and regulations of the City, including, to the extent they apply to Grantee's activities on City property: the City's Prevailing Wage Ordinance, D.R.M.C. Sections 20-76 *et seq.*, and the City's M/WBE program requirements, D.R.M.C. Sections 28-51 to 28-84, and with all other applicable City, Colorado, and federal laws. Grantee agrees to pay any and all fines, assessments and fees related to its work under this Agreement.

16. PROMPT PAY. For all work on the License Property, Grantee is subject to D.R.M.C. Section 20-112 wherein Grantee is to pay its subconsultants in a timely fashion. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

17. NON-EXCLUSIVE LICENSE. The rights of the Grantee hereunder are non-exclusive to the Grantee and shall not constitute an interest in real property and shall not run with the land. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their successors and assigns. Rights under this Agreement may be assigned by Grantee, and Grantor shall convey the License subject to the rights granted herein, to representatives of the following entities: (a) MidFirst Bank; (b) The Estate of Karl D. Smith; (c) SMT Investors Limited Partnership; (d) Urban Drainage and Flood Control District; (e) Denver Water; (f) Xcel Energy; (g) Comcast; or (h) the District Owner's Representative.

18. VENUE. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver. For the resolution of any dispute arising hereunder, venue shall be in the courts of the City and County of Denver, State of Colorado.

19. SEVERABILITY. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES. This Agreement is subject and subordinate to terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the development of the City's airport system.

21. BOND ORDINANCES. This Agreement is in all respects subject and subordinate to any and all City applicable bond ordinances for the City's airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

22. NONDISCRIMINATION. In connection with the performance of work under this Agreement, Grantee may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variation, marital

status, or physical or mental disability. Grantee shall cause the foregoing to be inserted in all subcontracts hereunder.

23. FINAL APPROVAL. This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver.

24. SUBJECT TO APPROPRIATION. Any obligation of the City or the District under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the Denver City Council or the District's Board of Directors, as appropriate, and encumbered for the purposes of this Agreement on an annual basis. The financial participation of DEN and the City provided in this Agreement shall derive solely from the enterprise funds controlled by DEN and not from the General Fund or any other funds of the City.

[END OF AGREEMENT; SIGNATURE PAGES AND EXHIBITS FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PLANE-201523948-00

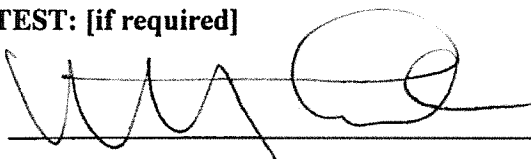
Contractor Name: Aviation Station North Metro District No. 1

By:  _____

Name: FERNANDO BELZ
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

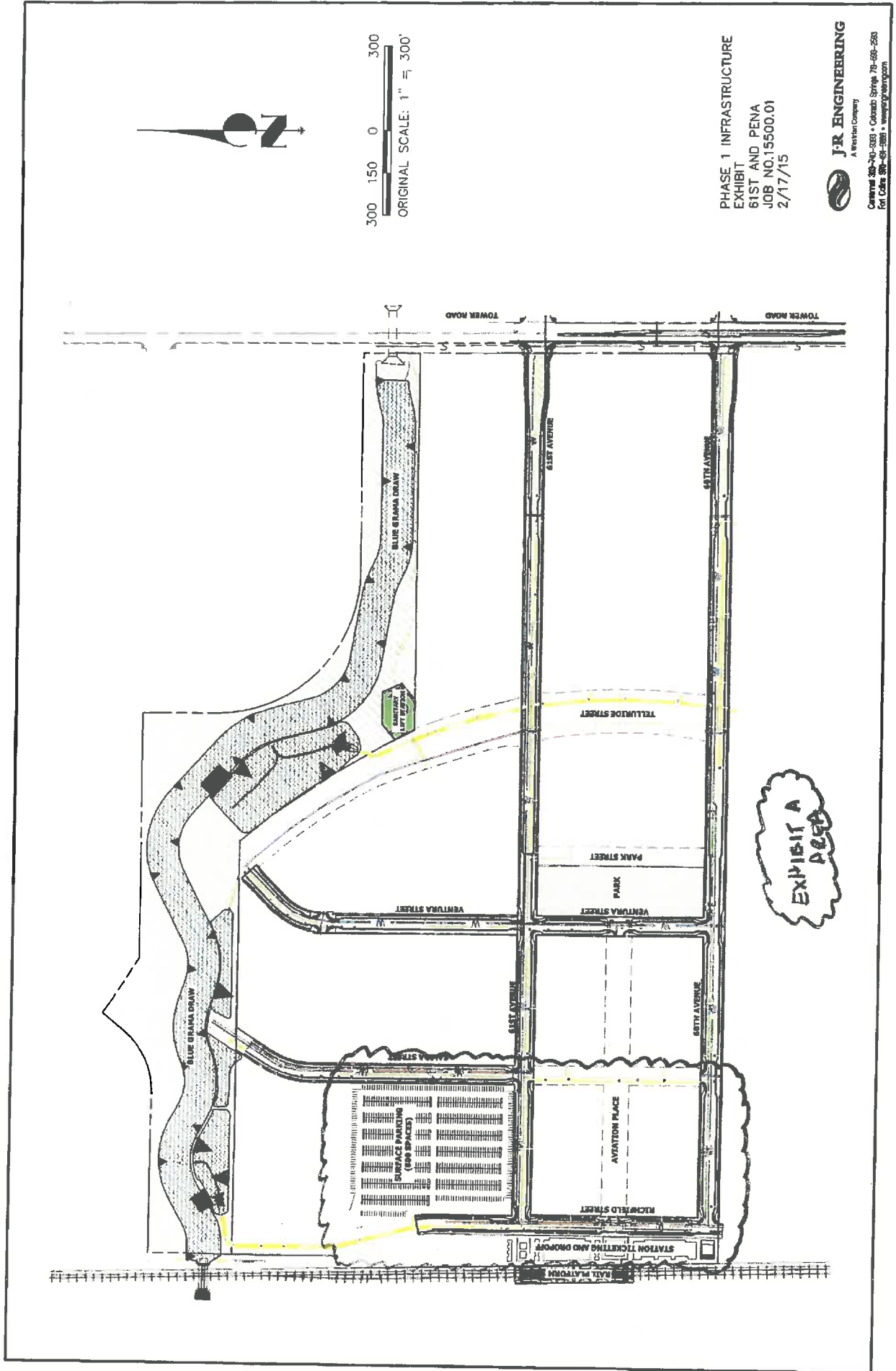
By:  _____

Name: MARK THROCKMORTON
(please print)

Title: SECRETARY
(please print)



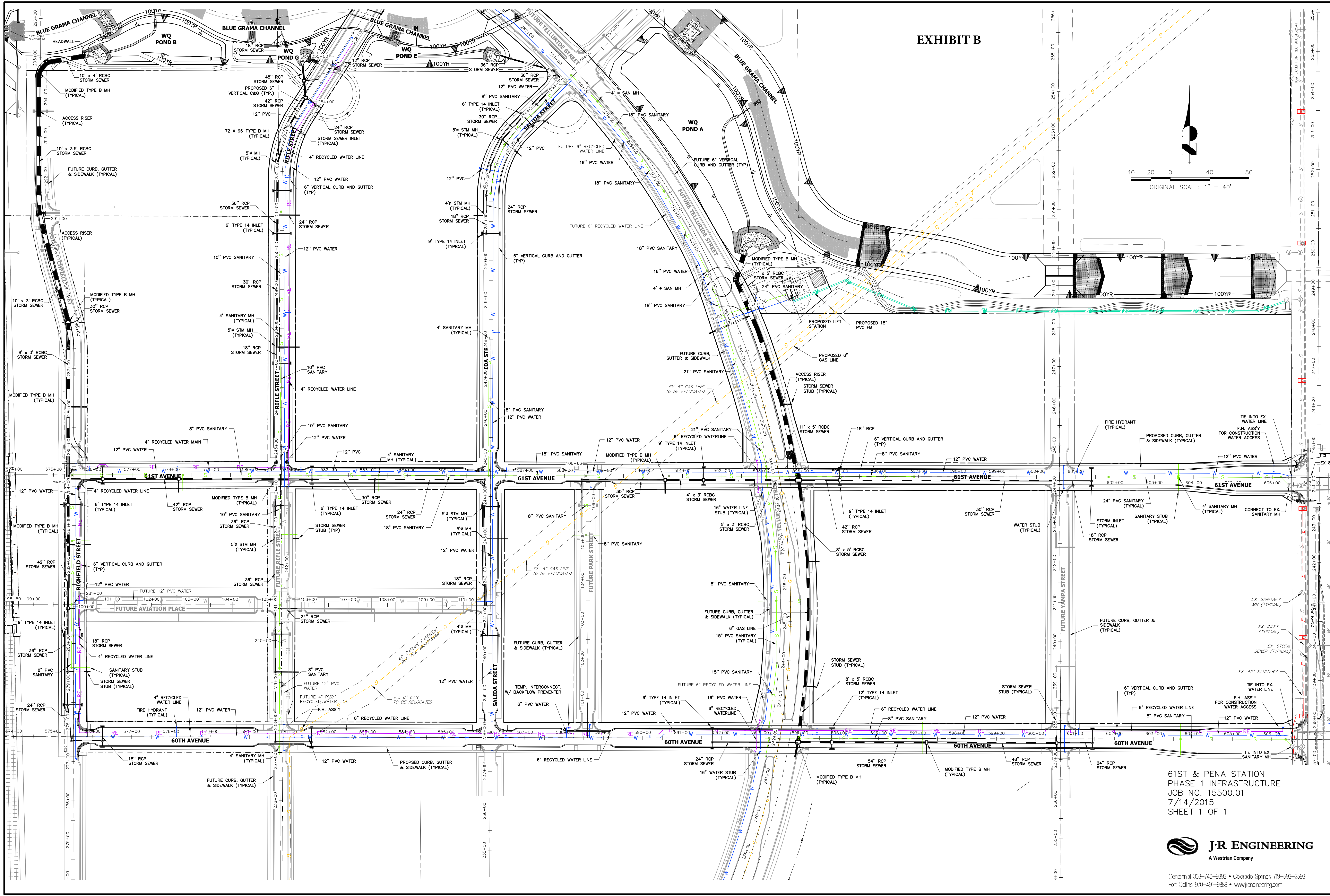
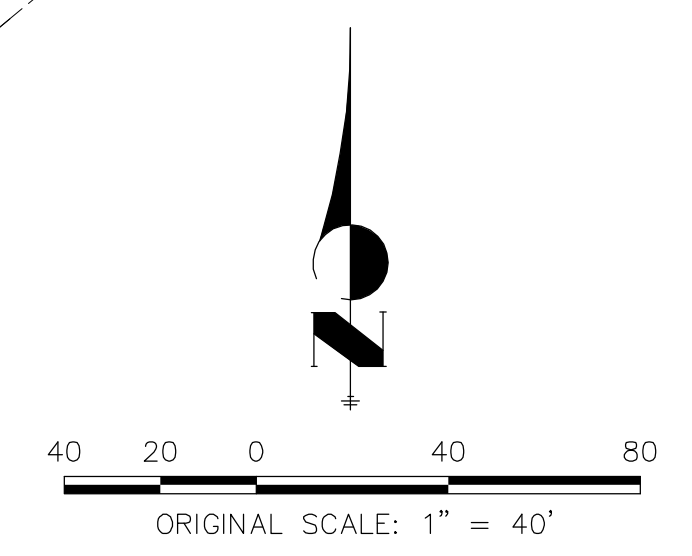
Exhibit A Contract No. 201523948



PHASE 1 INFRASTRUCTURE
EXHIBIT
61ST AND PENA
JOB NO.15500.01
2/17/15

J/R ENGINEERING
A Division Company
General: 303-740-5335 • Colorado Springs: 719-589-2583
Fax: 303-740-5339 • www.jrengineering.com

EXHIBIT B



61ST & PENA STATION
PHASE 1 INFRASTRUCTURE
JOB NO. 15500.01
7/14/2015
SHEET 1 OF 1



Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

X:\155000\01\1550001\Drawings\Presentations\2015.07.14 Phase 1 Infrastructure Exhibits.dwg, P11 Infrastructure, 7/17/2015 9:40:45 AM, 15500

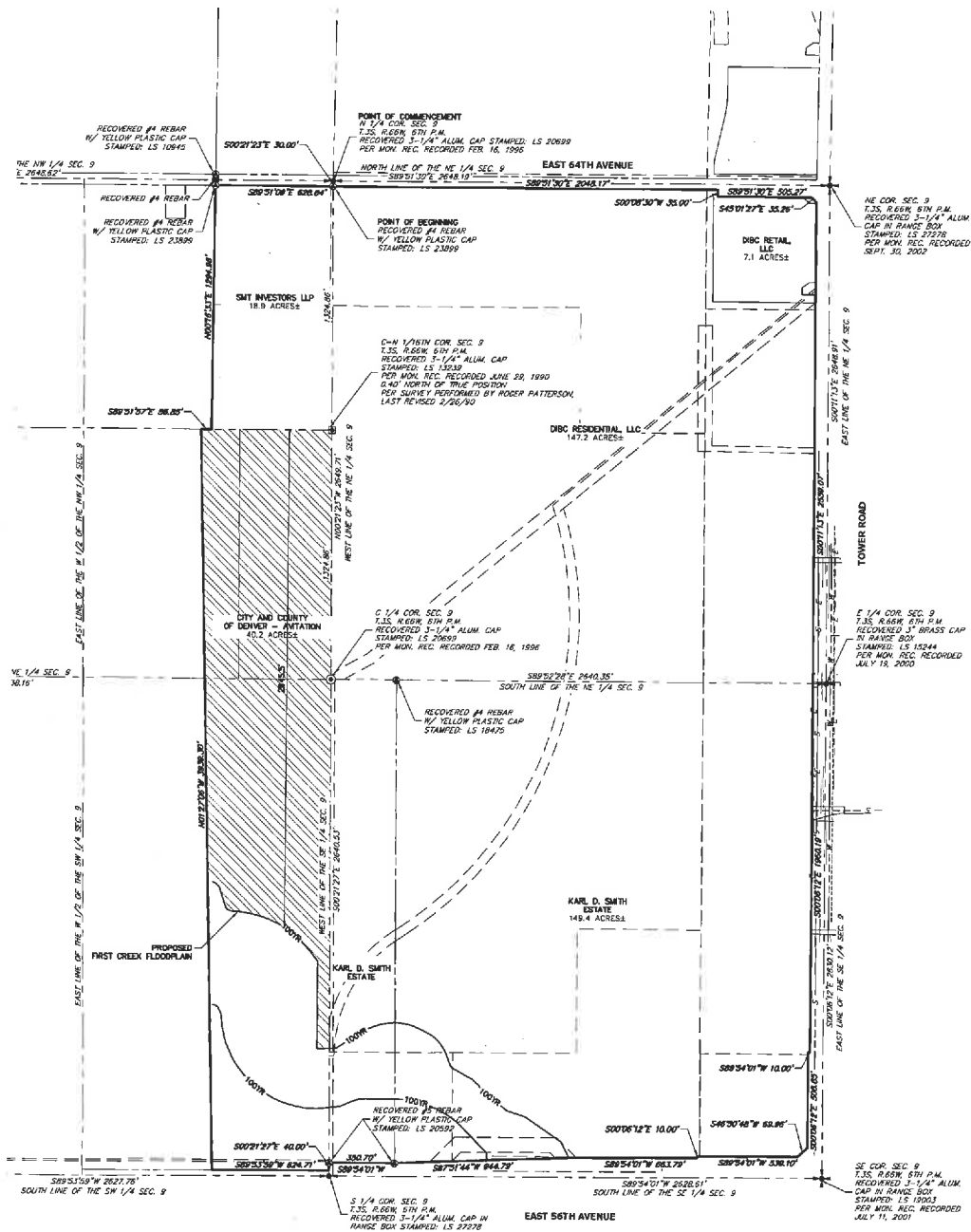


EXHIBIT C
61ST AND PENA
JOB NO. 15500.01
MAY 28, 2015



Danavel 303-740-5382 • Colorado Springs 719-533-2588
Fort Collins 970-491-3823 • www.jrengineering.com

Exhibit D Contract No 201523948

CERTIFICATE OF COVERAGE

Certificate #: 4592

Administrator

Colorado Special Districts Property and Liability Pool
PO Box 1539
Portland, OR 97207-1539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

COMPANIES AFFORDING COVERAGE

NAMED MEMBER

Aviation Station North Metropolitan District No.1
c/o McGeady Sisneros, P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203

COMPANY A	Colorado Special Districts Property and Liability Pool
COMPANY B	General Reinsurance Corporation
COMPANY C	Colorado Special Districts Property and Liability Pool
COMPANY D	

COVERAGES

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	Limits	
A, B	General Liability	28C61192-1540	1/1/2015	1/1/2016	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability	* Except that for claims, occurrences or suits to which the monetary limits of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as amended, apply, there shall be a further sublimit of (a) \$350,000 for an injury to any one person in any single occurrence; and (b) \$990,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$350,000 for each injured person.			Each Occurrence *	\$1,000,000
	<input checked="" type="checkbox"/> Public Officials Liability					
	<input checked="" type="checkbox"/> Employment Practices					
	<input checked="" type="checkbox"/> Occurrence					
A, B	Automobile Liability	28C61192-1540	1/1/2015	1/1/2016	Each Occurrence *	\$1,000,000
	<input type="checkbox"/> Scheduled Autos					
	<input checked="" type="checkbox"/> Hired Autos					
	<input checked="" type="checkbox"/> Non-Owned Autos					
	Auto Physical Damage					
	<input type="checkbox"/> Scheduled Autos					
	<input type="checkbox"/> Hired Autos					
	Excess Liability				General Aggregate	
	<input type="checkbox"/> Other Than Umbrella Form				Each Occurrence *	
	Property					
	<input type="checkbox"/>					

DESCRIPTION:

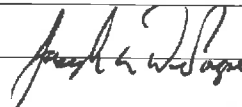
Certificate Holder is an additional covered Member for those coverages noted hereunder with respect to those liabilities that are covered by the Pool's coverage document for the Member. Subject to the provisions and limitations contained in C.R.S. 24-10-101. The Pool will limit any amounts to the monetary limits and sublimits of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. Seq., as amended, would apply to the Covered Member. Coverage is Primary and Non-Contributory. Subrogation is waived in accordance with the agreement between the Member District and the Certificate Holder. 45 day notice of cancellation applies.

CERTIFICATE HOLDER

City and County of Denver
Manager of Aviation, DIA
8500 Pena Blvd. AOB
Denver, CO 80249

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.

By: Joseph E. DePaepe



Date: 6/4/2015



Named Member	Endorsement CSD Pool - Additional Covered Member 01 01 15
Certificate Number	Effective Date of Endorsement
Issued By Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

PUBLIC ENTITY LIABILITY COVERAGE FORM

ADDITIONAL COVERED MEMBER – DESIGNATED PERSON OR ORGANIZATION AUTOMATIC STATUS WHEN REQUIRED UNDER A WRITTEN CONTRACT OR AGREEMENT WITH THE MEMBER. PLEASE READ CAREFULLY.

Automatic Status of Additional Covered Member Person(s) or Organization(s):
 Note: Additional Covered Member Status may only be provided to a person or organization who the **Member** has agreed to include as an Additional Covered Member under a written contract or agreement, provided such contract was executed prior to the date of loss.

Section I – Coverage Agreements is amended to include as Additional Covered Member any person or organization when the **Member** and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Covered Member on the **Member’s** policy. Such person or organization is an Additional Covered Member with respect to liability for those sums which the **Member** shall be legally obligated to pay as damages for “bodily injury”, “personal injury”, “property damage”, or a “wrongful act(s) caused, in whole or in part, by the **Member’s** acts or omissions, or the acts or omissions of those acting on its behalf.

- A. In the performance of ongoing operations performed by the **Member**.
- B. A person’s or organization’s status as an Additional Covered Member under this Endorsement ends when their written contract or agreement with the Member ends.
- C. With respect to the coverage afforded to the Additional Covered Members, this coverage does not apply to any “occurrence” which takes place after the written contract or agreement expires.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.