

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, a Connecticut Corporation whose address is 385 Washington Street, St. Paul, MN, 55102 (referred to herein as “Travelers” or “Contractor”), jointly (“the Parties”).

RECITALS

WHEREAS, the State of Colorado, Department of Labor and Employment, Division of Workers’ Compensation (the “Division of Workers’ Compensation”) is responsible for the administration of the State of Colorado’s Workers’ Compensation program as authorized by the Worker’s Compensation Act of Colorado (the “Act”); and,

WHEREAS, the City has applied for, and maintains, the required permit from the Division of Workers’ Compensation to be a self-insured employer under the Act; and,

WHEREAS, the State of Colorado is the guarantor of all self-insured employers under the Act, which means that if a self-insured employer were to fail to pay a worker’s compensation claim owed, the State of Colorado would be responsible to pay the claim on behalf of the self-insured employer; and,

WHEREAS, the State of Colorado does not budget funds to pay defaulted claims due from self-insured employers under the Act, and for that reason, to maintain the required permit to remain self-insured, the Division of Workers’ Compensation requires all self-insured employers to either (1) fund a trust with a balance sufficient to pay all claims potentially due from the self-insured employer or (2) obtain a surety bond payable to the State of Colorado that is sufficient to pay all claims potentially due from the self-insured employer, should the self-insured employer default; and,

WHEREAS, after careful consideration and analysis, the City has determined that less public funds will be required to obtain a surety bond than to fund a trust; and,

WHEREAS, the City’s insurance broker of record has conducted a competitive bid and Travelers Casualty and Surety Company of America was selected as the successful bidder; and,

WHEREAS, to place the surety bond, the City is required to sign a bond (together with Travelers, as surety) in a form approved by the State of Colorado (attached as “**Exhibit A-1**” and hereinafter referred to as the “Bond”) as well as an indemnity agreement in favor of Travelers (attached as “**Exhibit A-2**” and hereinafter referred to as the “Indemnity Agreement”) that requires the City to indemnify Travelers in accordance with the terms of the Indemnity Agreement; and,

WHEREAS, only in the event the City fails to satisfy its obligations as set forth in the Bond will the State of Colorado draw upon the Bond; and,

WHEREAS, Colorado Constitution Article XI (*Public Indebtedness*) contains a public purpose exception, which allows the City to sign the attached Indemnity Agreement as a pledge of credit as it is for the City’s own debts or obligations; and,

WHEREAS, the City Council finds it is in the public interest for the City (1) to maintain its permit to be a self-insured employer under the Act; (2) to obtain a surety bond, rather than fund a trust; and (3) to enter into the Bond and the Indemnity Agreement as attached hereto.

AGREEMENT

The Parties agree as follows:

1. **STATEMENT OF PUBLIC PURPOSE:** The Denver City Council finds it is in the public interest for the City (1) to maintain its permit to be a self-insured employer under the Act; (2) to obtain a surety bond, rather than fund a trust; and (3) to enter into the Bond and the Indemnity Agreement as attached hereto.
2. **EFFECTIVE DATE FOR BOND.** Pursuant to the Division of Worker’s Compensation requirement, the City intends to purchase the Bond to be effective no later than January 1, 2025.
3. **AUTHORIZATION:** The City’s *Director of Risk Management & Workers’ Compensation*, or the Director’s Designee (“Director”) is authorized to sign the exhibits substantially in the form as attached to this Agreement, as well as any documents, bond renewals, or coverage increases necessary to effectuate and maintain the surety bond coverage during the term of this Agreement sufficient to continue the City’s self-insured workers compensation

program compliance and administration as contemplated herein. Such signature delegation may not expand or create a new liability for the City beyond the liabilities contemplated within this Agreement.

4. **SERVICES TO BE PERFORMED:** Subject to the City’s execution of the Indemnity Agreement, and in consideration for the City agreeing to pay the premium associated with the Bond, Travelers agrees to issue the Bond in the amount of **FORTY-SEVEN MILLION DOLLARS (\$47,000,000.00)**.

5. **TERM:** This Agreement to purchase a surety bond will commence on November 1, 2024 (“Effective Date”) and shall expire at 11:59 p.m. on December 31, 2029 (the “Term”). The term of this Agreement may be extended by written amendment.

6. **COMPENSATION AND PAYMENT:**

a. **Invoicing:** Travelers shall bill the premium associated with the Bond to the City’s insurance broker of record. Following receipt of the invoice from the broker, the City shall timely pay the invoice pursuant to the broker’s agreement with the City.

b. **Maximum Annual Premium Amount:**

(1) Notwithstanding any other provision of this Agreement, the City’s annual premium obligation with respect to the Bond will not exceed **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00)** (the “Maximum Contract Amount”).

(2) The City’s premium 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. **STATUS OF CONTRACTOR:** Neither Travelers 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.

8. **TERMINATION:** Both Parties have the right to terminate this Agreement upon thirty (30) days prior written notice to the other.

9. 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 of, at City's election in paper or electronic form, the Indemnity Agreement, the Bond, and any written communications, including documents reasonably related thereto that are neither privileged nor proprietary to Travelers, exchanged between Travelers and the City. Contractor 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 this Agreement or expiration of the applicable statute of limitations. 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 audit pursuant to this paragraph shall require Travelers to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

10. 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 Travelers. No payment, other action, or inaction by the City 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, to any breach of any term of this Agreement constitutes a waiver of any other breach.

11. INSURANCE: After review by the City of Denver's Risk Management Department, the City has no minimum insurance requirements.

12. DEFENSE AND INDEMNIFICATION: The City Attorney's Office has waived any requirement for Travelers to execute an indemnity agreement in favor of the City as the Bond is only to pay for the claims owed by the City and is to be used for no other purpose.

13. INUREMENT: The rights and obligations of the Parties to this 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 this Agreement.

14. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties as contemplated herein.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: Travelers lacks any authority to bind the City on any contractual matters except as expressly set forth in the Indemnity Agreement. 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 Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it 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.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. Travelers 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. Travelers shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. Travelers represents that it has disclosed any and all current or potential conflicts of interest.

18. NOTICES: All notices required by the terms of this Agreement 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 Travelers at the address first above written, and if to the City at:

Director of Risk Management & Workers' Compensation
201 W Colfax Avenue, Dept # 1105
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. 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.

19. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

20. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Travelers 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.

21. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

22. LEGAL AUTHORITY: Contractor 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 this Agreement. Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he/she has been fully authorized by Contractor

to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Contractor or the person signing this Agreement to enter into this Agreement.

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

24. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable.

25. ADVERTISING AND PUBLIC DISCLOSURE: Travelers shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of Travelers' advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. Travelers shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

26. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in connection with providing surety or insurance services to the City. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a

reasonably prudent contractor 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 Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

28. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: Except as otherwise provided in the Indemnity Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement (or in the Indemnity Agreement) in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

29. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to Travelers’ provision of Services hereunder, Travelers 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, Travelers expressly acknowledges that Travelers is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Travelers, 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. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, 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 this 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 this 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.

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[SIGNATURE PAGES FOLLOW]

Contract Control Number: FINAN-202476018-00
Contractor Name: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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-202476018-00
TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By:  _____

Name: Sara Range
(please print)

Title: Managing Director
(please print)

EXHIBIT A
TO AGREEMENT WITH
TRAVELERS CASUALTY AND SURETY CO. OF AMERICA

REQUIRED DOCUMENTS

Exhibit A-1 Colorado Approved Surety Bond Form

Exhibit A-2 Indemnity Agreement

EXHIBIT A-1
TO AGREEMENT WITH
TRAVELERS CASUALTY AND SURETY CO. OF AMERICA

Exhibit A-1 Colorado Approved Surety Bond Form

Executive Director
Department of Labor and Employment
Division of Workers' Compensation
633 17th Street, Suite 400
Denver, CO 80202-3660

Surety Bond for Self-Insuring Employers

Bond Number: _____

Effective Date: _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of _____

as Principal, and _____

of _____

as Surety, are held and firmly bound unto the Executive Director, Department of Labor and Employment, as Obligee, for the use and benefit of claimants entitled to benefits under the Workers' Compensation Act in respect to the employees of said Principal, in the penal sum of _____ Dollars (_____), for the payment of which, the Principal and the Surety bind themselves respectively, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, In accordance with the provisions of said Workers' Compensation Act of Colorado, the Principal has elected and been permitted by the Executive Director to operate as a self-insurance carrier; and,

WHEREAS, In consideration thereof, and in consideration of the acceptance of this bond, the Principal hereby agrees as follows:

To pay compensation according to the terms and provisions of said Act to its employees, or to their dependents when death ensues, and to furnish medical aid pursuant to C.R.S. section 8-42-101, as amended, and to pay funeral expenses, as provided by said Act, and to pay, perform and discharge any lawful award entered in regard to such injured or killed employees, or dependents of deceased employees, and to cover all administrative and other costs incidental to the payment of said compensation benefits under the Colorado Workers' Compensation Act.

And it is further agreed by said Principal and Surety that any lawful award entered against said Principal, shall likewise be accepted as an award against said Surety, and notice to said Principal shall be deemed notice to the Surety.

And it is further agreed by said Principal that said Self-Insurance Permit is accepted subject to authority of the Executive Director to prescribe the rules and regulations, upon which said Permit shall be granted or continued, and subject to the full right and authority of the Executive Director to at any and all times during the life of said Permit prescribe new and additional rules and regulations.

And it is further agreed, that the proceeds of this bond can be used for no other purpose than to pay workers' compensation in behalf of claimants subject to Title 8 Articles 40 to 47 of the Colorado Revised Statutes and cannot be used for compensating employees of the employer not subject to the Colorado Workers' Compensation Act.

And it is further agreed that the Surety does undertake and agree that the obligation of this bond shall cover and extend to all past, present, existing and potential liability of said Principal as a self-insurer to the extent of the penal sum herein named, without regard to specific injuries, date or dates of injuries, happenings or events which have or shall be granted by any award or awards entered or made under the Workers' Compensation Act of Colorado.

And it is further agreed that the Surety will become liable for workers' compensation obligations of the Principal on the date that workers' compensation benefits are suspended and the Surety will begin payment within thirty (30) days after receipt of written notification by the Executive Director to begin payments under the terms of this bond.

And it is particularly understood and agreed that the liability of said Principal for any such award or compensation is not limited to or by the amount of this bond, nor diminished, curtailed or lessened by anything herein contained, and it is further understood and agreed that the said Surety shall be liable to the full penal sum herein mentioned for the default of the Principal in fully discharging any liability on the part of the Principal accruing hereunder. The liability herein imposed shall be joint and several as to and between said Principal and Surety, and each and all of them. The word "Surety" when herein used includes plural as well as singular.

NOW THEREFORE, If said Principal and Surety shall perform or cause to be performed, each and every agreement, stipulation, term and covenant herein set forth and to pay or cause to be paid, all awards entered or made under the Workers' Compensation Act of Colorado, as provided by this bond, or under and in accordance with the terms, provisions and limitations of said Act, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER: (a) This bond shall continue in force until canceled as herein provided; (b) This bond may be canceled by the Surety by sending of notice in writing to the Obligee, stating when, not less than ninety (90) days thereafter, liability hereunder shall terminate. Such cancellation, however, shall not affect any liability incurred or accrued under this bond, prior to the effective date of such cancellation specified in such notice.

IN TESTIMONY WHEREOF, Said Principal and said Surety have caused this instrument to be duly executed and have hereunto affixed their seals this ____ day of _____, A.D. _____.

Attest:

(Principal)

By _____
(Title)

By _____
(Title)

By _____
(Surety)

(Seal)

By _____
(Attorney-in-Fact)

EXHIBIT A-2
TO AGREEMENT WITH
TRAVELERS CASUALTY AND SURETY CO. OF AMERICA

Exhibit A-2 Indemnity Agreement

TRAVELERS General Contract of Indemnity

We, the undersigned ("Indemnitors"), enter into this General Contract of Indemnity ("Agreement") in favor of Company. As an inducement to Company and in consideration of Company's execution or procurement of, and/or refraining from canceling, Bonds, and for other good and valuable consideration, Indemnitors jointly and severally agree as follows:

1. For purposes of this Agreement, the following definitions apply, which definitions shall be equally applicable to both the singular and plural forms of such terms:

Bond - Any and all bonds, undertakings, guarantees, contractual obligations, and writings or statements of prequalification or commitment, including Modifications thereof, which Company has executed or procured or otherwise has liability for, and which have been issued (whether before, on, or after the date of this Agreement) for or on behalf of any one or more of the following: (a) any Indemnitor; (b) any present or future affiliate or Subsidiary of any Indemnitor; (c) any present or future joint venture, consortium, or other form of common enterprise in which one or more of the persons or entities identified in sub-paragraph (a) or (b) above have an interest; (d) any other person or entity at the request of one or more of the persons or entities identified in sub-paragraph (a) or (b); or (e) any successor or assign of any entity described in (a) through (d) above. For the purposes of this definition, "Modifications" shall include but not be limited to renewals, substitutions, riders, endorsements, reinstatements, replacements, increases or decreases in penal sum, continuations, and extensions; and "Subsidiary" shall mean any entity that any Indemnitor has direct or indirect control over or in which any Indemnitor has a direct or indirect ownership interest of 50% or more.

Company - Travelers Casualty and Surety Company of America, any of its present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies, and/or any of the aforementioned entities' successors or assigns.

Loss - All loss and expense of any kind or nature, including attorneys' and other professional fees, which Company incurs in connection with any Bond or this Agreement, including but not limited to all loss and expense incurred by reason of Company's: (a) making any investigation in connection with any Bond; (b) prosecuting or defending any action in connection with any Bond, including any extra-contractual claim where Company has denied a claim; (c) obtaining the release of any Bond; (d) recovering or attempting to recover property in connection with any Bond or this Agreement; (e) enforcing by litigation or otherwise any of the provisions of this Agreement; or (f) defending any claim arising out of or relating to any action taken by Company under this Agreement. Notwithstanding anything to the contrary herein, it is agreed and understood that the definition of Loss under this Agreement shall not include any loss, cost or expense incurred by Company due to the wrongful acts or omissions of Company or its employees.

2. Indemnitors shall pay all premiums for each Bond, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged.

3. Indemnitors shall exonerate, indemnify and save Company harmless from and against all Loss. An itemized, sworn statement by an employee of Company, or other evidence of Loss, shall be prima facie evidence of the propriety, amount and existence of Indemnitors' liability. Indemnitors agree to deposit with Company, within thirty (30) days of Company's demand, an amount as determined by Company sufficient to discharge any Loss or anticipated Loss. Amounts due to Company shall be payable within thirty (30) days of Company's demand. Interest shall accrue on such amounts due Company from the date Company incurred Loss at the prime rate of interest in effect on the last day of the previous quarter as published in the Wall Street Journal plus three (3) percentage points.

4. Company shall have the right, in its sole discretion, to adjust, settle, compromise or defend any claim, demand, suit or judgment upon any Bond. Company shall be entitled to reimbursement within thirty (30) days of Company's demand for any and all Loss incurred under the belief it was necessary or expedient to make such payments.

5. Any collateral or letters of credit provided to Company by any Indemnitor or any third party, or the proceeds thereof, may be used by Company to pay, or be held by Company as collateral security against, any Loss or unpaid premium on any Bond. If Company has or obtains collateral or letters of credit, Company shall not have any obligation to release collateral or letters of credit or turn over the proceeds thereof until it shall have received evidence of discharge in form and substance satisfactory to Company with respect to each and every Bond. Company shall have no duty to invest or provide interest on collateral or letter of credit proceeds. Company shall incur no liability on account of, and Indemnitors need not be notified of, Company's taking, failure to take, or release of collateral, letters of credit, or any other security.

6. Company has the right to decline to execute (a) any Bond, including final Bonds where Company provided a bid Bond; (b) any Bond rider or consent authorizing any change to any Bond; and/or (c) any other consent of surety. Company also has the right to cancel or terminate any Bonds pursuant to their terms, to the extent allowed by law.

7. An Indemnitor may terminate participation in this Agreement only by sending Company written notice of the same, which notice shall be addressed to Travelers Bond & Specialty Insurance, Attention: Senior Vice President Commercial Surety, One Tower Square, Hartford, Connecticut 06183. The termination shall take effect thirty (30) days after Company receives such notice ("Termination Date"). The notice shall not relieve the terminating Indemnitor from its obligations for (i) any Bond executed prior to the Termination Date; or (ii) any Bond executed after the Termination Date which is a renewal or extension of a Bond issued prior to the Termination Date.

8. If any provision or portion of this Agreement shall be unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted.

9. Indemnitors have a substantial, material and beneficial interest: (a) in the obtaining of Bonds by any Indemnitor; and (b) in the transaction(s) for which any Indemnitor has applied or will apply to Company for Bonds.

WE HAVE READ THIS CONTRACT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH. THIS AGREEMENT IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER AGREEMENTS AND OBLIGATIONS UNDERTAKEN IN FAVOR OF COMPANY,

WHETHER NOW EXISTING OR ENTERED INTO HEREAFTER. IN TESTIMONY HEREOF, WE THE INDEMNITORS HAVE SET OUR HANDS AND FIXED OUR SEALS AS SET FORTH BELOW.

If Indemnitor is an entity, sign below:

Instructions: Two authorized officials should sign on behalf of each entity (except as otherwise indicated below) and all signatures must be dated. The date of this Agreement shall be the earliest date any Indemnitor executes this Agreement. If the entity is: 1) a corporation, the secretary (if one exists) and another authorized officer should sign on behalf of the corporation; 2) a limited liability company, the manager(s) (if any) or member(s) should sign on behalf of the LLC; 3) a partnership, the partner(s) should sign on behalf of the partnership; 4) a trust, the trustee(s) should sign on behalf of the trust; or 5) any other type of entity, including governmental entities, any two authorized officials. If the Indemnitor is a sole officer corporation, single member LLC, or any other entity where only one individual is authorized to sign on behalf of the entity, only one signature is required. Please provide the entity's federal tax identification number on the line provided. Notwithstanding any of the foregoing, failure to complete this Agreement in accordance with these instructions shall in no event affect the validity of this Agreement.

Each of the undersigned hereby affirms to Company as follows: I am a duly authorized official of the entity on whose behalf I am executing this Agreement. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions, and/or partnership, operating or limited liability agreements of such entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that (a) such entity has the power and authority to enter into, execute, deliver and perform this Agreement and to carry out the obligations stated herein, and (b) the individuals executing this Agreement on behalf of such entity are duly authorized to do so. I further affirm that (x) the execution, delivery and performance of this Agreement by Indemnitors; (y) the compliance with the terms and provisions hereof; and (z) the carrying out of the obligations contemplated herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of aforementioned applicable documents and instruments, or any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment or decree of any court or governmental authority against any Indemnitor(s), or any other agreement binding upon any Indemnitor(s), or constitute a default thereunder.

City and County of Denver
Indemnitor

By _____ (Seal)
(Signature of Authorized Official)

(Print or Type Name and Title) (Date)

(Address)

(Federal Tax ID)

By _____ (Seal)
(Signature of Authorized Official)

(Print or Type Name and Title) (Date)

Colorado

(State of Incorporation / Formation)