

**STATE OF COLORADO**  
**INTERAGENCY AGREEMENT**  
**COVER PAGE**

**Paying State Agency**

High Performance Transportation Enterprise

**Performing State Agency**

Department of Transportation (CDOT)

**Agreement Number**

**Agreement Performance Beginning Date**

The Effective Date

**Agreement Expiration Date**

A year from the Effective Date

**Agreement Maximum Amount**

Term

**Total for All State Fiscal Years: \$450,000**

**Agreement Authority**

**§§43-1-110 and 43-4-806(6)(g)  
and (h), C.R.S.**

**Agreement Purpose**

The purpose of this Agreement is for HPTE to compensate CDOT for the fair market value of certain services to be provided to CDOT

**Exhibits and Order of Precedence**

The following Exhibit(s) and attachment(s) are included with this Agreement:

1. Exhibit A – Statement of Work

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement.
2. Exhibit A, Statement of Work.

**Principal Representatives**

For the Paying State Agency:

Piper Darlington, Director  
High Performance Transportation  
Enterprise 2829 W.Howard Place  
Denver, CO 80222

Email: [Piper.Darlington@state.co.us](mailto:Piper.Darlington@state.co.us)

For the Performing State Agency:

Keith Stefanik, Chief Engineer Colorado  
Department of Transportation  
2829 W.Howard Place  
Denver, CO 80222

Email: [Keith.Stefanik@state.co.us](mailto:Keith.Stefanik@state.co.us)

**SIGNATURE PAGE**

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

**STATE OF COLORADO**

Jared S. Polis, Governor

INSERT-Name of Paying Agency or IHE

- INSERT-Name & Title of Head of Paying Agency or IHE

INSERT-Name of Performing Agency or IHE  
INSERT-Name & Title of Head of Performing Agency or IHE

- 
- By: Name & Title of Person Signing for Paying Agency or IHE

Date: \_\_\_\_\_

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By: Name & Title of Person Signing for Performing Agency or IHE

Date: \_\_\_\_\_

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

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By: Name of Paying Agency or IHE Delegate

Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

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## 1. PARTIES

This Interagency Agreement (this “Agreement”) is entered into by and between the Paying Agency, (the “Paying Agency”), and the Performing Agency, (the “Performing Agency”) who are named on the Cover Page of this Agreement. The Paying Agency and the Performing Agency may each individually be referred to as a “Party” and collectively as the “Parties.” Each Party is an agency of the STATE OF COLORADO, hereinafter called the “State.”

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date.

### B. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

### C. Termination for Convenience

Either Party may terminate this Agreement for convenience by giving the other Party 90 days prior written notice setting forth the date of termination.

## 3. STATEMENT OF WORK AND BUDGET

### A. Work

The Performing Agency shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The Paying Agency shall have no liability to compensate

the Performing Agency for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

**B. Goods and Services**

The Performing Agency shall procure goods and services necessary to complete its obligations using Agreement funds and shall not increase the maximum amount payable hereunder by the Paying Agency.

**4. PAYMENTS TO THE PERFORMING AGENCY**

**A. Maximum Amount**

Payments to the Performing Agency are limited to the unpaid, obligated balance of the Agreement funds. The Paying Agency shall not pay the Performing Agency any amount under this Agreement that exceeds the Agreement Maximum Amount for that State Fiscal Year shown on the Cover Page for this Agreement.

**B. Payment Procedures**

- i. The Performing Agency shall initiate payment requests by invoice to the Paying Agency, in a form and manner approved by the Paying Agency. To facilitate Fiscal Year End closing, final invoices for each Fiscal Year should be submitted to the Paying Agency by July 15<sup>th</sup> of the following Fiscal Year.
- ii. The Paying Agency shall pay each invoice within 30 days following the Paying Agency's receipt of that invoice, so long as the amount invoiced correctly represents work completed by the Performing Agency and previously accepted by the Paying Agency during the term that the invoice covers.
- iii. In accordance with the Fiscal Procedures Manual, each Agency shall report the outstanding balance of this Agreement on Exhibit AR\_AP at Fiscal Year end.

**5. RECORDS, MAINTENANCE, AND INSPECTION**

**A. Maintenance**

During the term of this Agreement and for a period terminating upon the later of (i) the six year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the "Record Retention Period"), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

**B. Inspection**

The Paying Agency shall have the right to inspect the Performing Agency's performance at all reasonable times and places during the term of this Agreement. The Performing Agency shall permit the Paying Agency, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe the Performing Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Paying Agency shall not unduly interfere with the Performing Agency's performance hereunder.

## 6. CONFIDENTIAL INFORMATION

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

## 7. DISPUTE RESOLUTION

The failure of a Party to perform its respective obligations in accordance with the provisions of this Agreement is a breach of this Agreement. In the event of disputes concerning performance hereunder or otherwise related to this Agreement, the Parties shall attempt to resolve them at the divisional level. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the executive director of each Party shall meet and attempt resolution. If this fails, the matter shall be submitted in writing by both Parties to the State Controller, whose decision shall be final.

## 8. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page or **(C)** as an email with read receipt requested to the Principal Representative at the email address, if any, set forth on the Cover Page for this Agreement. Either Party may change its Principal Representative by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

## 9. GENERAL PROVISIONS

### A. Assignment

The Performing Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Paying Agency. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of the Performing Agency's rights and obligations approved by the Paying Agency shall be subject to the provisions of this Agreement.

### B. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### C. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

D. Third Party Beneficiaries

Except for the Parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

**EXHIBIT A, STATEMENT OF WORK AND BUDGET**

**Overview:**

HPTE will pay CDOT to place advertising for the Express Lanes on its fleet of safety patrol vehicles for a one-year period on the I-70 Mountain Corridor from Mile Post (MP) 176 to 259. HPTE operates tolled Mountain Express Lanes (MEXL) in this area of the I-70 Mountain Corridor. The MEXL's operate during peak travel times including holiday and weekends, to help improve throughput and relieve congestion. Advertising will include Express Lane logos of various sizes on the sides and hood of vehicles and the tailgate of trucks. This Statement of Work covers advertising and advertising only, and will not affect operational priorities of both parties.

**Responsibilities of the Parties:**

- A. CDOT shall complete the following activities:
  - a. Discuss with HPTE the advertising location(s) on various vehicle types.
  - b. Review and approve HPTE proposed advertising material to ensure compliance with all other required safety markings.
  - c. Complete placement of approved advertising on the following safety patrol vehicles:
    - i. 6 Service Patrol Light Duty Trucks
    - ii. 3 Flatbed "Rollback" Trucks
  - d. Complete agreement administration duties and required reporting.
  
- B. HPTE shall complete the following activities:
  - a. Discuss with CDOT the advertising location(s) on various vehicle types.
  - b. Provide proposed advertising material for CDOT review and acceptance.
  - c. Complete agreement administration duties.
  - d. Provide payment in accordance with the payment section of the Statement of Work.

**Safety Patrol Schedule:**

CDOT shall provide safety patrol vehicles with approved Express Lane advertising on the following schedule:

<b>Safety Patrol Vehicle Type</b>	<b>Days of Operation</b>	<b>Hours of Operation</b>
Service Patrol Light Duty Trucks	Fridays, Saturdays, and Sundays	5:30 am-8:00 pm
Flatbed "Rollback" Trucks	Fridays, Saturdays, and Sundays	5:30 am-8:00 pm
Flatbed "Rollback" Truck	Monday thru Thursday	7:00 am-7:00 pm

**Safety Patrol Services:**

CDOT safety patrol vehicles with approved Express Lane advertising will provide the following services to drivers along the I-70 Mountain Corridor:

- Flat Tire Change
- Fuel Delivery
- Water/Coolant Transfer
- Debris Removal
- Jump Start

- Incident Scene Protection
- Driver Assistance
- Minor Mechanical Assistance
- Traffic Control
- Tow to Safety (only Flatbed trucks)

**Timeline for Implementation:**

Following execution of the Agreement, CDOT and HPTE will complete the key duties on the following timeline:

- Discuss with HPTE the advertising location(s) on various vehicle types (1-2 weeks).
- Review and approve HPTE proposed advertising material to ensure compliance with all other required safety markings (1-2 weeks).
- Complete placement of approved advertising on the following safety patrol vehicles (by the end of month 1)
- Provide advertising on safety patrol vehicles on the I-70 corridor (from 2-12 months)
- Reporting and Evaluation (1-45 days following completion of year 1 services)

**Reporting and Evaluation:**

- A. No later than 45 days following the end of the one-year period, CDOT shall submit to HPTE a report. The report will include a narrative summary of CDOT’s activities during the prior year, including:
- a. The number of Safety Patrol Vehicles that displayed the Express Lanes logos
  - b. The number of trips those vehicles took on the respective Express Lanes corridor
  - c. The estimated number of travelers on the I-70 corridor who saw the advertising
    - i. To estimate this number, CDOT will:
      1. Utilize the average daily traffic (ADT) in the area where the vehicle travels (ex. 50,000)
        - a. If CDOT has data that estimates how many people are in each vehicle, this can be added as a multiplier. (ex. 1.5)
      2. Hours each vehicle is on the road per day, as a percentage of the total daily traffic (ex. 12 hours or 0.5)
      3. Days driven per month (ex. 30)
      4. Industry exposure rate estimate (ex. 3% or 0.03)
        - a. Actual exposure =  $(50,000 \times 1.5) \times 0.5 \times 30 \times 0.03$   
= 33,750 actual exposure/vehicle/month
  - d. The number of on-scene assists Safety Patrol provided to drivers along the corridor within the contract term.
- B. The submissions of the report will be used by CDOT and HPTE to:
- a. Serve as a baseline metric to evaluate how effective the advertising is in reaching drivers who travel the corridor and report to program leadership on the outcome of the advertising campaign.
  - b. To recognize revenue and expenses, respectively, and are to be tied to the specific tasks, and categories of work within each task, described in the Statement of Work.



**Amendments and Modifications:**

- A. The Parties may agree to modify the specific tasks set forth in the Statement of Work to be undertaken by CDOT during the term of this Agreement, provided that such modifications do not result in an increase or decrease in the overall estimated value of the Services to be provided under this Agreement. Any such modifications shall be specifically identified, and their estimated values reconciled, in the progress report submitted by CDOT.
- B. Any modifications to the Statement of Work resulting in an increase or decrease in the overall estimated value of the Services shall not be undertaken unless agreed to in writing by the Parties in an amendment to this Agreement.

**Payment Process:**

- A. CDOT intends to record the full Agreement Funds as unearned revenue and recognize revenue as Services are performed during the course of the term of the agreement.
- B. Services to be provided, and the Agreement Funds, therefore, are for the full year covered by this Agreement, as may be amended from time to time. Milestone deadlines contained in the Statement of Work are for informational and work progress tracking purposes only and are not binding on CDOT. Services provided by CDOT within the one-year period shall be compensated as part of the Agreement Funds provided for herein. No deductions shall be made for Services completed outside the timeframes set forth in the Statement of Work, provided such Services are completed within the term of the Agreement.
- C. Any Services not completed within the term of this Agreement shall be reflected in the report and evaluation submitted by CDOT. In the event the services actually completed during the one-year term is less than was estimated in the Statement of Work, CDOT may be required to reimburse HPTE for the services not completed. The value of the uncompleted portion of the services, if any, shall reflect the fair market value of the same, and shall be mutually agreed upon and set forth in writing by the Parties in an amendment to this Agreement.

**Renewal:**

- A. It is expressly contemplated that the Parties intend to extend this Agreement for additional one-year terms for services to be provided by CDOT to HPTE in future years. Such extensions shall be documented by formal written notice pursuant to Section 8 of the Agreement and shall include an updated statement of the services and a budget for those services to be provided in the subsequent years.
- B. CDOT agrees to work with HPTE to draft and finalize a Statement of Work and costs for services for subsequent years on a mutually agreed upon timeline.
- C. If the scope of services and payment amount for the renewal terms are deemed acceptable by HPTE, the same shall be set forth in a written amendment executed and approved by the Parties.
- D. If the HPTE Board of Directors allocates funds for CDOT in the full amount included in the proposed scope of services submitted by CDOT, such proposed scope of services shall be

deemed approved by HPTE, notwithstanding any failure of the Parties to execute a written amendment prior to the start of the subsequent term(s). The Parties shall thereafter execute a written amendment for such subsequent years, the terms and conditions of which shall not be inconsistent with the budget action taken by the HPTE Board of Directors.

- E. If the scope of services and payment amount to be provided by CDOT are approved by HPTE as provided for in Section 8, HPTE agrees that it shall pay CDOT the agreed upon payment amount upon execution of the amended agreement.
- F. If the Parties are unable to agree upon a scope of services and payment amount for the following year prior to the expiration of the prior year, this Agreement shall terminate and be of no further force and effect for a subsequent year.
- G. If both parties agree to renew the agreement, the costs for the safety patrol contract increases each year, the sponsorship value per vehicle will increase by 3% a year.

**Consideration; Exchange Transaction:**

The Parties acknowledge that the mutual promise and covenants contained herein, and other good and valuable considerations, are sufficient and adequate to support this Agreement. The Parties further acknowledge that, for accounting purposes, this Agreement represents an exchange transaction for HPTE's purchase of specific services provided by CDOT at the market value of such services.

**Year One Budget:**

The annual cost of advertising is \$50,000 per vehicle, 9 vehicles total. For year 1, HPTE will pay \$450,000. CTIO has benchmarked this cost against similar vehicle advertising campaigns and finds the costs to be fair and reasonable.