

CONSENT OF BANK OF AMERICA, N.A.
TO INTERAGENCY AGREEMENT

The undersigned, Bank of America, N.A. (the "Bank"), as lender with respect to the Loan Agreement dated as of May 26, 2021 (as amended, the "Loan Agreement"), between Colorado High Performance Transportation Enterprise ("HPTE") and Bank of America, N.A.

HPTE has requested that Bank of America, N.A. consent to HPTE's execution of an Interagency Agreement with the State of Colorado in the form attached hereto as Exhibit A (the "Interagency Agreement"). Bank of America, N.A. hereby consents to the Interagency Agreement. In the event any material changes are made to the form of Interagency Agreement HPTE acknowledges this consent to be null and void.

In addition, this consent shall not be deemed to operate as a consent to or waiver of any other right, power or privilege of Bank of America, N.A. under the Loan Agreement or any other document or agreement referenced herein or therein.

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BANK OF AMERICA, N.A.

By: 

Name: Brent Riley

Title: Authorized Signatory

Dated: February 6, 2023

STATE OF COLORADO INTERAGENCY AGREEMENT

COVER PAGE

<p>Paying State Agency Colorado High-Performance Transportation Enterprise (CTIO)</p>	<p>Agreement Numbers Insert CMS Number or Other Agreement Number Encumbrance Number or Financial System Designation</p>															
<p>Performing State Agency Colorado Department of Personnel and Administration (DPA)</p>	<p>Agreement Performance Beginning Date The later of the Effective Date or April 1, 2023</p>															
<p>Agreement Maximum Amount Term</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">State Fiscal Year 2023</td> <td style="width: 10%;"></td> <td style="width: 50%; text-align: right;">\$400,000.00</td> </tr> <tr> <td>State Fiscal Year 2024</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 2025</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>State Fiscal Year 2026</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2">Total for All State Fiscal Years</td> <td style="text-align: right;">\$400,000</td> </tr> </table>	State Fiscal Year 2023		\$400,000.00	State Fiscal Year 2024		\$0.00	State Fiscal Year 2025		\$0.00	State Fiscal Year 2026		\$0.00	Total for All State Fiscal Years		\$400,000	<p>Agreement Expiration Date June 30, 2026</p> <p>Agreement Authority § 43-4-806</p>
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Total for All State Fiscal Years		\$400,000														
<p>Agreement Purpose This Agreement (defined below) is to formalize an agreement between CTIO and DPA, two entities of the State of Colorado, whereby DPA (or it procured vendor[s]) will perform specific services, as defined in Exhibit A, for the Burnham Yard Property owned by CTIO.</p>																
<p>Exhibits and Order of Precedence The following Exhibit(s) and attachment(s) are included with this Agreement:</p> <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work and Budget. <p>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:</p> <ol style="list-style-type: none"> 1. The provisions of the main body of this Agreement. 2. Exhibit A, Statement of Work and Budget. 																
<p>Principal Representatives</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>For the Paying State Agency: Nicholas Farber CTIO - Director 2829 W. Howard Place Denver, CO 80204</p> </td> <td style="width: 50%; vertical-align: top;"> <p>For the Performing State Agency: Natriece Bryant Department of Personnel and Administration, P3 Director 1525 Sherman Street Denver, CO 80203</p> </td> </tr> </table>		<p>For the Paying State Agency: Nicholas Farber CTIO - Director 2829 W. Howard Place Denver, CO 80204</p>	<p>For the Performing State Agency: Natriece Bryant Department of Personnel and Administration, P3 Director 1525 Sherman Street Denver, CO 80203</p>													
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EXHIBIT A

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	
High-Performance Transportation Enterprise Nicholas Farber, Director	Department of Personnel and Administration Tobin Follenweider, Deputy Executive Director
_____ By: Nicholas Farber, Director	_____ By: Tobin Follenweider, Deputy Executive Director
Date: _____	Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.	
STATE CONTROLLER Robert Jaros, CPA, MBA, JD	
By: _____	
Effective Date: _____	

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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: April 1, 2023

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: DPA

EXHIBIT A

- A. Maximum Amount – Four Hundred Thousand Dollars and No Cents (\$400,000.00)

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 a single payment request by invoice to the Paying Agency within fifteen (15) days of the effective date in a form and manner approved by the Paying Agency.
- ii. The Paying Agency shall pay the invoice by warrant (state issued check) within thirty (30) days following the Paying Agency's receipt of that invoice, so long as the amount invoiced correctly represents the Maximum Amount or less authorized hereunder for work completed by the Performing Agency.
- iii. In accordance with the Fiscal Procedures Manual, each Agency shall report the outstanding balance of this Agreement on Exhibit AR_AP at the 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

EXHIBIT A

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 a 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

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Paying Agency maintains a contract with a security firm to provide security to Burnham Yard. The Performing Agency currently has an RFP posted and will contract with a vendor to provide an Owner's Representative to provide management services related to the redevelopment of the Burnham Yard property over the next 3 years. The Owner's Representative's duties will include management over the Paying Agency's security team throughout the contract term.

At a minimum, the Contractor shall provide, in partnership with the Paying Agency, the necessary management for all contracted security firm(s) and its employees. The Contractor shall assist Paying Agency with a variety of security objectives such as, but not limited to: entry and egress control, roving patrols of exterior and interior portions of the property, including fifteen (15) mounted cameras in select locations, incident and daily operations reporting, via the Burnham Yard Security Daily Log, and other safety duties identified by Paying Agency in post orders and standard operating procedures to ensure suffice securement of the Burnham Yard property.

The Contractor shall also provide 24-hour property management to include the coordinator of removal of unauthorized occupants with the Denver Police Department.

Paying Agency will pay \$400,000.00 to Performing Agency to allow the Performing Agency to pay for these services in its contract with the selected contractor.

The Performing Agency will provide copies of the Contractor's Monthly Reports and invoices from the Contractor, which include monthly security updates, to the Paying Agency.