

**A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE I-25/ARAPAHOE ROAD INTERCHANGE COALITION AND
CAPITAL PARTNERSHIPS (VA.) Inc.**

This Agreement is made between the I-25/Arapahoe Road Interchange Coalition (Coalition), a non-profit organization located at 6060 South Quebec Street, Greenwood Village, Colorado 80111-4591 and CAPITAL PARTNERSHIPS (VA.) Inc. (CPI), a Virginia corporation located at Suite 800, 11350 Random Hills Road, Fairfax, Virginia 22030 (referred to hereinafter collectively as the "Parties").

WITNESSETH:

WHEREAS, the Coalition, consisting of Arapahoe County, Colorado, the City of Centennial, Colorado and the City of Greenwood Village, Colorado, has been created to identify federal discretionary planning and construction funds for the intersection at I-25 and Arapahoe Road; and

WHEREAS, the Colorado Department of Transportation has not made this critical intersection a top funding priority and the Federal Highway Administration (FHWA) has not approved advancing the environmental process for the project that is needed to adequately relieve congestion and improve safety; and

WHEREAS, CPI is an expert in identifying such federal discretionary transportation funds, having facilitated the designation of over \$2.2 billion for its clients in 20 years of doing business and has been working successfully with local governments in Colorado to identify such funds; and

WHEREAS, CPI has excellent contacts at the U.S. Department of Transportation and the Federal Highway Administration in Washington to help advance the administrative process of this project;

NOW, THEREFORE, in consideration of the mutually binding covenants and conditions set forth herein, the Parties hereto agree as follows:

1. PURPOSE

The purpose and sole intent of this Agreement is to assist the Coalition in the designation of federal discretionary planning and construction highway funds to necessary for an interchange at I-25 and Arapahoe Road in the State of Colorado.

2. SCOPE OF SERVICES

CPI will provide the following scope of services to the Coalition:

A. Development of Federal Funding Strategy

Provide advice to the Coalition and implement the actions necessary to identify federal discretionary planning and construction funds for the I-25/Arapahoe Road intersection project and to insure that the Federal Highway Administration (FHWA) does not stand in the way of constructing a locally preferred project. The overall construction cost of this project, based upon the alternative chosen, will range from \$75-115 million.

B. Work with the U.S. Department of Transportation to Advance the Project

The FHWA has recently communicated the position that the environmental process cannot proceed until all of the federal, state and local funding has been identified for this project. Working with the relevant Members of the Colorado Congressional Delegation and others a strategy will be implemented to educate the FHWA on the locally preferred alternative, that the position they are taking is unrealistic and that the environmental process should move forward expeditiously. Contact will also be made at the appropriate time with the Secretary of Transportation Mary Peters and the current FHWA Administrator and meetings set up with those individuals if necessary.

C. FY 2009 U.S. Department of Transportation/Housing and Urban Development (THUD) Appropriations Bill

Work with the offices of Congressman Tom Tancredo, Senator Wayne Allard, Senator Ken Salazar, Senator Patty Murray [Chairperson of the Senate Transportation Appropriations Subcommittee], Congressman John Olver (Chairman, House Transportation Appropriations Subcommittee and others to identify federal highway discretionary planning and construction funds for the project. A realistic goal would be to identify up to \$2 million in the FY 2009 Appropriations bill.

D. Reauthorization of SAFETEA

The Reauthorization of SAFETEA must be completed before September 30, 2009, but the process will begin in 2008. Regional hearings will be held around the country by the U.S. Department of Transportation and several Hill Committees and it will be important for the Coalition to provide testimony at several of those hearings. In addition, a goal of \$15-20 million in federal discretionary highway construction funds could be identified as a High Priority Project in this bill.

E. Coordination of Legislative Efforts

Provide key federal legislators and their staff with appropriate and timely information regarding the project and its future federal funding needs. In addition, the following services would be provided:

1. Work with the staff of the House and Senate Appropriations Committees to prepare the appropriate requests for discretionary highway funding for FY 2009. A list of answers to Committee questions must be submitted in a timely manner to the respective House and Senate Committees.
2. Prepare the testimony for any regional SAFETEA Reauthorization hearings on the project to be presented by a representative of the Coalition.
3. Attend House and Senate Transportation Authorization and Appropriations Committee hearings as needed.
4. Assist Coalition representatives in preparing for meetings with Members of Congress and set up appointments for Capitol Hill Legislative Days when appropriate. Identify opportunities for Coalition representatives to testify and prepare that testimony.
4. Draft brief summaries of key meetings/hearings as appropriate.
5. Follow up on meetings with congressional members and staff to insure that information needs are adequately addressed.

3. KEY PERSONNEL

Kenneth W. Butler, Senior Principal of CPI, will be committed to the project on a priority basis.

Timothy Hannegan of Wexler & Walker Public Policy Associates are retained as a subcontractor to assist with the federal transportation authorization and appropriations process.

4. TERM OF AGREEMENT

- A. The term of this Agreement is March 1, 2008 to December 31, 2009.
- B. The Coalition has the option to extend this Agreement for up to one additional year beyond December 31, 2009.

5. TERMINATION

This Agreement can be terminated by either party with thirty (30) days written notice.

6. FEES AND COMPENSATION

CPI's fees and compensation will be structured as follows:

- A. Retainer of \$15,000 per month (Washington area expenses included)
Expenses outside of the Washington area must be approved in advance by the Coalition.

7. PAYMENT SCHEDULE

- A. Fees and Expenses. The Coalition will receive an invoice dated the first (1st) of each month during the term of this contract for services provided in the previous thirty (30) days. The monthly retainer shall be due and payable no later than thirty (30) days after the date of the receipt of the invoice.
- B. Late Payment Penalty. The Coalition shall pay in full each such monthly invoice by the thirtieth(30th) day of the invoice period or the Coalition shall incur a penalty of one and one half (1.5) percent of that monthly invoice's retainer, said penalty to be included in and payable with the subsequent month's invoice.

8. NONAPPROPRIATIONS

Pursuant to Section 29-1-110, Colorado Revised Statutes, as amended, the financial obligations of the Coalition as set forth herein after the current fiscal/calendar year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Coalition shall give CPI written notice of such nonappropriation.

9. EXCLUSIVITY

CPI will agree to provide services on an exclusive basis to the Coalition in the tasks, in whole or in part, specified in Section 2, Scope of Services, of this Agreement. Any other client, in those specific tasks, would require the written permission of the Coalition during the period this contract is in force.

10. CONFLICT OF INTEREST

CPI shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for CPI with regard to providing services pursuant to this Agreement. CPI shall not offer to provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Section 24-18-109, Colorado Revised Statutes.

11. INDEPENDENT CONTRACTOR

CPI is an independent contractor. An independent contract is not entitled to worker's compensation benefits and is obligated to pay federal and state income taxes on any monies earned pursuant to this contractual relationship. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CPI to perform work or services under the terms of this Agreement shall be and remain employees of CPI or employees of their respective employees for all purposes.

12. SEPARABILITY

If any provision in the Agreement is rendered or declared illegal by existing or subsequently enacted legislation or by decree of a court of last resort, the Parties will meet promptly to substitute provisions for those rendered or declared illegal.

13. RECEIPT OF NOTICES

Any reports or notices permitted or required to be given hereunder shall be deemed to have been received if mailed postage prepaid and addressed as follows:

If to the Coalition:

I-25/Arapahoe Road Intersection Coalition
C/O Office of the Mayor
City of Greenwood Village, Colorado
6060 South Quebec Street
Greenwood Village, Colorado 80111-4591

If to CPI:

Mr. Kenneth W. Butler
Senior Principal
CAPITAL PARTNERSHIPS (VA.) Inc.
Suite 800, #8008
11350 Random Hills Road
Fairfax, Virginia 22030

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. No representation, promise or condition in connection with the subject matter of the Agreement shall be binding upon either Party unless expressed herein. This Agreement supersedes and voids any prior or collateral understandings, oral or written, between Parties concerning the subject of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date indicated below their respective signatures.

ARAPAHOE COUNTY, COLORADO

Signature: Susan Beckman

Printed Name: Susan Beckman

Title: Commissioner chair

Date: 4/15/08

CPI

[Signature]

Kenneth Butler

Susan Principal

April 17, 2008

CITY OF CENTENNIAL, COLORADO

Signature: [Signature]

Printed Name: Randolph E. Pye

Title: Mayor

Date: 4/14/08

CITY OF GREENWOOD VILLAGE, COLORADO

Signature: Nancy N. Sharpe

Printed Name: Nancy N. Sharpe

Title: Mayor

Date: March 17, 2006