



**AGENDA ITEM**

**MEETING DATE:** January 24, 2014

**STAFF PERSON RESPONSIBLE:** Frederick H. Koch, P.E.  
Community Planning and Sustainable Development – Engineering Division

**DESCRIPTION:** **Public Contract for Services (PCS) for MILLER WENHOLD CAPITOL STRATEGIES, LLC to continue services as a consultant to Douglas County, Colorado for the purpose of representing Douglas County in Washington, D.C.**

**SUMMARY:** The purpose of this representation is to seek congressional action which will further the County's goals of increasing transportation efficiency within the County and enhancing the mobility of County residents. Miller Wenhold Capitol Strategies, LLC shall provide advice, information and counsel to the County in overall strategy development and implementation of federal legislative goals as established by the County and outlined in the contract.

Funding for this PCS is set aside in Fund 100, Account Number 802000.

**RECOMMENDED BOARD ACTION:** Approval of PCS for Miller/Wenhold Capital Strategies, LLC to continue service as a consultant to Douglas County, Colorado for the purposes of representing the County in Washington, D.C. for a total amount not to exceed \$120,000.00.

**APPROVED FOR AGENDA:** Frederick H. Koch, P.E.  
Engineering Services Director

**REVIEWED BY THE COUNTY ATTORNEY:** Lance Ingalls  
County Attorney

**REVIEWED FOR FISCAL CONTENT:** Andrew Copland  
Director of Finance

**REVIEWED BY THE COUNTY MANAGER:** Douglas J. DeBord  
County Manager

**ATTACHMENTS:** Four (4) Public Contracts for Services

## PUBLIC CONTRACT FOR SERVICES

THIS CONTRACT ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **MILLER WENHOLD CAPITOL STRATEGIES, LLC** (the "Consultant").

### RECITALS

**WHEREAS**, the County is undertaking certain activities for developing and implementing federal legislative goals; and

**WHEREAS**, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

**1. LINE OF AUTHORITY:** Frederick H. Koch, P.E., (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other Contract in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) for fiscal year 2012. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year are subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on February 1, 2012, and terminate at 12:00 a.m. on January 31, 2013. This Contract, at the option of the County, may be renewed for one (1) successive term, if notice is given to the Consultant by the County on or before January 1, 2013 of the current term. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. **INDEMNIFICATION-GENERAL:** The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

**8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents, and employees from and against damages, liability, losses, costs, and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents, or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents, and employees.

**9. INDEPENDENT CONSULTANT:** The Consultant is an independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**10. ILLEGAL ALIENS:** If Consultant has any employees or subcontractors, the Consultant shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Consultant shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. The Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If the Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall:

- (i) Notify the subcontractor and the County within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If the Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, the Consultant shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if the Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

**11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**12. ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

**13. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**14. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

**15. ASSIGNMENT OF COPYRIGHTS:** The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

**16. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

**17. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to:

Frederick H. Koch, P.E.  
Engineering Services Director  
Douglas County Department of Community Planning  
and Sustainable Development – Engineering Division  
100 Third Street, Suite 220  
Castle Rock, CO 80104  
Telephone: 303.660.7490  
Facsimile: 303.688.9343  
E-mail: [fkoch@douglas.co.us](mailto:fkoch@douglas.co.us)  
E-mail: [apennick@douglas.co.us](mailto:apennick@douglas.co.us)

with a copy to:

Douglas County Attorney's Office  
100 Third Street, 3<sup>rd</sup> Floor  
Castle Rock, CO 80104  
Telephone: 303.660.7414  
Facsimile: 303.688.6596

and by the County to:

Kenneth Butler  
Miller Wenhold Capitol Strategies, LLC  
10623 Jones Street, Suite 101A  
Fairfax, VA 22030  
Telephone: 703.620.4914  
Facsimile: 703.620.4709  
E-mail: [kbutler@cpiva.com](mailto:kbutler@cpiva.com)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**18. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**19. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**21. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**22. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**23. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 27
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit C- Insurance Requirements
- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Response to Request for Proposal (if applicable).

24. **HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. **ENTIRE CONTRACT:** The parties acknowledge and agree that the provisions contained herein constitute the entire Contract and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. **INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

27. **COUNTY EXECUTION OF CONTRACT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

**MILLER WENHOLD CAPITOL STRATEGIES, LLC**

BY: \_\_\_\_\_

ATTEST: (if a corporation)

Printed Name \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**Signature of Notary Public Required:**

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
JACK A. HILBERT, CHAIR Date

\_\_\_\_\_  
DOUGLAS J. DEBORD Date  
COUNTY MANAGER

**DEPARTMENT OF COMMUNITY PLANNING  
AND SUSTAINABLE DEVELOPMENT – ENGINEERING DIVISION**

\_\_\_\_\_  
FREDERICK H. KOCH, P. E. Date  
Engineering Services Director

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
ANDREW COPLAND Date  
Director of Finance

\_\_\_\_\_  
Senior Assistant County Attorney/ Date  
County Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

SCOPE—Miller/Wenhold Capitol Strategies, LLC shall provide advice, information and counsel to the County in overall strategy development and implementation of federal legislative goals as established by the County. The goals for this contract period shall be as follows:

- A. Monitor closely the actions and agendas of the House Transportation and Infrastructure Committee, the Senate Environment and Public Works Committee, the House Appropriations Committee and the Senate Appropriations Committee. Maintain close communication with the leadership of those Committees and with key members of the Colorado Congressional delegation including, but not limited to, Congressman Cory Gardner, Congressman Mike Coffman, Senator Mark Udall and Senator Michael Bennet.
- B. Pursue a federal legislative strategy to designate federal highway funds in FY 2013, in the U.S. Department of Transportation/Department of Housing and Urban Development (THUD) appropriations bill for the completion of the US 85 / C-470 Interchange Reconstruction Project (Phase II improvements). In addition, pursue a federal legislative strategy to designate federal highway funds for the following two additional new projects: (1) to add capacity, operational and safety improvements along the C-470 Strategic Corridor between I-25 and I-70, and (2) to make safety and operational improvements to the I-25 Corridor between the existing interchange at RidgeGate and existing interchange at County Line Road (aka the CDOT I-25 Lane Balance Project).
- C. Pursue a federal legislative strategy to designate federal highway funds in the calendar year 2012, and for future years 2012 through at least 2015, in the Reauthorization of SAFETEA-LU for the completion of the US 85 / C-470 Interchange Reconstruction Project (Phase II improvements); and the completion of the safety and operational improvements to the I-25 Strategic Corridor between the existing interchanges at RidgeGate and at County Line Road (aka the CDOT I-25 Lane Balance Project).
- D. The Reauthorization of the SAFETEA-LU Act is expected to be considered by the Congress in 2012 or 2013.
- E. Pursue a federal legislative strategy to designate federal discretionary funds in the Reauthorization of the Water Resources Development Act (WRDA) for a water project or water projects so designated by the County in FY 2013. The Reauthorization of WRDA may be considered by the Congress in 2012.
- F. Develop and implement a strategic plan that would allow the County to most efficiently and effectively to favorably impact proposed federal Environmental Protection Agency regulations regarding stormwater runoff.

## **EXHIBIT B**

### **METHOD OF PAYMENT**

Miller/Wenhold Capitol Strategies, LLC shall be compensated at a fixed price of \$10,000 per month, which would include all expenses. Invoices shall be submitted on the first of each month specifying the services provided and the hours dedicated to the projects. Invoices shall be due and payable upon receipt within thirty days.

# Miller Wenhold Capitol Strategies, LLC

GOVERNMENT AFFAIRS AND GRASSROOTS ADVOCACY

10623 Jones Street, Suite 101-A • Fairfax, VA 22030 • Phone: (703) 383-1330 • Fax: (703) 383-1332

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## MEMORANDUM

To: Ashley Pennick, Fred Koch

From: Ken Butler 

Date: November 30, 2011

### RE: SCOPE OF WORK FOR 2012 CONTRACT YEAR FOR DOUGLAS COUNTY, COLORADO

#### **STATUS OF FEDERAL TRANSPORTATION REAUTHORIZATION BILLS:**

**Overall:** The Congress has extended the current Reauthorization bill SAFETEA-LU until March 31, 2012 at current year funding levels.

**Senate:** Chairwoman Barbara Boxer (D-CA) and Ranking Member James Inhofe (R-OK) passed a 2-year reauthorization bill named Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), reported this bill from the Senate Environment and Public Works (EPW) Committee earlier this month. The bill provides for highway funding that matches the level of funding in the last year of SAFETEA-LU, but is \$12 billion short. Senator Max Baucus (D-MT), Chairman of the Senate Finance Committee and also Chairman of the Transportation Subcommittee of Senate EPW has vowed to identify the \$12 billion but to this point that has not been accomplished. The Senate may take up this bill prior to the Christmas recess or early in 2012.

**House:** Chairman John Mica (R-FLA) had introduced an outline of a six-year bill that is at this point unnamed. The funding level for the federal highway program does not exceed the revenue from the federal gasoline tax and therefore constitutes a 35% cut in the program from current levels. The House Transportation and Infrastructure Committee was scheduled to take action on this bill, but no action has occurred to date. Within the last two weeks, House Speaker Boehner announced along with Chairman Mica that the House would pass a five-year Reauthorization bill and Chairman Mica has been given the go-ahead to find \$100 million in additional funding. The Speaker and Chairman Mica have mentioned tapping into revenues generated by proposing additional gas and oil drilling off-shore of the United States and in other areas of the country. This proposal has been met with stiff opposition from House Democrats, particularly Full Committee Ranking Member Nick Joe Rahall (D-WVA) and Chairwoman Boxer whose state of California would be particularly impacted. It should be reported that in recent days, there has been speculation that the House is looking more seriously at a two-year bill.

# Miller Wenhold Capitol Strategies, LLC

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## **Proposed 2012 Scope of Work:**

- 1) Continue to work with Congressman Mike Coffman (R-CO) or whatever other Member of Congress that represents Douglas County in 2012 to maintain the U.S. 85/C-470 project request for Douglas County of \$13.8 million currently on file with the House Transportation and Infrastructure Committee;
- 2) Continue to work with Senator Michael Bennet (D-CO) to submit a request to the Senate Environment and Public Works Committee should project designations be made in order. Senator Bennet has stated on several occasions that he would consider such a request for Douglas County if such requests would be honored by the Committee;
- 3) If the 5-year Reauthorization bill should be considered seriously in 2012, work to have Member project requests included;
- 4) Arrange for the annual Douglas County Federal Legislative Day where representatives of the County meet with key Members of the Colorado Congressional Delegation in the House and Senate and senior Members and staff of the House Transportation Authorization Committee and the Senate Authorization Committee;
- 5) Arrange for the visit of Congressman John J. Duncan, Jr. (R-TN), Chairman of the House Highways and Transit Subcommittee to travel to Colorado and specifically tour and have a presentation made to him on the Douglas County project;
- 6) Continue to provide periodic updates to the County on developments in the Reauthorization process and propose any actions that would be necessary to advance the designation of federal highway discretionary funds for the Douglas County project.

**Professional Fee Proposal for 2012: \$10,000 per month**

# Miller Wenhold Capitol Strategies, LLC

GOVERNMENT AFFAIRS AND GRASSROOTS ADVOCACY

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## **Supporting Information:**

- 1) Table A contains the funding history for the CAPITAL PARTNERSHIPS (VA) Inc./Miller/Wenhold Capitol Strategies, LLC contract since it began in September 1995. 2012 would be the 17<sup>th</sup> year of our providing professional services to Douglas County;
- 2) Table B contains the successful designation of federal highway discretionary funds for four transportation projects in Douglas County. The total amount actually designated to date is \$34,450,000 and the amount proposed in the next Reauthorization bill would bring that total to \$48,250,000;
- 3) Benefit-to-Cost Ratio: taking into consideration the information contained in these two tables over 16 years, Douglas County has received a return of over \$48 for every \$1 it has expended (48:1);

We appreciate the opportunity to continue to provide the high level of services that is required by Douglas County.

Attachments (3)

Table A

<b>Date</b>	<b>Annual</b>	<b>Monthly</b>
Sept. 1995	\$20,000	\$5,000
1996	\$60,000	\$5,000
1997	\$60,000	\$5,000
1998	\$90,000	\$7,500
1999	\$50,000	\$4,166
2000	\$50,000	\$4,166
2001	\$50,000	\$4,166
2002	\$50,000	\$4,166
2003	\$60,000	\$5,000
2004	\$60,000	\$5,000
2005	\$66,000	\$5,500
2006	\$78,000	\$6,500
2007	\$90,000	\$7,500
2008	\$108,000	\$9,000
2009	\$120,000	\$10,000
2010	\$120,000	\$10,000
2011	\$120,000	\$10,000
<b>Total</b>	<b>\$1,252,000</b>	

# Miller Wenhold Capitol Strategies, LLC

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## MEMORANDUM

To: Ashley Pennick, Fred Koch

From: Ken Butler 

Date: November 30, 2011

**RE: SUCCESS ON BEHALF OF DOUGLAS COUNTY, COLORADO**

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### TABLE B

FY 1998	(Appropriations) Denver MPO Study	\$500,000
FY 1998	(Appropriations) I-25 Truck Lanes	9,000,000
FY 1998	(Authorization) I-25 Truck Lanes	2,250,000
FY 2001	(Appropriations) U.S. 85/Titan Road	4,000,000
FY 2002	(Appropriations) U.S. 85/Titan Road	2,000,000
FY 2003	(Appropriations) U.S. 85/C-470	2,000,000
FY 2004	(Appropriations) U.S. 85/C-470	4,000,000
FY 2005	(Appropriations) U.S. 85/C-470	1,000,000
FY 2005	(Authorization) U.S. 85/C-470	9,200,000
FY 2008	(Appropriations) U.S. 85/C-470	500,000
FY??	(Authorization) U.S. 84/C-470 – Congressman Coffman has made this request for the next surface transportation authorization bill, and the request is still being considered by Congressman Coffman and Senator Bennet. In addition, we anticipate a two-year bill being considered this fall or early in 2012, with the long-term bill being considered in 2013	13,800,000
	<b>TOTAL RECEIVED</b>	<b><u>\$34,450,000</u></b>
	<b>GRAND TOTAL</b>	<b><u>\$48,250,000</u></b>