

RESOLUTION NO.1823

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN THE AGREEMENT FOR 2022- 2023
FEDERAL LEGISLATIVE ADVOCACY SERVICES WITH
THE JOHNSTON GROUP**

WHEREAS, the City desires to obtain federal government affairs services to support its legislative priorities; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with experience; and

WHEREAS, the City Council desires to enter into a contract with the Johnston Group for federal government affairs support; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION . The Lake Forest Park City Council authorizes the Mayor to sign the contract with the Johnston Group for federal government affairs support attached as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 9th day of December, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: November 12, 2021
PASSED BY THE CITY COUNCIL: December 9, 2021
RESOLUTION NO.: 1823

EXHIBIT A to Resolution 1823

The Johnston Group 2022-2023

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT

Agreement Title: Federal Government Affairs Consultant Contract – 2022 & 2023

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and The Johnston Group, (the "Consultant"), is entered into the last date signed below.

Consultant Business: The Johnston Group

Consultant Address: 2400 NW 80th Street, #191, Seattle, WA 98117

Consultant Phone: 206-240-3133

Consultant Fax:

Contact Name Jake Johnston

Consultant e-mail: jake@johnstongr.com

Federal Employee ID No.: 26-3481324

Authorized City Representative Lee Aalund, Human Resources Director
for this contract:

WHEREAS, the City desires to obtain federal government affairs services to support its legislative priorities for 2022 and 2023; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with experience; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A – Scope of Work incorporated herein, ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Jake Johnston. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2023, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet

deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed forty-seven thousand one hundred dollars (\$47,100) per year as shown on Exhibit A, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibit A.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Accounting Supervisor, ap@ci.lake-forest-park.wa.us its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibits A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least thirty (30) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of

negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Lee Aalund, Human Resources Director
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

The Johnston Group
Attn: Jake Johnston
2400 N.W. 80th St., #191
Seattle, WA 98117
Jake@johnstongr.com

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the last dated signed below.

CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.	
CITY OF LAKE FOREST PARK WASHINGTON	The Johnston Group
By: _____ Jeff Johnson, Mayor	By _____ Jake Johnston
_____ Date	Its _____ Date: _____
ATTEST:	
_____ Evelyn Jahed, City Clerk Date: _____	

APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date: _____	

SCOPE OF SERVICES

SITUATION ASSESSMENT

The City of Lake Forest Park has established a productive and trusted relationship with its congressional delegation over the past many years. The result is a delegation that actively partners with the City in support of shared goals, whether they be funding for local projects, creating a new federal grant program for culvert replacement or offering legislative language to modify Department of Transportation policies.

The City has identified a number of infrastructure needs and policy objectives that would benefit its community and are defined more below. Simultaneously, a new Congress and the Biden Administration are providing numerous funding opportunities for Lake Forest Park. The City put forward two earmark requests for pedestrian connections between the Burke Gilman Trail (BGT) and the Town Center and for a culvert replacement project within Lyon Creek. Though the BGT-Town Center project fell out of consideration when Congress removed all earmarks from its bipartisan infrastructure bill, we're optimistic that \$3.1 million will come to the City for the Culvert Replacement project as Congress finishes its work this year.

Lake Forest Park's Congressional Delegation is extraordinarily well positioned to help the City in terms of their committee assignments and seniority. Rep. Jayapal serves on the Budget and Judiciary Committees and has a national profile as the Chair of the Congressional Progressive Caucus. Senator Murray is a senior member of the Senate Appropriations Committee and serves on the Transportation Appropriations Subcommittee. Senator Cantwell is the Chair of the Senate Commerce Committee with jurisdiction over a majority of transportation and environmental policy. Should Lake Forest Park find itself in the 1st Congressional District after redistricting, Congresswoman Suzan DelBene is on the Ways and Means Committee with jurisdiction over financing and tax policy and also serves as the Chair of the New Democrat Coalition, the moderate caucus in the House.

The delegation knows what the needs are in Lake Forest Park and what the city's funding and policy priorities are. Our effort in 2022 will be to continue to drive major policy changes within the Department of Transportation and bring federal funding to City needs. Our objective will be a sustained partnership between the federal government and the City of Lake Forest Park bringing federal funding into the City to support its economic, infrastructure, human and environmental priorities.

While a refined approach will be adopted in ongoing consultation with the City, a brief summary of anticipated opportunities is included below in the proposed federal legislative agenda.

2022 PROPOSED AGENDA

This proposed scope of work builds on our recent work and continues to build support in 2022 and for longer-term initiatives in the years ahead.

Additionally, we follow the work being done by partner agencies and organizations and will levy support when and where appropriate. Some of these organizations include the Association of

Washington Cities, the Puget Sound Regional Council, the Sound Cities Association and King County, among others.

These items are listed in priority order.

1. Bringing federal funding to the City's top infrastructure priorities.

With Members of Congress restoring earmarking authority, the City has ample opportunity to position its priority projects for federal support. In 2021, the City secured House support for \$3.1 million for its Lyon Creek Culvert Replacement project. The City also had \$2.4 million put forward in the House-passed transportation bill for the BGT-Town Center connector but all earmarks were removed from the bipartisan infrastructure bill currently under deliberation in Congress. We remain optimistic that the City's \$3.1 million Lyon Creek project will be funded this year as Congress finalizes its appropriations bills in December.

Our work in 2022 will be to use the new earmark rules and regulations to revisit the city's capital projects and position them for federal support. We will make a decision about which projects to put forward for funding and ensure that City has numerous projects in play to be considered for federal funding support.

Our secondary priority will be to continue to seek federal funding for other City priorities. This may be through earmark requests or other funding opportunities that come together (see bullet points below).

2. Supporting the Second Tranche of ARPA Funding and any Future COVID Recovery.

Lake Forest Park has received half of its ARPA designated funding with the second tranche expected in May 2022. More, as the pandemic continues to impact communities, there is already discussion about what a future COVID bill might entail with an emphasis on public health infrastructure and economic recovery for impacted communities.

We will report to the City about U.S. Treasury guidelines for the appropriate use of funding programs with ARPA dollars and lobby for City needs in any future COVID bill.

3. Supporting the Ongoing Efforts in the Lake Ballinger Forum

The City will continue to lobby for funding and policy support for the Army Corps of Engineers to fund habitat restoration, the rechanneling of Hall Creek and other projects at Ballinger Park with an eye towards bringing funding to the McAleer Creek projects needing support in Lake Forest Park. The Lake Ballinger / McAleer Creek Watershed Forum has been the driving leader in this effort and the City has supported legislative language to create the partnership opportunity with the Corps and funding for the Ballinger Park project. We will continue to provide legislative cover for this effort, advance budget increases for the Corps' Section 206 Authority and seek to engage more deeply if required.

4. Transportation and Infrastructure Programs and Funding

Congress is in the final negotiations for an infrastructure deal, the outcome of which will have tremendous consequence for Lake Forest Park. At minimum, a deal will provide an infusion of increased funding into traditional state and regional programs like WSDOT and PSRC, providing opportunities for City projects to be considered.

However, several proposals in both House and Senate bills have new programs identified for competitive grant funding (see below for a short list). Influencing how these programs are developed by the agencies and ensuring they are set up in ways that make Lake Forest Park's projects accessible and competitive will be a top priority. Each of these new programs that make it through the legislative process will provide an opportunity for the City to position projects.

Potential New Programs in 2022 (Subject to Congressional Enactment in 2021):

- Community Transportation Investment Grant Program *
- Climate Innovation Grant Program *
- Transportation Connectivity Grant Program
- Culvert Replacement Program
- Broadband Development and Deployment
- Electric Vehicle Infrastructure

* Of note, thanks to efforts led by Lake Forest Park and supported by dozens of other Northwest cities, the Community Transportation Investment Grant Program contains a 30% set aside for medium sized cities (between 10,000 and 75,000 in population size) and the Climate Innovation Grant Program contains a 10% set aside.

5. Transportation and Infrastructure Policy Changes

Congress is in the final negotiations for an infrastructure deal. The City has been supporting significant policy changes for federal transportation spending and the outcome of these will need to be reassessed and re-engaged after we see the 2021 outcome.

• Medium Sized City Set Aside

Most federal infrastructure spending has a rural set aside which is critical for smaller communities to be able to access federal dollars. There is no comparable medium sized city set aside. Instead, medium sized cities compete against large cities like Seattle, Portland and Los Angeles for limited resources. Medium sized cities need a defined pool to compete within so as to make federal funds available in a way that simply aren't in their current status.

As Congress debates a new Transportation bill and considers the continued funding of the RAISE Program (formerly known as the BUILD or TIGER discretionary grant program), the City should continue to lobby for a portion of federal infrastructure dollars be set aside for medium sized cities. This policy position is consistent with the work the city has been doing for years and is supported broadly by similar sized cities throughout the state. As for proof as to why this set aside is needed, since the RAISE program was created in 2009, not a single award has been made to a city in Washington State between 10,000 and 75,000 in population size.

The RAISE program is the key federal funding program for local infrastructure investments. Yet, all cities compete within the same funding pool, putting smaller and medium sized cities at a competitive disadvantage for funding even as the transit and commuter challenges are similar to those of larger communities. There are efforts in Congress to create funding tiers so that cities of similar size can compete for federal funds. The City should support efforts to designate a portion of federal transportation spending for cities between 10,000 and 75,000 in population size.

In 2021, we were able to get a medium sized city set aside in two of the new transportation grant programs in the House-passed transportation bill. This was the first time that Congress recognized the problem and designed a funding strategy to address it. In 2022, we will need to increase the set asides in transportation programs so that Lake Forest Park has competitive access moving forward.

- Funding for MPOs

Federal transportation funding is generally distributed in Washington State via the State Department of Transportation (WSDOT) or via a Metropolitan Planning Organization (MPO) like the Puget Sound Regional Council (PSRC). In the most recent Transportation bill from 2016, Congress changed the allocation of funds from 50%-50% between DOTs and MPOs to 55%-45% with MPOs gaining the larger amount.

As Congress continues to implement the next Transportation bill, the City should support increasing this proportion to the benefit of MPOs and oppose any attempt to preclude the formation of new MPOs to meet regional needs. This should dovetail with the City's work at PSRC to more highly value cities with new transit infrastructure in competitive funding pools.

In 2021, the House-passed transportation bill changed the allocation formula to 60%-40% with MPOs getting the larger portion. The Senate bill made no changes to the allocation formula and the final agreement is to be determined as the bill works towards enactment.

6. Environment and Climate Policy / Issues

Congress is in the final negotiations for an infrastructure deal and a budget reconciliation bill before the end of 2021. The City has been supporting significant policy changes that are being considered as a part of these efforts. Once we know the outcome of the 2021 policies, we will want to influence the establishment of these new programs and ensure they are workable programs for the City. For programs that don't make it into law in 2021, we will continue to lobby for them in 2022.

- Culvert Replacement Program

Senator Cantwell and Congressman Kilmer led an effort to create a new Culvert Removal, Replacement and Restoration Grant program in the infrastructure bill currently under consideration in Congress. This new program is authorized for \$1 billion and would create a new grant program administered by the U.S. Department of Transportation to enable the recovery of salmon passage and habitats. This is the first competitive grant program for culvert replacements that is available to cities and Lake Forest Park is perfectly poised, along with the Lake Ballinger Forum, to inform the development of this program and compete for funds.

The City has been pushing for this program for some time and has a strong reputation to bring to establishment of a new federal program in partnership with its congressional delegation. Our work will include drafting formal comments for the City to file as the program is being proposed and lobbying the delegation to provide legislative oversight over the establishment of this new agency so that it meets the salmon recovery goals of the City of Lake Forest park.

- Electric Vehicle Infrastructure

The infrastructure bills currently under negotiations in Congress would provide a variety of new programs and incentives to develop electric vehicle infrastructure. These new grant programs provide opportunities for the City to develop additional infrastructure projects with this emphasis and potentially partner with new housing developments within the City.

- Army Corps of Engineers Section 206 Funding

The City is supporting the Army Corps of Engineers' Ballinger Park project via the Lake Ballinger Forum and the Corps is using funds from its Section 206 Habitat Conservation program authority. Section 206 funding for the Corps has been able to meet between a third and half of the grants that have been submitted to it and increasing the overall budget for this account allows the Corps to further partner on additional projects that fall within this authority.

The City should support increasing funding for the Corps' Section 206 Authority so that future projects within the Lake Ballinger Forum and the City have access to increased resources.

- Tax Credits for Stormwater Retrofits and New Development

The City has supported a proposal from Congressman Derek Kilmer that would create a tax credit program for stormwater retrofits and new development. If enacted, this program would provide a 50% tax credit for individuals and developers that incorporate stormwater projects such as rain gardens, bioswales and similar projects.

The City should continue to support this proposal in 2022.

7. Community and Economic Development Programs

- Continuation of Earmark Authority

Congress has reinstated earmarking authority in 2021 and we want to support the continued use of congressionally-directed spending in 2022 and beyond.

- Community Development Block Grants (CDBG) and the Home Investment Partnership Program (HOME)

The City of Lake Forest Park uses Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funding to support local initiatives that benefit the City's vulnerable population. Funding in the CDBG program increased by 30% in 2018 after falling to a decade low in 2017 and has been holding steady at that rate since then. The City should support the CDBG and HOME program at the federal level and lobby for increased funding that could be put to use in Lake Forest Park immediately.

The CDBG program was used by Congress extensively as a distribution mechanism for federal relief funding for the COVID pandemic. However, those program increases in the CDBG budget are temporary and responsive to the pandemic – not permanent increases in the program.

- Support Municipal Tax Policy

Congress has adjusted various tax policies that have a direct impact on the City of Lake Forest Park, including the New Markets Tax Credit, the Affordable Housing Tax Credit and the State and Local Sales Tax Deduction. These policies, in addition to policies that would negatively value

municipal bonding authority, remain under debate in Congress in 2021 and are expected to continue in 2022. The City should advocate for strong municipal authority and tax credits that facilitate economic development and meet our region's critical housing needs.

DELEGATION ENGAGEMENT

The COVID-19 pandemic has curtailed the City's usual in-person lobbying activities and revisions to our plans must be made for 2022 to maintain strong connections with the delegation despite the expected meeting and travel restrictions.

Being able to discuss the city's agenda above with federally elected officials and their key staff is a critical piece of our agenda for 2022. In recognition that until the pandemic is at a more stable place, our meetings will need to be virtual, we will aim to conduct delegation meetings in Q1 2022 to outline the City's adopted agenda and preview the city's federal funding requests.

We have an opportunity to do these meetings in new ways given the remote nature of them – potentially involving additional participants and presenting new formats for the delivery of information. Our efforts in 2022 will continue to bring creative ways to connect the City with its federal officials as a top priority and with a renewed emphasis over what was done in 2021.

The Johnston Group will manage these meetings, set up the schedule, work with the city to develop background materials for the meetings, prepare briefing documents for the City in advance of the meetings and handle any follow up. We will also prep city officials for the meetings and develop backgrounders and talking points as needed.

These delegation relationships will be key to the success of many of our strategies this year and in the years ahead.

BUDGET

The Johnston Group proposes to complete the scope of services outlined in this proposal for a fixed monthly retainer of \$3,925 from January 1, 2022 through December 31, 2023. This proposal is a 5% increase over the 2021 retainer of \$3,750 and would be the first increase in the retainer since we started working together in 2016.

This retainer includes all expenses with the exception of transportation and lodging connected to City trips to Washington, D.C. which is not anticipated for this scope of work while the COVID-19 pandemic continues. Expenses will be billed to City at cost and in arrears. Whenever possible, the Johnston Group will combine client travel to Washington, D.C. to further reduce costs.

Either the City of Lake Forest Park or the Johnston Group may terminate this contract with 30 days written notice at any time for any reason. Both parties may modify the scope and terms of this engagement upon mutual agreement at any time.

The opportunity to continue to work with the City of City of Lake Forest Park is an exciting one for the Johnston Group, and we are willing to structure the relationship in a way that works for both organizations. If necessary, we would be pleased to modify this proposal to meet the specific project or budget needs of the City of City of Lake Forest Park.

