

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT

Agreement Title: Federal Government Affairs Consultant Contract – 2026 & 2027

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 Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to obtain federal government affairs services to support its legislative priorities for 2026 and 2027; 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, 2027, 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 based on 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@cityofflp.gov 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: Phillip Hill, City Administrator
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: _____ Thomas French, Mayor	By _____ Jake Johnston
Date _____	Its _____ Date: _____
ATTEST:	
_____ Matt McLean, City Clerk Date: _____	
APPROVED AS TO FORM:	

Kim Adams Pratt, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. 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 critical infrastructure projects or offering legislative language to modify funding allocations from Department of Transportation grant programs.

The City has identified infrastructure priorities connected to the development of its new Lakefront Park, traffic circles to enhance mobility and safety and the ongoing effort to replace failing fish culverts and seeks federal funding partnerships to bring these projects to completion.

Simultaneously, Congress and the Trump Administration are creating new challenges for cities to obtain federal funding without complying with policy riders that lack legislative authority. We are starting to see states that did not vote for the President and cities that refuse to allow local law enforcement to cooperate with Immigration and Customs Enforcement agents face additional hurdles to using federal funds. These challenges are currently before the courts and the result will determine if the Executive or Legislative branch has primary authority over federal spending.

Despite these challenges, Congress continues to make directed spending available to local communities as the City has seen with \$2 million in federal funding for the Lakefront Community Center included in the House-passed Transportation Appropriations bill.

Our ongoing approach will be focused on reviewing the City's Capital Improvement Plan and identified infrastructure priorities and seeing where federal funding opportunities exist. More, we will be working with the City to obtain the \$2 million in federal appropriations and ensure it comes to the City without policy riders. We will also continue to work on the Federal Transportation Reauthorization bill with the goal of making more federal grant programs accessible to smaller and medium sized cities.

Our 2026 federal agenda goals are:

1. Bring \$2 million in federal Funding to the City of Lake Forest Park for the Lakefront Community Center and avoid policy riders for the funds.
2. Obtain additional small and medium sized city set asides in all grant programs contained in the Transportation Authorization bill.
3. Connect the City leadership with the congressional delegation both in Washington, D.C. and in the City of Lake Forest Park to build strong partnerships in support of the City's goals.
4. Lobby against budget cuts and for policy changes and legislation that would positively benefit the City of Lake Forest Park.

Our 2027 federal agenda will wait until we see the outcomes from the 2026 mid-term elections and can reassess the congressional opportunities.

II. WASHINGTON'S CONGRESSIONAL DELEGATION

With a variety of leadership roles, seniority in both the House and Senate and bipartisan strength in the House, our delegation is extremely well-positioned to be a partner to the City of Lake Forest Park across any number of funding and policy areas.

Our delegation is well positioned on every committee of jurisdiction over transportation and infrastructure in both the House and Senate and has powerful members on the Appropriations Committees, including the Ranking Member of the Senate Appropriations Committee.

With a variety of leadership roles, seniority in both the House and Senate and bipartisan strength in the House, our delegation is extremely well-positioned to bring funding to Lake Forest Park or solve other problems that arise. The Washington State delegation is poised to be one of the strongest in the country – and this strength can be levied to assist the City with its needs and goals.

- **Senator Patty Murray (WA)**
 - *Ranking Member of the Senate Appropriations Committee.*
 - *Member of the Senate Committee on Veterans Affairs.*
 - *Former Chair of the Transportation Appropriations Subcommittee with jurisdiction over transportation spending.*
- **Senator Maria Cantwell (WA)**
 - *Ranking Member of the Commerce, Science and Transportation Committee in the Senate.*
 - *Senior Democrat on the Senate Finance Committee.*
- **Congresswoman Pramila Jayapal (WA)**
 - *Former Chair of the House Progressive Caucus with 101 members (2025).*
 - *Member of the House Judiciary Committee and the House Education and Labor Committee.*
- **Congresswoman Suzan DelBene (WA)**
 - *Chair of the New Democratic Coalition in the House (the coalition of moderate Democrats) with 116 members (2025).*
 - *Chair of the Democratic Congressional Campaign Committee (DCCC), the primary campaign arm of the House Democratic Caucus.*
 - *Member of the House Ways and Means Committee with jurisdiction over tax policy and entitlement health programs like Medicare and Medicaid.*
- **Congressman Rick Larsen (WA)**
 - *Ranking Member of the Transportation Committee.*
- **Congressman Michael Baumgartner (WA)**
 - *Newly elected member of Congress representing Eastern Washington.*
 - *Member of the House Judiciary and Education and the Workforce Committees.*
- **Congressman Dan Newhouse (WA)**
 - *Co-Chair of the House Rural Caucus.*
 - *Member of the House Appropriations Committee.*
- **Congressman Adam Smith (WA)**
 - *Ranking Member of the House Armed Services Committee.*
- **Congresswoman Emily Randall (WA)**
 - *Newly elected member of Congress representing the Olympic Peninsula and Tacoma, Washington.*

- *Member of the House Natural Resources and Oversight and Accountability Committees.*
- **Congresswoman Marilyn Strickland (WA)**
 - *Member of the House Transportation and Infrastructure Committee.*
- **Congresswoman Kim Schrier, MD (WA)**
 - *Member of the House Energy and Commerce Committee with jurisdiction over health policy, telecommunications, energy and environment and climate change.*
- **Congresswoman Marie Gluesenkamp-Perez (WA)**
 - *Co-Chair of the House Blue Dog Caucus (Conservative Democrat Caucus).*

III. DRAFT 2026 Federal Agenda

A brief summary of anticipated opportunities is included below based on our work together over the past years.

1. Bring \$2 million in Federal Funding to the City of Lake Forest Park for the Lakefront Community Center

The City of Lake Forest Park has successfully included \$ 2 million in funding in the House-passed Transportation Appropriations bill under the sponsorship of Rep. Pramila Jayapal with the support of both Senator Murray and Senator Cantwell.

However, Congress has yet to pass its FY'26 appropriations bills and as of this writing, the federal government is shut down absent a budget agreement. For these funds to come to the City, Congress must reconvene and come to agreement on the pending appropriations bills and send them to the White House for the President's signature.

Assuming we navigate these steps, the funds will be announced to the City via a federal Notice of Funding Award through the Department of Housing and Urban Development. We will need to complete this funding application and keep any policy riders away from the award that don't meet with Council approval. Engaging the delegation and following the results of ongoing national litigation will be critical parts of this work.

When complete, we will start to look at what the next projects for the City could be with an eye on submitting another federal funding request in 2027 following the outcome of the 2026 elections.

2. Obtain Additional Small and Medium Sized City Set Asides in Federal Grant Programs

Most federal infrastructure spending has a rural set aside which is critical for small rural 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 they simply aren't in their current status.

The RAISE program is the key federal funding program for larger 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. The City has supported efforts to designate a portion of federal

transportation spending for cities between 10,000 and 75,000 in population size. In 2021, as a part of the Bipartisan Infrastructure Bill, the RAISE grant criteria was changed so that half of all funding in the program went to cities below 200,000 in population size. While the City appreciates and supports this action, it puts all but three cities in Washington State in the same competitive pool and is not a true medium sized city set aside.

The issue applies beyond the RAISE program. With dozens of new and augmented federal grant programs for cities funded in the Infrastructure and Climate bills, ensuring these funds are accessible to medium sized cities is a top priority.

As for proof as to why this set aside is needed, since the RAISE program, formerly known as BUILD or TIGER, was created in 2009 through 2021, not a single award was made to a city in Washington State between 10,000 and 75,000 in population size. But after we successfully changed the RAISE grant criteria in 2021, nine cities in Washington State under 100,000 in population size have won RAISE planning and construction grants totaling \$98,780,000.

This funding is a result of the work done by many Washington State cities and sets a good precedent for us to continue to refine population tiers for grant funding. In 2025, the City of Lake Forest Park joined with 38 other Washington Cities in a letter to the delegation about the policy and funding needs in the next Transportation Reauthorization Program, scheduled for 2026.

3. Delegation Meetings

A key part of our engagement moving forward will be to build on the relationships already in place between the City of Lake Forest Park and its Congressional Delegation. This may include meetings in Washington, D.C. between the city and its delegation as well as other federal agencies and offices. We will also meet locally with district-based congressional staff and elected officials. It is possible that some of these meetings take place via videoconference as well as in person.

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.

4. Lobby Against Budget Cuts and for Policy Changes that Would Benefit the City of Lake Forest Park

We will refine and develop this section in more detail as we continue to work together but below are the preliminary keystones of the 2026 federal agenda. Given the current leadership in Congress and in the White House, much of this agenda is defensive in nature as we expect to see proposed reductions in funding for many priorities and programs of importance to the City.

1. **Lobby against cuts to CDBG and HOME funding.** Funding in the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) programs increased by 30% in 2018 after falling to a decade low in 2017 and has been holding relatively steady at that rate

since then. The City should support the CDBG and HOME program at the federal level and lobby against cuts and for increased funding that could be put to use in Lake Forest Park via King County's regional authority.

2. **Lobby for 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 and the City should advocate for strong municipal authority and tax credits that facilitate economic development and meet our region's critical housing needs.
3. **Lobby for Continuing Congressional Earmarking Authority.** Since Congress restored earmarking in 2021, communities and non-profit organizations have seen renewed partnerships with the federal government to fund critical community initiatives. Keeping this critical federal funding tool in place is a priority for the City of Lake Forest Park.
4. **Defend Federal Programs and Funding that Support the City of Lake Forest Park.** Congress and President Trump have strongly supported dramatic budget cuts and program revisions in their first year of control. While the final outcome of these efforts are not yet known as the Federal Budget has not been finalized at the time of this writing, we know that many programs vital to Lake Forest Park are on the chopping block and in need of strong municipal support. These programs include, but are not limited to, funding for climate programs, environmental restoration efforts, non-motorized transportation programs, affordable housing initiatives, food support for low-income families, special education funding and community health programs.
5. **Protecting Federal Grant Funding from Discriminatory and Restrictive Requirements.** President Trump has issued a series of Executive Orders that would make federal funding contingent upon recipients eliminating any programs intended to promote diversity, equity and inclusion policies, among other policy agenda goals. This has led to federal departments issuing grant agreement amendments changing the terms of previously awarded funds as well as any new grant program funding.

The legal authority of this is currently before the courts, most relevant to Lake Forest Park in the pending King County v. Turner litigation. Congress is also developing additional guardrails to restore the authority of the legislative branch over federal spending. Both of these efforts are ongoing and of direct relevance to Lake Forest Park as our pending congressional appropriations for the Lakefront Community Center could be impacted.

The City will carefully monitor both the lawsuits and the federal appropriations language to inform the policies surrounding any future federal funding for the City of Lake Forest Park with the goal of not encumbering any federal funding with extraneous policy goals that would harm the Lake Forest Park community.

6. **Continue to Support the Ballinger Creek Project with the Army Corps of Engineers.** The City has been partnering with Shoreline on an Army Corps of Engineers Section 206 project for Ballinger Creek. In 2022, Representative Pramila Jayapal secured funding for the Army Corps of Engineers to study Ballinger Creek for potential capital improvements and habitat restoration. This project started in 2023 and is leading to identification of specific capital projects. The City has supported

ongoing and increased funding for this program, as well as this project's ongoing inclusion in federal appropriations.