



C-13-172

Receiving # 7411  
(obtain from City Clerk)

**CONTRACT ROUTING FORM**

**DESCRIPTION**

Originator: Scott MacColl Routed by: Heidi Costello  
 Department/Division: Intergovernmental Relations Date: November 19, 2013  
 Name of Consultant/Contractor: The Johnston Group  
 CONTRACT TITLE: Federal Lobbying Services

**CONTRACT CONTENT**

Type of Contract:  (GR) Grants  (I) Intergovernmental Agreement  (L) Lease Agreement  
 (S) Purchase of Services  (W) Public Works  (O) Other

Bid/RFP Number: 7411  
 Effective Date: January 1, 2014 Completion Date: December 31, 2019  
 Has the original contract boilerplate language been modified?  Yes  No  
 If yes, specify which sections have been modified:  
 Description of Services: Provide lobbying and advisory services regarding federal legislative and administrative advocacy actions

**FINANCIAL DETAILS**

Total Amount of Contract: \$270,000.00

Org Key - Obj # 13000007-5410	Amount: \$270,000.00	Org Key - Obj #	Amount:
J/L # - Task #		J/L # - Task #	
Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
J/L # - Task #		J/L # - Task #	
Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
J/L # - Task #		J/L # - Task #	

Are there sufficient funds in the current budget to cover this contract?  Yes  No

Remarks:

**FORMS**

<b>For Public Works/Small Works Contracts:</b>	<b>For Service Contracts:</b>
<input type="checkbox"/> Selection Form	<input checked="" type="checkbox"/> Selection Form
<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Business License
<input type="checkbox"/> Contract Bond/In Lieu of Form	<input checked="" type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Business License	<input checked="" type="checkbox"/> W-9 Form
<input type="checkbox"/> Certificate of Insurance	
<input type="checkbox"/> W-9 Form	

**SIGNATURE**

Authorization Level: City Manager

<input checked="" type="checkbox"/> 1. Project Manager	<input checked="" type="checkbox"/> 6. City Council (if required)
<input checked="" type="checkbox"/> 2. Risk Management/Budget	<input checked="" type="checkbox"/> 7. City Manager
<input checked="" type="checkbox"/> 3. City Attorney	<input checked="" type="checkbox"/> 8. City Clerk
<input checked="" type="checkbox"/> 4. Consultant/Contractor	<input checked="" type="checkbox"/> 9. Originating Department
<input type="checkbox"/> 5. (click to select or overwrite)	

Handwritten signatures and dates: SM 12/3/13, CA 12/5/13, 12/2/13, DT 12/13/13, CA 12/16/13



## Memorandum

**DATE:** November 22, 2013  
**TO:** Debbie Tarry, Interim City Manager  
**FROM:** Scott MacColl, Intergovernmental Relations Manager  
**RE:** Federal Government Relations Contract 7411

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The professional services contract attached is the result of the Request for Proposal (RFP) number 7411, Federal Government Relations Services.

### **Contractor Name and Project:**

The Contractor selected to represent the City of Shoreline for the Federal Government Relations contract is the Johnston Group.

### **Scope of Services:**

The Johnston Group will provide advocacy with the Federal Delegation on the City's behalf both locally and in Washington DC through the following services:

- Prepare and Support Shoreline's Federal Funding & Policy Requests
- Washington, D.C. Lobbying Meetings
- Involvement of City Elected Officials
- Delegation Engagement with the City of Shoreline
- Work with the City of Shoreline to identify its funding needs and get detailed information about priority projects (e.g. 145<sup>th</sup> Avenue).
- Review City capital infrastructure plans and budget to ascertain the full range of City initiatives and federal funding eligibility (i.e. water infrastructure, transit enhancements, CDBG bock grants, disaster mitigation planning, sustainability planning, etc.).
- Determine which City projects are eligible for support through the existing federal grant programs.
- Advise the City of Shoreline about which projects ought to be prioritized for federal grants, directed federal spending via appropriations, targeted federal initiatives (e.g. infrastructure proposals via budget negotiations if applicable), and authorization bills.

- Review the federal budget programs that directly flow through to the City of Shoreline and prepare a risk assessment for each that could be part of the City’s federal agenda.
- Review delegation legislative priorities and their potential impacts – both positive and negative – on the City of Shoreline.
- Monitor all federal grant availability announcements and inform the City about any possibilities for federal funds.
- Work with the City to modify the eligibility requirements for grant programs that don’t currently meet City needs.
- Solicit support from Governor Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell for relevant City grant applications.

**Selection Process:**

The City solicited bids through an RFP process for Federal Government Relations Services from October 22, 2013 through November 5<sup>th</sup>, 2013. The RFP was advertised in the City’s paper of record, the Daily Journal of Commerce, both in print and online. Bids were opened on November 5<sup>th</sup> and five (5) bids were received.

The Johnston Group scored highest through the evaluation process, and staff proposes entering into a contract with the Johnston Group. The Johnston Group was chosen due to their experience and relationships working with the Washington delegation, their presence and approach to engaging the delegation both here and in Washington DC, and their experience working with Washington cities and on projects related to Shoreline’s needs.

**Financial Impact:**

The amount for 2014 is \$49,800 with all costs included. For future years, if additional terms are entered into, the yearly compensation rate will be inflated by the June to June Consumer Price Index (CPI) for the Seattle Metro Area. If an annual contract inflator rate of 3.00% is estimated for the life of contract, the total five year cost of the contract would be \$264,395. Given this, staff is recommending funding authority of \$270,000 for the life of this service contract. Please see the table below for the breakout of these cost figures:

<b>Year</b>	<b>Estimated Annual Cost</b>
2014	\$49,800
2015	\$51,294
2016	\$52,833
2017	\$54,418
2018	\$56,050
Total	\$264,395
<b>Total Not to Exceed</b>	<b>\$270,000</b>

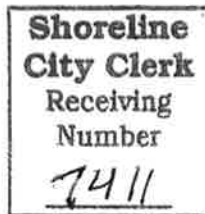
The adopted 2014 budget includes \$49,800 for this service, which is included in the Government Relations Budget with the City Manager's Office budget.

**Council Review:**

Council is required to approve the contract as the total five year contract exceeds the \$50,000 maximum for service contracts that can be signed administratively.

**Schedule:**

The initial contract takes effect on January 1, 2014 and ends on December 31, 2014. The contract automatically extends each year through December 31, 2018 unless terminated by either party.



Contract No. 7411  
Brief Description: Federal Lobbying Services

**CITY OF SHORELINE  
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and The Johnston Group, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide lobbying and advisory services regarding federal legislative and administrative advocacy actions and

WHEREAS, the City has selected Jake Johnston, President, The Johnston Group to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

**1. Scope of Services to be Performed by the Consultant.**

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

**2. Compensation.**

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$49,800 annually adjusted for CPI-U the beginning of each calendar year beginning January 2015, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

**3. Term.**

- A. The term of this Agreement shall commence January 1, 2014 and end at midnight on the 31<sup>st</sup> day of December, 2018.

**4. Termination.**

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

**5. Ownership of Documents.**

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

**6. Independent Contractor Relationship.**

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

**7. Hold Harmless.**

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification

provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Gifts.**

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

**9. City of Shoreline Business License.**

Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City if the gross income from Consultant's business is greater than or equal to \$12,000 per year. More information regarding requirements to register with the State of Washington Department of Revenue can be found on the web at:

<http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx>

**10. Insurance.**

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

**11. Delays.**

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

**12. Successors and Assigns.**

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

**13. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based

upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

**14. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, WA 98133-4905  
(206) 801-2700

Consultant Name: Jake Johnston  
Name of Firm: The Johnston Group  
Address: 2400 80<sup>th</sup> Street #191  
Address: Seattle, WA 98117  
Phone Number: (206) 240-3133

**15. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**16. General Administration and Management.**

The City's contract manager shall be (name and title): Scott MacColl, Intergovernmental Program Mgr.

**17. Severability.**

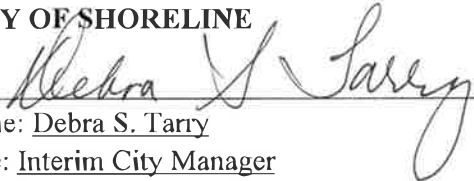
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**18. Entire Agreement.**

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

**CITY OF SHORELINE**

By:   
Name: Debra S. Tarry  
Title: Interim City Manager


Date: 12/13/13

Approved as to form:

By:   
Julie Ainsworth-Taylor, Assistant City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

**CONSULTANT**

By:   
Name: Jake Johnston  
Title: President

Date: 12/11/13



Attachments: Exhibit A (Scope of Work), B (Billing Voucher)

# JOHNSTON | GROUP

November 5, 2013

## City of Shoreline RFP 7411 – Federal Government Relations Services

### SITUATION ASSESSMENT

The City of Shoreline enters 2014 seeking to augment and expand upon its relationship with its congressional delegation to bolster a federal funding partner for its infrastructure and economic development goals. Moreover, it seeks funding support for its infrastructure needs connected to light rail coming to Shoreline – an opportunity with tremendous impact on the City's future.

The attached proposal outlines a detailed and integrated approach that builds upon our previous success together and establishes an enhanced approach for the City to increase its visibility with its congressional delegation and compete for increased federal funding.

The City has proven its leadership to the delegation by securing the remaining funding for its \$120 million SR-99 redevelopment project. The delegation trusts the City to take on and complete complex projects working with numerous local, regional, state and federal partners. These partnerships are critical elements to securing federal dollars for the City's next priorities.

Federal funds accounted for tens of millions of dollars of the SR-99 project. These included the first \$5 million for the project via a congressional earmark and included direct authorization and appropriations spending throughout the many years of the project's planning, design and construction. The Interurban Trail project – including the landmark SR-99 bridge crossing – was also funded with more than 75% of the cost coming from Congressional direction.

This leadership can be brought to bear in 2014 and the years ahead as the City looks to diversify its projects and build new funding opportunities with its federal partners. The nature of that partnership may take a number of different forms. It could be directing federal money to a local project. It could be interfacing with a federal agency to work through specific challenges. It could be seeking legislation that could provide new tools to the City for its funding and policy objectives. It could simply be augmented leadership for the City within the region and state.

The City can create a unique umbrella framework for the City's federal engagement by linking funding requests to housing, job creation, and enhanced quality of life issues – all of which are connected to light rail and its inherent transit and economic development opportunities. Congress has a strong history of being a funding partner for municipalities that have a strong community vision for growth. In the City of Shoreline's case, many of these opportunities are connected to Sound Transit bringing light rail to Shoreline and could include:

- Reconstruction of key arterials connecting to transit infrastructure (e.g. 145<sup>th</sup> Avenue N. from Aurora Avenue to I-5);
- Transit-oriented development adjacent to light rail stations;
- Realignment and upgrading of utility infrastructure;
- Stormwater treatment and management connected with new development;
- Water main replacement and upgrades;
- Sewer system infrastructure or upgrades;

- Pedestrian and bicycle trails;
- Energy efficiency programs / equipment (i.e. LED street lighting);
- Electric vehicle infrastructure;
- Sustainability planning, and;
- Housing assistance and affordability incentives.

While a detailed strategy will be developed in partnership with the City, the above list reflects projects that have been directly funded to Washington State municipalities in the last several years through federal appropriations, grant programs and authorization bills.

There are some key factors that should be taken into account as the City of Shoreline engages its federal delegation in 2014:

- **Congress will focus on transportation - and infrastructure - in 2014.** With the federal transportation bill up for its five-year reauthorization, Congressional leaders have already pledged to make critical infrastructure investments a top priority for the new year. Similarly, Congress is expected to pass the five-year reauthorization of the Water Resources Development Act (WRDA), a bill with targeted funding for municipalities. The two authorization bills provide a direct funding source for the City to engage the delegation for a set of projects in 2014. In this environment, Shoreline can align its requests and priorities to take advantage of Congress' emphasis on infrastructure and economic stimulus.
- **The delegation is working to provide more tools to cities** to meet local infrastructure and economic development objectives. For example, Rep. Larsen has introduced legislation to direct \$120 million under the TIGER grant program to smaller cities to help ensure they qualify for federal infrastructure spending. Similar efforts are underway with disaster mitigation funding, surface water management and other federal funding instruments.
- **Washington State's congressional delegation is exceptionally well positioned** to assist the City of Shoreline. Senator Murray is part of the elected Senate leadership, the Chair of the Senate Budget Committee and a senior member of the Senate Appropriations Committee with jurisdiction over how the federal budget is allocated. She chairs the Transportation Appropriations Subcommittee. No other member of Congress from any state in any party is better positioned to be a partner to the City of Shoreline. Senator Maria Cantwell serves on the Senate Commerce Committee with direct jurisdiction over tax and bonding policy in addition to the Transportation Reauthorization bill and WRDA. The delegation includes Congressman Rick Larsen, who is a senior member of the House Transportation and Infrastructure Committee that has primary jurisdiction over the WRDA bill and the Transportation bill. Congresswoman Cathy McMorris-Rodgers is an elected member of the House Republican leadership. Congresswoman Jaime Herrera-Beutler is a member of the House Appropriations Committee. Perhaps more than any other state, Washington's congressional delegation is poised to assist its local governments with their critical infrastructure investments.
- **The focus on earmark reform and transparency is good for the City of Shoreline.** Earmarks are the congressionally directed funding priorities that have traditionally been included as part of the federal appropriations bills. Congress is expected to continue to forgo earmarks in 2014, but is working to redefine what constitutes an earmark to make sure that economic development and transportation and infrastructure projects still can

qualify for federal investments. For public entities like the City of Shoreline that develop projects and requests with community involvement and support, the current funding environment is favorable for obtaining needed dollars.

### QUALIFICATIONS

The City of Shoreline has many potential options when considering a firm to assist it with its federal relations strategy. The Johnston Group is the right partner for the City of Shoreline for a number of reasons that collectively distinguish it from its competitors. A more robust description of these qualifications can be found at <http://johnstongr.com/partner.html>

- The Johnston Group **knows the federal funding process** and has a proven **track record of success**. We understand the process, the timelines and the critical decisions that have to be made by congressional offices to prioritize financial support. We have experience with the appropriations process, authorization legislation and federal grant programs to design funding strategies that match local government needs with targeted federal funding programs. The result: supportive federal legislation and millions of dollars secured for local governments to fund critical infrastructure and economic development priorities.
- We **know the Northwest delegation and operate where the decisions are made** – in Washington, D.C. and at home in Washington State.
- The Johnston Group combines the **benefits of a small firm with the resources of a large agency**. As a sole consultancy, Jake Johnston will provide experienced and seasoned counsel to the City of Shoreline. From developing strategy and examining capital project infrastructure plans to communicating complex policy and lobbying Congress, the City of Shoreline will have the complete benefit of Jake Johnston's experience and counsel as their day-to-day strategist. Jake can participate in district-based meetings with the congressional offices and work face-to-face with the City on strategic planning and direction. This allows the best collaboration between the City and its professional federal lobbyist. If the City requires additional support and counsel, the Johnston Group maintains a formal relationship with APCO Worldwide and can draw on APCO's resources in Seattle or D.C.
- **We have experience positioning local governments with the federal delegation**. Jake Johnston has represented Washington State cities before the federal delegation to achieve funding and policy goals for more than a decade. We know what messages the delegation responds to and how cities can utilize their strengths to compete for federal funds and leverage state and regional funds through a successful federal engagement.

### SCOPE OF SERVICES

The Johnston Group is able to complete the Scope of Services and Duties as defined in the City's RFP (Sections A-D) titled:

- "Prepare and Support Shoreline's Federal Funding & Policy Requests"
- "Washington, D.C. Lobbying Meetings"
- "Involvement of City Elected Officials"

- "Delegation Engagement with the City of Shoreline"

We further propose the following additions to the proposed scope of services:

#### **Develop Federal Relations Agenda for the City of Shoreline**

- Work with the City of Shoreline to identify its funding needs and get detailed information about priority projects (e.g. 145<sup>th</sup> Avenue).
- Review City capital infrastructure plans and budget to ascertain the full range of City initiatives and federal funding eligibility (i.e. water infrastructure, transit enhancements, CDBG block grants, disaster mitigation planning, sustainability planning, etc.).
- Determine which City projects are eligible for support through the existing federal grant programs.
- Advise the City of Shoreline about which projects ought to be prioritized for federal grants, directed federal spending via appropriations, targeted federal initiatives (e.g. infrastructure proposals via budget negotiations if applicable), and authorization bills.
- Review the federal budget programs that directly flow through to the City of Shoreline and prepare a risk assessment for each that could be part of the City's federal agenda.
- Review delegation legislative priorities and their potential impacts – both positive and negative – on the City of Shoreline.

#### **Grant Funding Strategy**

- Monitor all federal grant availability announcements and inform the City about any possibilities for federal funds.
- Work with the City to modify the eligibility requirements for grant programs that don't currently meet City needs.
- Solicit support from Governor Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell for relevant City grant applications.

#### **BUDGET**

The Johnston Group proposes to complete the scope of services outlined in this proposal and in the RFP for a fixed monthly retainer of **\$4,150** from January 1, 2014 through December 31, 2014 that **includes all expenses**. Following 2014, we are happy to adjust the retainer amount per the Seattle-area CPI-U for the remaining contract years per the RFP.

The opportunity to continue to work with the City of Shoreline 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 Shoreline.

#### **REFERENCES**

Please contact any of the Johnston Group's clients listed below for feedback about our work and how we represent our clients. Per the RFP, each of the clients below is a local governmental entity. Additional references are available upon request.

**Mr. Scott Hugill**, Interim City Manager, City of Mountlake Terrace

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Mailing Address  
2400 NW 80th St., #191, Seattle, WA 98117

Office Location  
2208 Market Street, Suite 307, Seattle, WA 98107

(206) 240-3133  
johnstongr.com

(425) 744-6208      shugill@ci.mt.wa.us

**Mr. Gregg Davidson**, CEO, Skagit Valley Hospital, Public Hospital District #1 of Skagit County  
(360) 428-2130      GDavidson@skagitvalleyhospital.org

**Mayor Jerry Smith**, Chairman, Lake Ballinger/McAleer Creek Watershed Forum  
(425) 876-1701

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Mailing Address  
2400 NW 80th St., #191, Seattle, WA 98117

Office Location  
2208 Market Street, Suite 307, Seattle, WA 98107

(206) 240-3133  
johnstongr.com

# JOHNSTON | GROUP

## APPENDIX - ABOUT THE JOHNSTON GROUP

The Johnston Group was formed in 2009 to provide substantive federal government relations services to public entities in Washington State that want to build partnerships and relationships with their congressional delegation. Jake Johnston, the Johnston Group's founder and principal, helps clients position their issues and priorities with the federal government in the most compelling and timely way to ensure long-term success.

Prior to forming the Johnston Group, Jake spent five years as a Vice President at APCO Worldwide, the global Public Affairs Agency of the Decade (Holmes Report 2010) headquartered in Washington, D.C. with offices in Seattle and around the globe. At APCO, Jake built a government relations practice that was integrated into the consultancy's offerings to clients.

Before APCO, Jake was the Manager of Government Affairs for Immunex Corporation, a Seattle-based Fortune 500 biopharmaceutical company. At Immunex, Jake led the company's government affairs and public affairs strategy and worked on a successful strategy to gain Medicare coverage for certain self-injected biopharmaceutical therapies. Jake also led two Congressional Biotechnology Staff Trips that brought leading biotechnology thought leaders into collaborative discussion with top policy and political aides to Members of Congress from Washington, D.C.

For the seven years prior to Immunex, Jake worked for the U.S. House of Representatives in Washington, D.C., most recently as the Legislative Director for Congressman Jay Inslee (WA). Jake also worked for Congresswoman Nancy Pelosi (CA), Congressman Pete Stark (CA) and Speaker Thomas Foley (WA).

From his time on Capitol Hill, Jake understands the difficult choices that Members of Congress and their staff must make when prioritizing their requests and support. Jake has served in the positions that his clients seek to influence and understands the dynamics and challenges of the relationship from both sides of the desk. With this background on Capitol Hill combined with his experience at APCO Worldwide as a senior consultant, Jake has assisted companies and organizations develop effective communications and government relations strategies that have resulted in targeted media placement, direct government funding, positive policy decisions and strong relationships with key decision-makers.

The Johnston Group maintains a formal relationship with APCO Worldwide as an "of counsel" senior counselor supporting the government relations service offering and federal funding practice at APCO. This relationship with APCO provides the Johnston Group's clients with access to one of the world's leading public affairs consultancies if needed. The Johnston Group is committed to environmentally sustainable business practices and strives to operate itself as a climate-neutral business.

Jake is the Co-Founder and Chairman of the Board of Connect1D ([connect1d.org](http://connect1d.org)), a nonprofit organization serving the social and emotional needs of people impacted by Type 1 Diabetes. The mission of Connect1D is to connect people with Type 1 Diabetes through programs, social networking, educational meetings and support activities at every stage of their lives.

**EXHIBIT B  
CITY OF SHORELINE  
BILLING VOUCHER**

17500 Midvale AVE N, Shoreline, WA 98133-4905 ♦ (206) 801-2700 ♦ Fax (206) 546-7870

Contract No. 7411

Firm Name: The Johnston Group

Mailing Address: 2400 80<sup>th</sup> Street #191, Seattle, WA 98117

Invoice No.: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

Amount of Invoice: \$ \_\_\_\_\_

Contract Expiration Date: December 31, 2018 Current Invoice Period: \_\_\_\_\_

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

**BUDGET SUMMARY:**

Total Contract Amount (including amendments)	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

\_\_\_\_\_  
Consultant Signature

*For Department Use Only*

Approved for Payment:

\_\_\_\_\_  
City of Shoreline

\_\_\_\_\_  
Date: