

**RESOLUTION NO. 23-1933**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING  
THE MAYOR TO SIGN THE AGREEMENT FOR 2024- 2025  
FEDERAL LEGISLATIVE ADVOCACY SERVICES WITH  
THE JOHNSTON GROUP**

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**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 14th day of December, 2023.

APPROVED:

\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: December 8, 2023  
PASSED BY THE CITY COUNCIL: December 14, 2023  
RESOLUTION NO.: 23-1933

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT**

**Agreement Title:** Federal Government Affairs Consultant Contract – 2024 & 2025

**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 80<sup>th</sup> Street, #191, Seattle, WA 98117  
Consultant Phone: 206-240-3133  
Consultant Fax:  
Contact Name Jake Johnston  
Consultant e-mail: [jake@johnstongr.com](mailto: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 2024 and 2025; 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, 2025, 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](mailto: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. 80<sup>th</sup> 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.

<b>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</b>	
<b>CITY OF LAKE FOREST PARK WASHINGTON</b>	<b>The Johnston Group</b>
By: _____ Jeff Johnson, Mayor	By _____ Jake Johnston
_____ Date	Its _____ Date: _____
<b>ATTEST:</b>	
_____ 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 is seeking support to develop and augment its relationship with the federal government to bring critical funding and policy support for the City's goals. 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 Biden Administration are providing numerous funding opportunities for Lake Forest Park. After making funding available for cities through the American Rescue Plan Act (ARPA), Congress has restored its earmarking authority for its appropriations and authorization bills with strict parameters around the types of projects eligible for support. Finally, Congress and the Biden Administration enacted a bipartisan infrastructure bill and an inflation reduction act that are making historic investments into transportation and infrastructure programs.

This creates a wholly unique opportunity to bring federal funds to city priorities across several policy and project areas.

Our 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 selecting a prioritized number of projects that will actively seek federal support via lobbying for directed federal funding through congressional appropriations bills and securing delegation support for federal grants.

Our 2024 federal agenda goals are:

1. Bring Federal Funding to the City of Lake Forest Park for Capital Projects through federal appropriations and federal grant programs.
2. 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.
3. Lobby for policy changes and legislation that would positively benefit the City of Lake Forest Park.

#### **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 a powerful three members on the Appropriations Committee, including the Chair of the Senate Appropriations Committee. In addition, the Washington State delegation has a former member of House Republican leadership as well as the Caucus Chairs of the progressives, the conservatives and the moderates in the House Democratic Caucus.



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)**
  - President Pro Tem of the Senate, 3<sup>rd</sup> in line for the Presidency.
  - Chair 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)**
  - Chair of the Commerce, Science and Transportation Committee in the Senate.
  - Third most senior Democrat on the Senate Finance Committee.
- **Congresswoman Pramila Jayapal (WA)**
  - Chair of the House Progressive Caucus with 103 members (2023).
  - 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 97 members (2023).
  - Chair of the political arm of the House Democratic Caucus.
- **Congressman Rick Larsen (WA)**
  - Ranking Member of the Transportation Committee.
  - Former Member of the House Armed Services Committee with jurisdiction over defense policy, including military installations.
- **Congresswoman Cathy McMorris Rodgers (WA)**
  - Former Member of the House Republican Leadership.
  - Chair of the House Energy and Commerce Committee with jurisdiction over health policy, telecommunications, energy and environment and climate change.
- **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.
- **Congressman Derek Kilmer (WA)**
  - Member of the House Appropriations Committee.
  - Member of the House Ways and Means Committee with jurisdiction over tax policy and entitlement health programs like Medicare and Medicaid.
- **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.
- **Congresswoman Marie Gluesenkamp-Perez (WA)**
  - Co-Chair of the House Blue Dog Caucus (Conservative Democrat Caucus).

### **III. DRAFT 2024 Federal Agenda**

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

### **1. Bring Federal Funding to the City of Lake Forest Park for Capital Projects**

There are multiple funding opportunities for Lake Forest Park on the short- and long-term basis. A sustained effort is strongly recommended to be successful in these approaches.

1. **Earmarks.** Also known as Congressionally directed spending, these specific project funding opportunities have returned to Congress and are available for Lake Forest Park to pursue. Earmarks have strict project criteria attached to them:

- Available only to public agencies and certain eligible nonprofits;
- Requires a non-federal match of at least 25-50% depending on the type of project and the corresponding federal account, and;
- Must be one-time costs and not operational funding.

The City of Lake Forest Park attempted to win funding via this mechanism in 2023 for the replacement of the L70 and L110 culverts along Lyon Creek. Though our project was recommended for funding by Congresswoman Pramila Jayapal, we were not included for funding in the House appropriations bill. The Congresswoman's office has encouraged us to resubmit the request or replace it with a more pressing priority for the City so we can make another attempt in 2024.

Our work in 2024 will be to resubmit the Culvert Replacement request or another municipal priority for earmark funding.

A successful earmark strategy involves building strong community support for our project and meeting the strict eligibility criteria in place for the opportunity. The formal applications will be due to Congress towards the end of Q1 2024. The Johnston Group will work in collaboration with Lake Forest Park on the development of materials, identification of potential projects for support and will handle all the submittal requirements. Additionally, we'll need to build community support for the request and brief the delegation before the projects are submitted.

The range of earmarks is between \$750,000 and \$5 million with the most competitive projects falling in the \$2.5-3 million range with a 25% match requirement and transportation, infrastructure and energy projects falling in the upper half of the range with a 50% non-federal match requirement.

2. **Consider a Future RAISE Planning Grant for the Town Center Area.** Now that the RAISE grant program appears to be a viable source of infrastructure funding for small and medium sized cities, the City should evaluate if it is a viable federal grant program for the City's infrastructure and transportation needs connected to the broad Town Center area. With the prevalence of non-motorized capacity on the Burke Gillman Trail and the development of Bus Rapid Transit service along SR-522, the appropriate elements are in place for this program to be a potential source of substantial funding for the City. The City expects to be

at 30% engineering for the pedestrian crossing of SR 522 in 2024 and will evaluate if the RAISE grant is a potential fit for 2025 or beyond, depending on Council direction for the project.

3. **Infrastructure Programs funded through the Bipartisan Infrastructure Law (BIF) and the Inflation Reduction Act.** Congress and President Biden enacted the Bipartisan Infrastructure Bill in December 2021 and the Inflation Reduction Act in August 2022. These two bills provide dozens of grant and program funding opportunities for the City of Lake Forest Park. The Johnston Group and the City of Lake Forest Park will evaluate these programs to determine if they are viable funding sources for the City's needs and priorities. There are substantial concerns that national grant programs disadvantage medium sized cities without a specific set aside so that cities of similar size compete on equal ground. We also recognize the limited staff capacity to take on new substantial federal grant applications.

Several proposals in both House and Senate bills have new programs identified for competitive grant funding (see below for a selected list). Influencing how these programs are implemented 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 has gone through at least one full funding cycle so far so we will have experience with the specific criteria to evaluate good fits for Lake Forest Park as well as to make recommendations for program modifications to congress. Some of the recent grant programs include:

- Climate Pollution Reduction Grants
- Environmental and Climate Justice Block Grants
- Neighborhood Access and Equity Grant Program
- Latest and Zero Building Energy Code Adoption
- Safe Streets and Roads for All Program
- Reconnecting Communities Pilot Grant Program
- Culvert Removal, Replacement and Restoration Program
- Broadband Development and Deployment
- Charging and Fueling Infrastructure
- Bridge Investment Program
- Clean Heavy Duty Vehicles
- Carbon Reduction Program
- Local and Regional Project Assistance Grants

4. **Preparing for the next Transportation Authorization Bill.** Following the above section, the next reauthorization of the Transportation bill is less than three years away. Starting the process now to identify policy changes necessary for the City to compete for funding and preparing any earmark requests for the next bill will be a long-term part of this scope of work. Starting to prep the delegation now for a large funding request in the next transportation bill is a key strategic objective of this engagement. Especially with Washington's Member of Congress, Rick Larsen, being the top Democrat on the House Transportation Committee.
5. **Emergency Services.** Cities are a key part of regional disaster mitigation preparedness. The State of Washington gets annual funding from the Department of Homeland Security to



cover costs identified in County-adopted Emergency Management Plans. Lake Forest Park should review the County's workplan to see what is listed and what could be added.

Examples of projects that have received federal funding via this strategy include backup emergency generators, municipally operated emergency operations centers, emergency communication systems and community shelters, etc. The Johnston Group will coordinate with the city's liaison to the regional Emergency Services planning group and help identify projects for funding.

6. **Water Resources Development Act (WRDA).** The Army Corps of Engineers has a relatively new authority from Congress to partner with local governments on projects that fall within the Corps' authorities but are too small for the Corps to act as a project lead. The Johnston Group helped the City of Mountlake Terrace utilize this project for the first time in Washington State. The result was federal funding of more than \$5 million for the city's Ballinger Park project including the re-channelization of a stream and restoration of local ecosystem for threatened species. Last year, the City of Lake Forest Park partnered with the City of Shoreline and secured \$100,000 in initial project scoping from the Army Corps of Engineers to start work on Ballinger Creek. Supporting this work with the anticipation of additional capital dollars being directed to construction will be a key priority for this engagement.

More, the City could consider additional projects within its scope for potential partnerships with the Corps. These projects could include additional culvert replacement projects as well as elements of the new Lakefront Park property.

7. **Grant Support.** Once we analyze the projects and goals of the City of Lake Forest Park, we expect to have a number of potential grant programs for the City to consider. If the City elects to pursue grant programs given its internal capacity, the Johnston Group will work with the city to ensure that the application meets the political and policy goals of the program, assist with the drafting of the narrative components of the application, develop materials for community outreach and support and seek congressional support for any submitted grant.

For each of these funding opportunities, the Johnston Group will manage the workflow, coordinate with the Lake Forest Park team, build support for specific requests and projects and lobby for funding.

## **2. 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.

### **3. Additional Policy Areas**

We will refine and develop this section in more detail as we continue to work together but below are the preliminary keystones of the 2024 federal agenda.

#### **1. Lobby for new Transportation and Infrastructure Grant program set asides for Medium Sized Cities.**

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.

The RAISE program is the key federal funding program for local infrastructure investments. Yet, nearly all cities compete within the same funding pool, putting smaller and medium sized cities at a competitive disadvantage for funding even as the 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 has led efforts to designate a portion of federal transportation spending for cities between 10,000 and 75,000 in population size. In 2020, due to work supported by the City of Lake Forest Park and supported by our congressional delegation, 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 we appreciate and support 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.

The City will lobby for a portion of federal infrastructure dollars be set aside for medium sized cities between 10,000 and 75,000 in population size. This policy position is consistent with the work that other Washington State cities have 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, formerly known as the 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.

After the RAISE program criteria was changed in 2021 so that half of all awards had to go to communities below 200,000 in population size, there was an immediate impact in Washington State. In 2022, two awards went to medium sized cities (Lynnwood and Bothell) and in 2023, the City of Shoreline was awarded \$20 million through the RAISE program.

In 2024, the City will continue to partner with other Northwest cities to increase the set asides in additional transportation programs and climate infrastructure funding opportunities so that Lake Forest Park has competitive access moving forward.

2. **Lobby for 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 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 via King County's regional authority.
3. **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.
4. **Lobby for Environmental and Climate Policies that Impact the Lake Forest Park community.**

- 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 enacted in December of 2021. This new program is authorized for \$1 billion over 5 years and creates 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 to compete for funds.

- Army Corps of Engineers Section 206 Funding

The City is working with the Army Corps of Engineers on its Ballinger Creek project in partnership with the City of Shoreline 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 moving forward.

5. **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. With so many changes in House leadership in 2023, there is concern that earmarking may not continue beyond 2024. Keeping this critical federal funding tool in place is a priority for the City of Lake Forest Park.

**City of Lake Forest Park  
Proposed 2024 Federal Agenda  
Short Summary**

**1. Bring Federal Funding to the City of Lake Forest Park for Capital Projects**

- Submit an earmark request for key city priorities that could potentially include:
  - Resubmittal of a culvert replacement project
  - Lakefront Park
  - Traffic circles to enhance mobility and safety – the City has an approximately \$2 million funding gap for its SR 104 traffic circle that could be an excellent candidate for earmark funding.
- Evaluate a RAISE Grant for the Town Center Area in 2025 depending on Council direction.
- Explore Infrastructure Programs funded through the Bipartisan Infrastructure Law (BIF) and the Inflation Reduction Act.
- Prepare for the next Transportation Authorization Bill – specific projects requests and policy changes.
- Connect City Emergency Services funding programs to Funding Opportunities.
- Highlight the work in Ballinger Creek in partnership with the City of Shoreline during the next Water Resources Development Act (WRDA).
- Review Grant Opportunities and Support City Applications.

**2. 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.

**3. Lobby for Policies of Importance to the Lake Forest Park Community**

- Lobby for new Transportation and Infrastructure Grant program set asides for Medium Sized Cities.
- Support increased CDBG and HOME funding.
- Advocate for Tax Policies that benefit Lake Forest Park:
  - New Markets Tax Credit
  - Affordable Housing Tax Credit
  - State and Local Sales Tax Deduction
  - Preserving Municipal Bonding Authority
- Lobby for Environmental and Climate Policies that Impact the Lake Forest Park community.
  - Culvert Replacement Program Funding
  - Army Corps of Engineers Section 206 Funding
  - Tax Credits for Stormwater Retrofits and New Development
- Support for Continuing Congressional Earmarking Authority.