



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	5	Date:	20 Aug 2012
Proposed Motion No.:	2012-0277	Prepared by:	Carmela Ennis Nick Wagner

SUMMARY

Proposed Motion 2012-0277 (pp. 5-7 of these materials¹) would authorize the chair of the County Council to enter into a contract with David Foster d/b/a Foster Government Relations to represent the county during the 2013 Legislative Session. The contract is to take effect on 1 September 2012 and end on 31 August 2013, unless extended or terminated earlier pursuant to the terms and conditions of the contract.

BACKGROUND

The County Council and the County Executive work together to set the state legislative agenda for King County and direct the government relations advocacy program, which is charged with monitoring, tracking, and advocating on issues of concern to the County. As part of the government relations advocacy program, the County retains consultants to provide monitoring, reporting, and advocacy services.

Earlier this year the County's government relations staff prepared a request for proposal (RFP) and followed the established county procurement process to solicit and select a consulting firm to represent King County in the pursuit of its state legislative agenda. Four applications were received.

There was a two-step selection process. First, four council staff and four executive staff evaluated the written applications based on the criteria stated in the RFP. Second, four councilmembers and four executive staff interviewed and scored the two consultants that scored highest on the basis of the proposals. Of those two consultants David Foster d/b/a Foster Government Relations received the higher overall score and therefore was selected.²

¹ All page references are to this staff report and its attachments.

² David Foster submitted a joint proposal with the separate firm Shaw Government Relations, which will be assisting as a subcontractor with David Foster's work for King County.

THE PROPOSED CONTRACT

The consultants' primary responsibilities under the proposed contract (pp. 27-28) are to:

- Assist in developing the County's state legislative agenda and an action plan for achieving the goals set in the agenda;
- Advise the Council, the Executive, and county staff with respect to proposed legislation, including the timing and nature of direct county contacts with legislators and other state officials;
- Maintain regular contact with King County's state delegation, legislative leadership, key legislative committees, and the executive branch of state government in connection with the development of legislation pertaining to the County, as directed by the Council's and the Executive's Directors of Government Relations;
- Monitor actions by the state legislature and the state executive branch on issues of concern to the county and attend meetings of public interest groups and state organizations regarding those issues;
- Provide status reports on relevant issues and prepare memoranda and other information as requested; and
- Consult with the Council's and the Executive's Directors of Government Relations to identify the most effective means for assuring that the County's legislative priorities are addressed by the Washington State Legislature.

The covered issues (p. 28) include:

- General County Government
- County Taxes and Revenue
- Transportation & Infrastructure
- Growth Management and Land Use
- Water, Sewer, Solid & Hazardous Waste
- Environmental Protections & Regulation
- Criminal Justice & Corrections
- Human Services
- Public Health & Health Reform Implementation
- Other Issues as Assigned

The contract is to take effect on 1 September 2012 and unless extended or terminated earlier, pursuant to the terms and conditions of the contract, is to end on 31 August 2013 (p. 11).

FISCAL IMPACT

The proposed contract provides for payments “in an amount not to exceed \$131,200.00, in twelve equal monthly payments of \$10,933.33” (p. 12).

AMENDMENT

Amendment 1 (pp. 9-49 of these materials) would:

1. Insert the name of the consultant in the blanks in lines 11 and 16 of the original motion;
2. Conform the wording in line 18 to the contract language;
3. Clarify the wording in line 30; and
4. Add the Services Contract as Attachment A, which is referred to in line 16 of the original motion.

ATTACHMENTS

Page

1. Proposed Motion 2012-0277	5
2. Amendment 1	9
Attachment A: Services Contract	11

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 15, 2012

Motion

Proposed No. 2012-0277.1

Sponsors Hague

1 A MOTION authorizing the chair of the council to enter
2 into a contract for services to represent the county with the
3 Washington state legislature.

4 WHEREAS, the county is a subdivision of the state of Washington, and

5 WHEREAS, as a result, the county's services, operations and finances are to a
6 significant extent controlled by the laws of the state, and

7 WHEREAS, legislation adopted by the Washington state legislature often impacts
8 King County's services, operations and finances, and

9 WHEREAS, it is in the interest of the residents of King County for the county to
10 have representation during the legislative session on a broad range of complex issues, and

11 WHEREAS, based on a competitive solicitation process, _____ was
12 selected as the highest ranked proposer and has been chosen to represent King County
13 with state government officials;

14 NOW, THEREFORE, BE IT MOVED by the Council of King County:

15 The chair of the metropolitan King County council is authorized to enter into a
16 contract, substantially in the form of attachment A to this motion, with _____
17 for the services of monitoring actions by the state legislature and the state executive
18 branch on all issues of concern to King County and advocating on the county's behalf, for

19 a one-year period commencing with the date of contract signature, on all issues including,
20 but not limited to:

- 21 A. General County Government
- 22 B. County Taxes and Revenue
- 23 C. Transportation & Infrastructure
- 24 D. Growth Management and Land Use
- 25 E. Water, Sewer, Solid & Hazardous Waste
- 26 F. Environmental Protections & Regulation
- 27 G. Criminal Justice & Corrections
- 28 H. Human Services
- 29 I. Public Health & Health Reform Implementation
- 30 J. Other Issues as Assigned

31

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

Motion

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: None

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Aug. 20, 2012

nw

Sponsor: Hague

Proposed No.: 2012-0277

1 **AMENDMENT TO PROPOSED MOTION 2012-0277, VERSION 1**

2 On page 1, line 11, after “process,” delete “_____” and insert “David Foster
3 d/b/a Foster Government Relations”

4 On page 1, line 16, after “with” delete “_____” and insert “David Foster d/b/a
5 Foster Government Relations”

6 On page 1, line 18, after “branch on” delete “all”

7 On page 2, line 30, after “J.” delete “Other Issues as Assigned” and insert “Other Issues
8 of Concern to King County as Assigned”

9 Add Attachment A, Services Contract.

10

11 **EFFECT:**

- 12 **1. Inserts the name of the consultant in the blanks in lines 11 and 16.**
- 13 **2. Conforms the wording in line 18 to the contract language.**
- 14 **3. Clarifies the wording in line 30.**
- 15 **4. Adds the Services Contract as Attachment A, which is referred to in line 16**
- 16 **of the original motion.**

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Services Contract

THIS CONTRACT #5480091 ("Contract") is entered into by **KING COUNTY**, Washington, (the "County"), and **David Foster d/b/a Foster Government Relations** (the "Contractor"), whose address is **3646– 48th Ave SW, Seattle, WA 98116**. The County is undertaking certain activities related to, State Government Advocacy and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work Exhibit A
 - Consultant Disclosure Form (if applicable) Exhibit B
 - Equal Benefits Compliance.....Exhibit C
 - W-9.....Exhibit D
3. Request for Proposal (as modified by any addenda)
 - King County Request for Proposal _____ Exhibit E
4. Contractor's Proposal
 - RFP 1243-12-CMB Shaw Government Relations and Foster Government Relations Proposal Exhibit F
5. Other Exhibits

II. CONTRACT TERM

This Contract shall be effective on Sept 1, 2012 and shall expire on Aug 31, 2013. The term of this Contract may be extended in one (1) year increments for up to two (2) additional one-year periods for a total duration of three (3) years, in accordance with the County's best interests and at the sole discretion of the County. Any such extension shall be effected by a Contract Amendment in accordance with the terms and conditions of this Contract.

Attachment A

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed \$131,200.00, in twelve equal monthly payments of \$10,933.33.

COMPANY NAME

KING COUNTY

Authorized Signature

Authorized Signature

David Foster, Foster Government Relations

Larry Gossett
Chair, King County Council

Date Accepted: _____

Date Accepted: _____

Approved as to form only:

David Regnier,
King County Prosecuting Attorney

Attachment A
TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED - A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

CONTRACT AMENDMENT - A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

CONTRACTOR - The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

DAY - Calendar day.

KCC - The King County Code.

PERSON - Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

PROJECT MANAGER - The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW - The Revised Code of Washington.

SCOPE OF WORK (SOW) -An exhibit to the Contract consisting of a written description of the Work to be performed.

SUBCONTRACTOR - The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

WORK - Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific

phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.8 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this

Attachment A

Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.9 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.10 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Co-Managers: Jason King, Director. Govt Relations, KC Council	David Foster d/b/a Foster Government Relations
Genesee Adkins, Director Govt Relations, KC Executive	
516 3 rd Avenue, Room 1200	3646-48 th Ave SW
Seattle, WA	Seattle, WA 98116
206-296-0361	206-372-8523
jason.king@kingcounty.gov Genesee.adkins@kingcounty.gov	Davidfoster9@gmail.com
	[Fax Number]

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions , will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

Attachment A

1. General Liability: \$N/A combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$N/A aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$N/A Per Claim and in the Aggregate
3. Automobile Liability: \$N/A combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$N/A

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

- a. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- b. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
- c. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
- d. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each

Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 - 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 - 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 - 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
 - 1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in

determining the Work to be done or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

Attachment A

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor

is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not

Attachment A

discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms.

Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

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1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
 2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
 3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.
- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).
- Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.
- The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.
- The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.
- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this

Attachment A

Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed

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written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.

2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

*****Use 10.5 when contractor may encounter health information*****

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.s

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

End Of Terms And Conditions

SCOPE OF SERVICES

Services performed by the consultant would allow King County officials in both the legislative and executive branches to keep abreast of developments on a broad range of issues being considered by the state legislature. On a selected group of issues, the consultant would provide more in-depth services including advocacy on the county's behalf. A list of the issues on which the consultant would provide advocacy, monitoring, and reporting services is included as a part of the scope of services. The consultant would provide the following services:

1. Advocacy Services

- a. The consultant will assist the King County Executive's Director of Government Relations in developing a state legislative agenda and an action plan for achieving the goals set in the state legislative agenda. At the direction of county government relations staff, this may include meetings with department staff and county officials to understand and develop legislation, testimony, and detailed legislative strategies.
- b. The consultant shall advise the County Council, the County Executive, and county staff with respect to proposed legislation including the timing and nature of direct County contacts with legislators and other state officials. As requested, the consultant shall coordinate with county government relations staff to facilitate meetings between King County elected officials and legislators in Olympia or in King County.
- c. The consultant will maintain regular contact with King County's state delegation, legislative leadership, key legislative committees, and the executive branch of state government involved in the development of legislation, pertaining to operation of the county, as directed by the King County Council's Director of Government Relations and the King County Executive's Director of Government Relations.
- d. Issues Covered by Advocacy:
 - General County Government
 - County Taxes and Revenue
 - Transportation & Infrastructure
 - Growth Management and Land Use
 - Water, Sewer, Solid & Hazardous Waste
 - Environmental Protections & Regulation
 - Criminal Justice & Corrections
 - Human Services
 - Public Health & Health Reform Implementation
 - Other Issues as Assigned

2. Monitoring and Reporting Services

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- a. The consultant will monitor actions by the state legislature and the state executive branch on all issues of concern to the county and attend meetings of public interest groups and state organizations regarding topics of interest to King County. As requested, the consultants may be required to assist with bill analysis software or applications used to solicit county department staff feedback on legislation.
- b. The consultant will provide status reports to the King County Council's Director of Government Relations, the King County Executive's Director of Government Relations, and the Committee of the Whole - on relevant issues and prepare memoranda and other information as requested by the County. This may include, but not be limited to, comprehensive weekly written reports as well as weekly and ad-hoc conference calls.
- c. The consultant will consult with the King County Council's Director of Government Relations and the King County Executive's Director of Government Relations to identify the most effective means for assuring that the items on the adopted King County Legislative agenda are addressed by the Washington State Legislature. This may include, but not be limited to, weekly in-person meetings throughout legislative session as well as weekly and ad-hoc conference calls.
- d. Issues Covered by Monitoring and Reporting:
 - General County Government
 - County Taxes and Revenue
 - Transportation & Infrastructure
 - Growth Management and Land Use
 - Water, Sewer, Solid & Hazardous Waste
 - Environmental Protections & Regulation
 - Criminal Justice & Corrections
 - Human Services
 - Public Health & Health Reform Implementation
 - Other issues as Assigned

King County Consultant Disclosure



Department of Executive Services
Board of Ethics
CNK-ES-0131
401 Fifth Avenue, Suite 131
Seattle, WA 98104-1818
206-296-1586 Fax 206-205-0725
TTY Relay: 711
board.ethics@kingcounty.gov

Please Read Carefully

No payment will be made to the Consultant until this form has been filed with the Contract and with the King County Board of Ethics

For Board of Ethics use only	
Date Received	_____
Audit Date	_____
Date Closed	_____

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of the amount specified in K.C.C. 4.16.095 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, Mail Stop CNK-ES-0131, 401 Fifth Avenue, Suite 131, Seattle, WA 98104, and the other with the contract with the Finance and Business Operations Division, Procurement and Contract Services Section, Mail Stop CNK-ES-0340, 401 Fifth Avenue, Suite 340, Seattle, WA 98104.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**Please type or print all information, except required signature.
All incomplete forms will be returned.**

Today's Date: 8/13/2012

Contract Number: 5480091 Amount of Contract: \$131,200.00

Consultant's Name: Foster Government Relations

Address: 3646 - 48th Ave SW Phone: 206 - 372 - 8523

Seattle WA 98116
City State ZIP Code

Effective Date of Contract: September 1, 2012 Expiration Date of Contract: August 31, 2013

Type of Services Contracted: Government Relations Advocacy

Contracting County Dept.: KC Council and KC Executive Division: Governmental Relations

County Contact Person: Jason King

Contact Work Phone: 206 - 296 - 0361 Mail Stop: KCC-CC-1200

1. List the name of any former county employee who is or will be working for the consultant on this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

2. List the name of any former county employee who has a financial or beneficial interest in this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

3. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Office / Directorship: _____

Name: _____

Relationship to Employee: _____

4. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Name: _____

Relationship to Employee: _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount / value and describe):

Receipt of compensation, gift or thing of value from the consultant (indicate amount / value and describe):

5. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. Attach a separate sheet if necessary.

If none, check this box:

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From - To)	County Department and Division

6. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract.

If none, check this box.

Officer / Director Name: _____

Position: _____

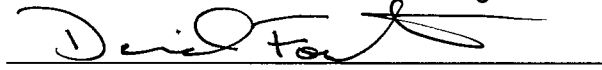
Name of County Board or Commission: _____

7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above? If so, please explain.

If none, check this box.

Declaration

I, DAVID FOSTER, declare under penalty of perjury
(Print name)
 under the laws of the State of Washington that the foregoing is true, complete and correct.


(Signature)

SOLE PROPRIETOR
(Title)

Signed this 13 day of AUGUST, 2012
(Month) (Year)

at SEATTLE, WA
(City) (State)

Alternate Formats Available
206-296-1586 TTY Relay: 711

**Equal Benefits
Compliance Worksheet**



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

Return this Worksheet, Declaration, and any attached alternate compliance forms to King County.

Name of Contractor: FOSTER GOVERNMENT RELATIONS
 Contact Person: DAVID FOSTER Phone Number: 206-372-8523
 Fax: _____ E-mail: davidfooster9@gmail.com
 Approximate Number of Employees in the U.S. 0 Solicitation / Contract #: 5480091

1. EMPLOYEE INFORMATION

- a. Do you have any employees?..... Yes No
- b. If 1.a is yes, are they Union, Non-Union, OR both?..... Union Non-Union

If the answer to Question 1a is "NO," (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.

2. IF YOU HAVE NON-UNION EMPLOYEES

- a. Do you make any benefits available to employees?
[Paid by employer or not]..... Yes No
- b. Do you make any benefits available to the spouses of employees?
[Paid by employer or not]..... Yes No
- c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees?
(Same-sex and Opposite-sex) [Paid by employer or not]..... Yes No

If the answers to both Questions 2(b) and 2(c) are "NO," (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.

If the answer to either Question 2(b) or 2(c) is "YES", continue to Question 3.

3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

Indicate which benefits are made available below. Check "Yes" for any benefit that is available, **paid for or not** (same & opposite-sex). Check "No" if not available. Available might mean a death benefit for Pension (joint annuity) or Disability can be paid to DP/LDMH. Bereavement leave policies must be equal for a DP/LDMH. Family leave must include an employee's DP/LDMH and their dependants. If moving expenses/Relocation increases when including a spouse, they must also increase for DP/LDMH.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Employee Benefit	Employees	Spouses	DP/LDMH
Business Travel (not mileage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (<i>specify</i>):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (<i>specify</i>):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If **all** of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all non-union and, if any, all union employees (see 5. below), select **Option A** on Page 3 on the attached Declaration. **OR:**

If **ANY** of the checked boxes in the "Spouses" and "DP/LDMH" columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

4. IF YOU HAVE UNION EMPLOYEES

- a. Are any benefits available to the spouses of union employees? Yes No
- b. Are any benefits available to the DP/LDMH of union employees?..... Yes No

If the answer to either Question 4(a) or (b) is "YES", continue to Question 5.

5. BENEFITS AVAILABLE FOR UNION EMPLOYEES

Please indicate which union benefits are available on the list below. All instructions noted in Section 3 apply here. **Note:** Union benefits may be controlled by a trust, and the eligibility of DP/LDMH may be restricted by a Union Trust Administrator. Please contact King County Procurement and Contract Services Section at 206-263-9400 to learn how to apply for a Collective Bargaining Delay.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Travel (not mileage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (<i>specify</i>):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (<i>specify</i>):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If **all** of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all union and, if any, all non-union employees (see 3. above), select **Option A** on Page 3 of this Declaration. **OR:**

If **ANY** of the checked boxes in the "Spouses" and "DP/LDMH" columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676



King County

**Equal Benefits
Compliance Declaration**

King County cannot award a contract until you submit the attached Worksheet and this Declaration.

I, DAVID FOSTER on behalf of FOSTER GOVERNMENT RELATIONS
(Name) (Contractor Name)

state that the Contractor complies with King County Ordinance 14823 and related rules because it:
(Select the Option that applies and sign form below):

Option A

Makes benefits available on an equal basis to all its non-union and union employees with spouses and its employees with a domestic partner (same-sex and opposite-sex) OR legally domiciled member of household.

Option B

Does not make ANY benefits available to the spouses or the domestic partner OR legally domiciled member of household of employees.

Option C

Has no employees.

Option D

Has received approved authorization from King County Procurement and Contract Services to delay implementation of equal benefits due to a **Collective Bargaining Agreement, Open Enrollment, or internal Administrative** steps. (Substantial Compliance Authorization Form attached).

ALTERNATE COMPLIANCE OPTION D Instructions

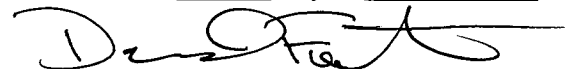
Prior to selecting this Option D, the contractor must complete and return an alternate compliance form to King County. Upon approval, the form will be returned to be included as an attachment to this Declaration. **The Substantial Compliance Authorization Form** can be found at:
http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx

Statement of Noncompliance

state that the Contractor does not comply and does not intend to comply with King County Ordinance 14823 and related rules for this contract.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is correct and true, and that I am authorized to bind this entity contractually.

Executed this 13 day of AUGUST, 20 12, at SEATTLE, WA
(City) (State)


Signature
SOLE PROPRIETOR

DAVID FOSTER
Name (Please print.)
539-90-9418

Title
3646-48TH AVE SW, SEATTLE, WA 98116

Federal Tax Identification Number

Address

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
David S. Foster

Business name/disregarded entity name, if different from above
Foster Government Relations

Check appropriate box for federal tax classification:
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
3646 - 48th Ave SW

City, state, and ZIP code
Seattle, WA 98116

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
[Redacted]

Employer identification number
[Redacted]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *David Foster* Date ▶ *8/7/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SHAW – GOVERNMENT RELATIONS

FOSTER GOVERNMENT RELATIONS

July 24, 2012

**Request for Proposal
State Government Relations Consultant
King County Council
1243-12-CMB**

**Michael Shaw
5411 40th Ave SW
Seattle, WA 98136
206 595-6108**

**David Foster
3646 – 48th Ave SW
Seattle, WA 98116
206-372-8523**

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INTRODUCTION

It is a pleasure to submit this proposal to King County to serve as your Government Relations Consultants. Although we are two individuals who each have our own consulting company, we are proposing to perform this work as a team. We have partnered successfully in the past to increase public health funding and we have worked together as part of coalitions representing different organizations with similar agendas. Our ability to work together, our combined strengths in many areas as well as our diverse backgrounds and clientele make us uniquely suited as a team to support the County in its Government Relations efforts.

To assure a clear channel of communication with the County, we propose that Michael Shaw will serve as the team lead. However, the work will be shared equally, with specific responsibilities determined as the agenda is developed and throughout the ever changing legislative process. Because issues overlap and legislative relationships mingle during session, this teamwork gives us the ability to cover a great deal of ground and the advantage of being available on short notice.

This proposal assumes that the county departments, liaisons and administrative staff will work with us to help determine legislation of interest, support our bill tracking, provide background information and provide printed information in certain instances. With thousands of bills introduced each year, and the broad scope of the County's interests, it is important that we all partner to ensure the best outcome in the 2013-14 biennium.

CONSULTANT BACKGROUND

Michael Shaw:

Michael Shaw began his career in 1988 as a Deputy Prosecuting Attorney for King County, appearing regularly before the Superior Court, the State Court of Appeals-Division One, and the State Supreme Court. Later, in 1993, Michael Shaw served the Washington State Senate as senate counsel before returning to King County in 1996 as Government Relations Director. Later, he served as policy director for the Washington State Association of Counties until leaving to form *Shaw – Government Relations*. Since 1999, Michael Shaw has represented the City of Seattle, the Association of Washington Cities, Snohomish County, Commuter Challenge, American Heart Association, ARAMARK Inc., and the Washington State Association of Counties as their transportation lobbyist at the State Legislature. Current clients include Pierce County, the Washington State Transit Association, PaladinData Inc, the American Planners Association and the Washington State Association of Boundary Review Boards.

Today, *Shaw – Government Relations* is known for its local government and transportation expertise. In 2000, the Association of Washington Cities retained him to represent the association on transportation matters. In 2005, the Washington State Association of Counties similarly contracted with him to lobby their transportation agenda. In 2006, as lead lobbyist for the Regional Transportation Investment District (RTID) effort, Michael Shaw worked extensively with Governor Gregoire's transportation staff, the House and Senate transportation

committee staff and transportation stakeholders, such as the Washington State Association of Counties, Association of Washington Cities, the Transportation Choices Coalition, and Sound Transit to ensure that the RTID went to the ballot. In 2007, Michael Shaw, together with David Foster, led a lobbying effort that obtained \$20,000,000 for public health agencies in Washington State. In 2012, Michael Shaw was instrumental in obtaining \$9 million for transit operations.

David Foster:

David Foster began his career working in a variety of governmental positions in Olympia and Washington D.C. In 1996 he worked at the King County Council as the lead staff member for Councilmember Nickels on a range of issues including the annual budget, public health, human services and natural resources. After moving to the City of Seattle and beginning his lobbying career in late 2001, David Foster was the lead lobbyist for the City on human services, public health, criminal justice, public safety, and economic development, including the state operating budgets for each of these issue areas. In 2002, he became Seattle's Chief State Lobbyist, leading the team while having the primary responsibilities in issue areas that included operating and capital budget, transportation, land use and infrastructure. Additional duties included coordinating legislative outreach, researching and drafting Seattle's legislative agenda.

In late 2006, David Foster left the City of Seattle to start *Foster Government Relations* with clients that have included the American Lung Association, Apollo Group Inc., Building for the Arts Coalition, Cannon Power Group, City of Seattle, City of Spokane Valley, Communities In Schools of Washington, HistoryLink, Interior Design Coalition of Washington, National Multiple Sclerosis Society - Greater Washington Chapter, Pacific Science Center, Recreational Gaming Association, Seattle Aquarium Society, Seattle Center Foundation, School Levy Coalition, Washington Childcare United, and Washington State Association of Counties. As a representative of a diverse clientele, he has been active in almost every conceivable issue area, including transportation, public infrastructure, finance, revenue, arts, public health and human services. He has successfully secured funding from the state's operating, capital and transportation budgets and has steered policy legislation through the political minefields of Olympia. He has worked to build a successful business by providing straight forward communication to both his clients and the elected officials that he is working with ensuring that all parties fully understand the issues at hand.

IMPLEMENTATION OF KING COUNTY'S LEGISLATIVE AGENDA

RFP# 1243-12-CMB provides that a submittal shall contain a proposed action plan for the development/implementation of the county's legislative agenda. Michael Shaw has led the development and implementation of legislative agendas for King, Pierce and Snohomish Counties. Similarly, David Foster has experience doing so for the City of Seattle and smaller organizations such as Communities In Schools of Washington, National MS Society and Pacific Science Center.

We practice from the premise that advocacy begins at home with development of a comprehensive strategic plan that includes early outreach to policy makers at all levels, a far-

reaching communications network and inclusive participation from partners interested in success on the same issues. As King County's lobbyists, we would build upon the county's and the region's needs and strengths and help implement the necessary action items using our broad knowledge of people, organizations and issues at all levels of government. Together, Shaw and Foster have over 30 years of experience developing and bring legislative agendas to successful completion.

Substantive Issues - General:

As the regional service provider and agent of the State for many functions, counties are involved with the largest spectrum of issues of any local government entity. Substantive issue development generally starts at the department level, where staff identify operating issues or policy concerns that may require legislative remedies. Often these are issues that have been discussed with Council. In some cases, the issues are generated through consortia such as the Washington State Association of Counties. In either case, many of these issues will have been vetted at various sub-associations of the Washington Association of County Officials, the Washington Association of Prosecuting Attorneys, and the Washington State Association of Counties. Interaction with these entities is informative regarding what the other 38 counties are considering and where potential partners or problems may be found.

After sorting and reviewing potential legislative issues and proposals, Michael Shaw and David Foster will work with the Council and Executive staff to focus a potential agenda and help present it to both the Executive and County Council for their review and feedback, and eventually for council adoption.

During this phase, Michael Shaw and David Foster would perform the following additional duties:

- Develop a timeline of the necessary work and each step leading up to the beginning of the legislative session on January 14.
- Assist in policy development, including research and analysis work as related to King County's legislative agenda.
- Meet with legislators and legislative staff, and the executive branch officials to gauge support for the policy positions advocated by King County.
- Advise department staff and officials regarding potential strategy and possible outcomes.
- Apprise and consult with the King County Council's Director of Government Relations and the King County Executive's Government Relations Director concerning emerging issues and possible legislative opportunities that may impact King County.

Budget and Revenue Issues:

Counties across the state are suffering from budget deficits due to decreases in direct funding and diminished grant funding from federal and state government. King County is no exception. King County also has a more limited tax base, with greater service demands because of counties' roles as agents of the state, relative to cities, and suffers the financial consequences of incorporations and annexations. Finally, expectations and requirements are increasingly placed on local

Michael Shaw/David Foster

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government as federal and state governments cut funding or impose unfunded mandates. It is important that funding for public and mental health, low income housing, human services programs, transportation and transit projects be protected in the state budgets. These are areas where we will work with interested parties for statewide funding but also for direct dollars to King County.

Issues regarding local option taxation, liability, and taxing districts largely are the purview of county elected officials, and Michael Shaw and David Foster would work with their staff and perform as directed. We both have long histories lobbying local government budget issues, whether in terms of the general operations, revenue or capital infrastructure funding. Each issue brings unique challenges and would be handled on a case by case basis. Shaw and Foster would, similar to substantive policy issues, provide support to the officials and their staff in developing the issues and doing the pre-session work of stakeholder interaction and information gathering necessary to best inform the county council and executive of their options and potential obstacles and opportunities.

Agenda Implementation:

King County has the largest and the most diverse group of legislators of the 39 counties. That complexity is compounded by changes that will be coming this year: approximately twenty percent of the Legislature will be new in the 2013 session. Nine senators and nineteen representatives will be leaving (this includes representatives who are leaving to run for the Senate). Eight of the departing legislators are from King County. Further, the recent redistricting will be felt next session, as some legislators' districts have changed. It will be important to begin meeting with new legislators and legislators in new roles immediately after the outcome of the General Election is known.

In order to successfully implement King County's legislative agenda, decisions regarding sponsors, support and strategy must be made timely. Michael Shaw and David Foster are uniquely suited to help King County make those decisions since they have the greatest expertise of all the contract lobbyists in Washington State regarding county policy and budget issues. They have relationships with most of the King County delegation, and more importantly, with those legislators who do not represent King County but whose support is necessary to obtain committee hearings and votes in the committees in which the majority of county issues are heard.

Most importantly, Michael Shaw and David Foster seldom leave the Capital Campus when the Legislature is in session. They are there during early morning hearings and during late night floor action. Much of lobbying is being available when opportunity arises, and with Shaw and Foster, one of them is always there working the doors.

Finally, Shaw and Foster believe that the best way to ensure success with King County's legislative agenda is to provide and expect straight forward communication to both the client and the elected officials with whom we work, ensuring that all parties fully understand the issues at hand. At a minimum, this would entail weekly correspondence with the King County Council's and Executive's Directors of Government Relations as well as with the appropriate elected

officials. In most cases, the communication will be much greater and will include frequent in person meetings, phone calls, e-mail and written reports.

ISSUE EXPERTISE:

General County Government

Michael Shaw has over sixteen years of experience lobbying county issues, including one year as the King County Government Relations Director. No contract lobbyist has more county lobbying experience. Michael Shaw regularly attends the Washington State Association of Counties' Legislative Steering Committee, and he has either attended or presented at WSAC's conferences for the last 16 years. His expertise ranges from election issues to county produced biosolids. In June 2012, he presented a webinar on how to draft county public works contracts in light of the recent statutory changes regarding indemnity clause for design professionals.

David Foster has eleven years of direct lobbying experience on a large range of issues including nine years lobbying for local government and has almost six years working at the King County Council. His focus has been on all three budgets – operating, transportation and capital – as well as elections, public disclosure, labor and grant funding.

Land Use

Michael Shaw has 20 years of experience with the Growth Management Act, and has worked on issues pertaining to the Shorelines Management Act, the State Environmental Protection Act, and the Land Use Petition Act. He has worked on issues relating to sustainable communities, transit oriented development, storm water permits, JARPA permitting, non-attainment zones, and building codes.

While at the King County Council, David Foster worked on growth management, environmental and transit oriented development issues. He continued much of this work as the lead lobbyist for the City of Seattle, especially in the areas of transportation, transit issues and the environment.

Transportation

Regarding transportation issues, Michael Shaw has worked on the Regional Transportation Investment District (RTID), project-specific funding, Regional Mobility Grants, and various operations/transit issues. He helped staff last year's Connecting Washington Task Force, and several Joint Transportation Committee studies, including the 2010 study on alternative transportation funding options. During the legislative session, Michael Shaw has regular weekly meetings with transportation committee chairs and has close ties to most of their committee staff.

During his years of experience working on transportation and transit issues, David Foster has developed strong working relationships with legislators and staff on the transportation committees. For years he was the lead on the Alaskan Way Viaduct effort that ultimately produced a \$2 billion appropriation. He has also been intimately involved with efforts to

increase transportation and transit funding, such as the RTID effort, and to provide funding options for local jurisdictions.

Human Services, Criminal Justice and Corrections

Michael Shaw was a King County Deputy Prosecutor for over four years. He helped draft major changes to the Juvenile Justice Act and is well versed in the Sentencing Reform Act and its impact on county jails. While WSAC policy director, he worked on issues of jail health care, child dependency issues, public defense issues and community supervision liability issues.

For six years David Foster was the staff lead for Councilmember Nickels on issues related to human services and criminal justice. This included all matters related to the budget. As a lobbyist Foster has represented Seattle on human services and corrections issues again including budget issues. He has also represented the National MS Society, which has been active in working to maintain funding for human services funding in the state operating budget.

Public Health

Michael Shaw has worked on public health issues on behalf of the Washington State Association of Public Health Officials for several years. In addition, he represented the American Heart Association on issues relating to tobacco use, menu labeling, and community clinics. In 2007, Michael Shaw and David Foster successfully lobbied for an ongoing \$20 million state appropriation for public health. In 2012, Michael Shaw helped WSALPHO avoid additional budget cuts to public health during one of the most challenging sessions in recent memory.

David Foster has worked on public health issues for most of his career. As the lead staff member for the Chair of the Board of Health, Foster worked closely with Councilmembers, the KC Department of Health and interested parties in all policy development. Foster has represented the American Lung Association since 2008, National MS Society since 2009 and the Bleeding Disorder Foundation of Washington in 2012, all of which have an interest in and advocate in support of better overall public health and health care, including additional funding. As already stated Foster and Shaw partnered successfully in 2007 to lead the effort for the only public health funding increase since the loss of MVET funding in 1999.

Taxes and Revenue

Michael Shaw has successfully worked on local option tax issues relating to transportation, criminal justice, human services, and sports stadiums. For example, in 2010, he obtained for Pierce County a current use exemption for forest land. In 2008, he successfully lobbied the transportation benefit district bill, which gives several local options to counties and cities. He passed bills or stopped bills concerning sales tax, property tax, special purpose districts and franchise fees.

David Foster has been involved in almost every recent local option funding request by local government or effort to repeal local authority since 2002, including local B&O tax fights (cities only), streamlined sales tax changes and support of new county utility authority. As a

Michael Shaw/David Foster

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representative for the City of Seattle and the WA State Public Stadium Authority, he has multiple years of working on the King County-only revenue package that currently funds the arts and stadiums.

CLIENT LIST

Shaw – Government Relations

Current Clients:

Pierce County. I have represented Pierce County since December 1999. I work primarily on law and justice, human services, general government and tax issues.

American Planners Association. Starting October 2005, I began representing the Washington chapter of the American Planners Association. Their interests concern land use issues.

Washington State Association of Boundary Review Boards. Starting November 2005, I monitor all bills impacting the WSABRB and consult on legislative matters.

Washington State Transit Association. Starting during the 2008 session, I worked on issues pertaining to transit operations and state transit funding issues.

Paladin Data Systems Corp. I began my association with Paladin Data during the 2012 session to advocate for MPO and RTPO funding for the Forward Washington program.

Past Clients:

American Heart Association - 2001 to 2009 sessions

Primarily, I covered issues pertaining to health care, physical activity and tobacco. I currently sit on their legislative advisory board.

Snohomish County – 2008 session

Responsible for all transportation, land use and infrastructure issues.

Washington Association of Local Public Health Officials – 2007 session and 2012 session

Oversaw lobbying effort to obtain public health funding.

Pierce County/ Regional Transportation Benefit District - 2005 to 2006 session

Lobbied to modify both RTID and transportation benefit district statutes.

Washington State Association of Counties – 2005 session

Headed transportation issues on behalf of county association. Currently, working as the iPRMT coordinator.

Jim Potts/Rural Counties – 2001 to 2004 sessions

Represented 14 rural counties on issues unique to rural Washington.

On-Track – 2004 session

Monitored legislative and agency action regarding the Seattle monorail.

Michael Shaw/David Foster

Commuter Challenge – 2003 session

Tasked with seeking large appropriation for commute trip reduction program.

Kevin Hughes & Associates – 2003 session

Subcontract to lobby legislative transportation leadership on issues associated with the Seattle monorail.

Lake Washington Youth Soccer Association – 2001 session

Advocated changes concerning open space and recreational use elements in land use planning.

Association of Washington Cities – 2000 session

Worked on behalf of the Association of Washington Cities to overcome severe cuts in state transportation funding to Washington's cities.

City of Seattle – 2000 session

Represented the City of Seattle on such issues as education funding and infrastructure, school safety, civil rights, and law & justice policy. Given primary responsibility concerning probation liability and related tort reform issues.

Foster Government Relations

Current Clients:

Apollo Group, Inc. – 2007 to present.

Apollo Group Inc. owns the University of Phoenix and until 2011 Insight School of Washington. Legislative efforts focus on providing new and innovative education opportunities.

Communities In Schools of Washington - 2007 to present.

The focus of CIS is dropout prevention through a unique model of coordinating community resources. Operating budget and maintaining grant funding are the legislative priorities.

National Multiple Sclerosis Society – 2008 to present.

The MS Society advocates for increased access to health care and specifically for better access/support for MS patients and families.

Pacific Science Center – 2010 to present.

Legislative work revolves around operating funding for science education around the state and capital budget requests.

Recreational Gaming Association - 2012 to present.

This new client is a business association trying to maintain its diminishing membership through legislative authorization of the already accepted use of electronic scratch ticket machines.

Session Only Clients:

Michael Shaw/David Foster

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American Lung Association – 2008 to 2012

ALA work is specific to tobacco and asthma issues and the protecting the Clean Indoor Air Act.

Bleeding Disorder Foundation of Washington - 2012

Late successful effort to exclude hemophilia drugs from a new generic drug list.

Seattle Aquarium Society - 2007 to 2012

Operating and capital funding are the main focus with an interest in transportation and transit as related to the Alaskan Way Viaduct.

Washington Childcare United – 2008 to 2012

This coalition of national childcare providers focuses on increased subsidy rates for low income families.

WA State Public Stadium Authority – 2010 to 2012

The PSA remains interested in open access to any additional funds from the stadium/arts taxes such as hotel/motel, car rental and restaurant tax in King County.

Past Clients:

Building for the Arts Coalition 2009 and 2011 – 2008 to 2012

Advocated on behalf of diverse arts organizations for successful inclusion in the Capital Budget for funds through the Building for the Arts program.

City of Seattle – 2002 to 2008.

Worked on all issues but focused on budgets, infrastructure, transportation and revenue.

City of Seattle, City Council - 2009 session only

Work/monitored transportation, budget, revenue, and infrastructure issues for the Seattle City Council only.

HistoryLink – 2007 to 2011.

Advocated for inclusion of state funding in the operating budget for the online encyclopedia of state and local history.

Interior Design Coalition of Washington – 2009 to 2012.

The IDCW promotes practice act legislation to allow professionals that take on additional responsibilities in the built environment.

WA State Association of Counties - 2007 session only.

Partnered successfully with Mike Shaw to increase Public Health funding in the operation budget by \$20,000,000.

REFERENCES

Shaw – Government Relations

George Walk, Director of Pierce County Government Relations (Retired June 2012).
1702 7th St. SW
Puyallup, WA 98371
253-848-6071 (Home)

Mr. Walk would provide information regarding my 12 years representing Pierce County

Brynn Brady, Interim Manager, Pierce County Government Relations
Pierce County
930 Tacoma Ave. S, Rm 1102
Tacoma, WA 98402
253-798-7719

Mrs. Brady would provide information regarding my responsiveness as a county lobbyist to county staff and regarding my expertise in lobbying county issues in Olympia.

Eric Johnson, Executive Director
Washington State Association of Counties
206 10th Ave SE
Olympia, WA 98501
360-489-3013

Mr. Johnson would provide information about my county issue expertise, county lobbying experience, and ability to work with WSAC and WACo staff.

Geri Beardsly, Executive Director
Washington State Transit Association
2629 12th Court SW
Olympia, WA 98502
360-786-9734

Ms. Beardsly would provide information about my transportation and transit issue expertise and about my relationships with transportation committee members and staff.

Brad Banks, Managing Director
Washington State Association of Local Public Health Officials
206 10th Ave SE
Olympia WA 98501
360-489-3011

Mr. Banks would provide information concerning my ability to lobby public health issues.

Michael Shaw/David Foster

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Foster Government Relations

Tim Ceis, Founder
CBE Strategic
Former Deputy Mayor, City of Seattle
2226 Eastlake Ave. E. #74
Seattle, WA 98102
206-265-1800

Mr. Ceis would provide information about my work at the City of Seattle, representing its interests as a contract lobbyist.

Jim Justin, Director of Legislative & External Affairs
Governor Christine Gregoire
Former Deputy Director - Association of Washington Cities
PO Box 40002
Olympia, WA 98504-0002
360-902-4111

Mr. Justin would provide information about my ability to work within a coalition on diverse issues affecting a wide range of jurisdictions.

Carrie Nyssen
American Lung Association of Washington
822 John St
Seattle, WA 98109
(360) 921-1484

Mrs. Nyssen would provide information about my ability to work with and represent a non-profit health care organization while partnering with other interested parties.

Susan Richards, Executive Director
Communities In Schools of Washington
1010 South 336th Street, Ste 205
Federal Way, WA 98003
253-248-1991

Ms. Richards would provide information about my work and coordination with dropout prevention non-profit organization with a statewide network.

Michael Shaw/David Foster

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