



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 18, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Kearns & West for the Sunrise Corridor Coalition Building Project. Contract Value is \$199,980 for 18 months. Funding is through Oregon House Bill 5006 funds. No County General Funds are involved.

Previous Board Action/Review	On April 29, 2025, the Board of County Commissioners received a staff presentation during a Policy Session on the Sunrise Corridor Community Visioning Project. The presentation included a summary of the two-year community visioning process, funded through a \$4 million allocation from the Oregon Legislature via HB 5006 (2021). Staff presented the co-created Sunrise Vision Plan and Gateway Refinement Plan, and requested Board direction to prepare a formal Resolution of Support. The Board accepted the recommendation and directed staff to proceed with resolution preparation, including the launch of a Sunrise Coalition to implement community-supported strategies using remaining state funds.		
Performance Clackamas	This item advances the goal of building a strong infrastructure by strengthening public engagement and community leadership capacity in the Sunrise Gateway Corridor.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jamie Stasny	Contact Phone	971-678-6406

EXECUTIVE SUMMARY: Clackamas County Department of Transportation and Development (DTD) requests approval to enter into a contract with Kearns & West, Inc. to support the Sunrise Corridor Pathway to Community Empowerment Sustained Leadership and Coalition Building project. This project represents the next phase of work following the 2022-2024 Sunrise Corridor Community Visioning project, which engaged hundreds of community members, business owners, and public agency partners to co-create a community-supported vision for the Sunrise Corridor.

This new phase, funded by the Oregon Legislature via HB 5006 (2021), will begin to implement that vision by standing up a new cross-sector leadership body known as the "Sunrise Coalition". Through facilitation, recruitment, and community collaboration, the Coalition will build durable partnerships and guide

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implementation of near-term projects from the Sunrise Corridor Vision Plan. Kearns & West was selected as the highest-ranked proposer following a competitive Request for Proposals (RFP #2025-12). Their team brings deep experience in community collaboration, community engagement, and corridor-scale planning. Project deliverables include the co-development of a Sunrise Coalition charter, the launch of the Sunrise Coalition, a work plan for the Coalition's first year of work, Coalition meeting facilitation, community workshops, and a Year 1 Coalition Final Report.

The contract is time-and-materials based, not to exceed \$199,980, and is effective through December 31, 2026. Clackamas County DTD staff, in collaboration with the existing Sunrise Corridor Leadership Cohort, and soon-to-be Sunrise Coalition, will manage project oversight.

This contract is an important step toward ensuring that the Sunrise Corridor remains community-driven, responsive to local needs, and positioned for funding and implementation success.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on February 10, 2025, through RFP 2025-12. Proposals were opened on March 31, 2025. The County received seven (7) Proposals in response to the RFP from Knot Studios, Try Excellence, Kearns & West, Zan Associates, Than Analytics, BCT Partners, and Uplevel Management. An evaluation committee of five DTD personnel and three members of the Sunrise Corridor Leadership Cohort evaluated the proposals and scored the Kearns & West, Inc proposal the highest. After notification of intent to award, the statement of work and project fees were negotiated and finalized.

RECOMMENDATION: Staff respectfully recommends approval of this contract with Kearns & West, Inc., and authorizes the Department of Transportation and Development to administer the contract on behalf of the County.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 0000001344**

This Personal Services Contract (this "Contract") is entered into between Kearns & West, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Transportation and Development Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2026**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Sunrise Corridor Community Visioning Pathway to Community Empowerment Sustained Leadership and Coalition Building** ("Work"), further described in Clackamas County RFP 2025-12 the negotiated scope of which is attached hereto as **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Ninety-Nine Thousand Nine Hundred Eighty Dollars (\$199,980)**, for accomplishing the Work required by this Contract. Consideration rates are on time and material basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
Invoices shall reference the above Contract Number and be submitted to: atorres@clackamas.us
- 5. Travel and Other Expense.** Authorized: ☒ Yes ☐ No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Josh Mahar Phone: 503-553-3025 Email: jmahar@kearnswest.com	County Administrator: Adam Torres Phone: 971-393-7076 Email: atorres@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and

accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were

the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove

or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(12)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are

necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. Reserved.

30. Key Persons. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

31. Reserved.

32. Reserved.

33. Reserved.

34. Merger. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR

WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Kearns & West, Inc

Clackamas County

J. Glen Smith

Digitally signed by J. Glen
Smith
Date: 2025.05.28
11:21:59 -07'00'

Authorized Signature

Date

Chair

Date

Name: _____

J. Glen Smith / VP Business Services
Name / Title (Printed)

816173-92
Oregon Business Registry #

FBC/MA
Entity Type / State of Formation

Approved as to Form:

**Amanda
Keller**

Digitally signed by
Amanda Keller
Date: 2025.06.10
17:51:21 -07'00'

County Counsel

Date

**EXHIBIT A
SCOPE OF WORK**

Tasks and Deliverables	Estimated Duration
<p>Task # 1: Project Management & Coordination</p> <p>The Consultant shall manage the project and work with Agency to develop a project decision-making process and management structure, with revisions as needed based on feedback through the process. The objective of this task is to oversee project products, schedules, and budgets and to establish lines of communication between the County staff and Consulting team. At the outset of the project, the Consultant will prepare a detailed project plan. The plan will include a schedule for all Tasks, including projected dates for deliverables.</p> <p>Assumptions:</p> <ul style="list-style-type: none"> • Virtual meeting platforms: Microsoft Teams and Zoom, hosted by Consultant • In-person public meetings (such as public open house or workshop) are to be held at publicly accessible venues in the project area, suitable for hybrid meetings that provide communication, audio, and visual technology for online viewing and participation, as needed. • File management will be shareable with the County during and after project period. <p>Task 1 Sub-Tasks:</p> <p><u>A “Sunrise Coalition” Group Team Structure, Chartering, and Name:</u></p> <ul style="list-style-type: none"> • In coordination with Agency, Consultant shall develop a “Sunrise Coalition” group charter, roster, and organizational chart. Consultant shall engage the Leadership Cohort and former members of the SC, TAC, and PMT from the past Visioning project for input and decision-making on the final name of the “Sunrise Coalition” group. <p><u>“Sunrise Coalition” Group Meetings:</u></p> <ul style="list-style-type: none"> • Consultant shall schedule, develop agendas, facilitate, and attend meetings of the “Sunrise Coalition” that will include, but is not limited to, community members and Agency representatives (including, but not limited to, Clackamas County, Happy Valley, Metro, and Oregon Department of Transportation). Consultant 	<p>Months 1 – 13</p>

shall prepare meeting summaries that include action items and a decision log.

“Sunrise Coalition” Recruitment:

- Consultant shall develop and implement a process for identifying, engaging, and securing participation from potential members to join the “Sunrise Coalition”. In order to document outreach and engagement, Consultant must track progress of communication and recruitment efforts in creating and updating a log that includes, but is not limited to, stakeholder analysis, outreach strategies, screening and vetting, invitation to join, and onboarding and integration into the coalition. Consultant must keep a record of how prospective coalition members are evaluated including, but not limited to, interest alignment with coalition goals, expertise alignment with coalition goals, and representation of a variety of community members.

Meetings with Agency Project Management:

- Status Meetings with Agency: Consultant shall regularly meet with Agency Project Manager (PM) to status check the project. It is assumed that Consultant PM and Agency PM will meet every two weeks for the duration of the project and meetings will be no longer than 1 hour. Consultant shall hold up to thirty (30) meetings with Agency PM. As part of this sub-task, Consultant shall support Agency PM in PM functions such as correspondence, scheduling, team and committee management, documentation, file management, and preparation of materials and data for status reports and updates.
- Site Visit with Agency: Consultant shall schedule, prepare, and facilitate a Site Visit in the project area with the Agency PM. This will be held in person.
- Consultant Coordination Meetings with Consultant Team Only: As needed, Consultant shall schedule, prepare, facilitate, and follow up on meetings with subject matter experts to discuss substantive details of the work plan (to be described in detail below in Task 2). It is assumed that meeting summaries are not required for these meetings. Consultant shall hold up to ten (10) coordination meetings.

Coordination and Focus on Anti-Displacement Actions within the Corridor

- Consultant shall collaborate, coordinate, and plan with the “Sunrise Coalition” and Agency staff addressing anti-

<p>displacement in the Sunrise Corridor. This sub-task will continue the work of researching and implementing anti-displacement actions in the Sunrise Corridor, develop and administer an Anti-Displacement Action Network, design and implement public Community Empowerment Workshops regarding anti-displacement, and include anti-displacement research and actions in the Final Report. The Agency expects the Consultant to coordinate and plan an anti-displacement work group, consisting of members of the “Sunrise Coalition”, members of Agency staff, and subject-matter experts of anti-displacement research and practices. Work group meetings will focus on training and education in the subject matter of anti-displacement to improve coalition engagement in the Corridor.</p> <p><u>Project and Contract Management and Invoice Preparation:</u></p> <ul style="list-style-type: none"> Consultant’s PM shall be the primary point of contact and shall communicate with Agency regarding project status, discuss issues or concerns, and monitor progress, budget, and expenditures. Consultant shall prepare monthly progress reports and invoices in a format approved by Agency. Invoice and progress report shall include updated schedule, work completed and upcoming, any issues or changes, and percentage complete versus percentage spent by task. <p>Task #1 Deliverables:</p>		
1a	Memorandum #1 – Project Plan / Schedule. Consider clarifying what project management tools or platforms will be used.	Month 1
1b	Co-develop Coalition charter and recruitment strategy with Agency for “Sunrise Coalition” group, including group name as determined by the LC.	Month 1
1c	Prepare, attend, and follow up for a Site Visit with Agency.	Month 1
1d	Final project charter for “Sunrise Coalition” group, including group name as determined by the LC.	Months 1 – 13
1e	Monthly invoices and reports with updated schedule, work completed and upcoming, any issues or changes, and a percentage complete versus percentage spent by task.	Months 1-13

1f	<p>Coordination materials for meetings, as indicated above.</p> <ul style="list-style-type: none"> • Provide draft agenda for meetings at least 5 business days prior to meeting (LC; “Sunrise Coalition” group). • Provide draft meeting summary no more than 10 business days after the meeting (LC; “Sunrise Coalition” group). Agency to review within 3 business days. Incorporate comments for final meeting summary no more than 5 days after received Agency comments. 	Months 1 – 13
1g	Develop compelling recruitment materials, to be reviewed and approved by Agency PM and Agency PMT, such as brochures, fact sheets, and online applications to provide details about the “Sunrise Coalition” and membership expectations.	Months 1 – 13
1h	Create, update, and maintain a recruitment log, interested parties, and key communicators list that keeps clear record of community engagement and communication in efforts to expand coalition membership. This log will note how initial contact and information sharing occurs (e.g., phone calls, emails, letters, or in-person meetings) and will provide a record of how prospective coalition members are evaluated.	Months 1 – 13
1i	Prepare, attend, and follow up for up to fifteen (15) “Sunrise Coalition” group meetings.	Months 1 – 13
1j	Prepare, attend, and follow up for up to twenty (20) status meetings with Agency.	Months 1 – 13
1k	Prepare, attend, and follow up follow up for up to ten (10) Consultant Coordination meetings.	Months 1 – 13
1l	Prepare, attend, and follow up for up to ten (10) Anti-Displacement Work Group meetings.	Months 5 – 13
1m	Consultant shall demonstrate how activities and timelines across all tasks align with the Vision Action Plan’s strategic framework and community-defined values.	Months 1 – 13

Task # 2: “Sunrise Coalition” Launch and Work Plan <p>The Consultant shall coordinate with Agency to launch the “Sunrise Coalition” group, on a chosen date agreed upon between Agency and Consultant, not to be no later than September 26, 2025. If contributing parties choose an outcome other than the name “Sunrise Coalition”, the “Sunrise Coalition” will be renamed and rebranded (as specified in Task 1). In co-creating a website for the “Sunrise Coalition”, the County would be in charge of website registration and the Consultant will provide technical assistance in website creation. Any development of the site will need to be done within county brand and technology guidelines and the Agency will retain custody of domain registration and management once the website is created, launched, and after the completion of this project. In the first four months (June 2025 – September 26th, 2025), the Consultant will work with the “Sunrise Coalition” to develop a one year work plan, identifying goals to implement from the Leadership Cohort work plan.</p>		Months 1 – 13
Task #2 Deliverables:		
2a	Ensure the Coalition Work Plan reflects and advances the priorities of the Sunrise Corridor Community Vision Action Plan and identify near-term actions that align with community-expressed implementation ideas.	Month 1
2b	Draft of “Sunrise Coalition” group work plan. Agency to review.	Month 1 – Month 2
2c	Establish internal norms, governance processes, and team identity with support from the Agency team.	Month 1 – Month 2
2d	Final of “Sunrise Coalition” group work plan, to be completed no later than September 26 th , 2025.	Month 2 – Month 4
2e	Plan event in partnership with Agency and Leadership Cohort and soon-to-be “Sunrise Coalition” (Consultant will co-plan but not independently produce or fund event) to launch the “Sunrise Coalition” in an agreed upon location within the project area that will be open to the public and for coalition members. Agency and Consultant will co-lead logistical elements such as venue, vendors, and invitations and promotion for event.	Month 2 – Month 4

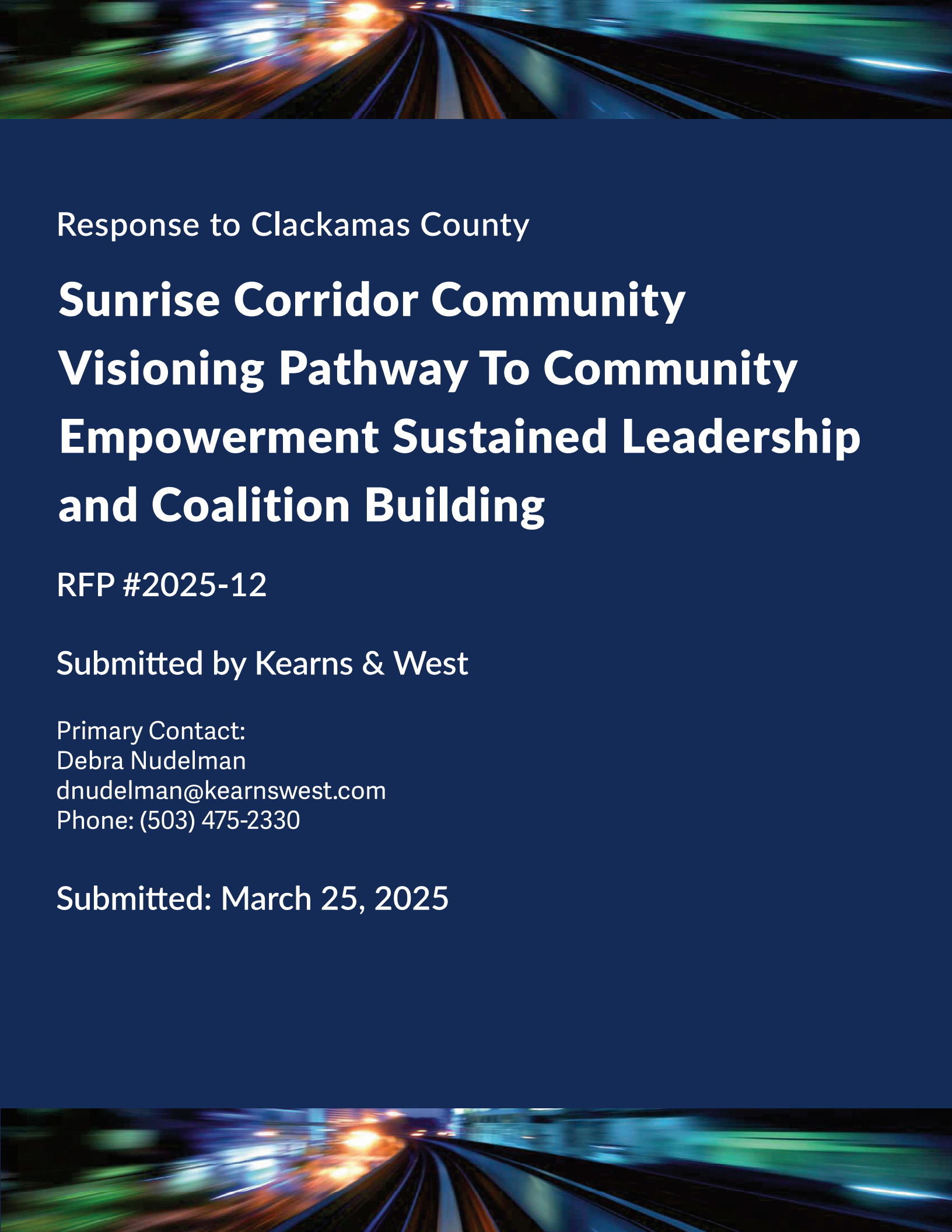
2f	<p>Website for “Sunrise Coalition” group, along with technical assistance for use by “Sunrise Coalition” group and Agency staff. Domain of website to be in custody of Agency to safeguard against turnover during lifecycle of “Sunrise Coalition” group. Consultant will not own the project website but is expected to coordinate with Agency in website development, and updates. For the remainder of the project duration, Consultant will provide content support for this project platform.</p>	Month 4 – Month 13
2g	<p>In synchronization with the launch of the “Sunrise Coalition” website, Consultant will develop and launch social media and emails to list serves to support the launch of the coalition. For the remainder of the project duration, Consultant will provide content support for these project platforms.</p>	Month 4 – Month 13
<p>Task #3: Community Collaboration and Engagement</p> <p>Consultant shall work with Agency to develop and implement robust and equitable community engagement throughout this project, based on the International Association of Public Participation Spectrum of Public Participation. This phase prioritizes partnership and co-ownership of project outcomes. Public participation must:</p> <ul style="list-style-type: none"> • Allow a variety of viewpoints to inform the project, including alternatives that consider how impacts are distributed and measured. • Prioritize the inclusion of historically marginalized communities, particularly those who live, work, travel through, and own businesses in the project area, so they may contribute their knowledge and help shape project outcomes, and to build community connection and resilience. • Include a multi-pronged approach to engage elected and community stakeholders through a variety of techniques. • Build upon prior outreach completed through the Visioning Project, Consultant will co-lead outreach infrastructure in early stages of the project, with the goal of empowering the Coalition to establish primary voice in public facing collaboration in late stages of the project. <p>Task #3 Sub-Tasks:</p> <p><u>Public Information Materials and Graphic Support:</u></p> <ul style="list-style-type: none"> • The Consultant, in coordination with Agency staff, shall develop materials, online content, and graphics to support the project 		Month 1 – Month 13

	<p>with public information materials, which may include fact sheets, email updates, presentations, web content, online surveys, talking points, social media content, and social media outreach support.</p> <ul style="list-style-type: none"> • Updates to information material may be needed at key project milestones and decision points. • Project branding will follow Agency standards; the project website shall be informative and interactive and be hosted by Agency. • Content for website email updates, newsletters, and social media will be updated frequently and at key project decision points to support project engagement activities at key feedback points. • Translation and transcreation will be provided for the following languages: Spanish, Chinese (Mandarin), Vietnamese, and Russian. <p><u>Stakeholder Engagement, Community Partnerships, and Public Meetings:</u></p> <ul style="list-style-type: none"> • The Consultant, in coordination with Agency staff, shall help to develop, plan, schedule, and support briefings and events with community groups, agencies, property owners, and the public. • The scope of surveys will be determined and scoped with Agency approval to build upon surveys conducted during the Visioning project. Some examples of what may necessitate a survey include but are not limited to emerging needs, feedback gaps. 	
3a	Draft fact sheets, presentation slides, and talking points. Agency to review. Prior engagement materials and/or summaries from the Visioning project will be shared with Consultant team to assist in building upon past outreach with the community.	Months 1 – 13
3b	Final fact sheets, presentation slides, and talking points.	Months 1 – 13
3c	Content for interactive website, at frequency that is requested by the Agency.	Months 1 – 13
3d	Content for up to ten (10) email updates / newsletters to interested parties / key communicators distributed by Agency.	Months 1 – 13
3e	Social media content, to be reviewed by Agency.	Months 1 – 13

3f	Support Agency in reviewing Agency-created surveys, giving feedback on survey content and questions.	Months 1 – 13
3g	Translation and transcreation of fact sheets, email updates/newsletters, and mailings, in Spanish, Chinese (Mandarin), Vietnamese, and Russian.	Months 1 – 13
3h	Videos – at least 1 but no more than two (2) -- each 3-5 minutes in length.	Months 1 – 13
3i	Support for translation and transcreation of written project materials and video text and/or narration.	Months 1 – 13
3j	Final native design files of all outreach materials.	Months 1 – 13
3k	Presentations to stakeholder, community and business groups (identification of groups, scheduling, content of presentations), up to ten (10).	Months 1 – 13
3l	Community meetings / town halls (both in-person and virtual) to be conducted throughout the project process as appropriate.	Months 1 – 13
3m	Stakeholder focus groups, up to five (5).	Months 1 – 13
<p>Task #4: Final Report and Recommendations</p> <p>The Final Report is an update on what was completed and what was not completed from the “Sunrise Coalition” work plan from the previous year (from September 26th, 2025 to June 30th, 2026). The Final Report shall be a combination of technical memoranda of deliverables of previous tasks with an Executive Summary and Introduction. In addition, the Final Report shall::</p> <ul style="list-style-type: none"> • Summarize accomplishments from established work plan, with specific metrics of programmatic completions. • Summarize outreach and community involvement efforts, with details included in an appendix. • Be formatted for online viewing and as a printed and bound report. 		Month 5 – Month 13

<ul style="list-style-type: none"> • Two summary documents should also be prepared and made available: <ul style="list-style-type: none"> ○ A summary in a newsletter format, written in plain language, to be distributed to everyone who provided input or participated, as well as residents and businesses in the study area, elected officials, and other interested parties. ○ A document of no more than 10 pages summarizing the work completed and recommendations for future work. This document should be easily readable by the general public and be available for download from the project website. 		
Task #4 Deliverables:		
4a	Evaluate how Coalition activities, outputs, and decisions aligned with and advanced the Sunrise Corridor Vision Action Plan. The final report should include a section summarizing implementation progress toward the Plan's priority areas and principles.	Month 10
4b	Draft Final Report summarizing accomplishments, including process and outcome evaluation, and outreach summary. Agency to review.	Month 11
4c	Coalition Year 1 video (in addition to, not in replacement of Final Report) if deemed appropriate by Agency and budget allows.	Month 11
4d	Final Report, due no later than June 30 th , 2026	Month 13
4e	Short summary in newsletter format.	Month 13
4f	Summary in electronic download format (up to 10 pages)	Month 13

EXHIBIT B
CONTRACTORS RESPONSE



Response to Clackamas County

**Sunrise Corridor Community
Visioning Pathway To Community
Empowerment Sustained Leadership
and Coalition Building**

RFP #2025-12

Submitted by Kearns & West

Primary Contact:
Debra Nudelman
dnudelman@kearnswest.com
Phone: (503) 475-2330

Submitted: March 25, 2025

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Thomas Candelario, Contract Analyst
RE: Clackamas County Request for Proposal #2025-12

March 13, 2025

Dear Mr. Condelario,

We are pleased to submit Kearns & West's response to Clackamas County's request for proposals for the **Sunrise Corridor Pathway to Community Empowerment Sustained Leadership and Coalition Building**. As a national leader in community-centered facilitation and engagement, with decades of experience working with communities across Oregon, we are excited to propose an approach that can build lasting stakeholder momentum for implementing the Sunrise Corridor Vision.


Our proposed team is led by Josh Mahar, Director who will manage the project and serve as lead facilitator. A public engagement and facilitation professional for over 10 years, Josh has been involved in many of the major transportation infrastructure efforts in the Portland Metro region in the last decade. Josh brings a deep understanding of how to craft inclusive and durable processes for engagement both with groups and the public. Jamie Damon, Vice President, will be the project's strategic advisor. She brings decades of experience in community engagement, mediation and facilitation, particularly within rural communities. She also has strong ties and local knowledge as a longtime resident of east Clackamas County as well as having served as a Clackamas County Commissioner. Our deep bench of skilled facilitators, community engagement practitioners and strategic communication professionals, all of whom have experience working with complex transportation issues across the region and the state, will support Josh and Jamie.

Our team has a track record of keeping projects of this size and scope on schedule and within budget while providing transparent communication throughout the project and high-quality deliverables. Our philosophy is that good facilitation and engagement uplifts community voices and fosters strong relationship-building through group engagement. We also bring extensive public engagement and communications experience and know how to frame engagement activities in a way that captures insightful feedback that can have meaningful influence on a project. From our work with the City of Vancouver to the Oregon Department of Transportation, our team understands the history and complexity of the Sunrise Corridor and appreciates the importance of bringing policy, technical, business, and community interests to work together to identify lasting solutions.

This proposal includes Kearns & West's materials as requested in the RFP. Please feel free to contact me with any questions or for additional information at (503) 475-2330. We look forward to working with you on this opportunity.

Thank you in advance for your consideration.

Sincerely,



Deb Nudelman, Principal

1. General Background and Qualifications

Kearns & West is a communications, public engagement, and facilitation firm with 40 years of experience leading multi-party processes on a wide range of local, state, regional, federal, and Tribal issues. Our goal is to better connect clients with the community members they serve to ensure projects create positive outcomes. We operate in a variety of sectors including transportation, land use, environment, and climate adaptation and resiliency, and offer a comprehensive suite of services from group facilitation and strategic communications, to process design and event management. Our philosophy and approach center on creating engagement spaces that are inclusive, adaptive, and reflective of the communities where we work, and that foster durable and lasting relationships between agencies and stakeholders that continue beyond the life of a single project.

1.1. Team Bios and Resumes

Our proposed Oregon-based team brings decades of experience and expertise in community outreach and equitable engagement, including specialized approaches for rural communities, and substantial experience working on regional transportation projects like the Sunrise Corridor.

Key Persons

Josh Mahar | Director

Areas of expertise: Project management, strategic process design, facilitation

Project Role:
Project Manager,
Facilitator

As a Director, Josh Mahar has expertise in project management, public engagement, and facilitation, and has a wealth of experience working on transportation and land use issues. He use this experience to help clients navigate policy frameworks that span the local, regional, and state levels. Josh is an experienced project manager with the necessary skills to design solid workplans that successfully align group process and public engagement with project milestones.

Some of his recent work includes managing engagement activities for the Oregon Toll Program, including convening and facilitating the agency partner technical workgroup; leading engagements for multiple Oregon cities – Salem, Eugene, Springfield, Keizer, and Sweet Home – to implement the new Climate Friendly and Equitable Communities (CFEC) rules; and, standing up and facilitating Salem's Equity Roundtable. Prior to joining Kearns & West, Josh was the public engagement lead for TriMet's Southwest Corridor Light Rail Project, where he planned and implemented engagement around the project's Conceptual Design and also facilitated the Community Advisory Committee. Clackamas County was an integral stakeholder for the Oregon Toll Program and during that project Josh worked closely with their transportation staff as well as key community leaders from the County.

As project manager, Josh will be in charge of ensuring the design of a smooth and productive process for the Coalition and public engagement that provides ample opportunity for learning and discussion, while also clarifying expectations around specific decisions that need to be made and when. He also has a keen eye for process details and logistics and prides himself on managing these confidently, allowing clients and groups to focus their energy on the content. Josh will also act as the primary facilitator for the Coalition and will use his expertise to productively, equitably, and authentically move the group through consensus-driven conversations.

Jamie Damon | Vice President

Areas of expertise: Mediation, facilitation, strategic process design, conflict resolution

Project Role:
Strategic Advisor

Jamie Damon is a Vice President and Senior Mediator with Kearns & West specializing in large-scale multi-party public policy mediation, facilitation, and public engagement processes. Since 1986, Jamie has worked as a mediator and facilitator with community and interest groups, local, state, and federal government agencies, and tribal governments, to guide them through controversial and highly contentious situations. Jamie is recognized throughout the Pacific Northwest for her strong mediation, facilitation, training, and public process design skills. She has successfully designed, facilitated, and managed controversial public policy processes across the west, focusing on rural communities in Oregon, Washington, and Idaho, and addressing issues involving public works, transportation, land use, natural resources, emergency services and much more.

As a 30-year resident of east Clackamas County and former County Commissioner, Jamie has firsthand knowledge of the historic and current challenges facing the Sunrise Corridor. Jamie served as County Commissioner during the Right of Way negotiations, planning and design of the “Sunrise System,” which lead to the Sunrise Expressway connection from highways 211/224 to the Milwaukie Expressway. Jamie was instrumental in supporting the early formation of the City of Damascus and is very aware of the land use challenges and opportunities present in the corridor. More recently, Jamie was the lead facilitator for the Statewide Toll Rulemaking Advisory Committee for the Oregon Department of Transportation which included many community leaders from Clackamas County. Jamie is active in the community serving as president of her local historic society for nearly 20 years and has been on the Clackamas Community College Foundation Board for the past 12 years alongside many business and community leaders.

Jamie will serve as strategic advisor, providing review and input on the overall project approach, group process and engagement plans, and engagement activities. Jamie will also bring her extensive local knowledge to bear on the Coalition outreach and recruitment process, and community engagement. Jamie will also be available to support mediation and conflict resolution.

Staff Support and Capacity

Kearns & West’s deep bench of staff, from principals to coordinators, allows us to appropriately draw on staff for specific tasks, matching expertise with budget efficiencies. Kearns & West Associates and Project Coordinators will provide key and strategic value-added process support throughout the project. Depending on the needs and goals of the project, we will also work across offices and engage specialists at Kearns & West for online engagement, collaborative technology, graphic design, equitable engagement. We are committed to and intentional about designing teams that provide multiple cultural perspectives and bring different lived experiences and areas of expertise to the project.

Several team members that will support this project include:

- **Madeline Kane, Director.** Madeline is a facilitator who navigates diverse viewpoints and interests to uncover key themes from a group. She will provide facilitation capacity for public meetings, focus groups, webinars, and more.
- **Nicole Metildi, Senior Associate.** Nicole has over five years of experience in public involvement with a focus on strategic communications programs in transportation. She will help create messaging and communications materials for the variety of audiences in the Corridor.
- **Gillian Garber-Yonts, Senior Associate.** Gillian has seven years of experience working on transportation projects and policies and is skilled at managing engagement activities. He will manage and implement the activities in the public engagement plan.

1.2. Meeting Minimum Qualifications and What Sets Us Apart

Kearns & West has decades of experience standing up committees and workgroups, facilitating collaborative processes, developing engaging community outreach, and providing effective project management. Our proposed team for the Sunrise Corridor Sustained Leadership and Coalition Building meets and exceeds the requirements outlined in the RFP.

Group Formation Recruitment

We have a tried-and-true process for recruiting group members that highlights local knowledge and ensures a diversity of perspectives and experiences. Our team is skilled at guiding equitable and transparent group recruitment processes on schedule and in budget. For example, Kearns & West's Portland San Francisco offices worked together to stand up the Equity Advisory Council for the Link21 Program, a massive planning effort for passenger rail improvements in the Northern California Megaregion. Through an iterative and transparent scoring process, Kearns & West helped the project team coalesce around a representative Council. We then facilitated the process around a Charter and Bylaws to guide their work moving forward. We have since used this model locally standing up a Clark County Climate Community Advisory Group and the Oregon Tobacco Prevention and Education Program Council.

Group Facilitation

We use a systematic approach to designing inclusive processes that help our clients and communities achieve their goals and develop equitable solutions. We are well-versed in standing up groups, developing sustainable and flexible processes for continued collaboration, and facilitating engaging meetings that highlight the expertise of participants and build toward productive outcomes. We demonstrated this in our work on the Oregon Toll Program, where we built a Regional Partner Agency Technical Workgroup to overcome major conflicts and tensions between local agencies and the Program. Through a well-designed and facilitated process, Josh and the Kearns & West team were able to find alignment around the optimal placement of tolling locations to minimize impacts on local streets and communities.

Public Engagement and Communications

Our team of engagement and communications specialists are experts in planning and implementing engagement activities. We carefully plan activities with our clients to make sure we know the right questions to ask and information to share, and confirm all logistical pieces are considered and addressed. Whether it is a survey with 5,000 responses, a discussion group with communities with limited English proficiency, or a large in-person public open house – we can not only plan a smooth and seamless event, but also quickly and efficiently distill down input and bring it back to the project team, ensuring public input meaningfully influences project outcomes and helps moves things forward in a positive and productive way.

1.3. Informed Planning Decision-Making Approach centered on Community Wisdom

The Sunrise Corridor connects community members to their homes, work, churches, schools, grocery stores, recreation, and to each other, connecting one of the busiest regional freight distribution routes serving the Portland Metro Area and beyond and threading its way through the fast-growing community of Happy Valley. The Sunrise Gateway Corridor Project has already built a foundation of community wisdom through planning efforts underway over the past 10+ years including throughout 2024. The Leadership Cohort – local champions who understand the importance of safe, reliable transportation connections – is a great example of building community wisdom. The perspectives, lived

and professional experience, and needs of the community are crucial for the continued success of this project. Leveraging the collective knowledge of those most impacted by the project ensures more informed and relevant decision-making with more sustainable outcomes, provides for better interest-based creative solution finding, and builds more project buy-in. To do this we will be intentional in our approach to expand the circle of knowledge and broaden engagement to share and expand the work of the current coalition. We will work with county staff and community leaders to continue to build trust and relationships with community members by being transparent, consistent, and empathetic. We will conduct engagement activities that strive to learn what really matters to community members and creating authentic opportunities for feedback and dialogue.

1.4. Kearns & West Staff Diversity

In addition to our work with clients, Kearns & West considers diversity, equity, and inclusion (DEI) a business imperative and goes beyond checking the box through a compliance-focused approach to DEI. To continue developing a fully inclusive culture, we employed the services of DEI consultants to provide training for all staff, have developed a DEI Strategy and Plan to ensure we weave DEI throughout our processes for Talent Acquisition, and are working on developing a DEI Council and Employee Resource/Affinity Groups. Below is an overview of our current staff diversity.

- Women: 72 (67%)
- Men: 34 (31%)
- Veterans: 1 (1%)
- Employees with Disability: 1 (1%)
- White Male: 27 (25%)
- White Female: 54 (51%)
- Minority Male: 8 (8%)
- Minority Female: 17 (16%)

1.5. Demonstrated Experience in Similar Work

Our team has extensive experience working on major infrastructure projects similar to the Sunrise Corridor effort. Kearns & West recently led the Oregon Toll Program public engagement efforts, and played a key role in the Interstate Bridge Replacement project by convening and facilitating the executive and regional partner groups. Our staff have also worked on other key transportation efforts including the SW Corridor Light Rail Project, the ODOT Urban Mobility Office Public Transportation Strategy, and numerous transportation and land use efforts related to the new statewide Climate Friendly and Equitable Communities Rules. Our familiarity with the many layers of local, state, regional, and federal funding and oversight on these types of projects, and experience working on major transportation efforts, allows us to synthesize technical and design work in a way that is accessible to a variety of audiences. Throughout these projects and many others we have demonstrated success in facilitating, coordinating, and reporting on engagement outreach activities, such as focus groups, technical advisory groups, town halls, listening sessions, and interviews.

Oregon Toll Program – ODOT, 2021 – 2024

ODOT was evaluating the use of congestion pricing (tolling) along I-5 and I-205 to manage congestion and raise revenue to fund transportation projects. Kearns & West was responsible for comprehensive engagement around tolling for the entire Portland metropolitan region. This included developing a strategic engagement plan guided by an equity framework that focused on the many different stakeholders and interests that could be impacted by tolling. As part of this, Kearns & West implemented several major surveys (garnering over 10,000 responses), several rounds of equity-focused discussion groups and focus groups, public webinars, several tabling and pop-up events, a social media communications campaign, and more. Kearns & West was also responsible for managing activities with regional partner agencies, such as the toll location workgroup and in-person mitigation meetings.

Kearns & West also facilitated the Program's Statewide Toll Advisory Committee to develop and provide recommendations for rules which will govern toll projects that may occur in the state. Kearns & West coordinated, designed, and facilitated an equitable and thorough rule development process. Our team worked with the advisory committee to gather input on the potential impacts to the many communities in Oregon, possible mitigations, and how to equitably administer the program. We were able to move the process forward, resulting in equitable administrative rules.

Salem Equity Roundtable Pilot Project – DLCD & City of Salem, 2023

Through the Department of Land Conservation and Development (DLCD), Kearns & West supported the City of Salem in founding an Equity Roundtable, a space to bring together representatives from historically underserved and marginalized communities to discuss and guide the city in their land use and development work. As process expert and facilitator, Josh helped the city structure and facilitate the three-meeting pilot project to gather input on recent gentrification and displacement. Many members of the Equity Roundtable had lived experience with displacement and gentrification that made the conversations personal, emotional, and tense. Through the facilitation and engagement support by Kearns & West, Salem was able to strengthen their relationships with dozens of nonprofit and advocacy organizations in the community and focus discussions to gather practical input that could be incorporated into Salem's Planning work.

Rental Habitability Advisory Group – City of Vancouver, 2024

Kearns & West was contracted to provide facilitation and process support for the City of Vancouver's Rental Habitability Advisory Group, tasked with recommending guidelines for a new registration and inspection program to the City Council. Over the course of three months, Josh facilitated a group of 20 members that included a diverse range of stakeholders, including large property owners and management companies to individuals that had experienced homelessness. He worked with the project team to distill down technical information and provide presentations that were relevant and accessible to the diverse knowledge in the group. He also created space and successfully facilitated through highly emotional conversations as people shared painful, personal experiences with housing habitability. Ultimately Josh was able to get the group to a consensus recommendation for the City Council that met interests and was feasible for implementation.

2. Scope of Work

2.1. Project Description

Kearns & West understands that the Sunrise Gateway Corridor is a critical transportation lifeline for people living, working, and doing business in Clackamas County and throughout the region. Happy Valley and the surrounding communities have grown quickly over the past few decades and the transportation infrastructure is in need of key investments.

Kearns & West brings extensive experience engaging communities on complex transportation projects to strengthen and broaden the emerging coalition for the Sunrise Corridor to actualize the Corridor Vision. Our thoughtful, inclusive, and neutral engagement will bring together diverse community stakeholders, connecting their interests to the Corridor Vision supporting their involvement in the work. Our ability to map out clear and realistic processes will also ensure Clackamas County brings these stakeholders along at each step in the process and engages with communities on the right topics at the right times to get meaningful input on investments.

From the project kick-off meeting through the submission of the final report, we will work with Clackamas County to implement the Corridor Vision. At Kearns & West, we are committed to delivering exceptional project outcomes by meticulously managing scope, budget, and timelines. Our approach involves clear project definition, active stakeholder engagement, and robust planning. By leveraging effective communication, rigorous monitoring, and proactive risk management, we will ensure that every aspect of the project aligns with the team's vision and expectations. Our dedication to quality assurance and continuous improvement will help us meet the project needs on time and within budget and provide productive outcomes.

2.2. Approach

2.2.a. Methods and Activities for Project Management and Coordination and Community Collaboration and Engagement

Project Management and Coordination Methods & Activities: After years of work creating the Corridor Vision, we understand the need for sustained progress. Our experience managing more than \$200 million in federal, state, and municipal contracts will help us manage the recruitment, convening, and engagement for the Sunrise Corridor Coalition effectively and efficiently. To do this we will do the following:

- **Fostering robust communication and collaboration:** To support team coordination, we will set up recurring team meetings as early as we can to establish a regular cadence for reporting progress, coordinating tasks, and seeking client guidance on deliverables. We recommend holding project team meetings twice a month. Agendas will be sent at least 24 hours in advance focusing on: 1) progress towards achieving the quarter's deliverables; 2) discussion of and, as needed, problem-solving around any challenges; 3) review items that need County review; and, 4) briefing of the upcoming meetings and engagement activities for the next period. We run our internal team meetings the same way we manage public groups – we are diligent about sending out agendas prior to these meetings, documenting meeting conversations, and following up with action items and responsibilities. Many Clackamas County staff, community members, government partners, and subject matter experts have given their time and effort throughout the phases of work on the Sunrise Corridor. We will work with the project team to identify these people for inclusion, and coordinate with related efforts, like the Anti-Displacement Action Network, the Steering Committee, the Project Management team, the Technical Advisory Committee, and the Leadership Cohort.
- **Developing a clear project plan:** Based on our conversations with the project team, and involved parties, we will build out a project plan and charter for the new Coalition and a complementary community engagement plan within the first month. We find that mapping out key milestones in the project and overlaying them onto the group process early on can help align expectations and allow us to stay focused on goals as we implement these plans. The group's regular review and input on these plans will inform updates to remain responsive to County needs and the changing local, regional, and federal context. These plans will guide our regular project management processes with the project team.
- **Providing transparent budget tracking and reporting:** All Kearns & West employees forecast and track project hours using Unanet software. This allows us real-time visibility to plan and track project budgets and supports monthly reporting. We will provide monthly invoices and progress reports to detail activities and the remaining budget in the most appropriate format to meet the County's requirements.

Community Collaboration and Engagement Methods & Activities: In the first few months of the project, we will work closely with the project team and key stakeholders to develop a detailed Sunrise Coalition Work Plan. Based on our current understanding of the project, as well as our expertise and experience, below are some potential methods and activities that we think may be valuable in the first year of the Coalition work.

Activity	Description and Desired Outcomes	Level of Engagement ¹
Convening Interviews with key staff, agency partners, and community leaders	<ul style="list-style-type: none"> Foster relationships with key stakeholders. Understand engagement preferences, needs, and interest of different groups. Use this information to inform the engagement activities. 	Collaborate
“Sunrise Coalition” Communications Materials Suite	<ul style="list-style-type: none"> Develop consistent messaging, look, and feel, through a series of base materials (flyer, social and web content, presentation materials) for promotion of, and recruitment for, the Sunrise Coalition. 	Inform
Interactive “Sunrise Coalition” website	<ul style="list-style-type: none"> Provide a space for key information about the Coalition including membership, charge, meeting dates, and meeting materials. Provide a space to submit questions or comments to the Coalition and project team. 	Inform/Consult
Listening sessions in partnership with Coalition members	<ul style="list-style-type: none"> Support Coalition members in hosting listening sessions with their communities to share about their role on the Coalition and align around key interest and priorities. As appropriate, host these events as walks or rides to help Coalition members and project team members experience areas within the community. 	Involve
Walk and Rolls	<ul style="list-style-type: none"> Host walks and/or rides with community members and Coalition members to get an experiential understanding of challenges and identify key opportunities for strategies or proposals to move forward. 	Collaborate
Interactive Map	<ul style="list-style-type: none"> Develop an interactive map of the Corridor Vision that allows community members to add comments about challenges or opportunities in specific areas. 	Involve

¹ Based on [IAP2 Spectrum of Public Participation](#)

Activity	Description and Desired Outcomes	Level of Engagement ¹	Timeframe
Community Voices videos about priority goals (Safety, economy, recreation, etc.)	<ul style="list-style-type: none"> Compile brief interviews from a diversity of corridor residents and workers sharing their perspectives on the goals outlined in the Vision. Share videos with local, regional, and state agencies to help build momentum around Coalition action items. 	Consult/Involve	
Brief survey on workplan proposed action items and strategies	<ul style="list-style-type: none"> Provide an opportunity for input on investment priorities and gather local knowledge about potential impacts or opportunities on Coalition proposed action items. 	Consult	
Discussion Groups with priority communities	<ul style="list-style-type: none"> Complement the survey with more proactive discussion-based engagement with groups that are historically underrepresented in engagement surveys. Gather qualitative input on proposed actions and strategies. 	Involve	
Coalition Year 1 Summary Video	<ul style="list-style-type: none"> Summarize the work of the Coalition and share bios and perspectives from the Coalition members to celebrate the Coalition and build momentum for continued work. 	Inform	
Evaluation and Self-Assessment	<ul style="list-style-type: none"> Group discussions to review evaluation data on engagement activities. 	Collaborate	

2.2.b. Creating an Environment of Shared Power and a Culture of Learning in the Coalition

Our work has taught us time and again that the most successful groups are those that feel empowered to learn, grow, and collaborate as a group; we are excited to see that Clackamas County shares this understanding. Below are some of the key techniques we will bring to the Sunrise Coalition to foster this type of environment:

- **Co-creation of Group Charter.** The “forming, storming, norming” period for a new group is one of the most critical times, as it sets the tone for how the group will engage with each other. We take this to heart and spend the time and energy up front to co-create norms and expectations that lift up group members and support equitable and inclusive processes. This process of aligning around a charter provides opportunities for group negotiation and small “wins” that help group members feel invested as they move forward together.
- **Mindful group awareness.** Our goal is that all participants are welcome and encouraged to participate. In some cases, participants may feel uncomfortable, may be reserved or timid speaking in front of a group, or they may come from a culture in which they do not speak until called upon. Our facilitators bring a culturally-responsive approach and may speak with those participants outside of meetings to understand how to create an inclusive space for their comments and ideas. We will encourage participants to engage their curiosity and practice listening to understand.

- **Diverse input opportunities.** We know that large group conversation is not the preferred form of engagement for everyone. We develop multiple ways for participants to bring forward ideas and insights. With the help of our company-wide digital solutions team, we are on the cutting edge of implementing collaborative technologies that open up new opportunities for input. We use meeting tools like Poll Everywhere, Miro, Menti at in-person, hybrid, or virtual meetings and can quickly adapt to meet client needs. We also don't underestimate tried and true techniques of small group exercises, pair-and-share, hands-on activities, whiteboarding, and sticky walls.
- **Between-meeting negotiation.** Facilitating complex multi-party processes always involves an element of negotiation, with the most significant progress often made between meetings. We will provide ongoing assistance to staff and participants to help parties clarify their own interests, understand others' perspectives, complete assignments on time and develop effective strategies for constructive participation.
- **Ad hoc groups.** There can often be a variety of interests and capacity within a group. When we see a discrepancy in these areas crop up we often propose ad hoc, or subgroup meetings. This can help create a smaller space where particularly interested or impacted group members can dig into a topic more deeply and feel entrusted to bring valuable information and suggestions back to the larger group for consideration.
- **Making space for relationship building.** While we certainly help groups drive toward action and decision-making, we also know that relationship building is as integral component of group dynamics. When we craft our agendas, we are intentional about leaving space and breathing room for softer activities. For in-person meetings this might mean including several breaks for people to chat and catch up or hosting the meeting along with a meal. For virtual meetings, this may include regular icebreakers to help people share and learn about each other. We often also recommend group get-togethers outside of formal meeting spaces, at a project site for example, to encourage socializing.
- **Compensation Expertise.** Kearns & West recognizes the value of lived experience and community perspectives in creating an equitable and effective process. To honor this, we tailor compensation approaches for each project, ensuring simplicity and flexibility. Kearns & West has developed straightforward methodologies for distributing compensation, supported by accounting experts who ensure user-friendly payment processes. The firm manages reimbursements through various methods, including direct deposit, Visa gift cards, and other flexible options, allowing for direct compensation to community-based organizations, community members, and other stakeholders.

2.2.c. Using feedback from community stakeholders will shape project coordination, community collaboration, and engagement

Project success is dependent engaging stakeholders and community members who are most impacted. Our team relies on the feedback and expertise of community stakeholders to find sustainable outcomes. Stakeholders will shape the project by:

- **Effective coordinated efforts.** Stakeholder input provides insight into the needs and expectations of the community. Understanding these needs and expectations helps us to develop and revise our work plans by aligning with community priorities.
- **Enhanced Collaboration.** By acknowledging and including community input, we can build trust with stakeholders and foster a sense of ownership and partnership. These partnerships help us reach more community members and access more resources and support. To gather this input, we will incorporate authentic opportunities for feedback in community meetings, focus groups, and stakeholder meetings.
- **Creative solutions and recommendations.** By understanding the underlying interests of impacted parties, we can find innovative solutions to shared challenges. By advancing the collective wisdom

and technical expertise of stakeholders we can help uncover effective solutions that meet actual needs. All recommendations will be included in our final report.

2.3. Scope of Work

2.3.a. Meeting the Project Scope and Realizing the Project Team's Vision

Achieving ideal project outcomes begins with early planning. We will start by seeking alignment and clarity on expectations for the project scope, objectives, and deliverables to ensure a shared understanding. Key to this work will be the development and approval of the project plan schedule, charter, and Coalition workplan. Achieving alignment and clarity will help to establish roles and responsibilities, key milestones, and project dependencies.

Key to this effort is meeting the needs of impacted parties. We will build systems for confirming and reconfirming the feedback and interests of community members, which will help ensure that we are making progress in the right direction.

We recognize that the Coalition is only one part of achieving the Corridor Vision and will be flexible to evolving project needs. At our internal project team meetings, we will manage project scope, collaborate on processes and deliverables, and identify possible risks to the project and develop mitigation strategies for addressing them. Our team embraces a culture of continuous improvement and will help build a collaborative environment where project team members can share ideas and feedback, to ensure alignment on tasks.

2.3.b. Ensuring Alignment with Plan

Kearns & West specializes in designing and guiding collaborative processes. We are well versed in managing multiple workstreams and processes simultaneously to meet a shared project objective. Throughout our work, we determine complimentary and dependent project activities to establish the sequence of tasks and how engagement efforts can inform each other. Each activity helps us gain a deeper understanding of the needs of community members and the ability to ask better more nuanced questions in future engagements.

To track progress, we develop project maps and plans that detail the process, dependencies, sources of information, and roles for work throughout the project. We use these documents to demonstrate how different groups are contributing, the overlap and specialized work of the different workstreams, and how all efforts are leading to the same ultimate goals. These materials are shared and updated throughout the process to keep us accountable, and to give our partners a wide scope of all efforts.

Below is our initial understanding of how the different elements of project management, Coalition facilitation, and engagement will interact together.

	Phase 1: Project Kick-off and Coalition Recruitment	Phase 2: Stand Up Coalition and Workplan Development	Phase 3: Workplan Implementation	Phase 4: Year 1 Report
Project Team	<ul style="list-style-type: none"> Identify overall project goals and objectives Identify key messages Establish project management norms 	<ul style="list-style-type: none"> Develop proposed Coalition and engagement timeline Establish responsibilities for roles, responsibilities for Coalition meetings 	<ul style="list-style-type: none"> Synthesize technical work into accessible information and clear areas for input 	<ul style="list-style-type: none"> Develop broad outline for report Reflect on internal process improvements
Coalition Members	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Build relationships and rapport among members Develop proposed Coalition and engagement workplan 	<ul style="list-style-type: none"> Facilitate productive conversations around workplan priorities and recommendation to the project team Identify additional engagement 	<ul style="list-style-type: none"> Develop Year 1 report and align around key messages and takeaways to share out Reflect on opportunities for internal process improvements in Coalition
Public at-large	<ul style="list-style-type: none"> Share recruitment opportunity, timeline, and project key messages 	<ul style="list-style-type: none"> Share membership and meeting details and proposed workplan once defined 	<ul style="list-style-type: none"> Share regular updates and host public engagement (surveys, open houses, etc.) on larger workplan topics 	<ul style="list-style-type: none"> Share Year 1 report key findings and next steps in Coalition work
Historically Under-represented Communities	<ul style="list-style-type: none"> Share recruitment opportunity, timeline, and project key messages Establish communication channels and understand engagement preferences 	<ul style="list-style-type: none"> Share membership and meeting details Identify any gaps/red flags in Coalition perspectives Review proposed workplan, identify areas for direct engagement 	<ul style="list-style-type: none"> Identify any gaps/red flags in Coalition perspectives Review proposed workplan, identify areas for direct engagement 	<ul style="list-style-type: none"> Share Year 1 report key findings and next steps in Coalition work
Partner committees (i.e., anti-displacement action network)	<ul style="list-style-type: none"> Share recruitment opportunity, timeline, and project key messages 	<ul style="list-style-type: none"> Share membership and meeting details and proposed workplan once defined Review proposed workplan, identify areas of overlap on topics 	<ul style="list-style-type: none"> Review proposed workplan, identify areas of overlap on topics 	<ul style="list-style-type: none"> Share Year 1 report key findings and next steps in Coalition work

2.3.c.d. Assessing Impacts and Progress

Growth and improvement are only possible through evaluation and reflection. At Kearns & West we build in time throughout our projects to evaluate the success of our engagement.

The first step in evaluation is ensuring we are capturing the right data to have meaningful conversations about our success. As part of the design of our engagement activities, we always build in systems to capture and compile data related to the activities. This data includes:

- # of views on websites
- Engagement on social media
- Downloads of meeting materials
- Attendance at group meetings (for members and public)
- Comments received through online forms or surveys
- Demographics of commentors and survey respondents
- Number of attendees at events
- Media stories

Using this data, we then host a variety of evaluation and reflection activities to assess our success. This would likely include hosting a conversation with the Coalition to reflect on the first year: what went right, what could be improved, what are future opportunities. We would also do this through one-on-one conversations and possibly through a brief survey that could involve Coalition members, and potentially project team members and other community stakeholders.

When we host these evaluation conversations, we work to frame the conversation by asking the right questions. Rather than dichotomous yes/no questions, we frame them more openly to spark discussion.

Examples of questions we often use for evaluation include:

- How relevant were the questions and input that we received to the project? What do they tell us about the clarity and accessibility of the project's informational materials?
- How was input clearly documented and shared with the project team? How did it meaningfully inform the process and outcomes of the project?
- How have we made people aware of how their input has been used?
- What does the input we received tell us about how stakeholders feel about the openness and transparency of the process? Do they understand the decisions even if they do not fully agree with the outcomes?
- Are underserved communities well-represented in engagement events?
- How is input from underrepresented communities clearly highlighted and lifted up in the project?
- How is input from underrepresented communities informing the process and outcomes of the project?
- How is the project process helping to strengthen relationships between communities and agencies?

2.3.e. Managing Logistics for Large Meetings

The Kearns & West team is well-versed in hosting meetings, from small discussion groups to town halls with hundreds of people in attendance. We make detailed meeting plans so that roles, responsibilities, and materials are clearly outlined. Our meeting plans include:

- Meeting goals and outcomes
- Staffing plans
- Venue details
- Materials list
- Annotated agenda of meeting activities
- Technology needs and set up
- Meeting lead and emergency contact information

Along with meeting plans, we create workback plans that include a matrix of action items to track all deliverables for each meeting. At our regular check-ins, we'll review and confirm deliverables. Our best practice is to set up a meeting dry run one week in advance of meetings, where we facilitate a step-by-step review of the meeting and make sure everyone is aligned and all meeting logistics are covered.

Our experience has taught us that no matter how thoroughly you plan for a meeting, unexpected items or challenges will always arise. We always reserve ample extra time before and after meetings to ensure that we can address urgent issues that inevitably come up. For in-person meetings we also have a standard meeting kit that we bring to all meetings, which allows us to easily pivot a meeting activity when required.

References

Hannah Williams

ODOT Oregon Toll Program, 2021 – 2024
Toll Engagement Manager, Oregon Department of
Transportation
Hannah.Williams@odot.oregon.gov
503-894-4173

Samantha Whitley

Vancouver Rental Habitability Advisory Group,
2024
Housing Manager, City of Vancouver
samantha.whitley@cityofvancouver.us
360-605-5525

Eunice Kim, AICP, LEED GA

City of Salem Equity Roundtable, 2023
Long Range Planning Manager, City of Salem
ekim@cityofsalem.net
503-540-2308

We have provided a line-by-line budget to provide transparency on our assumptions around level of effort, staffing, and roles and responsibilities. This budget reflects our best effort in offering high-quality support to the County on the tasks listed in the RFF scope, while being cost conscious. At the same time, we value flexibility and are more than happy to discuss to adjust the budget as needed. Our priorities and constraints and adjust this budget to best meet your needs.

Principal	Vice President	Director	Senior Associate	Associates	Coordinators (x2)	Task Totals	Assumptions
1a. Project Plan/Schedule (Memo 1) 1b. Draft group charter 1c. Site visit 1d. Final group charter 1e. Monthly invoices 1f. Meeting materials (x15) 1g. Recruitment materials 1h. Recruitment log	1	4	4	4	6	19	
			4		6	12	
		2	4	4	4	12	Includes 1.5 hour travel + 2.5 hour visit
	1	2	2		6	11	
			8		20	28	
		60			86	146	Includes agendas, materials, and meeting summaries
		2	12		20	34	
		6			12	18	
							2-hour meetings + 5 hours for prep and debrief, scheduling, coordination, dry runs, assumes two support staff at each meeting along with facilitator.
			75			75	150
1j. Prepare, attend, and follow up with agency status meetings (x20)		2	10	10	10	32	Assumes virtual attendance and 5 hour meetings
1k. Prepare, attend, and follow up for consultant team meetings (x10)			15		15	30	Assumes virtual attendance
1l. Prepare, attend, and follow up for Anti-displacement workgroup (x10)			202	43	0	280	537
SUBTOTAL HOURS	2	10	45,450	8,600	0	40,600	\$ 98,240
SUBTOTAL COSTS	690	2,900	\$ 45,450	\$ 8,600	\$ -	\$ 40,600	\$ 98,240
Task 2: Sunrise Coalition Launch and Work Plan							
2a. Draft of workgroup work plan		2	8			10	28
2b. Final of workgroup work plan			6			6	14
2c. Workgroup website			4			20	34
	0	2	14	24	0	36	76
SUBTOTAL HOURS	0	2	14	24	0	36	76
SUBTOTAL COSTS	\$ -	\$ 580	\$ 3,150	\$ 4,800	\$ -	\$ 5,220	\$ 13,750
Task 3: Community Collaboration and Engagement							
3a. Draft factsheets, presentations, talking points			5	6		16	27
3b. Final factsheets, presentations, talking points				4		8	12
3c. Content for interactive website			10	16		16	26
3d. Content for newsletter updates (x15)			16			8	24
3e. Social media content				16		10	16
3f. Content and questions for online survey			5	11		16	32
3g. Translation coordination			2			10	12
3h. 3-5 min medium LOE videos (x2)			16	16		16	32
3i. Translation coordination for project materials			2			10	12
3j. Final native design files for outreach materials			2			10	12
3k. Presentations and briefings (x10)			20			20	40
3l. Meetings and town halls			10	20		20	50
3m. Focus group (x5)			16	30		36	82
	0	0	36	153	0	192	391
SUBTOTAL HOURS	0	0	8,100	30,600	\$ -	\$ 27,840	\$ 66,540
SUBTOTAL COSTS	\$ -	\$ -	\$ 8,100	\$ 30,600	\$ -	\$ 27,840	\$ 66,540
Task 4: Final Report and Recommendations							
4a. Draft final report		3	6	16		16	41
4b. Final final report			4	6		6	16
4c. Short summary of report for newsletters			2	4		4	10
4d. Summary in electronic format (up to 10 pages)			1	1		4	6
	0	3	13	27	0	30	73
SUBTOTAL HOURS	0	3	13	27	0	30	73
SUBTOTAL COSTS	\$ -	\$ 870	\$ 2,925	\$ 5,400	\$ -	\$ 4,350	\$ 13,545
KW Labor Categories							
Principal				Total Hours	2025 Rates		\$192,075
					2 \$	345	
Vice President					15 \$	290	
Senior Director					0 \$	245	
Director					265 \$	225	
Senior Associate					247 \$	200	
Associate					0 \$	175	
Project Coordinators (x2)					538 \$	145	
ODCs						Subtotal	
Unit							
Translation	12					\$150	\$1,500
Travel	150					\$0.70	\$105
Stipends and Incentives for Engagement Activities	60					\$100	\$6,000
SUBTOTAL ODCs							\$199,980
TOTAL LABOR + ODCs							\$7,905

JOSH MAHAR

DIRECTOR

KEARNS WEST



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- 360.393.1022

EXPERTISE

- Transportation and Planning
- Community Engagement
- Stakeholder Engagement
- Facilitation

EDUCATION & CERTIFICATIONS

Bachelor of Comparative Religion and History

Jackson School of International Studies,
University of Washington | Seattle, WA

Master of Public Administration

Evans School of Public Policy and
Governance, University of Washington |
Seattle, WA

City of Portland Traffic & Transportation Certificate

Portland State University | Portland, OR

Essential Facilitation Course

Interaction Associates | Virtual

VOLUNTEER

Central City in Motion Working Group

Portland Bureau of Transportation

Land Use and Transportation Committee

Sabin Community Association

SUMMARY OF QUALIFICATIONS

Josh Mahar is a Director with Kearns & West and brings extensive expertise in public engagement on transportation and land use projects. He is adept at working on large, complex projects, helping technical teams through defining, managing, and facilitating advisory groups, committees, and public engagement campaigns. Josh has a keen way of navigating through large project workplans, identifying project milestones and decision points and the best way to engage stakeholders around this key points. Josh also knows how to use a variety of facilitation techniques to ensure all voices feel empowered and invested in a process, allowing for more constructive and productive discussions. Josh earned his Bachelor of Arts in Comparative Religion and History and his Master of Public Administration from the University of Washington.

RELEVANT EXPERIENCE

Contra Costa Transportation Authority – Countywide Transportation Plan

Engagement Manager | 2024-Present

Josh is working with technical partner Fehr & Peers to develop and implement public engagement for the Countywide Transportation Plan. This has included conducted a major survey, which garners 2,200 responses, an equitable pop-up and tabling campaign, and direct outreach with community based organizations.

City of Vancouver — Rental Habitability Advisory Group

Facilitator | 2024

K&W was contracted to provide facilitation and process support for the City of Vancouver's Rental Habitability Advisory Group, tasked with recommending guidelines for a new registration and inspection program to the City Council. Josh facilitated the group of 20 members over the course of three months, and ultimately was able to get to a consensus recommendation to the City Council that met interests and was feasible for implementation.

City of Salem – Equity Roundtable Facilitation

Facilitator, Process Advisor | 2022 - 2023

Josh supported the City of Salem in founding an Equity Roundtable, a space to bring together representatives from historically underserved and marginalized communities to discuss and guide the city in their land use and development work. Josh helped structure and facilitate a series of hands-on interactive workshops to gather input on recent gentrification and displacement.

ODOT— Oregon Toll Program

Engagement Lead | 2021 - 2024

K&W developed and implemented engagement for the Oregon Toll Program. Josh led a large part of this engagement, including three rounds of surveys, direct outreach to CBOs, tabling, focus groups, discussion groups, and equity-focused interviews.

Other Projects

- California High-Speed Rail – Northern California Project Outreach
- Interstate Bridge Replacement (IBR) Program Group Facilitation
- Oregon Health Authority Tobacco Prevention and Education Council Facilitation
- TriMet Southwest Corridor Light Rail Public Engagement Management
- Sweet Home Housing Production Strategy Engagement

JAMIE DAMON

VICE PRESIDENT



- Portland, Oregon
- JDamon@kearnswest.com
- 971.238.3354

EXPERTISE

- Facilitation and Mediation
- Stakeholder and Public Engagement Strategy
- Collaborative Process Design and Management
- Conflict Resolution
- Strategic Planning

EDUCATION & CERTIFICATIONS

MA, Conflict Resolution

School for International Training/World Learning | Brattleboro, VT 2007

Graduate Certificate,

CONTACT Program for Conflict Transformation and Peacebuilding/School for International Training/World Learning | Brattleboro, VT 2005

MEMBERSHIPS

Oregon Mediation Association

SUMMARY OF QUALIFICATIONS

Jamie Damon specializes in large scale multi-party public policy mediation, facilitation, and public engagement processes. Since 1986, Jamie has worked as a mediator and facilitator with community and interest groups, local, state, and federal government agencies, and Tribal governments, to guide them through controversial and highly contentious situations. Jamie has mediated/facilitated an extensive number of cases/projects ranging from neighbor-to-neighbor issues to complex multi-party disputes. She has successfully designed, facilitated, and managed controversial public policy processes in Oregon, Washington and Alaska addressing issues involving public works, transportation, land use, natural resources, emergency services, crisis response, endangered species, public facilities, internal work teams, cultural resources, historic preservation, and legislative issues. In addition, Jamie has designed and implemented numerous training programs in collaborative governance, facilitation, mediation, and public involvement and served as a Clackamas County Commissioner.

SELECTED RELEVANT EXPERIENCE

Solar Siting on Eastern Oregon Agricultural Lands Rules Advisory Committee, Department of Land Conservation and Development. Project Manager/Facilitator | 2024 – present. Lead facilitator and strategic advisory for developing rules to address siting conflicts of solar facilities on agricultural land in eastern Oregon at the direction of the Oregon legislature.

Federal Emergency Management Agency – Oregon Environmental Impact Statement for National Flood Insurance Program Endangered Species Act Implementation Plan. 2023 – present. Lead strategic advisor and facilitator working with NFIP communities on compliance measures for ESA in Oregon. Work includes strategic communication, virtual webinars and in person technical workshops.

Columbia River Levee System Drainage Districts—Board Decision Making Processes, and Assets and Liabilities Valuation Work Group. Lead Mediator/Facilitator | 2020 -present. Led multiple efforts with the four current drainage districts and a collaborative group of government agencies as the districts merge and form a new urban district.

Oregon Department of Transportation – Statewide Toll Rulemaking Advisory Committee. Project Manager/Lead Facilitator | 2022-2024. Led the facilitation of this statewide committee to develop rules for establishing the first highway tolling system in Oregon.

City of Vancouver and Vancouver Police Department – Community Task Force on Policing/Body Worn Camera Program

Lead Mediator/Facilitator | 2020 to 2021 Served as the lead facilitator for the City of Vancouver's Community Task Force on Policing (Task Force).

Office of the Governor, Oregon Watershed Enhancement Board – State of Oregon 100-Year Water Vision

Lead Facilitator | 2017 to 2020 Led the Water Core Team of fourteen state agencies at the direction of the Natural Resource Agency Directors and the Governor's office.

PROPOSAL CERTIFICATION

RFP #2025-12

Submitted by: Kearns & West, Inc.

(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: J. Glen Smith

Date: 25 February 2025

Signature: *J. Glen Smith*

Title: Vice President Business Services

Email: jgsmith@kearnswest.com

Telephone: (415) 697-0574

Oregon Business Registry Number: 816173-92

OR CCB # (if applicable): _____

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____