



PUBLIC & GOVERNMENT AFFAIRS

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

July 23, 2026

BCC Agenda Item: _____

Board of County Commissioners
Sitting as The Board of County Commissioners
Clackamas County

Approval of a Contract with Northwest Public Affairs for state legislature and agency lobbying services. Agreement Value is \$169,000 for 2 years. Funding is through department franchise fee revenue and allocated cost, which does include a small portion of budgeted County General Funds.

Previous Board Action/Review: None

Performance Clackamas: The state legislative agenda is approved annually by the Board of County Commissioners, and supports all Performance Clackamas initiatives. The state lobby contract is intended to directly advance H3S's priorities and support efforts to secure state funding for the Sunrise Corridor project.

Counsel Review: Yes
Contact Person: Trent Wilson

Procurement Review: Yes
Contact Phone: 971-263-4183

EXECUTIVE SUMMARY: Clackamas County's government affairs team works to advance the state and federal legislative agenda set by the Board of the County Commissioners. The county's agendas span the expansive portfolio of county government, requiring the government affairs team to be nimble in Salem and responsive to state legislation affecting the county's budget and service delivery. The state lobby contract provides additional, dedicated support for select strategic goals set by the Board of County Commissioners, such as securing funds for the Sunrise Corridor, and dedicated service specific to the Department of Health, Housing, and Human Services (H3S).

RECOMMENDATION: Staff recommends approval of this contract.

Respectfully submitted,

Nancy Bush, Interim Director, Public & Government
Affairs

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001838**

This Personal Services Contract (this "Contract") is entered into between NW Public Affairs, LLC ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its Department of Public and Government Affairs.

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 June 30 2028, with the option to renew for an additional two years.
- 2. Scope of Work.** Contractor shall provide the following personal services: State Lobbying and Consulting Services ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Sixty-Nine Thousand dollars (\$169,000)** for accomplishing the Work required by this Contract. Consideration shall be paid from a monthly retainer which amount shall not to exceed \$7,000 per month. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Contractor's response attached herein as ("**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: TWilson2@clackamas.us

- 5. Travel and Other Expense.** Authorized: ☒ Yes ☐ No
Contractors Shall be reimbursed \$500.00 for travel annually for the duration of this Contract as detailed in Exhibit B.
- 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: Phil Donovan Phone: 503-522-3023 Email: phil@nwpublicaffairs.com	County Administrator: Trent Wilson Phone: 971-263-4183 Email: TWilson2@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.
☒ 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.
☒ 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.
☒ 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 I, Section 7. 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.

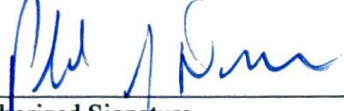
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution 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. Reserved.**
- 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.

NW Public Affairs, LLC

Clackamas County

 7/13/26
Authorized Signature Date

Signature Date

Phil Donovan
Name / Title (Printed)

Name: _____

Title: Chair

064251-93
Oregon Business Registry #

Approved for Legal Sufficiency:

DLLC/OR
Entity Type / State of Formation

Approved via Email by Amanda Keller 7/14/2026
County Counsel Date

EXHIBIT A
RFP 2026-31
STATE LOBBYING AND CONSULTING SERVICES



REQUEST FOR PROPOSALS #2026-31

FOR

STATE LOBBYING AND CONSULTING SERVICES

BOARD OF COUNTY COMMISSIONERS

CRAIG ROBERTS, Chair
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner
DIANA HELM, Commissioner

Gary Schmidt
County Administrator

Thomas Candelario
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **June 1, 2026**

TIME: **2:00 PM, Pacific Time**

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	April 29, 2026
Protest of Specifications Deadline.....	May 6, 2026, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 21, 2026, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time....	June 1, 2026, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 2 – Instructions to Proposers

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Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 1, 2026** (“Closing”), to provide State Lobbying And Consulting Services. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010- 00016776

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda,

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the

protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide experienced, professional services for state lobbying and consulting services for the 2026 and 2027 legislative sessions. The selected consultant will work closely with the Public and Government Affairs Department (PGA) and the Health, Housing, and Human Services Department (H3S) and must have experience providing state lobbying services to municipal governments or comparable agencies as an independent consultant.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

PGA oversees legislative affairs for the county and advances its annual policy and funding priorities before the state legislature. To provide excellent customer service to all residents who rely on county services, PGA is seeking consulting services to assist county staff in advancing the county's legislative funding priorities relating to:

- Advocating on the county's health, housing, and human services (H3S) priorities at the state legislature and with key partners.
- Critical transportation funding initiatives, such as operations and maintenance funding and improvements to the Sunrise Corridor

3.3. SCOPE OF WORK

3.3.1. Scope:

- Represent the county on policy and fiscal issues before the Oregon Legislature and the Executive branch, including State agencies, related to the county's annual legislative agenda and the Board of County Commissioners' strategic plan.
- Advance H3S priorities and positions by developing advocacy strategies for policy and funding success.
- Advocate for securing funding for local transportation, including maintenance and operations.
- Advocate for securing capital funds for the Sunrise Corridor project.
- Monitor activity and prepare reviews for PGA and internal subject-matter experts on proposed legislative changes and the status of pending legislation that may impact county priorities.
- Maintain regular communication and visits with members of the legislature, legislative staff, fiscal and revenues offices, and the executive branch, including the governor's office and state agencies, on behalf of the county.
- Schedule meetings with legislative offices and attend these meetings, offering support to county staff as needed or requested by the county.
- Testify and/or support county staff in testifying before committees to promote, oppose, and seek passage of relevant legislation.

- Proactively advise and develop strategies with PGA & H3S leadership and designated staff on relevant policy and financial issues, as well as discussions with legislators and key partners.
- Collaborate with legislative staff from Multnomah and Washington counties, along with other regional partners, to ensure regional alignment on H3S legislation.
- Collaborate with appropriate partners, including state and regional associations and coalitions, on shared concerns or interests related to the Sunrise Corridor and H3S issues.
- Create letters, talking points, testimony, and other communication tools to support the county's objectives related to the Sunrise Corridor and H3S issues.
- Provide weekly reports to the county during the legislative session on the status of relevant legislation and other pertinent information related to transportation funding and H3S issues.

Experience/Qualifications

- 10+ years of state legislative and lobbying experience.
- Demonstrated success on legislative funding and policy objectives.
- Experience working with or for state and local governmental entities.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2028**, with the option for two (2) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- ☐ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☐ Article II, Paragraph 28 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☐ Article II, Paragraph 32 – Federal Contracting Requirements
- ☐ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ 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.

- ☒ Professional 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 damages caused by error, omission or negligent acts.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count. Pages shall be 8-1/2" x 11" standard sheet size, 11 point font, single-spaced.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Describe your firm's experience providing lobbying consulting services for clients, including governmental entities.
- Describe the experience of staff who will be assigned to this work.
- Demonstrate a clear and concise understanding of the requested tasks and activities based on existing and available information.
- Describe the approach you will use to advance the legislative objectives identified in the scope of work, including possible opportunities to partner with other entities.
- Provide a schedule of fees on a time and material basis. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, and other reimbursable expenses.
- List at least two (2) references of clients of your firm that have worked within this capacity during the last five (5) years.
- Clackamas County Certifications Form; and
- Any additional information that Clackamas County should take into consideration for the project or qualifications.

5.4. Fees

Fees should be on a fixed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2026-31

Submitted by: _____
(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: _____ Date: _____

Signature: _____ Title: _____

Email: _____ Telephone: _____

Oregon Business Registry Number: _____ 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: _____

EXHIBIT B
CONTRACTOR'S RESPONSE



MAY 20, 2026

**RESPONSE TO REQUEST FOR QUOTES FOR LOBBYING SERVICES FOR
CLACKAMAS COUNTY
#2026-31**

SUBMITTED TO:

Thomas Candelario
Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Office: (503) 742-5444
tcandelario@clackamas.us

FROM:

Phil Donovan, Principal
NW Public Affairs, LLC
11481 SW Hall Blvd, Suite 201-C
Portland, OR 97223
Mobile: (503) 522-3023
phil@nwpublicaffairs.com



5.2 - Proposer's General Background and Qualifications:

Description of the firm: NW Public Affairs (NWP) is one of the top government affairs firms in Oregon, specializing in state legislative strategy, lobbying, and communications. Since 1999, we have been helping non-profits, governments, and businesses make positive policy changes in Oregon through our expertise, strong relationships, and hard work.

NWP is a seven-member government relations team. Each of our clients is assigned two NWP staff members. Assigning two members to each client ensures effective communication and quick responses to issues. While these two team members serve as the direct points of contact, we work collaboratively as a firm.

At NWP we regularly review the status of each client and their priorities as a team and check in daily about the most urgent priorities. This allows all team members to be informed about each client, to maximize our knowledge and interactions with decision-makers and to provide additional coverage when needed.



Phil Donovan

Phil founded NW Public Affairs in 1999 and has grown it into one of the top government affairs firms in the state. In Oregon politics, Phil is known for motivating and inspiring those who work with him and bringing together diverse coalitions. He brings a deep understanding of complex legislative and political issues and composure under pressure.

As the lead lobbyist and strategist at NW Public Affairs, Phil assists clients with strategic planning and major legislative efforts on issues ranging from K-12 education and state university governance to land use and tax policies. Phil has represented a number of high profile interests in the State Legislature that have led to K-12 and higher education reform, water resource development and improvements in the delivery of healthcare. He has also managed successful campaigns at the local, state and federal levels.

Phil received a B.A. in Political Science with honors from the University of Oregon and is a Koyl Cup recipient.



Ryan Fisher

Ryan is a well-respected lobbyist, having worked in the Oregon capitol for 18 years, specializing in Ways and Means work. Legislators, advocates and clients alike recognize Ryan for his hard work, collaborative nature, positive attitude and excellent political instincts.

In every legislative effort, Ryan actively seeks out public opinion and academic research, engages people directly affected by policy decisions and successfully aligns diverse coalitions. He is able to break down complex issues in an understandable manner. These skills have led to many successful outcomes for his clients during difficult budget cycles. Ryan holds a B.A. in English with honors from the University of Texas, Austin.



Laura Curtis

In the Capitol, Laura is known as a lobbyist with intelligence, integrity and a deep commitment to her work. Clients trust her as a talented tactician who implements legislative strategy and finds solutions that all sides can embrace. Laura's passion for politics began at a young age and led her to Willamette University, where she majored in Politics with a focus on Public Policy. Upon graduation, Laura began working for State Senator Alan Bates, first as an intern then ultimately advancing to Chief of Staff. Seeking an advocacy role that would allow her to continue to work on a broad range of issues, Laura joined NW Public Affairs in 2014.



Amanda Hess

Amanda is a skilled communicator with extensive experience in crafting sound policy, including four years as legislative staff in the Oregon State Senate. Amanda is highly regarded among legislators, agency heads, advocates, lobbyists, and staff as someone with integrity, intelligence, and initiative. As a former rugby player, she is also a strong force in tough negotiations. Above all, Amanda prides herself on delivering results and building strong, genuine relationships. Prior to her work in state politics, Amanda worked in urban planning at Metro and in communications and advocacy for various nonprofit organizations. Amanda graduated Magna Cum Laude from Carleton

College with a B.A. in Political Science and holds a Masters in Business Administration from Portland State University.



Jacob Bell

Jacob is a diligent and hard-working researcher, policy analyst and assistant lobbyist at NWPA. Jacob has worked for elected officials on Capitol Hill and the Oregon House of Representatives, but likes lobbying best. He thrives on bustling around the Capitol, meeting and getting to know a variety of interested parties, and the process of fine-tuning information into concise messages and reports.

Jacob earned his B.A. in Political Science at Lewis and Clark College. Jacob grew up outside of Kansas City and in his free time, he enjoys following his beloved Kansas City Royals, Kansas City Chiefs and Sporting KC.



Alec MacDonald-Factor

As the newest member of NW Public Affairs, Alec specializes in health care, education and affordable housing policy. He graduated from the University of Oregon with a BA in Political Science in 2019 and began working in the Oregon State Capitol

as a legislative assistant to Representative Andrea Salinas (D-Lake Oswego). In this role, Alec became an expert in every step of the legislative process: submitting bill and amendment requests, writing persuasive materials or speeches, and testifying. He knows how to work with legislative counsel, other legislators, and with advocates on both sides of issues to find the common ground necessary to keep bills moving forward. Having spent two sessions on the legislative staff side, he knows what it takes for a lobbyist to be considered a trustworthy, reliable source of information and a successful advocate.

Credentials/experience of key individuals that would be assigned to this project: If awarded the contract, Clackamas County would continue to work directly with Phil Donovan and Ryan Fisher, our firm's two most experienced lobbyists (see bios above for description of experience).

Description of providing similar services to public entities of similar size within the past five (5 years):

OHSU - Since 2007, we have represented Oregon Health and Science University. Through this work, we have developed health care expertise and familiarity with Health Share Oregon.

HAO - In 2001, we were retained by the Oregon Housing Authorities. We continue to represent the association to this day. Clackamas County is a member of this association.

AOCMHP - In 2018 we began representing AOCMHP, supporting their efforts in the behavioral health space as well as their programs to support people experiencing intellectual and developmental disabilities. Clackamas County is also a member of this association.

For over 25 years, our firm has developed extensive experience in issue areas like health, housing and human services:

Description of the firm's ability to meet the requirements in Section 3: Our firm has a long history of successfully advocating for policy wins and budget allocations on behalf of our clients. We have had a hand in state agency budgets from inception to legislative adoption and implementation. We have served on numerous budget development committees and then lobbied the governor's office to ensure that our client priorities are included in the Governor's Recommended Budget (GRB). We have tracked budget proposals through the Ways and Means process, lobbying co-chairs and subcommittees for specific line-items that matter to our clients.

On the policy side, we have helped our clients turn an idea into state law. We start by helping refine the idea, improving it by asking critical questions and bringing in stakeholders. Then we find a legislative champion who will put their name behind getting the bill drafted into a legislative proposal. We help develop written materials to support the proposal and socialize them with the legislature, doing meetings with all the critical legislators that will impact the bill's development and path to passage. When necessary, we count votes to ensure there are no surprises when the bill comes up for a vote.

The needs of Clackamas County's **Health Housing and Human Services Division (H3S)** are broad and deep. Given unlimited resources, an FTE could be assigned to support each department's government relations needs. To effectively support H3S requires someone familiar with the language each department uses, the funding streams that are essential to their success and the committees that impact the policies and budgets they will ultimately operationalize. We offer that familiarity. It also requires the ability to help the county prioritize when to weigh in, and when to let other messengers, such as AOC and professional associations, play their role. We have worked hard, over the years, to develop critical questions that help us know the most strategic moments to engage such as: "But for Clackamas County weighing in, will this

policy advance/die?” This helps us decide as a team if it’s best to engage directly, alongside a coalition, or, in some cases, not at all. This is always done under the principles established by the Board of Commissioners and with the county’s best interests in mind.

NW Public Affairs helped secure \$4 million in State funds in 2021 to develop a community-driven vision for the **Sunrise Corridor**. That work is now complete and there exists in the Sunrise Corridor a phased system of investments to address multiple outcomes at once – transportation, housing access, economic development, safety, and environmental considerations. Clackamas County and its partners do not need one large funding package, we can now move pieces forward in a phased, implementable approach. NW Public Affairs will work closely with Clackamas County to identify and seize opportunities to secure further state investment, notably the potential of a 2027 Transportation package, in the Sunrise Corridor while aligning with federal, regional, and local funding sources.

Description of what distinguishes the firm from other firms performing a similar service: NW Public Affairs shows up in the Capitol with more reliability and energy than other Oregon lobby firms. We have observed that most firms only assign one lobbyist to their clients. At NW Public Affairs, we believe two brains are better than one; two sets of calendars are more flexible than one; two sets of relationships are better than one. Beyond that direct work, NW Public Affairs is one of the larger firms in the Oregon State Capitol and that provides a broad breadth of insight that other firms, particularly small firms, lack.

5.3 Scope of Work

Describe your firm’s experience providing lobbying consulting services for clients, including governmental entities: As described in 5.2, NW Public Affairs has represented, in addition to Clackamas County for seven years and seven months, a number of governmental entities including OHSU, housing authorities, community developmental disabilities programs, and community mental health providers.

We have deep experience representing nonprofits, local businesses, tribal governments, public corporations, Fortune 500 companies, foundations and individuals in the Oregon State Capitol.

Describe the experience of staff who will be assigned to this work: Phil Donovan and Ryan Fisher have represented Clackamas County since November of 2018. Phil started his lobbying career in 1995 as a member of the Tri-Met Government Relations team and founded NW Public Affairs in the fall of 1998. Ryan has been lobbying in Oregon since 2008

Demonstrate a clear and concise understanding of the requested tasks and activities based on existing and available information: Clackamas County is seeking strategic legislative advocacy and governmental affairs support that advances the Board of County Commissioners’ priorities through direct advocacy, coalition work, policy analysis, relationships, and long-term funding strategy. We understand this work requires more than monitoring legislation or providing testimony during session. Successful representation of the County requires proactive engagement with legislators, legislative leadership, state agencies, regional partners, and stakeholder coalitions throughout both session and interim periods.

Our team has worked closely with Clackamas County leadership, PGA, and H3S across multiple legislative cycles and understands the operational, fiscal, and political considerations affecting the County’s priorities. This includes advancing transportation investments, behavioral health and housing initiatives, public health priorities, and major capital funding requests within an increasingly complex state budget environment.

Our experience representing Clackamas County has included successful advocacy for major transportation, courthouse, behavioral health, and human services investments. Recent examples include securing state funding for the County's Recovery Campus initiative during the 2026 legislative session, advancing long-term funding for the Clackamas County Courthouse project over multiple legislative cycles, and supporting legislative and funding strategies related to I-205 and the Abernethy Bridge project. These efforts required coordinated engagement with legislative leadership, Ways & Means members, state agencies, regional partners, and local stakeholders, as well as ongoing strategic advising to County PGA throughout the legislative process.

Our team's longstanding partnership with Clackamas County has provided us with a detailed understanding of the County's priorities, governance structure, regional relationships, and legislative objectives. We believe that experience positions us to continue providing responsive, strategic, and effective advocacy on behalf of the County during the 2027 and 2028 legislative sessions.

Describe the approach you will use to advance the legislative objectives identified in the scope of work, including possible opportunities to partner with other entities: To accomplish Clackamas County's legislative objectives identified in the scope work (notably H3S and Sunrise), client communication is essential to success. We keep in regular contact with our clients and provide two-way communication, letting our clients know what is happening around the legislature and keeping the legislature informed of client needs. We regularly meet with legislators, legislative staff, LFO, LRO, the Governor's office, and state agency staff.

We have expertise in scheduling and executing legislative meetings and testimony. We can perform these duties directly on behalf of our clients, as well as prepare clients for meetings and testimony. We have the experience required to set Clackamas County staff and representatives up for success in these situations and will be there every step of the way.

We are well known for our strategic approach to policy and budget initiatives, working with our clients to fine-tune proposals, develop compelling supportive messages, cultivating legislative champions, building and supporting coalitions of support, and seeing our objectives through every step of the process.

We are uniquely qualified to work with Multnomah and Washington county on regional issues. Through our current work with the Housing Authorities and past work with the Community Action Partnership of Oregon, we have a strong understanding of those partnerships, particularly in the area of housing and human services.

We have deep roots in current coalitions supporting health, housing and human services. Ryan served as the co-chair of the Human Services Coalition of Oregon and on the leadership team for six years. Our firm has been at the center of affordable housing work for the past 25 years.

We understand the importance of integrating legislative strategy with strong coalition participation, regional coordination, and consistent communication with County staff and leadership. This includes:

- monitoring and analyzing legislation and budget activity;
- identifying policy and funding opportunities and risks;
- coordinating with legislators, legislative staff, state agencies, and partner organizations;
- supporting County staff in meetings, testimony, and stakeholder engagement;
- developing messaging and advocacy materials; and
- providing timely strategic guidance as legislative dynamics evolve.

Our approach is grounded in proactive relationship management, values-based advocacy, and long-term strategic planning. We recognize that many of the County's priorities require sustained engagement over multiple sessions and depend upon building bipartisan legislative support, coordinating with executive branch agencies, and maintaining alignment with regional and statewide partners.

We also understand the importance of supporting H3S priorities through both direct advocacy and coalition coordination. Our work has included behavioral health, housing, developmental disabilities, public health, and related human services issues requiring close coordination with County staff, state agencies, legislative fiscal staff, regional partners, and professional organizations. This work depends upon understanding not only legislative policy, but also the operational realities and funding structures that affect implementation at the local level.

A key component to a successful legislative campaign is compelling written support material. We take an active role in the development of these materials. We bring a background in messaging and polling research with a focus on housing and social services. We also have a keen understanding of how legislators are likely to respond to messages. Importantly, we also carefully think about the right messengers, an overlooked but critical component to successfully getting your message heard.

Perhaps of the most importance to Clackamas County is the relationships our firm has with leadership and key legislators in the budget writing process. We have worked both positively and extensively with Speaker Julie Fahey, Senate President Rob Wagner and Ways and Means Co-Chairs Kate Lieber and Tawna Sanchez. We also work closely with legislators who are setting the policy agenda in human services and housing, including Senator Sara Gelser. And we are proud to have cultivated and developed the **Clackamas Caucus**, which has matured into an effective voice for issues important to Clackamas County.

Below is an outline of the services that we would provide working closely with the leadership of the Public and Government Affairs Department (PGA) and the Health, Housing and Human Services Division (H3S) for Clackamas County:

- **Bill Review and Identification:** We monitor all bills that are introduced. At the beginning of each session, we will send a report to the PGA and H3S leadership teams that includes each bill that may impact your county and help you prioritize your efforts. We can also adjust that work to align with Clackamas County's internal process.
- **Bill and Budget Monitoring:** We fully engage on all Priority 1 bills, work with coalitions on Priority 2 bills, and monitor all Priority 3 bills.
- **Legislative Meetings:** We will schedule legislative meetings on Clackamas County issues and invite County staff to attend these meetings when appropriate.
- **Education Materials:** We will help develop concise and compelling 1-pagers that clearly explain the value of the County's priorities. Legislators come across hundreds of bills, so it is important that information on any bill or funding request is concise, organized and understandable on a first reading. We will work in partnership with County staff on education materials to ensure fluidity.
- **Weekly Updates:** At the end of each week during session, we will send the PGA and H3S leadership an update. We will summarize our activities monitoring hearings, meeting with legislators and meeting with other organizations on behalf of Clackamas County. The update will include any major events that happened that week in the Capitol and an activity summary of each County priority we are tracking.

- **Conference Calls:** When the legislature is in session, we are in the Capitol every day to best advocate for our clients and keep a pulse on the legislative process. We recommend regular conference calls with the County's leadership teams to discuss the status of legislation that is imminent that week. We are also available by text, phone and email at any time.
- **End of Session Report:** At the end of every session, we will provide the PGA and H3S leadership team with an end of session report that summarizes the bills tracked and recommended next steps based on the outcome of these bills.

Provide a schedule of fees on a time and material basis. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals , anticipated travel and other reimbursable expenses:

Based on the description of services NWPA would provide, we recommend a \$7,000 monthly retainer and \$500 to be expensed annually for reimbursable travel (which does not include travel to the Capitol when the Legislature is convened).

Lobbying contracts are rarely done on a "time and material" basis. Little of lobbying work is "hourly" in nature. Please consider the hallway conversations of the Capitol that only a lobbyist is effective conducting (such as when a Co-Chair of Ways & Means stops in the Capitol hallway and says "Hey Phil, I was just in a meeting and heard...").

If Clackamas County were to insist on this approach, our hourly rate is \$300/hour. This would equate to approximately 24 hours a month (a number we far exceed in our reported hours over the past eight years).

NW Public Affairs has provided an accounting of our activities and approximation of time spent. We have exceeded the hours above (suggesting a retainer basis is a much better financial arrangement for Clackamas County).

Two references our firm has worked with the last five years

Mary Rumbaugh, Director of Health, Housing & Human Services, Clackamas County

Julie Hanna, Associate Vice President of Government Affairs, OHSU

G. Additional Information

We are very proud of the work we have done on behalf of Clackamas County over the past eight years. We have found Trent Wilson to be a consummate professional and effective in his work as our direct supervisor and similarly appreciate the opportunity to work with Donna Hockey who is organized, thoughtful and diligent. We really appreciate the diverse knowledge and skills held by the Board of Commissioners.

We hope to continue our work with Clackamas County and thank you for the trust you have placed in us in the past and plan to continue our good work together into the future.