

Council Business Meeting

December 21, 2021

| | | |
|--------------------|---------------------------------|----------------------|
| Agenda Item | Contract with SOU for Community | |
| From | Gary Milliman | City Manager Pro Tem |
| Contact | Gary.milliman@ashland.or.us | |

SUMMARY

A community survey on the topic of prioritization of services provided by the City through its General Fund, and options for resolving the City's financial deficit.

POLICIES, PLANS & GOALS SUPPORTED

The City Council has been conducting study sessions to examine alternatives for addressing the structural deficit in the City's General Fund. The outline for this process included conducting a community-wide survey.

PREVIOUS COUNCIL ACTION

[List previous Ordinances or Resolutions, dates, a very brief description of each]

BACKGROUND AND ADDITIONAL INFORMATION

The City has solicited a proposal from Southern Oregon University (SOU) to undertake this survey. SOU has conducted surveys for the City in the past. SOU has provided the attached proposal. Services would include mailing an advance letter to all residents (using the City's utility billing mailing list), mailing a double-sided, single sheet survey with return envelope, receiving and tabulating the results, providing a report to the City. SOU will not be doing the marketing for this project.

In addition to the contract with SOU, the City would need to undertake the following support activities:

1. Marketing the survey to the community in advance.
2. Providing preliminary questions and pros/cons for each item for inclusion in the survey (these questions would be re-cast by SOU staff).
3. Establishing a webpage containing background information about the City's budget and the various alternatives presented in the survey.

The City currently has no internal community outreach or marketing resources, and the City Manager is currently without office support staff. This is only one of several initiatives proposed by the City Council identifying the need for community outreach staff support. It would take about 60 days to prepare a job description, advertise, select and on-board an employee into a Community Engagement Coordinator position.

It is likely that crafting the questions and pros/cons will require significant effort, including City Council review. This, staff recommends that the City Council appoint a subcommittee to work with staff in crafting the questions/pros-cons. Staff is also seeking authorization to retain a marketing consultant to assist with this project at a cost not to exceed \$5,000.00.

FISCAL IMPACTS

The cost proposal from SOU for their portion of the survey is \$_____

STAFF RECOMMENDATION

If the City Council wishes to proceed with this project:

1. Authorize the City Manager Pro Tem to execute a Memorandum of Understanding with Southern Oregon University to undertake a communitywide survey on service priorities and financing.
2. Appoint a City Council subcommittee to work with staff in the preparation of preliminary survey questions and pros/cons.
3. Authorize the City Manager Pro Tem to retain marketing consultant services to assist the City in community outreach, including the creation of a webpage/website in support of this project at a cost not to exceed \$5,000.00.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Motion to approve the staff recommendations as presented above and name the members of the City Council project subcommittee.

OR:

Take no action.

REFERENCES & ATTACHMENTS

1. SOU proposal.
2. Research Agreement



City of Ashland Budget Priorities Survey

Proposal

Eva Skuratowicz, Ph.D. and Karen Miller-Loessi, Ph.D.

NOVEMBER 30, 2021

*City of Ashland Budget Priorities Survey
Project Overview and Timeline
Deliverables from City of Ashland*

Overview

Dr. Eva Skuratowicz, Director of the Southern Oregon University Research Center (SOURCE), and Dr. Karen Miller-Loessi, Senior Research Associate of SOURCE will head the project team to construct, administer, analyze, and report on the outcomes of a population household-level survey of residents of Ashland, Oregon, on questions related to budget priorities. The research project team will include student research assistants who will work under the supervision of Dr. Miller-Loessi and Dr. Skuratowicz.

The questions on the one-page, double-sided survey will be constructed in consultation with the City of Ashland. These questions will be oriented around asking the respondent to make choices between budget alternatives. In order for the respondents to understand the implications of what they are choosing, the City will write brief backgrounds (pros and cons, if appropriate) for each decision on the survey, and the City will also construct a webpage that will contain a full discussion of the pros and cons of each decision on the survey. SOURCE will pilot the survey and make changes based on feedback from pilot respondents.

The population household-level mail-in survey will be part of a two-stage administration process. The City will provide all utility addresses (11,000) to SOURCE. SOURCE will create a color postcard to be sent to all utility addresses which will announce the upcoming mailing of the survey. This will alert residents/property owners that a survey is coming and give them contact information for questions. An introductory postcard is best practice for survey administration and is done to increase response rate. The City will provide appropriate logos for the postcard. In addition, bad addresses will become apparent as those postcards will be returned to SOURCE. The City will also run a public relations campaign that will commence before the survey is mailed out to encourage Ashlanders to fill out the survey.

The survey will be sent out to all viable Ashland utility addresses. This will mean that those people who pay the utilities will get the survey. This is more likely to be the taxpayer, who is the target for this survey. There will be only one round of surveys and the surveys will be anonymous. SOURCE will recruit student research assistants for data entry. Those research assistants, under supervision, will enter the data from the surveys. In order to construct the budget we are assuming, but not guaranteeing, a 30% response rate (3,300 surveys returned). Five previous SOURCE surveys, which used random or stratified random samples, had the following response rates: 24%, 22%, 35%, 54% and 55%. As the budget priorities survey will be a household-level population survey, the City's public relations campaign will be very important in maximizing the response rate.

SOURCE will analyze the data from the surveys and prepare a report for the City. Dr. Miller-Loessi will be responsible for the analysis phase of the project, which will involve supervising the research assistants in logging the surveys and entering the responses. She will verify entries for accuracy and

perform statistical analyses of the data using the IBM SPSS Statistics software package. Dr. Skuratowicz and Dr. Miller-Loessi will prepare a final report of the findings and present it to the City.

Timeline

December

- City starts working with SOURCE to construct the survey questions. Questions will be finalized by the end of January.
- City starts writing brief background (pros and cons, if appropriate) for each decision on the survey. Pros and cons will be finalized by end of January.

January

- City provides utility addresses to SOURCE.
- City prepares public relations campaign to encourage Ashland households to fill out survey.
- SOURCE starts recruiting student research assistants for data entry.

February

- City constructs the webpage that will contain a full discussion of pros and cons. Webpage finished by the first week of March.
- SOURCE pilots the survey and makes changes based on feedback from pilot respondents.
- SOURCE creates color introductory postcard.
- City launches public relations campaign by the end of February.

Late February

- SOURCE mails out an introductory postcard to all utility addresses.

2nd week of March

- Survey will be mailed out to all viable utility addresses.

2nd half of April

- Cut off for survey receipt
- Student research assistants will enter data from survey responses.

1st half of May

- Data entry and verification completed.

2nd half of May

- Data from survey cleaned and analyzed.

1st half of June

- SOURCE writes final report.

2nd half of June

- SOURCE presents findings to the City.

City of Ashland Deliverables

1. Utility addresses for all Ashland residences
2. Guidance on the survey questions
3. All of the information for the brief pros and cons on the survey
4. Full discussion of the pros and cons on a City of Ashland sponsored webpage
5. Public relations campaign encouraging Ashlanders to fill out the survey
6. Logo to use on postcard and survey

Budget

City of Ashland Budget Priorities Survey

| | |
|------------------------------|-----------------|
| Printing & Stuffing | \$6,829 |
| Postage and Mailing | \$5,205 |
| Supplies | \$40 |
| Labor | \$13,735 |
| | |
| Project Subtotal | \$25,809 |
| Indirect Cost Recovery 25.2% | \$6,504 |
| Project Total | \$32,313 |

SOUTHERN OREGON UNIVERSITY/
City of Ashland Budget Priorities Survey
RESEARCH AGREEMENT

THIS AGREEMENT is entered into by and between Southern Oregon University, a university with a governing board (1250 Siskiyou Blvd., Ashland, Oregon), hereinafter referred to as "SOU"; and **The City of Ashland**, hereinafter referred to as "**SPONSOR**".

WHEREAS, SPONSOR desires that **SOU** provide it with research services in accordance with the scope of work described in Section I below; and

WHEREAS, the performance of such research is consistent, compatible, and beneficial to the academic and public service mission of **SOU** as a public institution of higher education;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein the parties agree as follows:

I. SCOPE OF WORK

SOU agrees to perform the research described as a **quantitative assessment of public attitudes regarding the City of Ashland budget priorities** (for a more complete description, see Attachment A). The parties hereby acknowledge and agree that Attachment A is specific enough for both parties to fully understand the work product agreed to, the final completion or delivery deadline(s), and any interim progress reporting or product or service stages required.

II. AGREEMENT PERIOD

This Agreement is effective on the date it has been signed by every party hereto (the "Effective Date") and shall be completed on or before **August 1, 2022** unless subsequent time extension, supplement, addendum, continuation, or renewal is mutually agreed upon in writing between the parties.

III. COMPENSATION

SPONSOR agrees to pay **SOU** for services performed under this Agreement in the amount of **\$32,313** in accordance with the budget outlined in Attachment B. The **SPONSOR's** payment to **SOU**, equaling one-half of the total cost, shall be received within 30 days of the effective date. The second one-half payment shall be received by **August 1, 2022**. All payment(s) shall be sent to the following address:

SOU Business Services
Business Services, Accounts Receivable
Attn: Patti Eliot
1250 Siskiyou Blvd.
Ashland, OR 97520

IV. REPORTING REQUIREMENTS

SOU will provide its final "Technical Report and Recommendations" referenced in Attachment

A on or before **June 30, 2022** unless an extension is mutually agreed upon by both parties.

V. CONFIDENTIALITY

To the extent permitted by the Oregon Public Records Law, **SOU** agrees to keep confidential any proprietary information that (1) is supplied to **SOU** by **SPONSOR** during the course of the research or public service performed by **SOU** and (2) that **SPONSOR** identifies to **SOU** as its “CONFIDENTIAL/ PROPRIETARY INFORMATION”. Such information will not be included in any published material without prior approval of **SPONSOR**. **SOU** agrees to provide any proposed publication to **SPONSOR** prior to submission for publication to allow **SPONSOR** the opportunity (1) to review the publication for the inclusion of **SPONSOR**-owned confidential information and (2) to determine whether patentable inventions or discoveries of **SPONSOR** are disclosed therein. **SPONSOR** shall not unreasonably withhold approval of **SOU**’s efforts to publish any research arising from this project.

VI. EQUIPMENT

All equipment purchased under this Agreement becomes the property of **SOU** unless otherwise provided herein.

VII. INDEMNIFICATION

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, and by the Oregon Tort Claims Act (ORS 30.260 to 20.300), **SOU** agrees to indemnify **SPONSOR** against liability for damage to life or property arising from **SOU**'s actions under this Agreement. However, **SOU** shall not be required to indemnify **SPONSOR** for any liability arising out the wrongful acts of employees or agents of **SPONSOR**.

SPONSOR 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 the conduct of work under this contract, or from any act, omission, neglect of **SPONSOR**, its subcontractors, or employees. **SPONSOR** shall save, defend, indemnify, and hold harmless the State of Oregon, **SOU**, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of **SPONSOR** or its subcontractors, officers, agents, or employees acting under this contract.

VIII. COMPLIANCE WITH APPLICABLE LAWS.

SPONSOR and **SOU** each agree to comply with all applicable federal, state, and local laws, codes, and regulations in its performance of the work required by this Agreement.

IX. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written consent of the other party.

X. PATENTS, INVENTIONS, AND COPYRIGHTS

SOU agrees to take appropriate steps to cause its personnel assigned to the project under this Agreement to disclose any and all inventions, improvements, and publication materials conceived or reduced to practice in the performance of the research and services and relating to

the subject matter thereof, in the form of patent memoranda descriptive of such inventions and discoveries and containing adequate information necessary for the filing of patent and/or copyright applications.

SOU, shall retain all right, title, and interest to such inventions, patents, and copyrights, which it may file at its election.

SOU, may determine to negotiate to share patents, and royalties with **SPONSOR**, in consideration of the extent of **SPONSOR**'s support of the project. **SPONSOR** shall request such consideration in writing to **SOU** within thirty (30) days following notification by **SOU** of the invention, discovery, or publication materials. Upon such filing, the parties agree to complete negotiations of terms and conditions of patent, copyright, and royalty within six months from date of **SPONSOR**'s request. **SPONSOR** and **SOU** agree to negotiate said terms and conditions in good faith.

XI. PUBLICATION ON BY SPONSOR

SPONSOR shall not include the name of **SOU** in any advertising, sales, promotion, or other publicity material without the prior written approval of **SOU**.

XII. 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 successors and assigns.

XIII. INSURANCE. **SPONSOR** shall secure at its own expense and keep in effect during the term of this contract the following insurance:

- General Liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- Professional Errors & Omissions insurance in minimum limits of \$2,000,000 per occurrence.
- Workers' compensation in statutory limits of liability as applicable.
- Automobile liability in minimum limits of \$1,000,000 combined single limit.

Such insurance policies must be rated at a minimum of A- VII by AM Best or equivalent, and are to be issued by an insurance company authorized to do business in the State of Oregon with NAIC # provided. A certificate of insurance showing coverage for these policies shall be endorsed to name Southern Oregon University, and their respective officers, trustees, agents and employees as additional insureds in such insurance policies and be received by this office within 10 days of execution of the contract. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage or continued coverage on an annual basis will be required at the completion of this contract for a duration of 24 months.

Any notices under these policies shall be made by contacting:

Marie Trammel
SOUTHERN OREGON UNIVERSITY
1250 Siskiyou Blvd.
Ashland, OR 97520

Gregory M. Perkinson
Vice President for Finance and Administration
SOUTHERN OREGON UNIVERSITY
1250 Siskiyou Blvd.
Ashland, OR 97520

XIV. GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between **SOU** and **SPONSOR** that arises out of or relates to performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court for Jackson County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

XV. 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.

XVI. TERMINATION

This Agreement may be terminated at any time by the mutual agreement of both parties. Also, one party may terminate this agreement upon written notice to the other party at least thirty (30) days prior to the intended date of termination. However, such early termination shall not nullify obligations already incurred for performance prior to the date of termination.

XVII. NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent all other contract signatories.

XVIII. EXECUTION AND COUNTERPARTS. This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIX. FORCE MAJEURE. Neither **SOU** nor **SPONSOR** shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, **SOU's** or **SPONSOR's** reasonable control.

XX. WAIVER. The failure of **SOU** to enforce any provision of this contract shall not constitute a waiver by Institution of that or any other provision.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOTSPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT 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 SIGNATURES BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the latest date appearing with the signatures below.

SPONSOR

SOUTHERN OREGON UNIVERSITY, a
university with a governing board

(representing)

Gregory M. Perkinson
VP Finance and Administration
Southern Oregon University

Federal Tax ID#

Attachment A: Scope of Work

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DRAFT

Attachment B: Budget

City of Ashland Budget Priorities Survey

| | |
|------------------------------|----------|
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