

Council Communication

September 20, 2016, Business Meeting

Sole Source Procurement – National Research Center, Citizen Survey

FROM:

Ann Seltzer, management analyst, seltzera@ashland.or.us

SUMMARY

This sole source procurement allows the City to directly award a contract to the National Research Center to conduct the 2016 citizen survey. The City conducts this survey biennially to gauge citizen satisfaction with City services and quality of life. Survey results will be reported to the Council this winter.

BACKGROUND AND POLICY IMPLICATIONS:

The City conducts a bi-annual citizen survey using the National Citizen Survey developed by the National Research Center, Inc. and ICMA (International City/County Managers Association). The survey provides a statistically valid reading on how Ashland citizens feel about their community and the services provided by local government.

The National Research Center has a database of survey results from more than 500 jurisdictions throughout the country. This is the only citizen survey administered with a database of that size. Using the National Citizen Survey means the Ashland results can be compared to previous survey results and benchmarked against cities of similar size around the county. The 2016 survey will be the fourth time using the National Citizen Survey.

Internal Approval

Internal policy requires the City Administrator to review determinations and written findings of sole source procurements and to approve the sole source procurement request prior to seeking Council approval. The City Administrator has reviewed and approved this sole source procurement request.

COUNCIL GOALS SUPPORTED:

Promote effective citizen communication and engagement.

FISCAL IMPLICATIONS:

The cost is \$17,370 and is in the current budget.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends approval of the sole source procurement for the National Research Center to conduct the citizen survey.



SUGGESTED MOTION:

I move to approve a sole source procurement and award a contract to the National Research Center to conduct the citizen survey.


ATTACHMENTS:

1. Sole Source forms #4 and #7 approved
2. Personal Services Contract



FORM #4

**DETERMINATIONS TO PROCURE
PERSONAL SERVICES
\$5,000 to \$75,000**

To: Dave Kanner, public contracting officer 

From: Ann Seltzer, management analyst

Date: September 1, 2016

Re: DETERMINATIONS TO PROCURE PERSONAL SERVICES

In accordance with AMC 2.50.120(A), for personal services contracts greater than \$5,000, but less than \$75,000, the Department Head shall make findings that City personnel are not available to perform the services, and that the City does not have the personnel or resources to perform the services required under the proposed contract. However, the City Attorney, the Public Contracting Officer, or Local Contract Review Board, can require a formal solicitation for bids to ensure that the purposes of this chapter are upheld.

Background

The National Citizen Survey was developed by the National Research Center, Inc. and ICMA (International City/County Managers Association) to provide a statistically valid survey of resident opinions about their community and the services provided by local government.

The National Research Center has a database of survey results from more than 500 jurisdictions throughout the country. This is the only survey administered with a database of that size and therefore the results can be compared to other jurisdictions.

The City conducts a citizen survey every other year using the National Citizen Survey. Using the National Citizen Survey means that the data collected for Ashland can be compared to previous survey results and benchmarked against cities of similar size around the county. The 2016 survey will be the fourth survey.

Pursuant to AMC 2.50.120(A), has a reasonable inquiry been conducted as to the availability of City personnel to perform the services, and that the City does not have the personnel and resources to perform the services required under the proposed contract?

The City of Ashland does not maintain a database of survey results of other jurisdictions. This survey cannot be performed by existing personnel or resources.

SOLE-SOURCE DETERMINATION AND WRITTEN FINDINGS**PERSONAL SERVICES****Less than \$75,000**

To: Dave Kanner, city administrator DK

From: Ann Seltzer, management analyst

Date: September 1, 2016

Re: Sole Source Determination and Written Findings for Personal Services

In accordance with AMC 2.50.090(F), the Department Head shall determine in writing that there is only one provider of a product or service of the quality and type required available.

Estimated total value of contract: \$14,825

Project name: Citizen Survey

Description of project: The National Citizen Survey was developed by the National Research Center, Inc. and ICMA (International City/County Managers Association) to provide a statistically valid survey of resident opinions about their community and the services provided by local government.

The National Research Center has a database of survey results from more than 500 jurisdictions throughout the country. This is the only survey administered with a database of that size and therefore the results can be compared to other jurisdictions.

Background:

The City conducts a citizen survey every other year using the National Citizen Survey. Using the National Citizen Survey means that the data collected for Ashland can be compared to previous survey results and benchmarked against cities of similar size around the county. The 2016 survey will be the fourth survey.

Findings:

Market Research Overall finding:

As stated above, the National Citizen Survey is the only survey administered with a database of more than 500 jurisdictions throughout the country and therefore Ashland results can be

compared to other jurisdictions as well as to our previous three surveys using the National Citizen Survey.

[In accordance with ORS 279B.075, these are the examples of findings that should be addressed. Select at least one of the findings and prepare the determination as it specifically relates to the good or service being procured. More than one finding can be addressed. The findings are as follows.]

Pursuant to ORS 279B.075 (2)(a): Provide findings supporting your determination that the efficient utilization of existing goods requires the acquisition of compatible goods or services from only one source.

As stated above, the National Citizen Survey is the only survey administered with a database of more than 500 jurisdictions throughout the country and therefore Ashland results can be compared to other jurisdictions as well as to our previous three surveys using the National Citizen Survey.

Pursuant to ORS 279B.075 (2)(b): Provide findings supporting your determination that the goods or services required for the exchange of software or data with other public or private agencies are available from only one source.

As stated above, the National Citizen Survey is the only survey administered with a database of more than 500 jurisdictions throughout the country and therefore Ashland results can be compared to other jurisdictions as well as to our previous three surveys using the National Citizen Survey.

Pursuant to ORS 279B.075 (2)(c): Provide findings supporting your determination that the goods or services are for use in a pilot or an experimental project

N/A

Pursuant to ORS 279B.075 (2)(d): Any other findings that support the conclusion that the goods or services are available from only one source.

As stated above, the National Citizen Survey is the only survey administered with a database of more than 500 jurisdictions throughout the country and therefore Ashland results can be compared to other jurisdictions as well as to our previous three surveys using the National Citizen Survey.

Contract for Personal Services less than \$35,000.00

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONSULTANT: National Research Center</p> <p>CONTACT: Annika Erikson-Pearson</p> <p>ADDRESS: 2955 Valmont Road, Suite 300 Boulder, Colorado 80301</p> <p>TELEPHONE: 303-226-6984</p>
DATE AGREEMENT PREPARED:	EMAIL: annika@n-r-c.com
BEGINNING DATE: September 20, 2016	COMPLETION DATE: January 31, 2016
COMPENSATION: \$17,370 (includes base survey, benchmark comparisons to university communities with populations from 10,000 to 40,000, demographic subgroup comparisons, open ended question)	
SERVICES TO BE PROVIDED: Citizen Survey	
<p>ADDITIONAL TERMS: In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>	
<p>FINDINGS: Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p> <p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p> <ol style="list-style-type: none"> 1. Findings / Recitations. The findings and recitations set forth above are true and correct and are incorporated herein by this reference. 2. All Costs by Consultant: Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service. 3. Qualified Work: Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. 4. Completion Date: Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above. 5. Compensation: City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. 6. Ownership of Documents: All documents prepared by Consultant pursuant to this contract shall be the property of City. 7. Statutory Requirements: ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract. 8. Living Wage Requirements: If the amount of this contract is \$20,283.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees. 9. Indemnification: Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, 	

actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.

10. Termination:

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

11. Independent Contractor Status: Consultant is an independent contractor and not an employee of the City.

Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.

12. Assignment and Subcontracts: Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.

13. Default. The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.

14. Insurance. Consultant shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$250,000, for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, for each occurrence for Bodily Injury and Property Damage.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$100,000, for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

Certification. Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By _____
Signature

By _____
Department Head

Print Name

Print Name

Title

Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. _____

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor _____ (Date)

EXHIBIT B

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$14.52 per hour effective **June 30, 2016**
(Increases annually every June 30 by the Consumer Price Index)

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,283.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,283.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

The National Citizen Survey™ Quote for Ashland, OR 2016

BASIC SERVICE PLUS SELECTED ADD-ON OPTIONS

The National Citizen Survey™ (The NCS) is the premier citizen survey service from ICMA and National Research Center, Inc. (NRC). It is turned to by more jurisdictions than any other service. The NCS™ basic service includes all aspects of conducting the survey; all printing and mailing costs, geocoding the sample to ensure that all addresses are within the city limits of Ashland, ongoing consultation with staff about the survey process, sample selection, preparation and mailing of a five-page survey to 1,500 households (with a confidence interval of 95% and an approximate margin of error of plus or minus 5%), data entry and analysis, community livability report, dashboard report, trends report and full technical appendices and the submission of an electronic dataset with final reports. NRC uses all best practice methods in survey research, including over sampling multi-family units to decrease non-response bias, using a multi-contact method to improve response rates, and statistical weighting of the survey data. All 2016 pricing listed below includes a 10% repeat client discount.

Basic Service

Cost

The NCS™ Basic Service

Instrument development; assistance with crafting custom questions; three part mailing of 1,500 pieces each (pre-notification postcard, and two waves of the survey with cover letters and postage paid return envelopes), all survey recipients will have the option to complete the survey online if they prefer, additional community-wide opt-in Web survey, data entry and analysis of returned surveys; draft report for review; final report that includes national benchmark comparisons, executive summary and detailed methods; electronic copies of the report and final dataset submitted electronically; technical assistance in understanding survey results via phone and email with key staff for The NCS...... \$13,860

Custom benchmark comparisons

Ratings and results compared to university communities with populations from 10,000 to 40,000..... \$945

Demographic subgroup comparison report

Ratings and results compared by employment status, length of residency, annual household income, age and sex..... \$810

One open-ended question

Inclusion of one open-ended question added to the survey and subsequent data analysis..... \$1,755

Total Cost to Ashland

Including the Basic Service and the options described above..... **\$17,370**

***Total Cost to Ashland in 2014: \$14,825*

The National Citizen Survey™
© 2016 National Research Center, Inc.
2955 Valmont Road, Suite 300
Boulder, CO 80301
303-444-7863
ncs@n-r-c.com
www.n-r-c.com



CERTIFICATE OF LIABILITY INSURANCE

NATI430

OP ID: MC1

DATE (MM/DD/YYYY)

09/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEISEN BORTH AGENCY www.nbinsure.com 333 W. Hampden Ave. Ste. 305 Englewood, CO 80110 Todd Borth	CONTACT NAME: Marilyn Cox PHONE (A/C, No, Ext): 303-781-6776 E-MAIL ADDRESS: mcox@nbinsure.com		FAX (A/C, No): 303-789-4409
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company		NAIC #
INSURED National Research Center, Inc. 2955 Valmont Road Ste 300 Boulder, CO 80301	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

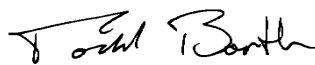
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHSD1096665	01/01/2016	01/01/2017	Prof Liab 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Professional Liability policy includes Errors & Omissions Coverage of \$2,000,000 each claim, \$2,000,000 annual aggregate, \$5,000 deductible. The City of Ashland, Oregon and its elected officials, officers and employees are listed as Additional Insured with respect to the Professional Liability.

CERTIFICATE HOLDER**CANCELLATION**

CITYASH City of Ashland 20 East Main Street Ashland, OR 97520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURED ADP TotalSource I, Inc. 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER National Research Center Inc 2955 Valmont Road Suite 300 Boulder, CO 80301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Ins Co	23841
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1476685 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 061139697 CO	07/01/16	07/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for NATIONAL RESEARCH CENTER INC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. NATIONAL RESEARCH CENTER INC is an alternate employer under this policy.

CERTIFICATE HOLDER City of Ashland 20 East Main Street Ashland, OR 97520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>