

MEMORANDUM

TO: Board of Trustees

FROM: Trustee Matthew Dent

SUBJECT: Review, discuss and possibly approve the agreement for FlashVote Services in the not to exceed amount of \$7,900.00 (Requesting Trustee: Trustee Matthew Dent)

DATE: January 25, 2024

I. RECOMMENDATION

It is recommended the Board of Trustees move to approve the FlashVote Services agreement in the not to exceed amount of \$7,900.

II. BACKGROUND

FlashVote Services have been beneficial to the Board of Trustees during this calendar year. They have conducted multiple board training sessions and circulated multiple surveys to inform the board of the community's interests.

III. FINANCIAL IMPACT AND BUDGET

There is a \$7,900 cost for this service; from General Fund or Trustee line item.

IV. ALTERNATIVES

Do nothing or modify the scope of the FlashVote contract.



PROPOSAL TO IVGID - NV

[FlashVote](#) is the scientific way to survey and engage communities. Get statistically valid public input in 48 hours. Solve important problems and serve your whole community better all year, with data-driven decisions. Enclosed please find our proposal to work with you.

*“Our City Council is addicted to FlashVote”
– City Staff in Oklahoma*

FlashVote is a unique and essential data tool. Nothing else offers you these 5 key things

- Professionally Drafted – Custom questions for the exact data you need
- Statistically valid – True decision-quality community input
- Fast Results – Just 48 hours from survey launch to reporting
- Fully Inclusive – Participation by email, text, and phone call plus multilingual
- Highly Affordable – Easily pays for itself with your first survey

SHORT, AUTOMATED, SCIENTIFIC COMMUNITY SURVEYS

FlashVote has modernized scientific community surveys to make them short, fun, and inclusive for residents – and super useful and affordable for governments. Even your busiest residents have one minute a month to help you by taking FlashVote surveys.

DO MORE WITH LESS AND PREVENT MISTAKES

We help you deliver more value with less money. We’ve helped customers increase revenues by building public trust. Most importantly, we help our customers cut through the noise and see when traditional unscientific public input is steering them towards big mistakes.

“Fast, simple, reliable surveys we can trust”

SERVE THE MANY, NOT JUST THE NOISY

Just imagine. No more guessing or hoping. No more issues hijacked in public meetings. No more governing based on social media posts. No more distorted data from 'free' online surveys or online engagement. Now you can hear the true voice of your community, especially when you need to overcome the influence of the noisy and unrepresentative few.

SOME COMMON PROBLEMS WE HELP SOLVE

- ARPA
- Housing
- Service Satisfaction
- Finances
- Economic Development
- Transportation
- Land Use
- Plan Updates
- Other Important/Contentious Issues: <https://www.flashvote.com/mini-case-studies>

WE EVEN DO ALL THE WORK

You know what you want to know. We handle everything else. From drafting to launching to reporting, we're a service, not just software. There has never been an easier or better way to get the right data, right when you need it.

TRUSTED BY THE BEST LOCAL GOVERNMENTS

We work with the best communicators, managers and elected officials at leading, award winning local governments across the country, including:

- Town of Oro Valley, Arizona
- City of Roseville, California

- Placer County, California
- Town of Sudbury, Massachusetts
- City of Plymouth, Minnesota
- City of Ferguson, Missouri
- Town of Chapel Hill, North Carolina
- City of Arlington, Texas
- City of Syracuse City, Utah
- And many more, in 25+ states so far!

In 2020 FlashVote was named one of the Top 10 “*best companies working with local governments*” by ELGL: <https://elgl.org/9-flashvote/>

The more you know about data, the more you’ll appreciate FlashVote:
<https://www.flashvote.com/government#data-quality>

“Really worth it, so simple too.”

PROPOSAL DETAILS

Our proposal includes the following items:

- FlashVote Services Order Form
- Statement of Work
- Terms & Conditions

Please don’t hesitate to contact us with questions. References and sole-source justification letters are available upon request. We look forward to working with you!

Sincerely,

Kevin Lyons

CEO & Co-Founder



EXHIBIT A: STATEMENT OF WORK

FLASHVOTE SERVICE	PRICE	PRODUCT DESCRIPTION
CUSTOMER SETUP	INCLUDED	<u>User Provisioning & Basic Customer Setup</u> Review setup and invitation processes and customer provisioning in FlashVote system with geographical areas. Custom web link and co-branded signup page.
IMPLEMENTATION SERVICES	(\$3,000 WAIVED)	<u>Build Scientific Panel</u> Review overall invitation and promotion strategy given existing communication channels. Work with customer to develop the most cost-effective outreach strategy. Provide recommended messaging samples and examples of online and offline invitation materials. Review drafts and recommend edits to cobranded customer promotion materials (Examples – emails, mailer inserts, social media channels). Create customized promotion video. Send invitations and reminders to customer email lists if desired. Review initial and ongoing panel results and analyze possible invitation retargeting.
FLASHVOTE SURVEYS	\$7,900 per year	<u>Create and Launch Surveys</u> Review data and decision support needs of customer. Expert survey design and quality control of all questions. Create up to 6 custom community surveys for unique customer data needs each year. Emails, text messages and phone calls to collect data in 48 hours.
FLASHVOTE REPORTING	INCLUDED	<u>Calculate and Report Results</u> Results calculation and integrity checking. Results summary sharing by email. Interactive results dashboard with participation data and selectable demographic filters. Custom geographic overlays for filtering results by location.
FLASHVOTE SUPPORT	INCLUDED	All technical and user support issues handled by FlashVote.
EQUITABLE PANEL BALANCING (EPB)	INCLUDED	Initial demographic analysis of community. Analysis of panel demographics as invitations are accepted. Initial and annual demographic comparisons and supplemental invitations using local SMS numbers to increase numbers and improve balance.
MULTILINGUAL – SPANISH ETC (OPTIONAL)	OPTIONAL \$3,000/yr each	Professionally translated end-to-end Spanish (and/or Other Languages) experience for signup, emails, surveys and results.
GRAND TOTAL	\$7,900/yr + Any Options	

EXHIBIT B: SUPPORT TERMS

Company will provide Technical Support to Customer and Customer's users via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 775-235-2240 or any time by emailing support@flashvote.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, phones, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible

for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data") such as non-public citizen email addresses or other non-public citizen data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled

service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR

OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of laws provision.