



## AGENDA: SPECIAL SESSION

WEDNESDAY, NOVEMBER 10, 2021

WASCO COUNTY BOARD OF COMMISSIONERS

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

**PUBLIC COMMENT:** Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.

**DEPARTMENTS:** Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

**NOTE:** With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

*Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.*

<b>1:00 p.m.</b>	<b>CALL TO ORDER</b> Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. <b>Corrections or Additions to the Agenda</b>
<b>1:00 p.m.</b>	<a href="#">Strategic Investment Program Request for Determination</a> – Kristen Campbell/Matthew Klebes
<b>1:05 p.m.</b>	<a href="#">Community Outreach Support</a> – Tyler Stone
<b>1:15 p.m.</b>	<a href="#">Executive Session</a> – Pursuant to 192.660(2)(h) Conferring with Legal Counsel
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS  
SPECIAL SESSION

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This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Scott Hege, Chair  
Kathy Schwartz, Vice-Chair  
Steve Kramer, County Commissioner

STAFF: Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

Chair Hege opened the session at 1:00 p.m.

**Agenda Item – Request for Determination Resolution**

Administrative Services Director Matthew Klebes explained that this is part of the process to submit the recently approved Strategic Investment Program agreement to Business Oregon; their approval is required in order for the project to move forward under the Program.

**{{{Commissioner Kramer moved to approve Resolution 21-013 in the matter of a Strategic investment Program application. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

**Agenda Item – Community Outreach Support**

Ms. Clark showed a demonstration video for the Bang the Table product described in the Board Packet. Mr. Stone stated that he recommends engaging one or more of the companies. He commented that Bang the Table is project focused while Zen City is social media focused. One gets the project out there and solicits feedback. The other searches social media to capture spontaneous comments. Both platforms can be used for multiple projects. Costs will be between \$14,000 and \$25,000 for a one-year license. He said that he wanted to introduce the Board to the concept and learn their level of interest.

Vice-Chair Schwartz said that she has read through the materials and does not

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have a real feel for how it will work; however, she believes we need a robust communication mechanism for input and output – for this and other projects. She noted that using two will increase the cost.

Mr. Stone replied that the cost will somewhat depend on the options we select. They offer very different services and we could use it for the projects coming out of the SIP agreement and other County projects such as what is being done in Planning.

Vice-Chair Schwartz asked if it will take staff time. Mr. Stone stated that it will take some staff time to get it set up but the metrics are already built into the systems.

Vice-Chair Schwartz stated that she is in support as she believes it is important to have as much public engagement as possible. She said she was not aware of these tools and is grateful for the information. She added that she likes the two-pronged approach. She asked how this will work with the campaign being launched by Mid-Columbia Medical Center.

Mr. Stone responded that MCMC has engaged a professional firm and we can add some of the information to work on this jointly.

Vice-Chair Schwartz said that if MCMC is launching a campaign, we will gather feedback from their public relations which will impact our metrics. She said she is in support of accepting Mr. Stone's recommendations.

Chair Hege stated that he wants to get input; since this project is in tandem with the hospital, he would think they would participate in the costs. He commented that it will take a lot of work as you have to push the information out and then get people to engage. He stated that he suspects people may not engage at the level we would hope for. He added that he may not want to commit for a year and would prefer a trial period before making that commitment. He said that he is supportive but cautious.

Mr. Stone commented that as with everything, we will get out what we put in. He said he will talk to MCMC regarding the financial support but reminded the Board that this offers opportunities for other County initiatives.

Commissioner Kramer said that we have used Oregon Kitchen Table and it

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turned out to be a lot of work. As we move forward, he wants to know who on staff has the time to invest in this. We have a lot on our plate and he is concerned about overloading staff. He said that he is in support and agrees with Chair Hege that MCMC should share in the cost.

Mr. Stone agreed that our staffing landscape has changed; he would have had Office Manager Stephanie Krell work on this but she is helping with the MCCFL project. He said he will have to work on the staffing angle.

The Board asked to be kept up-to-date.

**Agenda Item – Executive Session**

At 1:15 p.m. Chair Hege opened an Executive Session pursuant to ORS 192.660(2)(h) to confer with legal counsel. He explained the process and directed media to not report on anything discussed in Executive Session except to state the subject as announced.

The Regular Session resumed at 2:10 p.m. and was adjourned.

**Summary of Actions**

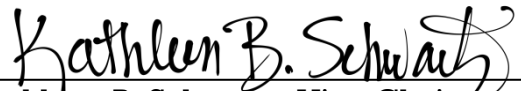
**MOTIONS**

- **To approve Resolution 21-013 in the matter of a Strategic investment Program application.**

Wasco County  
Board of Commissioners



\_\_\_\_\_  
Scott C. Hege, Commission Chair



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Kathleen B. Schwartz, Vice-Chair



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Steven D. Kramer, County Commissioner





## AGENDA ITEM

### Request for Determination

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[STAFF MEMO](#)

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[RESOLUTION 21-013](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT:** Request for Determination

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**TO:** BOARD OF COUNTY COMMISSIONERS

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**FROM:** KATHY CLARK

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**DATE:** NOVEMBER 4, 2021

### BACKGROUND INFORMATION:

Wasco County and the City of The Dalles have approved a Strategic Investment Program agreement with Google LLC, Design, LLC and Moraine Industries, LLC. The next step in this process is to submit to Business Oregon for a determination of eligibility. This resolution constitutes that request and will be sent to Business Oregon along with the agreement.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON IN AND FOR THE COUNTY OF WASCO

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IN THE MATTER OF A STRATEGIC INVESTMENT PROGRAM APPLICATION

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**RESOLUTION #21-013**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

WHEREAS, the Legislative Assembly has declared that a significant purpose of the Strategic Investment Program (the "SIP"), ORS 285C.600-285C.620 and ORS 307.123, is to promote industrial competitiveness and to improve employment in the areas where projects are to be located by encouraging businesses engaged in projects to hire local employees.

WHEREAS, the SIP encourages local governments to enter into agreements with key industries to attract and retain long term investment and employment; and

WHEREAS, Google LLC, a Delaware limited liability company, Design, LLC, a Delaware limited liability company, and Moraine Industries LLC, a Delaware limited liability company (Google, LLC, Design, LLC, and Moraine Industries LLC collectively referred to herein as the "Company") or an Affiliate of the Company proposes to build and operate data center projects within the County that will support the Company's data center operations (the "Projects"); and

WHEREAS, The City of The Dalles, a political subdivision of the State of Oregon and Wasco County, a political subdivision of the State of Oregon, and the Company have executed a mutually agreeable SIP agreement; and

WHEREAS, the Oregon Business Development Commission is charged by law with determining eligibility and confirming the description of the proposed project and the property constituting it for purposes of assessment and ad valorem taxation ("SIP exemption") as provided in ORS 307.123.

NOW, THEREFORE, IT IS HEREBY RESOLVED: The Wasco County Commissioners request that the Oregon Business Development Commission determine that the Projects shall be exempt from property taxation under ORS 307.123; and

IT IS HEREBY FURTHER RESOLVED: Wasco County shall assist the Company in submitting certified copies of this resolution and other evidence of Wasco County's fulfillment of the provisions under ORS 285C.609 to the Oregon Business Development Department.

Dated this 10<sup>TH</sup> day of November, 2021

WASCO COUNTY BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Kathy Clark, Executive Assistant

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Scott C. Hege, Chair

APPROVED AS TO FORM:

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Kathleen B. Schwartz, Vice-Chair

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Steven D. Kramer, County Commissioner



## **MOTION**

**SUBJECT:** Request for Determination

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I move to approve Resolution 21-013 in the matter of a Strategic investment Program application.



## AGENDA ITEM

### Community Outreach Support

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[STAFF MEMO](#)

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[ZEN CITY](#)

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[ENGAGEMENT HQ – BANG THE TABLE](#)

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[CITIZEN LAB](#)

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## MEMORANDUM

**SUBJECT: Outreach Support**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: KATHY CLARK

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DATE: NOVEMBER 4, 2021

### BACKGROUND INFORMATION:

At the November 3<sup>rd</sup> Board Meeting, MCMC unveiled the possibility of a bold plan to relocate the hospital to the Kramer Field location and build a new athletic complex at another location. Part of this initiative is to invest in community outreach to gather input from the public. Toward that end, staff has evaluated 3 companies specializing in community outreach. You will find information for all three in the packet.

Staff recommends a two-pronged approach using Zen City which focuses on gathering and analyzing information gathered on social media and Engagement HQ (Bang the Table) which offers a project focused platform engagint the pubic around a specific project.



## COMMUNITY OUTREACH ITEM

### Zen City

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[SAMPLE ANALYSIS](#)

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[STANDARD SERVICES AGREEMENT #1](#)

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[STANDARD SERVICES AGREEMENT #2](#)

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[SOLE SOURCE LETTER](#)

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[ZEN CITY WEBSITE](#)

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## Economic Development Year in Review: Residents are interested in a greater variety of businesses in the city, especially in southern neighborhoods 29 January - 27 January, 2020

local-economy new-businesses

### RESIDENT COMMENTS: POPULAR WORDS

trader start sonic  
warehouses  
stop kids hotels  
family restaurants

Over the past year, social media discourse related to [economic development](#) generated over 1,000 interactions in

While most of the interactions consisted of likes and shares, an analysis of the comments revealed two key trends:

1. Commenters called to bring **more businesses to the city and a greater variety of stores** (69 interactions). Many people complained that the city has too many fast-food chains and requested **more family-oriented businesses, especially restaurants and entertainment venues**. Notably, requests for more businesses were largely **focused on the city's southern neighborhoods**. View all comments [here](#).
2. Additionally, residents called to limit [warehouses and truck activity](#) in the city (25 interactions).

Another helpful way of understanding resident sentiment about the local economy is by assessing the level of engagement and enthusiasm when new businesses open in the area. This helps **provide insight into the type of businesses that residents prioritize**.

Over the past year, the [Legends Athletic Performance](#) grand opening and a new [Northgate Market](#) store generated the most interest and excitement (208 and 205







## Zencity Insight 02.11.21-02.17.21

interactions, respectively). In contrast, the new Dunkin' and Quick Quack locations did not generate much traction. **These indicate a higher interest in sports centers and grocery stores than in fast-food chains and auto shops.**

In summary, the analysis indicates that **residents prioritize the opening of family-oriented restaurants, entertainment and recreation venues, and grocery stores, especially in southern neighborhoods.** Warehouses, auto shops, and fast-food chains are not popular at this point.



Published by Meirav Katzav



1/28 08:00 am



1/28 04:00 pm





## ZENCITY ORDER FORM

Order form #: 00032678

Order form prepared for: County of Wasco County, OR

Order form expiration date: 11-18-2021

This Order Form ("Order Form") is entered into between the Zencity entity detailed below ("Zencity"), and the entity identified below ("Customer", and jointly with Zencity the "Parties"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "Term") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "T&Cs"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
Entity (legal) name:	Zencity Technologies US, Inc.
Full address:	1313 N Market St, Suite 5100 Wilmington, DE 19801
Contact:	Kim Ingino
Phone:	303-718-0686
Email:	kim@zencity.io

CUSTOMER	
Entity (legal) name:	Wasco County, OR
Full address:	511 Washington St. The Dalles, OR 97058
Contact:	Tyler Stone
Phone:	(541) 506-2552
Email:	tylers@co.wasco.or.us

RECURRING FEES					
SKU	Product Description	Unit Price	QTY (units)	Initial Term Discount	Net Price
ZC-CORE	Zencity core SaaS platform allowing state and local governments to better understand and engage with their residents, for counties with up to 25,000 residents, including: <ul style="list-style-type: none"><li>Full integration with all data sources provided by Zencity</li><li>User credentials for 6 users</li><li>6 annual Zencity Insight reports</li><li>Setup of unlimited Zencity Projects</li></ul>	\$18,000	1 year	\$4,000	\$14,000
ZC-Temp	Zencity Temperature Check surveys	\$7,000	3	100%	\$0
Total Gross List Price					\$25,000
Total Initial Term Discounts					\$11,000
Total Fees					\$14,000

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
<b>Effective Date:</b>	The date attached the Customer's signature below.
<b>Initial Term:</b>	12 months, commencing on the Effective Date.
<b>Fees:</b>	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
<b>Payment Terms:</b>	The Fees shall be payable on an annual basis within 30 days of the Effective Date and on each annual anniversary thereof.
<b>Customer Billing Contact:</b>	Name: Tyler Stone, Phone: (541) 506-2552, Email: <a href="mailto:tylers@co.wasco.or.us">tylers@co.wasco.or.us</a>
<b>Customer PO # (if applicable):</b>	

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ZENCITY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Zencity Terms and Conditions

#### 1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

#### 2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.
4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving

Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA AND MATERIALS LICENSE.**

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. **FEES.**

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable License Agreement. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. **TERM & TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.2. The Parties agree that at least 60 days prior to the lapse of the Initial Term or each Renewal Term, they shall negotiate a Renewal Term in good faith. The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal to the other party at least 90 days before the end of each applicable term.
- 7.3. Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.4. 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.

8. **WARRANTY AND DISCLAIMER**

- 8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
- 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right;

and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used.

- 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.
- 8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). 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 or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License 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. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. 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 New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.



## ZENCITY ORDER FORM

Order form #: 00032678

Order form prepared for: County of Wasco County, OR

Order form expiration date: 11-18-2021

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "**Term**") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
<b>Entity (legal) name:</b>	Zencity Technologies US, Inc.
<b>Full address:</b>	1313 N Market St, Suite 5100 Wilmington, DE 19801
<b>Contact:</b>	Kim Ingino
<b>Phone:</b>	303-718-0686
<b>Email:</b>	kim@zencity.io

CUSTOMER	
<b>Entity (legal) name:</b>	Wasco County, OR
<b>Full address:</b>	511 Washington St. The Dalles, OR 97058
<b>Contact:</b>	Tyler Stone
<b>Phone:</b>	(541) 506-2552
<b>Email:</b>	tylers@co.wasco.or.us

RECURRING FEES					
SKU	Product Description	Unit Price	QTY (units)	Initial Term Discount	Net Price
ZC-CORE	Zencity core SaaS platform allowing state and local governments to better understand and engage with their residents, for counties with up to 25,000 residents, including: <ul style="list-style-type: none"><li>Full integration with all data sources provided by Zencity</li><li>User credentials for 6 users</li><li>6 annual Zencity Insight reports</li><li>Setup of unlimited Zencity Projects</li></ul>	\$18,000	1 year	\$4,000	\$14,000
ZC-Temp	Zencity Temperature Check surveys	\$7,000	3	100%	\$0
Total Gross List Price					\$25,000
Total Initial Term Discounts					\$11,000
Total Fees					\$14,000

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
<b>Effective Date:</b>	The date attached the Customer's signature below.
<b>Initial Term:</b>	12 months, commencing on the Effective Date.
<b>Fees:</b>	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
<b>Payment Terms:</b>	The Fees shall be payable on an annual basis within 30 days of the Effective Date and on each annual anniversary thereof.
<b>Customer Billing Contact:</b>	Name: Tyler Stone, Phone: (541) 506-2552, Email: <a href="mailto:tylers@co.wasco.or.us">tylers@co.wasco.or.us</a>
<b>Customer PO # (if applicable):</b>	

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ZENCITY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix A

### Zencity Terms and Conditions

#### 1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

#### 2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.
4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving

Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA AND MATERIALS LICENSE.**

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. **FEES.**

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable License Agreement. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. **TERM & TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.2. The Parties agree that at least 60 days prior to the lapse of the Initial Term or each Renewal Term, they shall negotiate a Renewal Term in good faith. The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal to the other party at least 90 days before the end of each applicable term.
- 7.3. Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.4. 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.

8. **WARRANTY AND DISCLAIMER**

- 8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
- 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right;

and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used.

- 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.
- 8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). 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 or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License 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. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. 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 New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.

September 2021

## **Zencity Sole Source Document**

To Whom it May Concern:

Zencity is the innovator and sole-source provider of a groundbreaking, award-winning, advanced technology platform that drastically enhances the quality of decision-making by local government officials. Powered by artificial intelligence (AI), Zencity transforms data from the touchpoints residents have with and about their local government into actionable insights. Zencity is unique in that it is the only company to provide both data ingestion from a wide variety of sources AND community engagement tools in the same platform, leveraging the capabilities of each of these pillars to enhance the other. We currently service more than 200 local government customers throughout the United States and abroad. We would welcome the opportunity to discuss how Zencity can be of service to you.

### **What we provide**

The award-winning Zencity platform was independently developed by Zencity, and is designed **specifically for local governments**. By transforming otherwise unstructured data into valuable, quantitative metrics, Zencity's capability empowers municipalities to use advanced technology to support the launch of new initiatives, make citizen-backed decisions, and ensure the wide range of residents' voices are heard, particularly those who are less likely to participate in traditional public engagement channels. The service also enables local governments to be proactive instead of reactive to information that could negatively impact the government entity or cause misinformation to be circulated. An overview of our distinctive features is provided below. For a deeper dive into our technology, please see Appendix A.

- 1. Collection of Wide-Ranging Data Sources:** The Zencity platform integrates, processes, and extensively analyzes citizen-generated data from across both **external sources** such as city-owned and non-city owned social media channels and local media, as well as **internal data sources** such as records of calls to **311/211**, emails, council meeting minutes, and more. Further, Zencity's survey solutions infuse these data sources with an added layer of resident data, leading **Zencity to become unparalleled in its breadth of resident data analysis**.
- 2. "Always On" Survey Tools:** In addition to data ingestion, Zencity also provides the ability to survey richly representative samples of residents using a multitude of channels on an ongoing basis. While others may offer survey tools that allow a city to survey on a selected topic after-the-fact, Zencity's "always on" tool is truly unique in that it allows its users to be proactive, not reactive, by constantly surveying. Finally, **The value unlocked**

**by combining Zencity's data and algorithms together with its survey tools cannot be achieved by any other vendor in the market.**

- 3. Unique Asset - the Data Powering Our Models:** We have been collecting, analyzing, tagging and classifying tens of millions of resident online posts and comments, 311 service requests, and millions of news articles from dozens of cities in the United States. This domain-specific data- which has been widely demonstrated to significantly outperform their general-purpose counterparts in terms of overall classification accuracy- powers our machine learning algorithms and other language understanding mechanisms. **The result for users is higher accuracy in responding to resident sentiment, resulting in less time wasted and higher perceived responsiveness.**
- 4. Unique Integration Between Survey and Internal/External Data.** While Zencity competitors may offer tools for analyzing citizen generated data from either internal or external data sources, and may offer outreach engagement tools such as digitized surveys, Zencity's product offers a truly uniquely innovative integration of ongoing survey tools and government-tailored external and internal discourse analysis into one platform. The integration is not only seamless, but more robust than when patched together from multiple sources.
- 5. Classification Algorithm:** Based on our robust domain-specific data, Zencity utilizes its well trained classification algorithm (*in lieu* of keyword searches), to automatically classify all data coming in according to government-centric topics that reflect the organizational structure of a government entity. Our Natural Language Processing machine learning model is continuously trained on millions of data points to fine-tune this categorization process and weed out irrelevant data. The data is classified and sorted to identify key topics, trends, anomalies, and sentiment, all of which can be tailored to the specific needs of each department or agency, and are accessible through an easy-to-use online platform and mobile app.
- 6. Benchmarking:** Zencity also offers a first-of-its-kind benchmarking capability, which leverages resident-feedback data from our database of hundreds of communities across the United States and gives cities and counties the unprecedented ability to compare their residents' own sentiments with those of other communities, around the most pressing topics of the day (e.g., COVID-19 measures, census data collection, etc.). **It is not possible to secure contextual benchmarking (e.g., how does my city perform versus city X on this issue?) without Zencity, since Zencity is the exclusive provider of this data to its network of cities.**
- 7. Cutting-Edge Geolocation Technology:** Zencity's unique, patent-pending geolocation technology uses an algorithm to extract a defined location based on the mention of

specific words, *i.e.* the name of a park, school or other landmark. Using this technology, the user can visualize topics, content, and trends by neighborhood or area for localized problem solving and a more nuanced view of your residents' needs and preferences.

- 8. Project Creation:** Zencity's platform allows local governments to create projects to help users focus on an initiative, program, or event in their locale using a customized dashboard. Stakeholders can then track resident feedback in real time, and over time, to deeply understand the emerging needs, priorities and challenges of their residents.
- 9. Automatic Alerts for Crisis Management:** Zencity also provides automatic alerts for crisis management, growing trends, and notable anomalies so you can stay ahead of the curve.
- 10. Insights & Reports:** Zencity's Insights & Reports functionality is embedded within the core product offering. The ability to produce tailored documentation on a theme or a specified trending topic or project is unique to Zencity.
- 11. Sentiment Analysis by Topic:** Our algorithms automatically classify data by relevance to the different departments and agencies of local government, and then run a sentiment analysis to determine if the data reflects positive, negative, or neutral feedback on each topic of interest.
- 12. Analyst Services:** Zencity's powerful AI is supplemented by a strong and robust team of industry-expert analysts providing additional layers of actionable analysis and output so that our state and local government customers can receive timely and accurate in-depth deep-dives into topics of priority and flag particularly noteworthy insights to the customers' immediate attention. Our team is industry leading, and owns unparalleled expertise in this field, having created over 2,000 such reports to over 200 state and local government agencies in 2020 alone.
- 13. Privacy + Security:** As a platform tailored for government, there is a high emphasis on resident privacy, and data involving resident identities is never kept or shared. Zencity only collects public and open data, or proprietary, local government-owned data. The platform anonymizes the names or identities of an individual source - even when a name is tagged by a user in the post, as well as other types of personal information such as e-mail addresses and phone numbers. In cases where local government data (such as 311/211) is incorporated, it is anonymized. Finally, all of the data is stored on Azure Microsoft Cloud - central East US node and is protected by Microsoft's cloud security technologies, in addition to Zencity's own safeguards.

Using these capabilities, Zencity is reinventing the way cities are making decisions. Zencity's

solution is cutting edge, comprehensive, and far reaching, and no other vendor can meet all of these capabilities in one platform. For case studies of how our platform has been used and acclaimed by other local governments, please see Appendix B.

### **Why we are unique**

Zencity is the only tool of its kind built and tailored ***specifically for state and local government***, and no other platform provides Zencity's breadth of data sources (the majority of which are non-official, requiring little to no customization) and capabilities, effectively negating the need for other tools that provide only partial value. Specific features that distinguish Zencity's technology from social media monitoring companies and survey companies include our integration of data ingestion and survey capability, our benchmarking services, the volume of historical data that empowers our AI and trains our machines, as well as our geolocation technology, proprietary algorithms, and advanced collection technology and accuracy. Moreover, Zencity's AI models are trained and tailored to process data **in the government context**, and the suite of extra capabilities we offer provide a more comprehensive, streamlined, and robust choice for state and local government agencies looking to apply monitoring, analysis and surveying and understanding of community opinions, as well as channels to launch and monitor initiatives. Zencity's AI is unique in its application as it does not rely on keywords to provide valuable insights. At a minimum, any government entity would have to contract separately for government-tailored social media monitoring and community engagement services to even hope to achieve what it can accomplish through Zencity's single, fully integrated platform.

The company is currently in the process of registering two patents for the following innovative technologies: (1) Geolocation Based Analysis of Social Media; and (2) Sentiment Analysis Based On Crowd Monitoring Sensors. Further details on each patent application may be provided upon request.

### **Corporate awards and recognition**

Zencity has been recognized for our cutting-edge AI technology and for the impact of our work. In 2020, Zencity won the Smart City Expo World Congress (SCEWC) Award (<https://www.smartcityexpo.com/2020-awards/>), in the Governance & Economy category. This is one of the most prestigious international smart city awards. Zencity was recognized as "the most innovative and successful project being implemented and developed in the fields of governance and finance" globally.

In 2020, we were shortlisted twice: in Tracxn's Emerging Startup 2020 list (<https://tracxn.com/d/emerging-startups/smart-cities-startups-2020>), and by The Future Society as one of the most promising initiatives related to responsible AI in pandemic response (<http://thefuturesociety.org/wp-content/uploads/2020/12/Responsible-AI-in-Pandemic-Response.pdf>).

Most recently, we were included for the second year in a row in the GovTech 100 Essential list (<https://www.govtech.com/biz/Essential-The-2021-GovTech-100.html>; <https://www.govtech.com/The-2020-GovTech-100-Investors-Bet-Big-on-Gov-Tech.html>).

Zencity is also the past winner of Innovate.AI (<https://www.prnewswire.com/news-releases/m12-and-vc-partners-award-3-5-million-to-most-innovative-companies-harnessing-the-power-of-artificial-intelligence-300639653.html>), hosted by M12 (Microsoft's Venture Fund), Madrona Venture Group, Notion and Vertex Ventures Israel. As the winner of the Innovate.AI competition, Zencity was selected from hundreds of Israeli startups working to transform the future through AI as one the most promising and innovative artificial intelligence and machine learning technology solutions in the world.

In addition to being awarded directly, we have also received a number of accolades for our joint work on specific projects with local government entities. Our projects have jointly received - along with city partners - Smart50 Awards (<https://spring.smartcitiesconnect.org/Smart50Awards/2020AwardRecipients.html>) for the past three consecutive years as "the most innovative and influential smart city projects" of the year.

### **Our company background**

Zencity is incorporated and based in Delaware, with its central operations being run out of its parent company, Zencity Technologies Ltd., incorporated and duly standing under the laws of the State of Israel.

Supported by leading investors such as Microsoft and Salesforce, Zencity supports more than 200 cities and counties of all sizes across four countries and 28 States in the United States— including major cities like Los Angeles, Houston and Chicago, mid-size communities like Fort Lauderdale, FL, and Dayton, OH, and even small communities like State College, PA. References are available upon request. In the meantime, please see our customer testimonials in Appendix C, all of which may also be accessed on our website at <https://zencity.io/customers/>.

As mentioned above, we would welcome the opportunity to meet with you to discuss how Zencity can be of service to your municipality.

Please do not hesitate to reach out if you have any questions or would like additional information.

Sincerely yours,



Eyal Feder, CEO  
Zencity

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## APPENDIX A

### Technology Deep Dive:

The Zencity platform looks at massive amounts of anonymized, aggregated feedback on municipal issues and trends from varied public sources like social media, digital news sources, broadcast media and government customer service channels. The technology then analyzes these unstructured data points using proprietary AI and NLP algorithms to make them structured and actionable for city managers, department leaders and relevant stakeholders. The data is classified by relevance to various government departments and grouped according to positive, neutral, and negative tone after an in-depth sentiment analysis. Local governments can access this data in real-time via a personalized dashboard, to determine what actions need to be taken. Mobile-first alerting systems provide relevant alerts to each stakeholder enabling them to act efficiently. This is all made possible via Zencity's robust AI algorithms developed specifically for local governments.

Zencity's world class, award-winning data collection and analysis technology, powered by cutting edge AI, is:

1. **A topic classifier** which identifies citizen conversation topics across 90+ different types of citizen life topics (e.g. public spaces, personal safety, sidewalk maintenance, education, public / private transportation, etc.), and filters out irrelevant results as well (ads, spam, irrelevant requests). In addition to textual features (the conversation itself) the classifier also leverages the context of the conversation, source of information, and additional details (time of day, geography when available, for example). The topic classifier is based on our own Deep Learning architecture trained on a proprietary dataset collected from hundreds of cities.
2. **A sentiment analysis tool** based on a specifically trained Machine Learning model, allows us to discern positive, negative or neutral citizen conversations and requests around city issues. We use a deep learning neural network and a unique dataset created for this purpose, and a unique procedure for tagging information to improve results. We have been very successful in this approach, and are seeing accuracy of over 90% across all clients.
3. **A novel survey bias reduction engine** that dynamically adjusts survey research respondent samples to match actual incidence rate in the population, ensuring that populations recruited to take surveys in any geographic area are balanced by race, age, sex and other important criteria. The result is incredibly high fidelity survey results representing the full diversity of the target population, without the inefficiency, slow speed and extraordinarily high cost of traditional survey methods.

4. **A name-entity recognizer** trained to identify locations and personas/organizations in conversations, which helps us provide geographic context to conversations happening in local government, or identify relevant entities to understand the purpose of the conversation. We have wrapped the Stanford NER implementation and augmented that with clients' data about streets and landmarks in their municipality, and our understanding of data sources in a learning and rule based system (e.g. conversations for a neighborhood-specific citizen group are likely to be in the context of the neighborhood). We can provide geographic context for ~30% of location-less data, much more than can be achieved using native approaches.
5. **An anomaly detection engine** which can produce alerts when abnormal phenomena appear in citizen conversations (e.g. there's a peak of negative conversations around a topic). We've implemented a linear convolution network with a moving average to detect anomalies. We are factoring in past "time windows" to reduce seasonality effects (e.g. if a topic is trending every Friday, it isn't really an anomaly).
6. A unique clustering algorithm which allows us, based on both context and our analysis to group together similar conversations and allow our users to process larger amounts of information more effectively and go beyond a single conversation when analyzing trends.

## **APPENDIX B**

### **Specific case studies**

Roughly 200 local governments of all sizes throughout the United States and abroad currently use Zencity's insights to understand their residents' real needs and priorities, eliminating the guesswork from policymaking and initiatives. Here are 10 examples of real-world case studies from Zencity's existing clients, all of which can be accessed at <https://zencity.io/case-studies/>:

1. **Spokane, WA** used Zencity to work with the Governor's Office and Reopen during COVID-19.
2. **Bolingbrook, IL** used Zencity to track and increase mask wearing compliance.
3. **Scottsdale, AZ** increased resident support for a vital bond package by listening to its greater community.
4. **Austin, TX** assessed and acted on homelessness concerns during COVID-19.
5. **Savanna, GA** used Zencity to develop a messaging strategy for hurricanes to ensure vital safety information was presented effectively and correctly.
6. **Aurora, IL** leveraged data analytics to help manage a mass shooting.
7. **Apache Junction, AZ** used Zencity data to assuage resident concerns after a \$245 Million State Land Sale.
8. **Houston, TX** used Zencity to track citizen discourse around traffic congestion and implemented a unique initiative to combat the issue.
9. **Winthrop, MA** initiated a vital infrastructure project while protecting public health during COVID-19.
10. **Cary, NC** used Zencity to make data-backed policy recommendations about e-scooters to the town council.

## APPENDIX C

### **Customer feedback and testimonials**

Zencity serves local governments of all sizes. Our reviews have included positive feedback from mayors, city managers and assistant city managers, CIOs and CTOs, and communications teams. These reviews cover how customers use our product: to understand resident feedback around specific topics; for work with city council; as part of an organization's daily workflow; and in the context of crisis management. Reviews also discuss the value our product brings to its users. Some of the sentiments we have heard expressed repeatedly are that Zencity serves as a capacity-building tool; that Zencity has been invaluable in understanding the silent majority of a community's residents; and that Zencity's data and insights have enabled local government leaders to truly adopt data-driven decision making as part of their city's strategy. Oftentimes, reviews also mention that, without Zencity, city leaders would have missed out on an important issue that their residents were concerned with, and that the city did not otherwise know about.

Below are examples of specific customer testimonials, all of which can be found at <https://zencity.io/customers/>:

1. **Austin, TX.** "Being able to pinpoint exactly what is driving community conversations in a matter of minutes is invaluable. Zencity is a powerful tool which helps us see where our messages are resonating and where we need to course correct in almost real-time."
2. **Aurora, IL.** "Since the shooting in Aurora, Zencity has become part of our tapestry. It's a very powerful tool in the decision-making process because it helps the Mayor laser focus in on the concerns of the community and it helps us keep the pulse of the community."
3. **Sarasota County, FL County.** "One of the first things I do every morning is scroll through the Zencity feed and determine whether there is anything crucial that my team and I need to tackle. As a relatively new county manager, it's a lifesaving tool for me and an excellent data source."
4. **Savannah, GA.** "We utilize Zencity to understand at a glance community sentiment across a variety of media outlets and digital channels. Before Zencity it was hard to obtain this valuable data. Thanks to Zencity we are able to see how our emergency information is dispersed and the community's reaction in real-time. This has been a game-changer for us when managing severe weather scenarios and other challenges."
5. **Town of Cary, NC.** "Zencity was a powerful tool for helping us make data-driven recommendations to Town Council, and also imperative in helping Council Members feel confident about their decision."
6. **McAllen, TX.** "Zencity's AI capabilities helped us quickly identify resident confusion at such a sensitive time as the Coronavirus outbreak. The platform detects important

discourse across multiple channels, allowing us to directly address residents' questions and concerns and ensure their safety.”

7. **Corona, CA.** “Thanks to Zencity, we were able to take something that was very negative in the city and turn it into something positive. Zencity helped us transform an unfortunate incident into an opportunity to communicate with our residents about the right way to do things and how we, the City, can help.”
8. **Beaverton, OR.** “Beaverton’s staff is small and nimble. Zencity saves us time and money, particularly when it comes to pulling reports. Thanks to Zencity, we’re able to quickly and easily gather data on topics that would have normally taken extensive staff time. Zencity is therefore an excellent capacity-building tool for us, and a resource-saver.”
9. **Meridian, CT.** “We use the discourse timeline and event markers from Zencity’s dashboard to ensure the effectiveness of our resident-facing communications. Zencity is literally the only way I can get a true big picture view of all discourse taking place, both on our city-owned channels and those that are not run by the city. The ability to parse through the chatter from one place is invaluable.”
10. **Scottsdale, AZ.** “Zencity was very useful in identifying our blind spots when it came to residents' questions and concerns about the GO bond - I can't imagine we would have been aware of them otherwise.”



## COMMUNITY OUTREACH ITEM

Engagement HQ – Bang the Table

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[BUSINESS CASE](#)

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[USING A DIGITAL FIRST APPROACH](#)

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[COMMUNITY ENGAGEMENT CHECKLIST AND DISCUSSION GUIDE](#)

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[50 WAYS TO PROMOTE YOUR ENGAGEMENT PROJECT](#)

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[PROPOSAL FOR WASCO COUNTY](#)

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[BANG THE TABLE DEMO](#)

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# Assessing the Value of Digital Community Engagement

Efficiency, Risk, Cost and Trust

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Brandon Savoy, MBA

Matthew Crozier, Bang the Table CEO





## Assessing the Value of Digital Community Engagement: Efficiency, Risk, Cost and Trust

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[bangthetable.com](http://bangthetable.com)

Bang the Table is a digital community engagement company with a strong social mission. Our purpose is to involve citizens around the world in the conversations that affect their lives and advocate public participation as vital for any well-functioning democracy.



# Foreword

Community engagement is an essential part of any well-functioning governing body. It increases the transparency of government actions to improve community perceptions and builds trust with stakeholders. It allows ideas for community improvements to come from those that know the community best — its residents. It enables decisions made at the top to be more robust and reflective of stakeholder desires. It prevents wasted time and energy on unwanted or problematic initiatives.

Ultimately, community engagement enables democracy to function properly.

Unfortunately, not all organizations see the value in community engagement, focusing solely on the cost or potential work required to carry out good engagement practices. While statutory requirements often mandate a certain amount of public input for local governance, some organizations look to just check that box, fulfilling requirements with a single town hall meeting or post for public comment. This type of engagement typically brings the same few voices to the table, satisfying mandates but not meaningfully engaging with the community on real issues.

Digital engagement opens the door to a new approach, bringing a more diverse representation of voices to your consultation. Digital community engagement allows stakeholders to provide their input asynchronously at their own convenience. It allows for far more reach compared to purely face-to-face efforts. With more community members engaged, expensive project pushbacks are minimized and better ideas are found through collaboration. Community engagement becomes more efficient when digital and traditional engagement strategies are utilized together.

Online engagement brings more people to the table, for a fraction of the cost per engaged individual.

In this e-book, we will walk through how digital engagement adoption presents efficiencies and mitigates risks associated with everyday government duties, creating a substantial return on investment.

Each section aims to identify the potential value of community engagement for both your community and organization.

**1: How Digital Engagement Better Serves Your Community**

**2: How Participation Has Changed Through Digital Engagement**

**3: How a Dedicated Engagement Platform Helps Mitigate Risk**

**4: How Digital Engagement Impacts Your Bottom Line**

**5: How Your Organization Benefits from Digital Engagement**

# How Digital Engagement Helps to Better Serve Your Community



## Improve individual wellbeing through civic participation

Civic participation leads to better governance. Community participation is increasingly recognized as an essential ingredient in addressing collective objectives and finding solutions to the complex issues that matter. Digital engagement enables community stakeholders to better advocate for themselves, leading to improved individual well-being. Additionally, when communities work together to define a path forward, local economies benefit. According to the American Planning Association, **75% of Americans believe** local planning engagement is crucial to improving local economies and supporting job growth through future development.

## Enhance social capital and community connection

Through online community engagement, conversations can happen between community members who otherwise would never have a chance to connect. Communities are diverse. The reach of digital engagement allows those diverse individuals to understand each other — and create innovative solutions together. Social capital expands as more community members engage with each other.

## Increase trust in governing bodies

According to the **2020 Edelman Trust Barometer** report, a growing sense of inequity is undermining trust globally. Trust can be built between the community and local officials through consistent communications and public consultations. Community stakeholders can see the benefits of their input when municipalities make the changes that residents ask for. “Closing the loop” and demonstrating the impacts of community contribution will encourage even more feedback in the future — and build more trusting relationships. According to a **Local Government Association poll out of the United Kingdom**, trust in local councils increased 10% just three months into the COVID-19 pandemic. This is thought to be due to effective communication and listening to stakeholder concerns.



# Work towards community consensus

While in-person consultations are invaluable to the engagement process, they are limiting because of time and transportation constraints. With online engagement, individuals across the community can control how long, when, and how they provide their own feedback. When contributing to a consultation, residents can see suggestions from others in the community and build off of those ideas. Meaningful community consensus is accomplished when differing ideas are considered.

## Case Study | Kamloops

The City of Kamloops, a community of under 100,000 people, has always valued community engagement. In the first half of 2018, the City of Kamloops held over fifty town halls, in the evenings and on the weekends, to maximize attendance. However, the same few residents were attending the meetings, resulting in limited knowledge of public opinion. Through a six-month trial of **EngagementHQ**, Kamloops expanded their reach — and received more community feedback than ever before. After a successful trial, they have continued to find success through EngagementHQ by integrating their site into every piece of communication, providing informative resources, and gaining internal buy-in.

“Bang the Table has given us the ability to respond to new engagement needs within minutes and we will continue using online and in-person engagement for years to come.”

Wendy Heshka, City of Kamloops Communications Manager

In the First 6 months, Let’s Talk Kamloops saw:

21,000 Visits

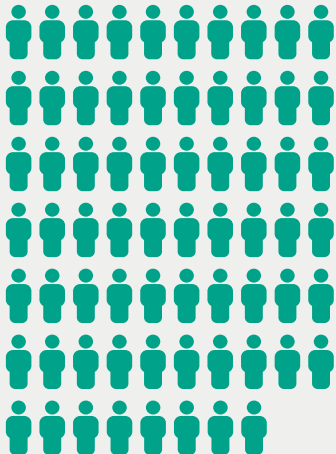


=100 Visits



=100 Participants

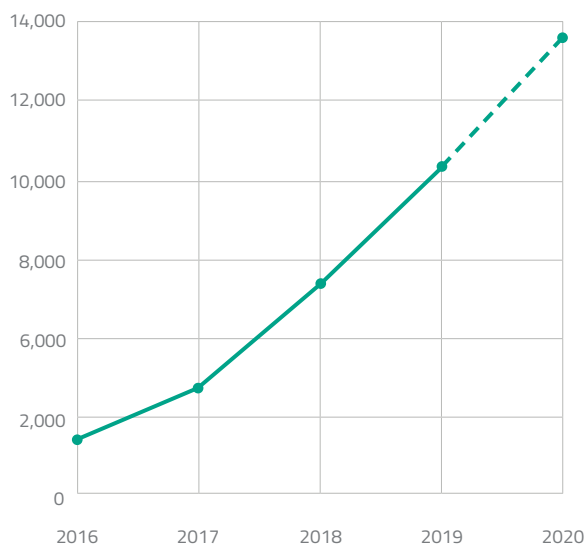
6,800 Participants





# How Participation Has Changed Through Digital Engagement

Online Projects  
Published on EngagementHQ



In the past decade, local governments have rapidly embraced online engagement across the world. This is reflected in our own findings. From 2016 to 2019, projects launched annually on EngagementHQ's platform have increased from 3,613 to 10,202 projects by the end of 2019, and that number is on track to increase even more in 2020.

## Reduce cost per engaged individual

Digital engagement saves time and resources compared to in-person meetings because an online community platform allows for more participants and feedback, for a fraction of the cost. As you bring more consultations online, you build a database of participants that can be re-engaged on future projects. Each consecutive engagement requires less marketing and outreach to build a network of participants willing to engage.

Overall community engagement costs per participant decrease when in-person efforts are used in combination with digital engagement. Meaningful deliberation and engagement happen when the two are used in tandem with each other, when ideas generated online can be referenced and built upon in-person, and vice versa.

## Increase overall participation

If the same amount of time and resources are allocated towards online vs. in-person public consultation, online efforts will earn an organization more participants and feedback than in-person efforts, usually by many more participants. According to Pew Research, in 2008, only 24% of Americans attended at least one town, local, or school meeting in the past year. An online engagement platform can reach thousands more community stakeholders eager to have their say. Our clients often see upward of a 1000% increase in participation through digital-first engagement efforts.

Our clients often see upward of a 1000% increase in participation through digital-first engagement efforts.



## Capture deeper feedback in less time

Planning projects, master plans, parks and recreation improvements all usually require public meetings and a certain amount of resources to ensure that community members have a chance to be heard. The process can take months and is extremely costly. Online engagement provides a way to cut down that timeline. Instead of solely relying on expensive bi-weekly meetings where the same few participants voice their opinions, online consultations can provide the necessary community input in a fraction of the time for projects. The time and resource savings from supplementing traditional engagement methods with online engagement allows for more cost-effective project budgets.

## Improve transparency in Governance

Transparency is invaluable for local governments. It keeps officials accountable and wards off corruption. It encourages projects to stay on time and within budget, because the public knows the amount of planned costs and time allocated from the start. Resources and time are used more efficiently within government bodies when they have to answer to their stakeholders. Online engagement allows organizations to establish more transparency quickly. According to the Institute for Local Government, transparency and accountability are essential in well-functioning organizations.

## Case Study | Coventry

**"The feedback we have received from the public is fantastic. People are reading our strategies that we put up ... And they are reading them line by line. They are giving us intelligent, well-considered feedback."**

James Sampson-Foster, Analyst, Engagement Insight Team, Coventry City Council

Coventry City Council had been using various online survey options, along with social media, to engage with residents. However, surveys didn't provide context or facilitate discussions. Council wanted a one-stop communication hub where valuable dialogue could occur and Coventry could show residents how their feedback was implemented into various initiatives. Let's Talk Coventry was the solution.

EngagementHQ provided a dedicated hub for communications and feedback where more residents could have a voice. Coventry quickly found that an online space dedicated to community engagement not only facilitated easier communication, it encouraged higher quality dialogue.

**"We have built up a wonderful Q&A where the general public have been asking us tough and searching questions, as well they should. What we have been able to do with that is demonstrate good faith and a willingness to do what we can by answering them in a public way and that is one of the best things I love about the Q&A tool."**

Sampson-Foster

# How a Dedicated Engagement Platform Helps Mitigate Risk

## Reduce costly misinformation from spreading

While global political trends can lead to uncertainty and polarization and federal government trust is fading, local governments tend to still be widely trusted among the masses. Local governments have the power to grab the attention of their communities and provide them with important information that could save massive amounts of resources. Whether it's a crisis where misinformation is rampant or pushback for a project that pops up due to fake news on social media, providing a single source of truth through online engagement saves time and money.

## Ensure equal representation of your entire community

While in-person meetings are an integral part of community engagement, they can also be limiting. A very finite number of individuals can usually attend town hall meetings, especially due to COVID-19. Many community stakeholders have major time constraints and have work shifts during the evenings and weekends. There is privilege in being able to attend town hall meetings. As a result, the same few people who consistently attend meetings have their voices heard disproportionately compared to most others in a community. Digital engagement empowers voices of those who are unable to attend in-person events.

## Curb over-reliance on social media

Social media is a powerful tool for promotional and information sharing purposes, but it can be a double-edged sword. These sites tend to be rampant with misinformation that can be harmful to communities. These falsehoods tend to be targeted to those most susceptible to them. Additionally, social media companies profit from selling and owning user data for ads and campaigns. As a result, communities do not trust social media platforms. Residents shouldn't be forced to sacrifice their privacy in order to participate in the democratic process.

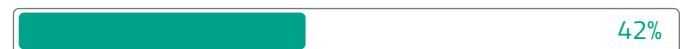
72% of Americans have a **great deal or fair amount of confidence** in their local governments.



39% of people in England **believe local authorities should have more power**.



42% of Australians **trust their local council**, the highest level of trust seen in three years.



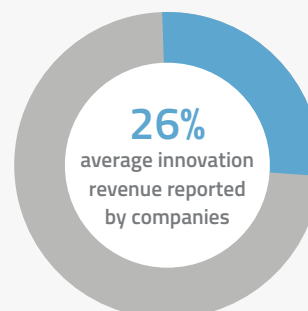
61% of Canadians feel that **municipalities understand their problems better** than the federal government.



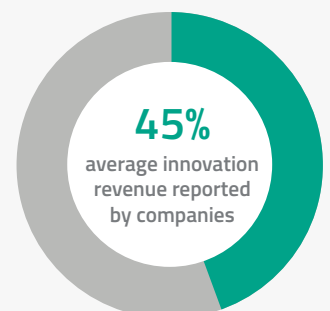
### Why inclusive engagement matters

Inclusive engagement means that better ideas will be generated. According to the World Economic Forum, there is a **clear link** between innovation and the amount of diversity. The ideas and creativity sourced from different groups of people collaborating to provide community feedback could lead to cost-saving and innovative ideas that would be impossible without including more people in the democratic process through online engagement. Innovation and diversity can help local communities find new ways to provide services and create more cost-effective projects.

Companies with **below-average** diversity scores



Companies with **above-average** diversity scores



Boston Consulting group, diversity and innovation survey, 2017 (n=1,681).

## Diminish bias inherent to in-person engagement

Community engagement topics can be complex and controversial. Due to the nature of local government, decision-makers and leaders tend to be those with formal education and degrees. Because of this, in-person meetings can sometimes be biased. Those leaders can have an unconscious bias giving greater weight to feedback from those who are formally educated, strong public speakers, or those with similar backgrounds. Online engagement comes closer to eliminating those biases, so feedback is weighed based on substance rather than the source of the information.

### Case Study | Wingecarribee

"We chose EngagementHQ because it was the only tool of its kind, and was developed in Australia by people who understood the local government context. It was a brave decision at the time, and it paid off."

Charmaine Cooper, Community Engagement Coordinator

In a Community of 48,000 Your Say Wingecarribee has seen:



**125**  
Projects



**238,000**  
Visits



**2,000**  
Registered Users

In Wingecarribee, in 2009, the local government was creating a master plan for the community. Knowing that many of their residents were time poor, they took a leap of faith and moved beyond engaging only through face-to-face meetings. The result: a decade of digital engagement and vast amounts of community feedback received online.

They earned this level of engagement success by:

- **Engaging often.** Officials built trust by engaging constantly, driving traffic to the platform and closing the loop by showing the direct results of the feedback.
- **Not Expecting Anything.** When engaging with the community consistently, officials were constantly surprised by what projects drew criticism or praise. They made sure to engage as much as they could, to minimize the risk of pushback.
- **Using a Variety of Tools.** Different online tools, such as interactive maps and idea boards, allowed for consultations to be more effective and inform community stakeholders.



# How Digital Engagement Impacts Your Bottom Line

## Minimize costly public pushback

Trust is not built between a community and its leaders just for the sake of building relationships. Trust is built to minimize pushback on necessary, controversial decisions or projects. Trust and relationships are also built so when officials need to rely on their community, the community is willing to do what is asked of them. In the long run, having a foundation of trust with the community lessens risk and saves time and resources.

In construction projects and capital infrastructure improvements, more time spent on a project equates to more money being spent on that project. Once a project is underway, if there weren't enough community members consulted, or there isn't enough trust built between stakeholders and leaders in the community, the project could be delayed due to public disapproval.

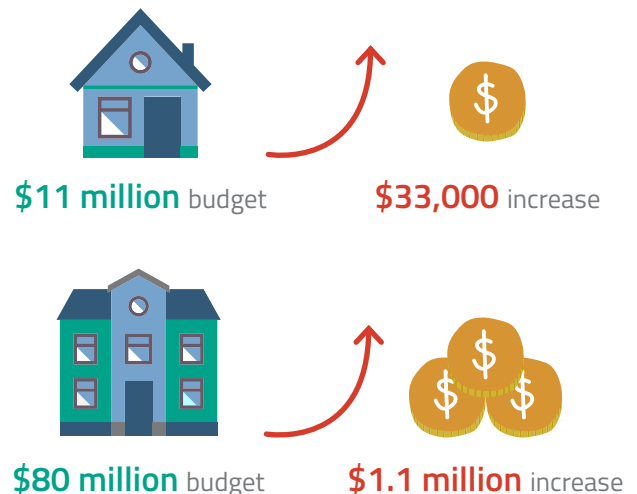
Building trust and engaging early and often with a larger number of community stakeholders mitigates risk, saving time and money for a local organization in the long-run.

## Prevent project delays and lost funds as a result

From 2005 to 2015, **Forbes** reported that community opposition in the United States led to \$1 trillion in lost funds. In New York, Amazon had to back out of a new headquarters plan that cost \$25 billion in lost potential tax revenue for the city. In Toronto, Sidewalk Labs had to **scrap a masterplan** for a riverfront renovation because of community activism regarding data protection, resulting in two years of work and negotiations to be in vain. In all of these examples, proper civic engagement of the project may have saved the community and businesses billions of dollars. Community stakeholders will voice their concerns either way about large projects and plans — it's important to engage from the start.

Delay costs are extremely expensive. According to Christoph Berendes, Senior Consultant at Public Engagement Associates and Editor in Chief at Facilitation Analytics, one month of delay could cause an **increase in expenses of 0.29% to 1.29%** to an overall project budget.

### Project Cost with **One Month** of Delays



# Increase participation at a fraction of the cost

In large planning projects, such as master plans, community engagement is a necessary but costly part of creating an effective strategy. The more feedback, the easier it is to create a plan that reflects the goals of the community while also reducing potential pushback or future expensive changes during implementation.

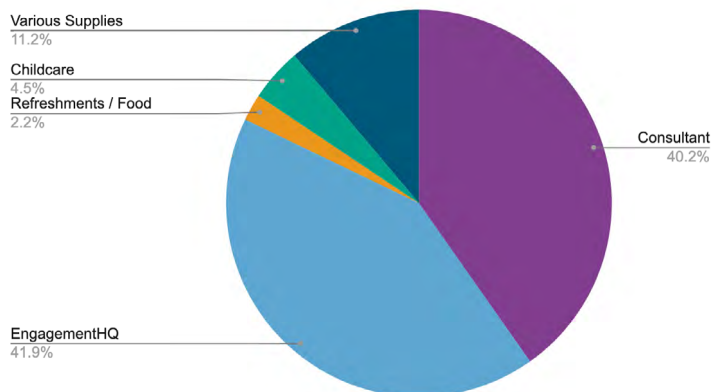
While a digital engagement platform does present a cost, it drastically decreases the cost per participant in the engagement process. The example below outlines the estimated costs and participation of in-person engagement only versus using a digital-first approach. The estimates assume a 1000% increase in participants when online engagement is utilized (which tends to be a conservative estimate). It also assumes that only four large-scale, in-person meetings are held, which can vary based on the duration and size of the project.

The cost per participant in the community engagement process **decreases by 85%** in the example below. Many communities that implement digital engagement into their projects see much larger decreases in costs.



## Engagement Costs for a Large Planning Project

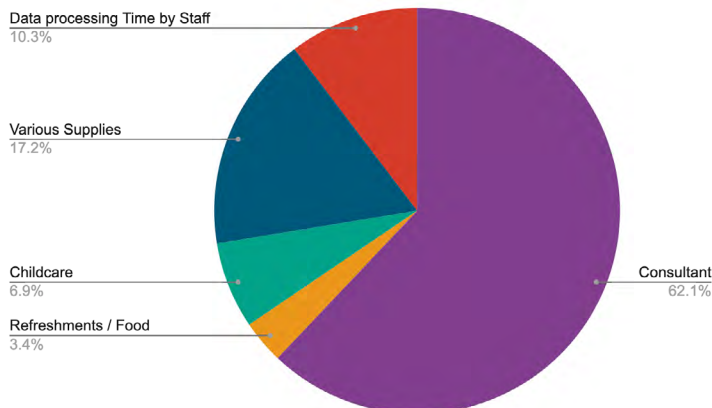
### In-Person & Online



### Estimated<sup>1</sup> Costs assuming 4 large meetings

Consultant	\$7,200
EngagementHQ	\$7,500
Refreshments / Food	\$400
Childcare	\$800
Various Supplies	\$2,000
<b>Total</b>	<b>\$17,900</b>
<b>Participants<sup>2</sup></b>	<b>2000</b>
<b>Cost Per Participant</b>	<b>\$8.95</b>

### In-Person Only



### Estimated Costs assuming 4 large meetings

Consultant	\$7,200
Refreshments / Food	\$400
Childcare	\$800
Various Supplies	\$2,000
Data Processing	\$1,200
<b>Total</b>	<b>\$11,600</b>
<b>Participants<sup>2</sup></b>	<b>200</b>
<b>Cost Per Participant</b>	<b>\$58</b>

1. Numbers are estimated based on a population of 150,000  
2. Participant numbers estimated based on industry standards

# Improve organizational outcomes with a commitment to engagement

According to a study performed by Dr. Krithika Randhawa at UTS Business School in Australia, local governments that had a strong commitment to engagement and crowdsourcing ideas from the community had better outcomes compared to those that didn't. Some councils had invested in an engagement platform, but top leadership did not commit time or resources to using it, and some even saw the platform as a symbolic gesture for residents. As a result, those councils had worse outcomes than those that focused on internal buy-in of the platform across the organization. Not only did councils with a strong commitment to utilizing their engagement platform see high quality feedback from their community, they also implemented the feedback more effectively.

## Case Study | Parker

Within the first six months of using EngagementHQ,  
close to 20% of the Parker population visited Let's Talk Parker!

### Local Residents Weighed In On:



11

Projects



1082

Surveys



320

Quick Polls

### The Community Has:



68

Big ideas for the  
town's future



1082

Responses on growth  
& investment



459

Virtual map  
pins dropped

### How did Parker reach this level of success?

- Asking engaging questions provoked valuable community input from a broader range of voices.
- Driving traffic and engagement by marketing their site to residents.
- Not shying away from controversial topics.
- Emphasizing internal buy-in by creating an Engagement Committee with representatives across departments.
- Closing the loop with residents by sharing engagement results which helped build more trusting relationships between community and government.

**"EngagementHQ has been a hit in our community, helping to turn innovative ideas into reality!"**

Dannette Robberson, Town of Parker, Colorado

# How Your Organization Benefits from Digital Engagement

## Gaining Internal Adoption

You've identified community engagement as a priority, but not everyone in your organization sees the value. How do you gain the necessary buy-in from internal stakeholders to make your engagement program successful?

Often, the implementation of new technology or processes is met with unease as some employees will struggle to embrace change. The key to internal success comes with the development of a strategic framework, demonstrating the value of engagement and how it aligns with organizational objectives.

Get your team excited about digital engagement by embracing these strategies:

1. Consider these 5 components of a successful engagement framework before you begin creating projects.
2. Guide department heads on projects that need public input and support them as they train their individual teams for execution.
3. Appoint representatives from every department in the organization to prioritize community engagement.
4. Create a 'Culture that Tries' by recognizing meaningful impact to motivate organization-wide adoption for better outcomes.
5. Embed community engagement into your internal decision-making. Learn strategic approaches from Rotorua Lakes Council.

## Increase team capacity

Digital-first engagement doesn't mean that town hall meetings shouldn't be pursued, but rather, recognizing that both complement each other. Online consultations allow for greater reach within a community, gaining deeper community understanding for a fraction of the cost compared to in-person meeting expenses. It enables disenfranchised community members to give their suggestions in safe, moderated space, 24/7. Digital engagement platforms are more efficient and save time for officials that need to make informed decisions based on community data. Software inherently brings efficiencies to your team, helping reduce time spent on collecting feedback as well as responding to and reporting on that feedback. When backed by a powerful engagement platform, your team has more time to focus on the projects that have real impact for your community.

## Make community-informed decisions

An engagement platform should not only provide ways to gather feedback from the community, it should also enable easy data analysis and management of that feedback. Platforms should have innovative data tools such as sentiment analysis and advanced analytics to help you make sense of the feedback you receive, at scale. Sentiment analysis sorts through comments and qualitative feedback and converts hours of work into easy-to-understand quantitative data. Moreover, a platform should help you build and manage your community database, providing time savings and efficiencies when reaching out to the community. This makes closing the loop after a project complete an easy part of the process that makes the community feel heard and valued as a partner in your decision making process.





## Learn and implement good community engagement practices

When purchasing an engagement platform, there can be some hesitation about implementation and using the platform optimally. Any investment in digital engagement should include not only software, but access to support and expertise that allows organizations to utilize the platform effectively from the start. The best providers are focused on helping organizations develop good engagement practices that drive meaningful impact for the organization and community members. Lean-into this knowledge, work to build your team's capacity around delivering good engagement and with each consultation, you'll experience a greater return on your investment all the while fostering meaningful relationships with the community members you serve.

### Case Study | Maple Ridge School District 42

In Maple Ridge, British Columbia, during the COVID-19 pandemic, essential workers were working tirelessly to keep the public safe, healthy, and fed. As a result, local essential workers were struggling to find childcare solutions.

The Ministry of Education tasked each school district with identifying essential worker families, reaching out to them, and providing childcare to them during the crisis.

School District 42 had already invested time and resources into building relationships with stakeholders through their online community engagement site, Let's Talk SD42. Because the school district had already built their database of community members and engaged consistently in the past, they were able to reach 4,000 residents in 5 days.

With that community feedback, the school district swiftly identified essential worker families in need and started providing them with childcare. Without an online community engagement platform and a foundation of trust, the school district would have had to spend ample more time and resources to identify those families.



**Let's Talk SD42 was able to reach  
4,000 residents in 5 days.**

Interested in exploring  
digital-first engagement for  
your organization?

LET'S TALK

# Using a Digital-First Community Engagement Approach





## What is Digital-First Engagement?

Digital-first engagement is a concept initially developed to challenge thinking around community engagement, but it is rapidly gaining mainstream acceptance.

For many years now, digital engagement techniques have been used as part of community engagement and consultation processes to open those processes up to wider audiences. Despite the successful use of online techniques to broaden audiences beyond the few people who choose to attend face-to-face events, we have continued to treat digital engagement as the poor cousin of traditional face-to-face engagement. All too often, an online tool or survey is tacked on to an engagement process that is designed around in-person events.

What practitioners are increasingly accepting is that there is no way to reach a significant audience for engagement without the use of online tools. So why not design the process around the use of those tools? This doesn't have to mean less face-to-face engagement. It just means giving more emphasis to the method that most people will use to learn about and give input to the project.

Great digital first engagement means thoughtful use of engagement tools (not just surveys); it means giving consideration to consistent usage across your organisation; it means using digital engagement to inspire greater attendance of face-to-face events and ensure you truly reach the broad the community rather than just sectional interest groups.

We hope this brief guide will help you in the transition to digital first engagement.

*Bang the Table*



# Preparing Your Organisation

Shifting your thinking towards delivering a digital-first community engagement program can be difficult, especially if you're already used to doing community engagement a certain way.

This is why it's important to think strategically about the ways in which your organisation views community engagement and to think about the challenges you need to overcome in order to roll-out a cohesive digital-first strategy.

## COMMON CHALLENGES

- Lack of organisational support and buy in from Senior Managers/Elected Officials.
- Lack of resourcing of staff, their skills, expertise and capacity to deliver meaningful engagement activities.
- Lack of internal process to support digital-first engagement, such as policies, toolkits, guidelines and training.
- Ability to effectively measure impact of online engagement.

## STRATEGIES FOR OVERCOMING CHALLENGES

- Demonstrating the use of digital-first engagement through pilot projects and case studies.
- Presenting the successes and learnings from your digital-first engagement.
- Educating leaders on the benefits of digital-first community engagement and encouraging them to become champions of digital-first engagement.
- Building transparency internally and externally by closing the loop with stakeholders. Building faith in digital amongst community.
- Development of internal systems and frameworks to support digital-first engagement, with 'Digital Champions' driving the cultural change.
- Resourcing beyond Monday to Friday 9-to-5pm to ensure digital-first is supported.

## KEY CONSIDERATIONS

In implementing these strategies to shift traditional and embedded attitudes towards engagement into a digital-first mindset, the following may be useful as you to seek to prepare your organisation for change:

- Consider your current spending on engagement activities. Can you make a case for scalability and cost savings which will resonate with your organisation?
- Develop a roll-out timeline. Try not to implement change rapidly and without a strategy to bring everyone on the journey.
- Consider the impacts on your community? What behavior changes will you be asking of them if you shift to a digital first approach?

These simple considerations can be useful in helping you deliver strategies towards preparing your organisation for digital-first community engagement.

# Planning Digital-First Engagement

Process design continues to be a challenge for practitioners in digital engagement with it frequently treated as a 'set and forget' exercise.

Shifting thinking to a digital-first mindset requires thinking about which digital tools you will use, when and why you are using them and also deeper consideration of what you are going to ask your community to do and answer during the activity.

Planning for digital-first community engagement needs to focus on identifying and accessing audiences online, providing engaging digital content and information, scaffolding learning and feedback opportunities and building better transparency by publishing data and results.

## COMMON CHALLENGES

- Limited understanding of which tools to use and when.
- Time constraints for planning engagement.
- Over reliance on surveys and not knowing how to use other digital tools effectively.
- Too much risk.
- Audiences are too hard to access. Everyone is online.. But they are nowhere to be seen!

## STRATEGIES FOR OVERCOMING CHALLENGES

- Think about different types of input, qualitative and quantitative and which tools allow you to collect that information.
- Take a longer view of your digital engagement process. Are there different intervals where the activities, questions and tools change?
- Plan for digital-first engagement with reporting in mind.
- Have a policy and process for how you will deal with risky situations.
- Explore digital channels and understand where different communities congregate.
- Develop messaging which reaches and appeals to different groups.

## KEY CONSIDERATIONS

Before you can arrive at the utopia of having a finely tuned and well equipped engagement team who is capable in planning for digital-first engagement, it's important to consider the following;

- Getting by-in for your program comes first. You won't be able to expect your team to grasp and execute digital-first project plans if they do not feel included in the transformation of your engagement program.
- Hold reasonable expectations. You cannot expect a quality digital-first program from a team which hasn't been effectively trained in digital-first principles, understands your digital platform and is capable of thinking beyond their ingrained way of doing business.
- Give it time. Allow for time to reflection, evaluation and peer support to improve planning practices to ensure that your digital-first programs continually evolve.

# Planning for Continuous Engagement

One of the best ways to realise the benefits of digital-first community engagement is to utilise continuous engagement activities. This means thinking beyond the transactional mindset of project based consultations and instead utilising strategies to drive ongoing conversations with your community.

Strategies identified for driving continuous engagement include; issues identification programs; ongoing question and answer wikis; competitions; open forums where your community can talk about the things they want to talk about; advocacy campaigns; regular ideation; polling as well as live video.

By utilising some of these continuous engagement techniques you are able to maintain regular contact with your community, allow them to take control of issues which are important to them and help you get a better sense of issues and opportunities ahead of time.

## COMMON CHALLENGES

- Managing community expectations, feedback/consultation.
- Data management of feedback to help provide background to projects before you get started.
- Sharing of data across departments/business areas, ensuring the organisation is using and protecting the data.
- Changing the corporate culture to invest in continuous engagement opportunities and community capacity building
- Internal buy-in to ongoing engagement activities and its return of investment.
- There is an internal perception that engaging outside of planned projects may not provide a cost benefit to the organisation.

## STRATEGIES FOR OVERCOMING CHALLENGES

- Use gamification principles to drive engagement e.g. ideas, challenges, quizzes, augmented reality challenges.
- Use engagement around pro-social activities i.e. fundraising.
- Establish an ongoing and regular forum discussion board to encourage meaningful conversations on a range of different topics.
- Build transparency and trust with your communities by being visible in online conversations and facilitating dialogue and discussion.
- Advocate on behalf of the community in a more meaningful agile way by promoting or opening dialogue on topical conversations on public debates.
- Use your digital space to have projects that promote and improve the communities capacity to understand the business or project.
- Use a single platform to engage or capture online feedback using a variety of accessible tools.
- Use digital channels such as Facebook to drive people into a light, but meaningful engagement.
- Empower your community champions to be subject matter experts and/or facilitators beyond 9-5pm.

## KEY CONSIDERATIONS

It may feel uncomfortable for your organisation and staff to understand the importance of continuous engagement. Taking consideration of the following may help you better implement strategies for planning for continuous engagement.

- Draw from your experience of your community. Understanding their interests, motivations and levels of trust with your organisation will greatly help you implement continuous engagement planning.
- Know where you stand. Position yourself as an advocate for community dialogue and your desire to better understand your community. Avoid being seen as a transactional organisation. Be a part of the conversation which your community are having out on the streets.
- You don't have to do everything. Identify the strategies which work for you and your community. Just because your neighbouring City is doing something doesn't mean it will necessarily resonate with your community. Choose the conversations and continuous engagement strategies most suited to you.

# Using Digital Dialogue Techniques

A simple first step towards shifting your thinking towards digital-first community engagement is to consider digital dialogue principles. Digital dialogue is possibly one of the most neglected practices in digital-first community engagement. True digital-first community engagement must make a commitment to better harnessing this critical process. Identifying the types of conversations happening in your digital engagement space are critical for facilitators to ensure good engagement outcomes.

## COMMON CHALLENGES

- Online forum questions are not effectively framed.
- Lack of facilitation occurs or fails to ensure a robust and healthy discussion.
- Identifying different types of dialogue and opportunities to shape discussion are missed.
- A lack of clear set of rules and guidelines around participation.

## TYPES OF DIGITAL DIALOGUE

- Monologue – when participants visit a forum once, leave their comment, and never return.
- Debate – participants read and react to each other's posts. BUT, critically, they are competing to present the best argument. Their goal is to WIN the debate.
- Dialogue – when participants start to read and respond to each other's comments. They ask questions, they seek to understand, they build on other ideas.

## FACILITATION BEST PRACTICE

- Greeting and welcoming participants.
- Thanking and acknowledging contributors.
- Enquiring, provoking, encouraging deeper participation.
- Reinforcing expectations and behaviours.
- Correcting misinformation and misunderstandings, direct people to information resources.
- Bringing participants back on topic.
- Resolving conflict and mediating arguments.
- Linking people together who express different views to gain different perspectives and positions.

## KEY CONSIDERATIONS

To help ensure the effective deployment of digital dialogue techniques, it's important to consider the following;

- You are the facilitator. To be successful at this practice you must treat it as if everyone were in the room with you in a traditional sense. You need to control the conversation, monitor the mood and change course if necessary.
- Don't be a destroyer of conversation. Allow people to discuss freely and avoid thanking everyone for their contribution.
- Know what's going on. Digital dialogue is about moving past a transaction. It allows you to be in-touch with the feedback, opinions and positions of your community well before your reporting stage and empowers you to better manage issues and inform your projects.

## THE BOTTOM LINE

There are many obstacles to shifting to a truly digital-first community engagement environment and mindset. However, by confronting these challenges and developing strategies for overcoming them, you can better manage your transition.

Once you have successfully achieved organisational buy-in, developed the relevant skills capacity in your organisation and begun utilising digital-first principles and thinking, you will be better able to harness digital-first engagement to connect with your community.



[www.bangthetable.com](http://www.bangthetable.com)

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# Building Trust with Community Engagement

## 10-Step Checklist and Discussion Guide

### **Four Elements to Building Trust**

Effective Communication

Respect

Process Transparency

Information Sharing

**For additional information, contact:**

Michelle Stephens, AICP

Engagement Manager, [Bang the Table](#)

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[www.bangthetable.com](http://www.bangthetable.com)

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### **Step 1. Define the challenge.**

- Why are we engaging?
- What is the decision, project, opportunity, strategic objective or need that the community can influence?
- What specific decision will this process inform and how?

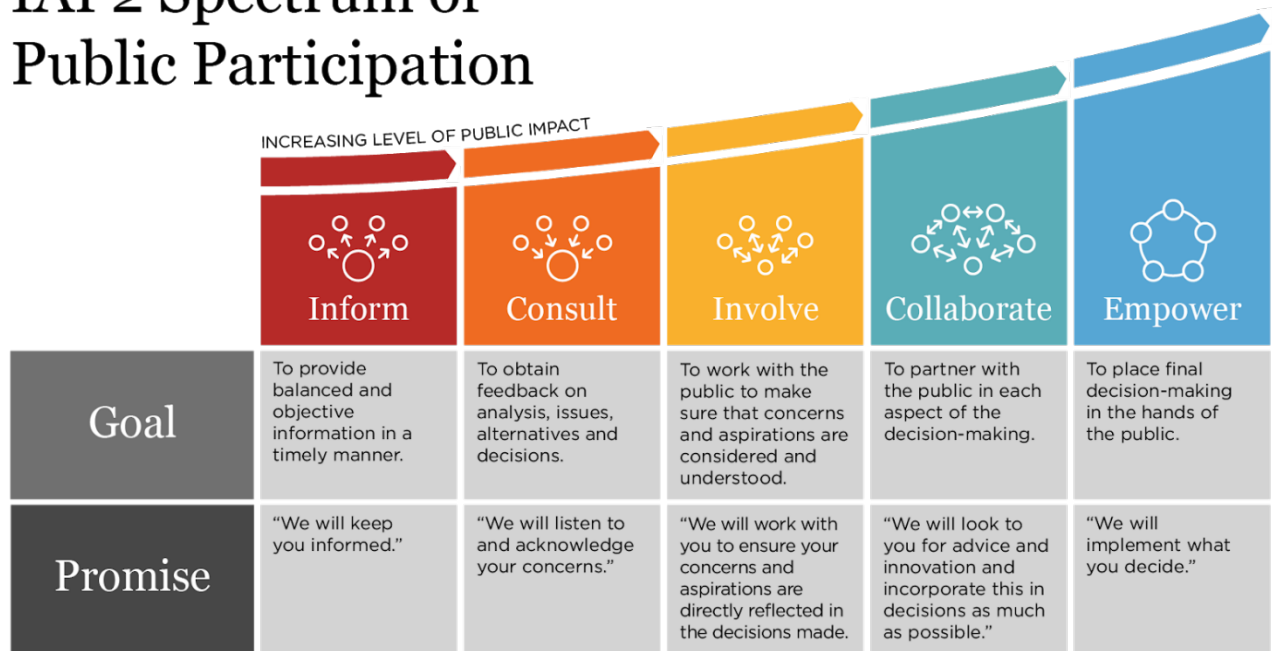
*Pro tip! Name the engagement with a clear and simple title.*

**Step 2. Define the goal.** How will you know if your strategies are successful? What guidelines will you use for internal decision-making?

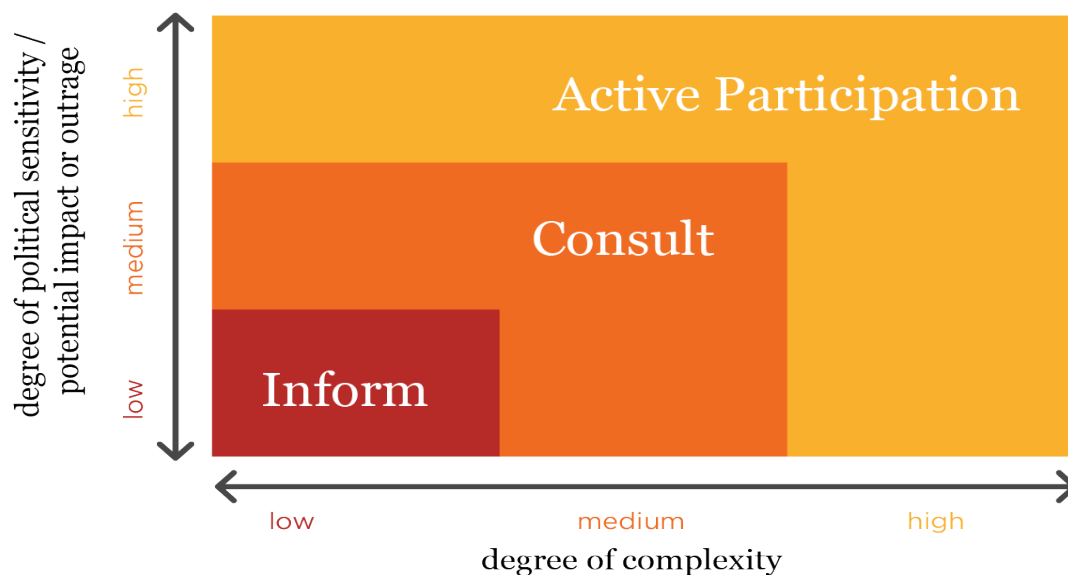
<u>Specific Goal</u>	<u>Measure (KPI)</u>	<u>Timeframe</u>

**Step 3. Define the engagement level.** What type (or level) of public engagement are you seeking? What is your intention? What is your need?

## IAP2 Spectrum of Public Participation



Project Stage / Task	Level of Engagement	Intention



**Step 4. Define the audience.** Who do we want/need to hear from? Why are we involving them? How will we reach them? What Barriers Need to be Overcome? Who Can Help?

<u>Who</u>	<u>How do we reach them? Online/In-person/Both? Barriers?</u>	<u>Why</u>
Project team members (skill sets, knowledge, time allocation)		
Council, Board(s), General Managers, Senior Management Team, employed and volunteer staff		
Board(s)		
Senior Management Team		
Staff		
Volunteers		
Neighborhood groups		
Special-interest groups		
Resident population		
Non-resident ratepayers, Border municipality		
Businesses, business networks, chambers of commerce, industry groups and associations		
Service or facility users		
Young people aged under 18 years (consider parental consent)		
Persons with Disability/Caretakers		
Commuters, visitors or tourists		
Absentee owners and part-time residents		
Neighboring governments: Local, state and/or federal		
Funding bodies if external funds involved		
General public (beyond municipality/region)		
BIPOC communities		
Non-English speakers		



**Step 5. Define the tools and techniques.** What type of public engagement / channels will you use?

Consider the project goal and phases, engagement level, audiences, and reporting needs.

<u>Project Stage</u>	<u>Tool</u>	<u>In-Person / Digital</u>	<u>Why</u>	<u>Timing</u>

## EngagementHQ Tools Spectrum

Managing your project communications



**Step 6. Determine and provide context.** What type of information is needed to participate? Where can it be found? How will it be made accessible? Who is responsible to maintain/update?

- Assumptions and Previous Processes
- Desktop Audit and Literature Review
- Internal Experts and Documents
- External Experts and Documents
- Case Studies and Legal Precedence
- Previous plans, ordinances, resolutions, etc.
- Project Schedule and milestones

What is critical background / context information?

<u>Information</u>	<u>Source</u>	<u>Available - How</u>	<u>Responsible</u>

*Pro Tip: Make contact information of a person who is knowledgeable about the project easy to find.*

**Step 7. Develop a communications plan.** Your choice of communication channels will have an impact on who you drive to your engagement tools. Be purposeful as you determine the target groups you need to reach for input. Consider linear vs. looped conversations.

How, what, when, and to whom will you communicate.

<u>What?</u> Project Task/Milestone/Item	<u>How?</u> Face-to-Face, Paper-based, Meetings, Articles, Other	<u>When?</u> Start / End date	<u>Who?</u> Audience

**Step 8. Implement.**

- Do the engagement tools match the issue and feedback needs?
- Are the questions positive?
- Are the engagement activities accessible and transparent?
- Are you being honest about decisions that have been made?
- Have you clearly stated the engagement expectation (level)?
- Have you defined success?
- Update and adapt as necessary

**Step 9. Report.** Closing the loop is essential to build trust.

- When / what milestones will you report?
- How will you report your findings and to whom?

**Step 10. Improve.**

- Who will evaluate the engagement, when, and how?
- What elements were successful (or not)?
- Document lessons learned. Share it.
- What follow- up is needed to take full advantage of new relationships or to continue nurture pre-existing ones?

# 50 Ways to Promote Your Engagement Project

Great consultations require vision, planning, courage, knowledge, teamwork and execution. Here are 50 ways to help promote your engagement project.

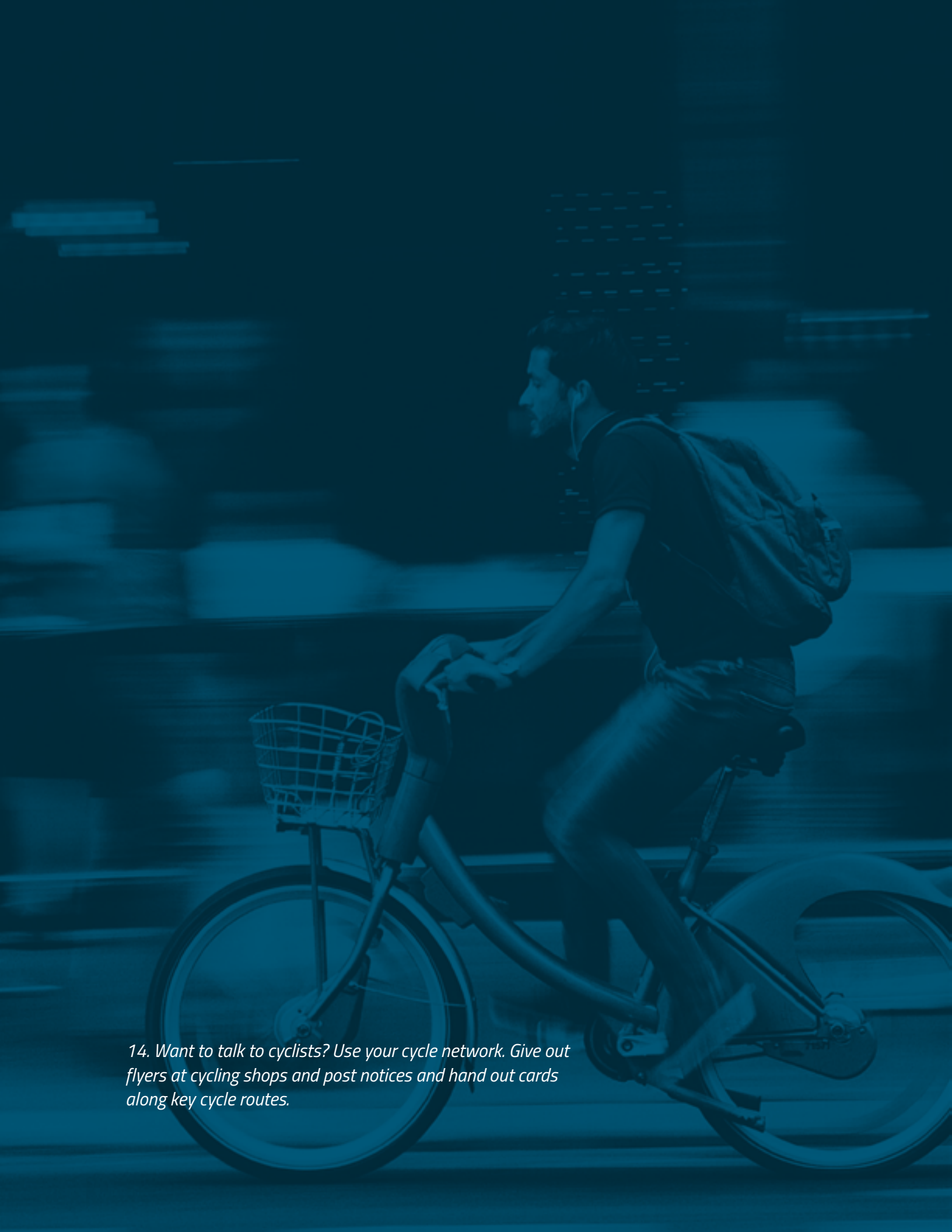




*1. Share a short video on social explaining how people can get involved in your project.*

- 1 Share a short video on social explaining how people can get involved in your project.
- 2 Write a press release to your local paper or try to negotiate a feature article.
- 3 Be controversial! Let people know you want to discuss – and resolve – complex issues. Ensure you throw the tough question into the consultation and let your community know this will be a tough decision that may not please everyone.
- 4 Don't confuse public relations and protocol with getting your message out there! Be creative in your promotion. If you are consulting on a future plan, create a call to action for media releases and social media channels and ask your community to "create the future today".
- 5 GET ON BOARD TODAY! Use creative headlines and calls to action across mediums encouraging ideas, solutions and opportunities from everyday people.
- 6 Use existing databases to create and distribute an e-newsletter promoting your consultations and projects outcomes to date.
- 7 Target your intended audience. Use mediums and language that appeal to – and involve – your intended constituency.
- 8 Big policy announcements can generate as many questions as they answer. State and promote this fact and let people know you expect them to ask questions and share and discuss potential options.
- 9 Encourage those receiving project updates to forward to friends, colleagues, neighbours and family so they can also "have their say".
- 10 Ensure your project's visibility. Tell people where to find the consultation, how to access documents and any supporting information and what they can do to get involved.





14. Want to talk to cyclists? Use your cycle network. Give out flyers at cycling shops and post notices and hand out cards along key cycle routes.

- 11

Put your community in the driver’s seat! Let them know you don’t have all the answers and you want them to tell you what they think. Project ideas thrive with community feedback.
- 12

Create a strong, attention-grabbing brand and use it on all promotional material, social media, your organisation’s websites and any associated project information.
- 13

In a commuter suburb? Hand cards with a call to action and URL at the station – just about everyone on that train has a smart phone and some spare travel time.
- 14

Want to talk to cyclists? Use your cycle network. Give out flyers at cycling shops and post notices and hand out cards along key cycle routes.
- 15

Speak to community radio – they’re often happy to promote your latest engagement project.
- 16

Use storytelling to generate content interesting to the media. A story is always more interesting than a survey.
- 17

Speak with relevant, interested community groups to leverage their reach and networks into the community.
- 18

Get a notice in your local schools’ newsletters. Include information about your online engagement portal/project, or incorporate it into a classroom activity. Create classroom exercises mapped to curriculum for teachers to deliver and engage with children.
- 19

If you are in a University town or city, then speak with the University about the best way to get the word to students.
- 20

Talking about libraries or recreation facilities? Promote the opportunity to get involved to people visiting the facility. Consider ipads in the lobby as a way to get people started.



*23. Create experiences and events to draw attention to your agenda. Run a photo competition with a small prize; use an online quiz tool to test your community's knowledge; or, develop digital games to engage audiences. Attract families by putting on a 'kid friendly' event (like screening a family classic) and engage parents while they are there.*

- 21

Get out into the community with an ipad and invite people to contribute comments. Give them a card and have them log in to find their comment when they return home.
- 22

Go public with listening posts in parks, main streets and shopping malls and include a side promotion to attract attention.
- 23

Create experiences and events to draw attention to your agenda. Run a photo competition with a small prize; use an online quiz tool to test your community's knowledge; or, develop digital games to engage audiences. Attract families by putting on a 'kid friendly' event (like screening a family classic) and engage parents while they are there.
- 24

Recruit a small community panel and ask them to commit to making one contribution each a month to the site. This creates a baseline of activity, which attracts more activity and community discussion.
- 25

Connect to key stakeholders – individuals and groups – and encourage them to champion your engagement project.
- 26

Who do your community listen to? Enlist the help of local 'influencers'. Identify local champions or project advocates who can help get the word out. Get your mayor, minister, governor or senator to spend an hour a week reading comments and replying to people. Word will soon get out that this is a place to really influence things.
- 27

Encourage social sharing of community-created content.
- 28

Ask groups in your community to post links to your site on social media. Post a link to ask permission first and they may take up the cause.
- 29

Tell your staff to get involved. 500 staff who tell 3 friends and family gets your project off to a great start.
- 30

Use smart technology. Promote your consultation through text messaging. Alternately, when you consider that 60% of your community prefer video content, use 45 to 60 second videos to promote your engagement project.



36. Use emerging technologies such as VR and AR to present engaging content.

- 31 Use an integrated media approach. Work towards a common goal by using similar messaging and ‘look and feel’ across all media. This can dramatically increase the effectiveness of your engagement campaign and will help create awareness and involvement in your engagement project.
- 32 Try paid social campaigns. Social media ads are surprisingly cost-effective for their reach, and they pay per click, meaning you will get results for what you pay for.
- 33 Know your audience. Position your engagement project in the way that will generate maximum impact with your target audience.
- 34 Ensure your organisation has personality. Give your community a reason to want to be ‘friends’ with you.
- 35 Develop kitchen table kits for conversations about your issues in the home.
- 36 Use emerging technologies such as VR and AR to present engaging content.
- 37 Use Pokémon Go™ or other popular scavenger hunt games to move audiences around physical spaces and then engage them with your project.
- 38 Visit sports events, shopping centres, schools, local markets, retirement villages, churches or community centres.
- 39 Use your signature community events. People love the artwalk? Engage there! Have a big race? Put information in the bags. Make engagement part of your image rather than a separate silo. It is who you are – not what you do.
- 40 Include a call to action in your organisation’s automated telephone waiting message.





*45. Partner with a local coffee shop – and offer a free coffee as a thank you for those who fill out a survey.*

- 41

Include a brief message and link to your online engagement project at the bottom of your email signature, or even better, for the entire organisation.
- 42

Place promotional information at your front counter or reception/foyer area.
- 43

If your engagement project relates to a specific location, consider posting information out, or if resources permit, staff can do an old-fashioned ‘letter box drop’.
- 44

Look at using all or some of your existing communication channels, newsletters, websites, social media, databases, or signage.
- 45

Partner with a local coffee shop – and offer a free coffee as a thank you for those who fill out a survey.
- 46

Tap into your existing resources and utilise any volunteers to help get involved or to get the word out. Enlist board members, Councillors or CEO. Nothing works better than ‘word of mouth’.
- 47

For physical or infrastructure projects, consider putting ‘onsite ’ signage or static information to encourage people to participate. Corflute signs and printed tarpaulin banners are a cheap and easy way to do this.
- 48

Promote your engagement as an opportunity to ‘solve a local problem’ rather than seeking feedback on a ‘suggested solution’.
- 49

If it is a significant project/decision, consider having a launch event, and invite your key stakeholders and local media and outline the ways people can get involved.
- 50

Ensure you tag every link you use in your marketing efforts with utm\_ source, utm\_ campaign & utm\_ medium URL parameters. This will help you understand which channels were the most effective in driving traffic.



# Our Story

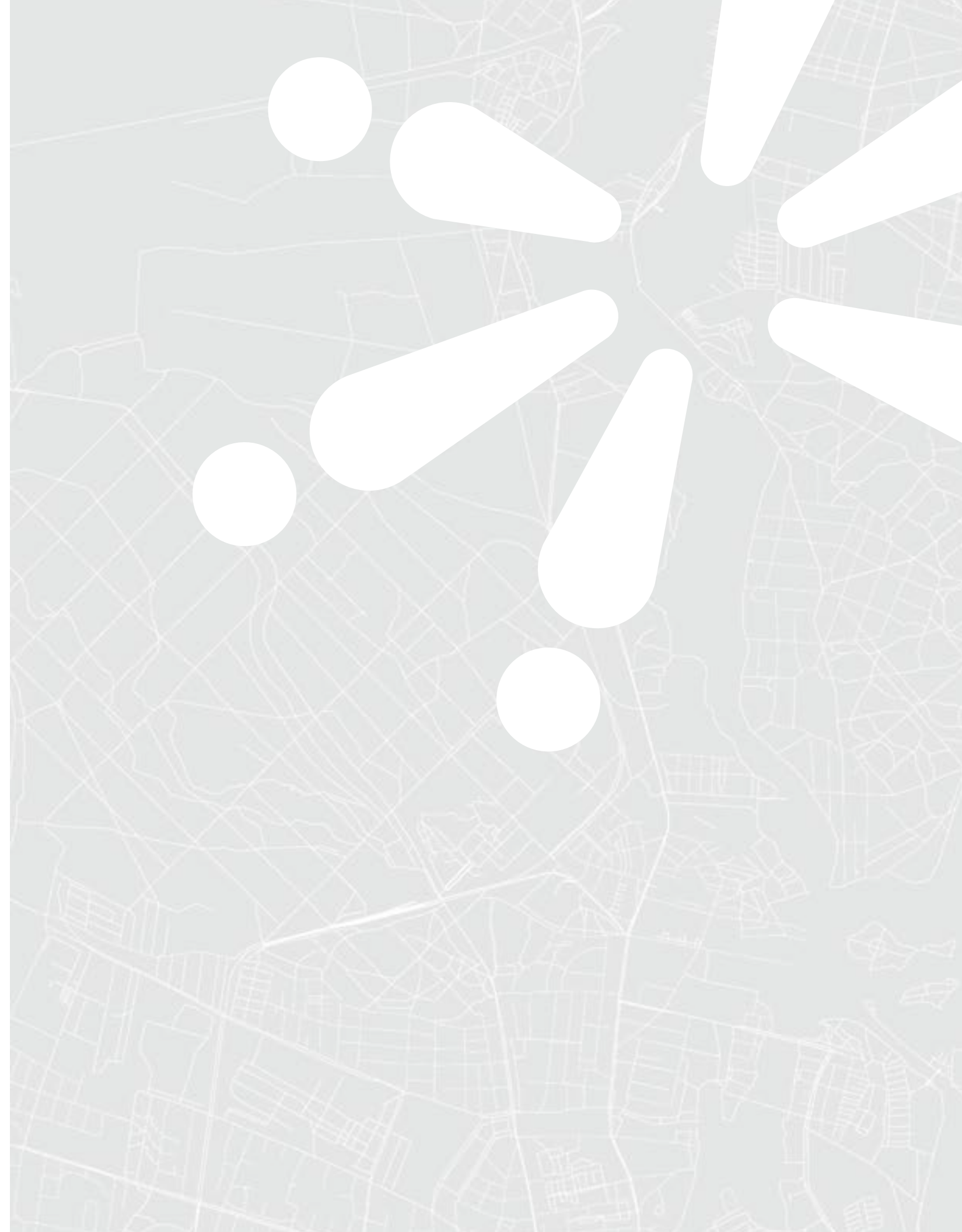
At Bang the Table, we wanted to build something that mattered. So we created the EngagementHQ community engagement & Budget Allocator participatory budgeting platforms. Virtual spaces where individuals of all persuasions can safely connect to decision-makers and have their say at a time and in a place that meets their needs.

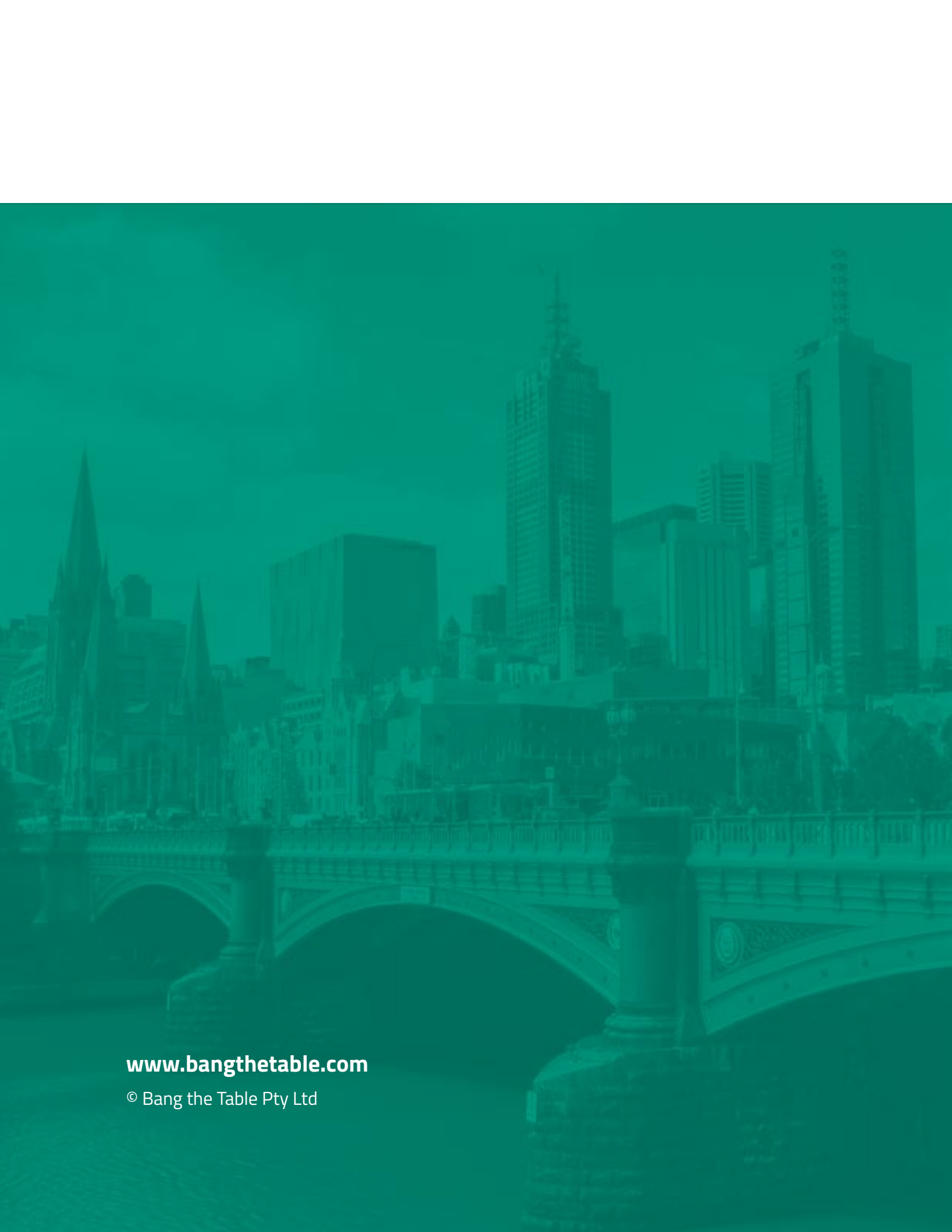
Bang the Table draws on decades of experience in community engagement, communications, design and information technology. Since 2007, our systems have been adopted by over 300 public and private sector organisations around the world, which helped them reach over 3-million people about local, state and national projects.

Accessible technology combined with empathic methodology reaches more of your community; which is why we walk with you every step of the way, providing complete support before, during, and post-consultation.

The increasing demand for web 3.0 technologies has opened up any number of discussions that just about anyone can enter. With this in mind, Bang the Table places great value on respect, integrity, leading practice and quality service.

To learn more, visit our website: [bangthetable.com](https://bangthetable.com)





**[www.bangthetable.com](http://www.bangthetable.com)**

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# Build stronger, more trusting communities through meaningful engagement.

EngagementHQ Proposal

Prepared for  
Wasco County, Oregon

Prepared by  
Michelle Stephens, AICP  
Granicus | Bang the Table

October 19, 2021

# Thank you for your consideration!

Thank you for the opportunity to propose EngagementHQ as your solution for online community engagement!

We believe that in a 21st-century democracy, everyone has the right to participate in the decisions that affect their lives. We built EngagementHQ to bring more voices into the conversation - and produce measurable engagement outcomes for your organization in the process.

No matter where you are in your online engagement journey, we are here to help. When you become a Bang the Table client, you do not merely gain access to our platform - you join a global community of over 12,000 active global practitioners. As a community, we will share inspiration, advance thought leadership in the industry, and help you exceed your goals.

In summary, three options for further discussion are included. The summary price shown below is inclusive of the one-time standard onboarding fee of \$2,500). A comparison and details of each of the options are included in the following pages. For your reference, additional details of the deliverables and optional items are outlined within Bang the Table's [Prospectus](#).

1. Single Project License: \$10,000
2. Annual Unlimited License: \$20,000
3. 6-Month Unlimited License Trial: \$11,000

Please let me know if you have any questions and we look forward to your feedback.

Regards,

**Granicus | Bang the Table**



Michelle Stephens, AICP  
Account Executive | Head of Planning Practice  
[michelle@bangthetable.com](mailto:michelle@bangthetable.com) | 303-525-5155







# Pricing and Deliverables

## Options Comparison

	Option 1 Single Project	Option 2 Unlimited	Option 3 6-month Unlimited Trial
EngagementHQ Single Project License	\$5,000	NA	NA
EngagementHQ Unlimited License	NA	\$15,000	\$6,000
EngagementIQ - Essential	\$2,500	\$2,500	\$2,500
Standard Onboarding (one time fee)	\$2,500	\$2,500	\$2,500
Site Build Onboarding (one time fee)	Optional	Optional	Optional
Custom Dashboard	Scoping	Scoping	Scoping
<b>Initial License Price</b> (inclusive of onboarding fee)	<b>\$10,000</b>	<b>\$20,000</b>	<b>\$11,000</b>

# Pricing and Deliverables

## Option 1: Single Project License Offer

### INITIAL COST

**\$10,000** plus applicable taxes

Item (included in cost above)	Year 1 / Initial
<b>EngagementHQ Single Project License</b> <ul style="list-style-type: none"><li>• Branded homepage and choice of layouts, custom domain name, SSL</li><li>• Access to all Information Sharing Tools, Feedback Tools, Participant Relationship Management, Analytics (including sentiment analysis), Comment Tagging, Summary and Detailed Reports</li><li>• 2 site administrator and unlimited project administrator accounts</li></ul>	\$5,000
<b>EngagementIQ Support - Essential</b> <ul style="list-style-type: none"><li>• Up to 10 hrs of advice from a dedicated Practice Lead</li><li>• 60 min Refresher training</li><li>• Guaranteed SLA's 24/5 chat (15 mins) and email (2 hrs) support</li><li>• 24/7 Moderation</li></ul>	\$2,500
<b>Standard Onboarding</b> <ul style="list-style-type: none"><li>• 30 minute kickoff meeting</li><li>• 2 x 90-minute online sessions</li><li>• 60-minute training and quality-assurance review before launch</li></ul>	\$2,500
<b>Add-Ons / Optional Items</b> <ul style="list-style-type: none"><li>• Custom Dashboard(s)</li></ul>	Scoping required. ( \$500+)

# Pricing and Deliverables

## Option 2: Annual Unlimited License Offer - Essential

### INITIAL COST

**\$20,000** plus applicable taxes

Item (included in cost above)	Year 1 / Initial
<b>EngagementHQ License</b> <ul style="list-style-type: none"><li>Unlimited project capacity</li><li>Branded homepage and choice of layouts, custom domain name, SSL</li><li>Access to all Information Sharing Tools, Feedback Tools, Participant Relationship Management, Analytics (including sentiment analysis), Comment Tagging, Summary and Detailed Reports</li><li>2 site administrator and unlimited project administrator accounts</li></ul>	\$15,000
<b>EngagementIQ Support - Essential</b> <ul style="list-style-type: none"><li>Up to 10 hrs of advice from a dedicated Practice Lead</li><li>60 min Refresher training</li><li>Guaranteed SLA's 24/5 chat (15 mins) and email (2 hrs) support</li><li>24/7 Moderation</li></ul>	\$2,500
<b>Standard Onboarding</b> <ul style="list-style-type: none"><li>30 minute kickoff meeting</li><li>2 x 90-minute online sessions</li><li>60-minute training and quality-assurance review before launch</li></ul>	\$2,500
<b>Add-Ons / Optional Items</b> <ul style="list-style-type: none"><li>Custom Dashboard(s)</li></ul>	Scoping required. ( \$500+)

# Pricing and Deliverables

## Option 3: 6-Month Trial Unlimited License Offer

### TRIAL COST

**\$11,000** plus applicable taxes

Item (included in cost above)	6-month Trial
<b>EngagementHQ License</b> <ul style="list-style-type: none"><li>Unlimited project capacity</li><li>Branded homepage and choice of layouts, custom domain name, SSL</li><li>Access to all Information Sharing Tools, Feedback Tools, Participant Relationship Management, Analytics (including sentiment analysis), Comment Tagging, Summary and Detailed Reports</li><li>2 site administrator accounts and unlimited project administrator accounts</li></ul>	\$6,000
<b>Standard Onboarding</b> <ul style="list-style-type: none"><li>30 minute kickoff meeting</li><li>2 x 90-minute online sessions</li><li>60-minute training and quality-assurance review before launch</li></ul>	\$2,500
<b>EngagementIQ Support - Essential</b> <ul style="list-style-type: none"><li>Up to 10 hrs of advice from a dedicated Practice Lead</li><li>60 min Refresher training</li><li>Guaranteed SLA's 24/5 chat (15 mins) and email (2 hrs) support</li><li>24/7 Moderation</li></ul>	\$2,500 (unused hours can be credited to next term)
<b>Add-Ons / Optional Items</b> <ul style="list-style-type: none"><li>Custom Dashboard(s)</li></ul>	Scoping required (\$500+)





# Optional Add-Ons Pricing and Deliverables

Further details are available in the [Prospectus](#)

Item	Initial Cost
<b>Site Build Onboarding</b> <ul style="list-style-type: none"><li>30 mins kick off meeting</li><li>90 min site scoping session</li><li>Site build up to 5 projects on receipt of approved content (includes site settings, homepage mapping and all tool setup),</li><li>2 x 90 mins online accelerators for platform training, regular progress check-ins, access to help desk resources, accessibility audit, pre-launch quality assurance and testing</li></ul>	\$5,500 (replaces standard onboarding)
<b>EngagementIQ Support - Core</b> <ul style="list-style-type: none"><li>Guaranteed SLA's 24/5 chat (15 mins) and email (2 hrs) support</li><li>24/7 Moderation</li><li>Concierge services available at hourly rate</li></ul>	\$0 (replaces Essential / Partner support)
<b>EngagementIQ Support - Partner</b> <ul style="list-style-type: none"><li>Up to 20 hrs of Advice from a dedicated Practice Lead</li><li>Annual Site Review and benchmarking report</li><li>Up To 2 x 60 min refresher training</li><li>Priority SLA's for Chat (5 mins) Email (1 hr) + 24/7 Moderation</li></ul>	\$5,000 (replaces Core / Essential support)
<b>Custom Brand Integration</b> Full brand integration including dynamic header and footer to match corporate or provided styles.	\$5,000
<b>Project Finder</b> Embed any or all of your engagement projects onto any website	\$2,500
<b>Single-Sign-On (SSO)</b> Create a simple and secure login process with SSO	\$2,300
<b>Hubs (3-Tier Administration)</b> - scoping required	scoping required
<b>Marketplace Partners</b> - upon inquiry	Varies

*This document and the information in it are provided in confidence, for the sole purpose of exploring business opportunities between the disclosing party and the receiving party and may not be disclosed to any third party or used for any other purpose without the express written permission of the disclosing party. Pricing is valid for 60 days.*



## COMMUNITY OUTREACH ITEM

### Citizen Lab

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[OVERVIEW FOR WASCO COUNTY](#)

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[CITIZEN LAB WEBSITE](#)

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# CitizenLab for Wasco County, OR

*Introducing the CitizenLab platform*



# Agenda

1. Introduction
  2. Platform Demo
  3. Pricing
  4. Implementation & services
-

# 1. Introduction



# Residents **trust** their governments **less**

**55%**

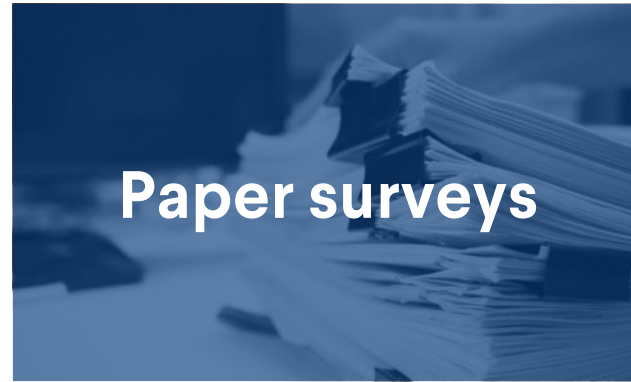
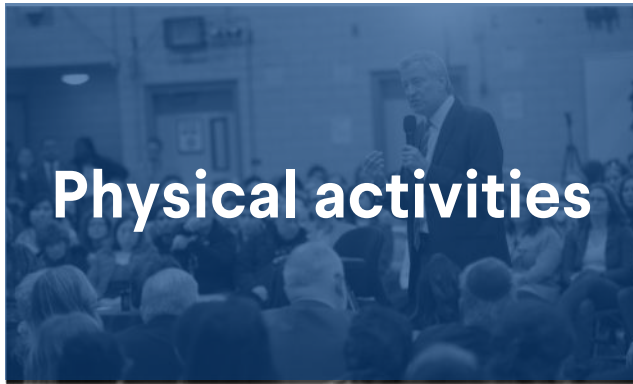
lack confidence in their government.

**40%**

feel their views are taken into account.

Source: OECD, 2020

# Efficiency in public participation is low



Resource-consuming  
Limited reach



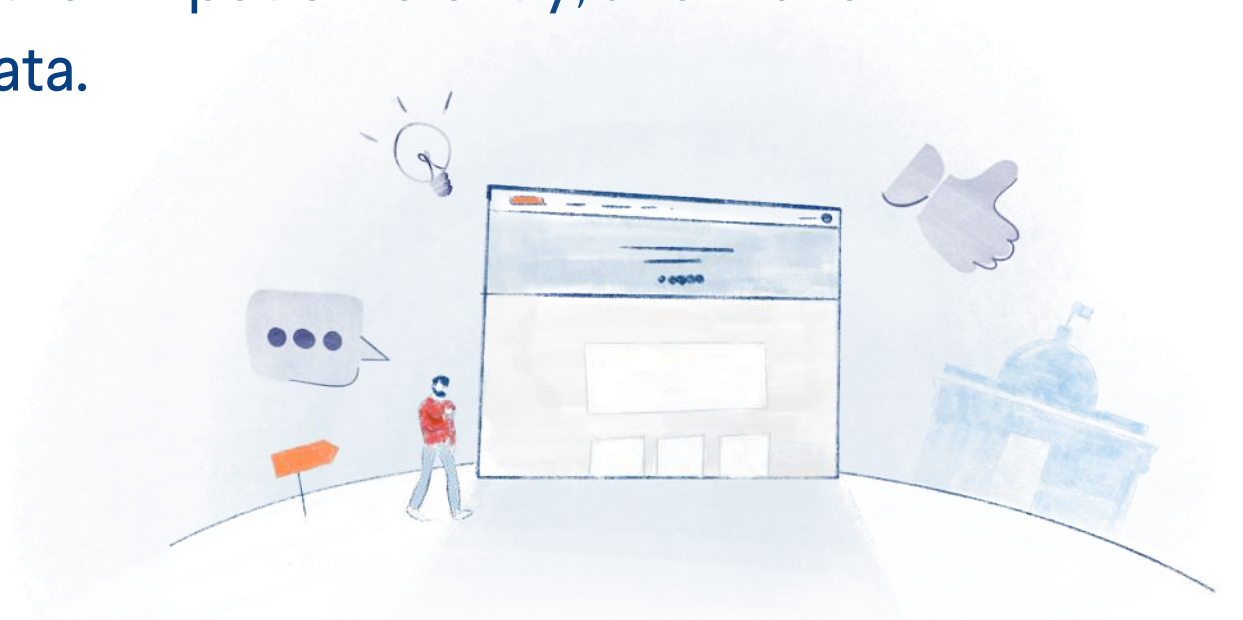
Lack of transparency  
A lot of work to process



Hard to manage  
Lack of (data) ownership

# An engagement platform for governments and residents

Reach more residents, manage their input efficiently, and make decisions based on real-time data.





# Engagement ladder



# Toolbox of methods



Surveys



Polls



Option  
analysis



Q&A



Mapping



Ideation



Participatory  
budgeting



Online  
workshops



Citizen  
proposals



# Why CitizenLab



## Easy-to-use platform

A modular toolkit with a superb user experience. Launch your new projects in just a few clicks.



## Powerful back-office

We understand that every context is different. Our admin tools give you full control to customize the platform and manage it efficiently.



## Online workshops

Bring increased engagement and admin functionality to your online meetings, open houses, and charrettes.



## Text analytics & insights

Data-driven reporting and text analytics help uncover new insights from community members' open-ended feedback. These data can easily be exported and integrated into your policy-making processes.



# Our impact today

**+300 governments + orgs**

**+2,500 projects**

**+500,000 engaged citizens**



## 2. Demo

# 3. Pricing

# Wasco County, OR Pricing

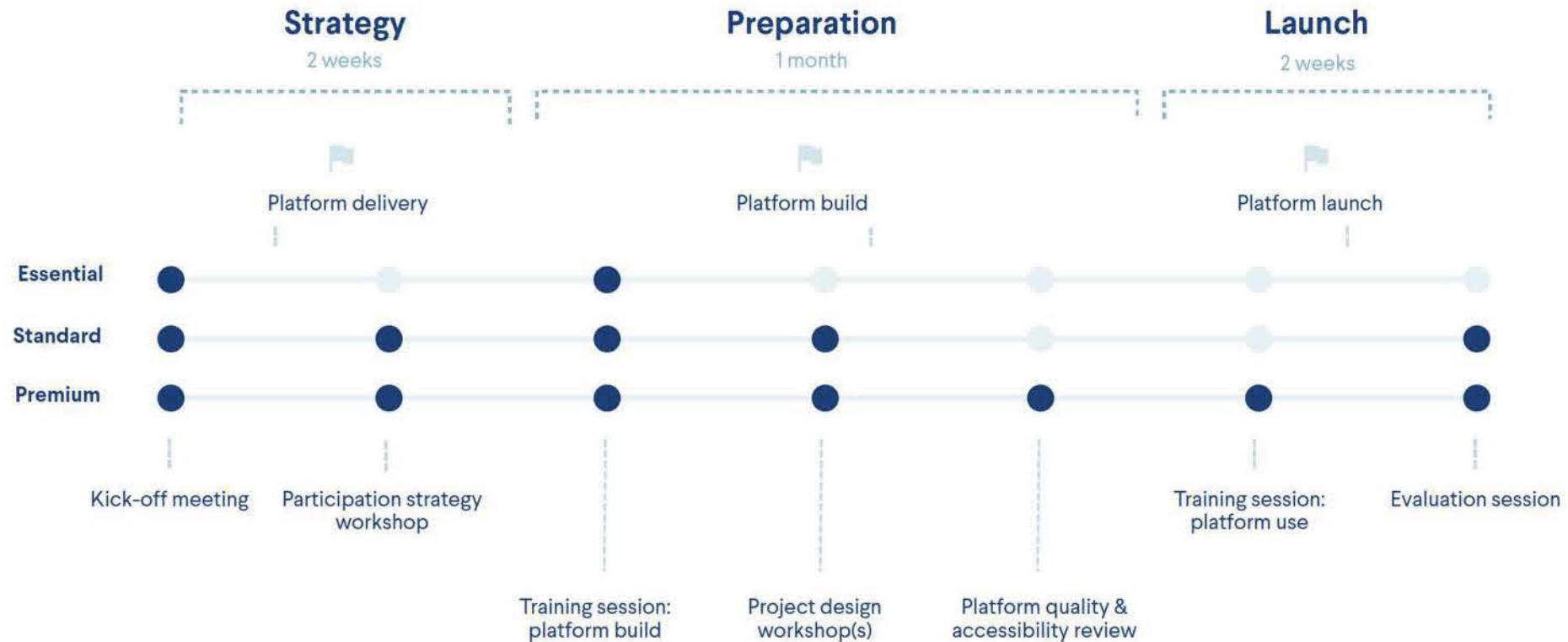
	ESSENTIAL \$5,000 / year	STANDARD \$9,500 / year	PREMIUM \$14,000 / year
USAGE	<ul style="list-style-type: none"> <li>Up to 2 admins</li> <li>× No project managers</li> <li>✓ Up to 3 published projects</li> <li>× No project folders</li> </ul>	<ul style="list-style-type: none"> <li>Up to 4 admins</li> <li>✓ Up to 5 project managers</li> <li>✓ Unlimited published projects</li> <li>✓ Unlimited project folders</li> </ul>	<ul style="list-style-type: none"> <li>Up to 8 admins</li> <li>✓ Unlimited project managers</li> <li>✓ Unlimited published projects</li> <li>✓ Unlimited project folders</li> </ul>
FEATURES	<ul style="list-style-type: none"> <li>✓ <b>All participation methods</b> <i>ideation, maps, survey, poll, PB, proposals</i></li> <li>✓ Customizable design</li> <li>✓ Communications: emails &amp; widgets</li> <li>✓ Manual groups &amp; closed projects</li> <li>✓ Dashboard &amp; analytics</li> </ul>	<ul style="list-style-type: none"> <li><b>All Essential features +</b></li> <li>✓ Personalized domain</li> <li>✓ Online workshops</li> <li>✓ Custom registration fields</li> <li>✓ Smart groups</li> <li>✓ Granular permissions</li> </ul>	<ul style="list-style-type: none"> <li><b>All Standard features +</b></li> <li>✓ Integrated styling (font &amp; navigation)</li> <li>✓ Customizations (maps &amp; status)</li> <li>✓ Data insights: NLP clustering</li> <li>✓ ID verification</li> <li>✓ API access &amp; integrations</li> </ul>
SERVICES	<ul style="list-style-type: none"> <li>✓ Essential onboarding</li> <li>× No project design workshops</li> <li>✓ Participation expert access</li> </ul>	<ul style="list-style-type: none"> <li><b>All Essential services +</b></li> <li>✓ Standard onboarding</li> <li>✓ Up to 1 project design workshop</li> <li>✓ Project templates</li> </ul>	<ul style="list-style-type: none"> <li><b>All Standard services +</b></li> <li>✓ Premium onboarding</li> <li>✓ Up to 2 project design workshops</li> <li>✓ Priority support</li> </ul>
	+ \$1,200 one-time implementation fee	+ \$2,400 one-time implementation fee	+ \$3,500 one-time implementation fee

*Multi-year  
discounts available*

# 4. Implementation



# Implementation plan



# eParticipation Canvas

Define the different building blocks of your participation platform

## Objectives

### Goals



What are the short and long term goals?  
What are the processes that will be open continuously?  
What processes will be put on the platform?  
Did the framework agreement get approved?

## Stakeholders

### Organisation



Who are the operational and strategic stakeholders?  
Who are the members of the steering committee?  
When are the committee meetings planned?

## Communication

### Channels and follow-up



What will be the identity of the platform?  
How will be the platform fit in the overall communication strategy?  
What channels will be used to communicate the launch?

### Metrics



What is going to be measured and when?  
When is the platform going to be a success?

### Audience



Who is the targeted audience?  
Any particular groups or organisations to focus on?

### Feedback



Who will process the input?  
Does every project have a dedicated moderator?

### Risks



What is possible blocking inside the organisation?  
What are the external factors to take into account?

### Key dates



Any key dates to work towards?  
Any upcoming activities or events that create opportunities?

# Want to read more?

[citizenlab.co/resources](https://citizenlab.co/resources)





## AGENDA ITEM

### Executive Session

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[PURSUANT TO ORS 192.660\(2\)\(H\) CONSULTING WITH LEGAL COUNSEL](#)

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[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)

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