

**December 17, 2014**

**To: Mayor Bemrich and City Council**  
**From: David Fierke, City Manager**  
**Subject: Approval of a service agreement with  
iCompass Technologies for Meeting Management Solution.**



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**ACTION: For Vote Monday, December 22, 2014**

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**Brief History**

Agenda preparation and management is a process that has undergone several Lean / Continuous Improvement changes in the past several years. Early in the City's Lean Government journey we made several changes to reduce the amount of paper consumed in the process and the end product. We were also able to convert many steps into a digital process also saving time. Recently the City started using free cloud based file management software to streamline the process further and to funnel the items in process into a central location.

Although I have not examined the empirical data, it seems that agendas have grown in size and complexity. It seems like we:

- Always have an action item on a major capital project
- Always have an action item on an economic development proposal or project
- Regularly have an action item on a land use issue (these items are also sent through commission too)

In summary, we are consuming a significant amount of staff time preparing and processing agenda items.

**Analysis of Issue**

We are at a point where free software and a manual process, are not capable of handling the work flow without creating a significant burden on professional and administrative staff. Since September, staff evaluated several meeting management software vendors looking primarily at streamlining agenda process flow since that is where there is a lot of staff time consumed. In addition, Mayor Bemrich has asked me a couple times to look at a process that allows the City to be paperless in the agenda process.

Staff has determined that software from iCompass Technologies to be the best product. This system will enable staff to automate the internal business processes used to prepare, track, modify, approve/disapprove and monitor the progress of individual agenda items for City Council and Commission meeting agenda packets. In addition, we believe iComapss has a very robust paperless agenda product with an integrated ipad app that

allows for a searchable annotation. It is an incredibly user-Friendly experience for City Council to access the agenda electronically.

An added bonus is that the iCompass software has a strong records management component and a easy to use public portal. Not only will we save staff time in records retrieval, but the public will have a much easier time retrieving meeting information and records making the City much more transparent.

Below are a list of features that come with the iCompass Meeting Management Solution:

#### Meeting Management Features

- An integrated iPad application with full annotation capabilities.
- The system easily assembles documents into a single cohesive agenda packet for distribution to the City Council members, City staff and public website.
- An automated workflow to prepare, track, modify and monitor the progress of individual items for a specific agenda date.
- Access the Meeting Management Solution from any operating system or browser.
- Distribute the agenda packet to all recipients and mediums with one click.
- Easily make last minute changes to agenda items and republish/redistribute the packet.
- Support unlimited users, meeting types, and templates.

#### Public Meeting Portal Features

- Online public access to agendas, minutes, meeting calendar and historical and archived records.
- Automatically OCR (Optical Character Recognition) documents as they are inputted into the system for full word search capability.
- Document searching, sharing and destruction logging
- Access on smartphones, tablets and computers.

#### **Budget Impact**

The direct cost for iCompass is \$11,250 per year. The costs are not in the 2015 budget, however, the City will receive a 20% discount on the implementation associated cost if the City approves now. Deduction is included in the amount above. The contract price is good for three years. These costs are allocated to the major operational funds based on size of the fund. The general fund pays about 40% of the costs. A reduction in paper and printing will result in real budgetary savings.

#### **Staff Recommendation**

Staff recommends a motion to approve a service agreement with iCompass Technologies for Meeting Management Solution.

#### **Implementations**

Once approved implementation takes about two meeting cycles. Therefore, it should be online by February.

Signed



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David Fierke  
City Manager



**iCompass**

**Proposal for:**  
**City of Fort Dodge, IA**

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**Prepared for:** David Fierke, City Manager

December 16, 2014

**Prepared by:**  
Leon Rogers  
Account Executive  
iCompass Technologies, Inc.



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## Welcome to *iCompass*!

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Thank you for affording us the opportunity to provide you with this proposal for our **Meeting Management Solution (MMS)**. Should you require any additional information, require clarification or have any questions whatsoever please feel free to contact me at your convenience.

### Situation Review

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The City of Fort Dodge currently has a semi-manual process for creation of the agenda packet. The agenda packet is created manually from paper and email input but the City's Deputy Clerk, then printed and delivered to 4 members of the City Council, with electronic copies sent to the remaining council members. There are 2 council meetings and 5 commission meetings per month. Typically, 96 packets per year are printed (20 – 50 pages, depending on the meeting) for the approximately 84 council and commission meetings each year. The city's mayor has requested that city go paperless, as much as possible.

Key benefits to Fort Dodge of implementing Meeting Management Software include:

- A much faster and more efficient Agenda Item Submission, Review, Approval, Creation, and Delivery process
- Eliminate as much paper as possible
- Reducing inefficiencies and errors caused by time involved by multiple staff members
- A centralized system to track and manage follow-up items across the organization
- Improved transparency by providing easy access to public meeting information (e.g. Agendas and Minutes) which is all searchable.

### ***We Can Help - iCompass is an Industry Leader***

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*iCompass* provides:

- **INDUSTRY LEADING** implementation speed.
- **UNLIMITED** support, coaching and training
- 'Easy as That' fees which offer **BEST OVERALL VALUE**

**iCompass Technologies**

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iCompass provides **CivicWeb**, the leading Solutions for cloud-based *Meeting, and Records Management* for Municipal Clerks who are swamped with never-ending tasks related to managing their meeting process, records administration and tracking responsibilities.

**CivicWeb** automates meeting and records management workflow in one system, and facilitates open governance through comprehensive and seamless access to information. It provides real-time pulse and complete visibility into what's going on across the entire organization.

iCompass routinely has its customers up and running in two (2) meeting cycles via our MAX 20 Hour Training Program. Our customers' immediate ROI is also realized in part due to our true all-inclusive pricing model, cloud-based service, no IT involvement, no expensive consultants, no over-built systems and no costly RFP process.



## Our 'Best in Class' CivicWeb Tools

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**Meeting Management Solution (MMS)** – streamlines the creation, approval and distribution of agenda packages, minutes and meeting decisions/actions.

Includes the following modules:

- **Meeting Manager** (unlimited Meeting Templates)
  - *Agenda & AgendaNotes* (Both iPad® and PC versions)
  - *Minutes*
- **Action Tracking**
  - *Meeting Tracker* + 1 additional Tracker of Customer's choice
  - *Output Document Capability* (1 for each Tracker, if applicable)
- **FilePro**
  - Up to 200 documents loaded by iCompass
  - *FilePro Custom Banner*
  - *FilePro Connector*
  - *FilePro Enterprise Search*
- *SharePoint Connector, Laserfiche Connector*, (if applicable)

### Highlights:

- Increased visibility into the entire meeting process through a 'dashboard' view of all agendas, minutes and actions created, approved, distributed, and stored
- Reduction of the repetitive 'copy and paste' process when preparing, approving and distributing agendas, minutes, related forms and actions
- Creation of agenda items electronically
- Last minute changes can be easily and quickly accommodated
- Multiple types of attachments can be used, and there is no limit to how many
- There is no limit to the number of templates, and you have complete control to make changes to existing templates or create new ones
- Automatic page re-numbering, even for last minute additions to the agenda
- Built-in approval process with e-mail notification
- Final agendas, minutes, and related documents can be quickly and easily posted to a designated website (via the **FilePro** module) for public and/or staff access
- Ability to project HTML split screen view of agenda during meetings
- Hard copies of agendas, minutes, forms and actions lists can be printed any time
- Minutes are pre-populated for quick on-the-fly minute taking during meetings
- Capture and tracking of meeting decisions and action item follow-up
- Powerful search capabilities
- Flexible access levels and security options

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**AgendaNotes (iPad® Version) Highlights:**

- Access to any electronic agenda as soon as it is published
- Download the agenda and attachments to an iPad®
- User security maintained through login / password controls
- Highlight text with a swipe
- Place sticky notes right on reports and attachments
- Free hand circle and mark-up your entire agenda
- Auto sync grabs updates and addenda items on the go
- Hot links straight to you notes for quick review
- Easily print the agenda and your notes at any time

**AgendaNotes (PC Version) Highlights:**

- Access to any electronic agenda as soon as it is published
- Download the agenda and attachments to a laptop or desktop (NOTE: **AgendaNotes** is not compatible with Mac computers)
- Add notes to agenda headings and items
- Easily print the agenda and your notes at any time
- Options to download some or all attachments – great for dial-up users



## Our Value

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Using **CivicWeb**, Municipal Clerks manage their meeting, and records management workflows up to 75% faster, enabling the shifting of resources to other pressing priorities.

This is due to our MAX 20 Hour Training Program, true all-inclusive pricing model, cloud-based service, no IT involvement, no expensive consultants, no over-built systems and no costly RFP process.

## Commitment to our Customer Community

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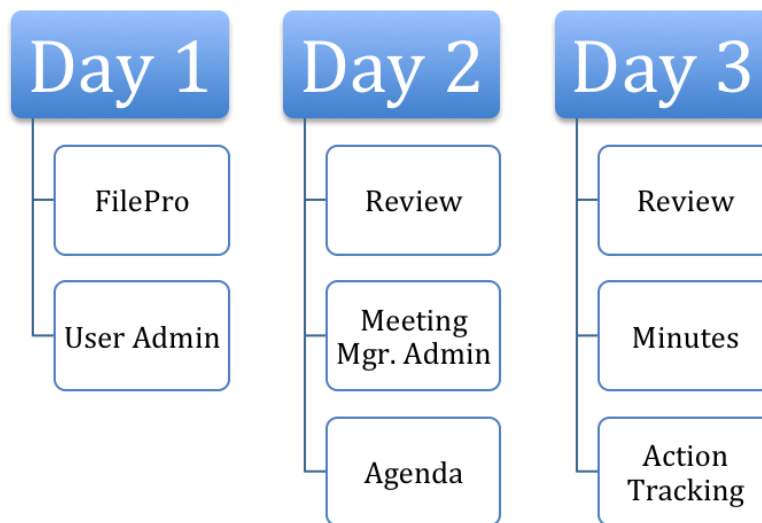
- Our focus is the public sector only – over the past 14 years, we have built a customer base of 400 local government and other public sector customers across the United States and Canada, serving over 2000 public sector employees and over 1 million members of the general public.
- Our **CivicWeb** tools are built specifically for public sector organizations and assist in delivering open, accessible and green government
- We have a *Customer Advisory Board* – chaired by a customer and the agendas for these meetings are set by the customers
- We facilitate collaboration among our customer community via tools such as the ability to conduct searches across the public folders of our customers' *FilePro* sites (FilePro Enterprise Search), user groups, one-day regional user sessions, our annual user conference, monthly collaboration webinars, newsletters and blogs



## MAX20 Training Program & the Industry's Fastest Implementation

### MAX20 Training Program

Our industry-leading *MAX20 Training Program* ensures that you are up and running quickly - in less than 20 hours – with our *Meeting Management Solution*, or *Records Management Solution*. Note – if you purchase only *FilePro* or *Action Tracking*, the training is less than 4 hours and 6 hours respectively – see below.



#### Highlights:

- On-line, workshop style training with an instructor leading each module
- The training is interactive and takes place over a four-day period during the same week
- Workshop Time – Opportunity to get hands on with each module with immediate access to the Instructor for assistance
- Chat session for collaboration with other customer participants
- The modules you attend, thus the number of days required will depend on the services you have purchased:
  - *Meeting Management Solution* – days 1, 2 and 3
  - *Records Management Solution* – days 1, and 4 plus the *Action Tracking* part of Day 3
  - *FilePro* only – day 1
  - *Action Tracking* only – day 1 plus part of Day 3

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**Prior to *MAX20 Training*, the following implementation activities happen:**

**1. Kick-Off Call – 15 mins**

**Purpose:**

- Official hand-off from iCompass Sales to Customer Success
- Introductions of key implementation personnel on both sides of project
- Agreement on implementation timelines
- Agreement on Success Criteria for the project

**2. Business Analysis Session – 45 mins**

**Purpose:**

- Quick review of Success Criteria
- Understand your workflow and processes
- Confirm configuration settings for your system

**3. Launch Session – 30 mins**

**Purpose:** To provide you with a walk-through of the system configured with your settings for the first time prior to the start of the *MAX20 Training* the following week

**Post *MAX20 Training*, the following implementation activities happen:**

**1. Customer Acceptance Sign-off (on your last day of training)**

**Purpose:** Official sign-off for the implementation of your system

**2. Coaching Sessions**

**Purpose:** To ensure success in your use of the Services to which you subscribe

- Each coaching session is 1 hour in length and there is a session for each module



## Unlimited Support, Coaching & Training

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### **Unlimited Support:**

- The Customer may designate up to 3 individuals who will be registered with iCompass as authorized Champions eligible for free and unlimited support throughout the duration of the relationship.
- Only authorized Champions will receive support – inquiries from others within the Customer’s organization will be directed to the authorized Champions.
- Support requests will be documented and e-mailed to the authorized Champion making such requests (as well as added to the Customer Resource Center) so as to minimize support requests in the future.
- 1-800 telephone and e-mail support during the business hours of 5:30 AM to 5:30 PM (Pacific Time), Monday-Friday (not including stat holidays).
- Support calls will be answered by a human being 24 hours/day, 7 days/week.
- iCompass will respond to incoming Support calls within 10 mins of our Customer Success Team receiving them, and we’ll do so by phoning the Customer back.
- “Support” is defined as follows: *“iCompass providing the Customer assistance either over the phone or via e-mail related to the Customer’s use of the Services.”*

### **Unlimited Coaching Sessions:**

- The Customer may request an unlimited number of Coaching Sessions for designated individuals throughout the duration of the relationship.
- An authorized Champion must make such requests.
- Each Coaching Session will last between 15 and 30 minutes.
- The Customer will commit to making best efforts to provide iCompass with a minimum of one week’s notice of any cancellation or rescheduling of Coaching Sessions. The Customer may cancel or reschedule a Coaching Session twice with less than one week’s notice without penalty. After the second occurrence, there will be a \$200 fee charged to the Customer for each subsequent occurrence.

### **Unlimited Training Sessions:**

- The Customer may request an unlimited number of free Training Sessions for designated individuals throughout the duration of the relationship.
- Such training will be provided via our *MAX20 Training Program* - On-line, workshop style training with an instructor leading each module.
- An authorized Champion must make such requests.
- The Customer will commit to making best efforts to provide iCompass with a minimum of one week’s notice of any cancellation or rescheduling of participation within Training Sessions. The Customer may cancel or reschedule participation within a Training Session twice with less than one week’s notice without penalty. After the second occurrence, there will be a \$200 fee charged to the Customer for each subsequent occurrence.

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**Other 'Best in Class' Customer Resources:**

- Monthly educational webinars
- iCompass Customer Resource Center which includes a growing collection of quick reference guides and videos
- iCompass Template Libraries for easy searching and review of sample documents from dozens upon dozens of other iCompass customers. Such documents include agendas, minutes, forms, classification schemes/retention schedules, etc.

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## Storage Space

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Up to **6 GB** of storage is included in the fees set out in this proposal. Additional storage may be provided at \$30/GB per year, and is calculated and payable on an annual basis.

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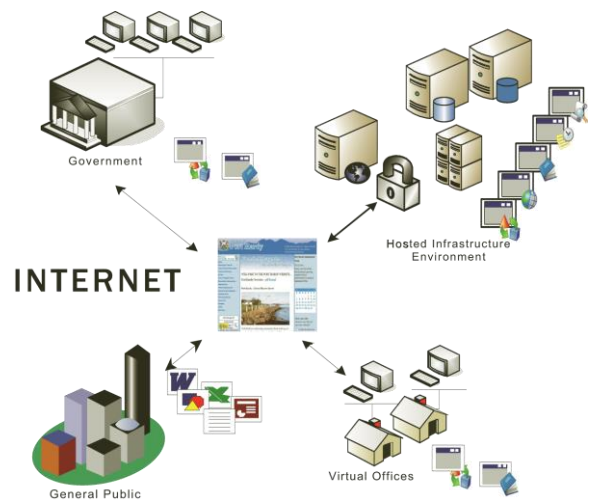
## Our Cloud Delivery Model - Software as a Service (SaaS)

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Our **CivicWeb** tools are delivered over the Internet and our customers only require a web browser to access and use them. **Overall, the SaaS model is a much lower-cost delivery of software services - you no longer have to over spend or build in-house!**

**Key Benefits:**

- Joining a community of other Small Local Government municipalities for best practice improvement.
- All feature updates included.
- Constant redundant back-up of all information.



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## 'Easy as That' Fees

### Meeting Management Solution (MMS):

- Includes *Meeting Manager, Action Tracking, FilePro, FilePro Custom Banner, FilePro Connector, FilePro Enterprise Search, and AgendaNotes* (iPad® / PC)
- Includes *SharePoint Connector, Laserfiche Connector, Granicus Connector* (if applicable)
- Includes unlimited meeting templates (agendas & minutes)
- Includes up to 200 documents loaded into *FilePro*
- Includes 2 Trackers created in *Action Tracking (Meeting Tracker + Report Tracker)*
- Includes MAX20 Training, implementation, & support
- Includes unlimited users within your organization
- Includes all regular upgrades to the modules

### CivicWeb Portal (CWP):

- Meeting schedules, agendas, minutes, voting and attendance records are all included.
- Linked to website
- Delivers information to the public automatically
- Automatically refreshes with the latest information once it is complete
- Meeting schedules, agendas, minutes, voting and attendance records are all included.

Annual Fee
<b>\$11,250</b>
<b>Included</b>

### Terms & Conditions:

- The fees outlined herein are guaranteed until **January 2, 2015.**
- The fees outlined herein are based on a three year term contract
- The one-time activation fee includes set-up of the application(s)
- The annual hosting fee includes hosting in the facilities of our managed hosting services partner, technical support (e-mail and 1-800 support), maintenance, on-line training sessions, regular upgrades to the software and storage space
- All activation and annual fees are payable up front
- Your license will include unlimited users from your City

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## Conclusion

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Again, thank you for affording us the opportunity to provide you with this proposal for our **CivicWeb** Services. With almost 15 years of experience serving over 400 public sector customers, we trust that you will find great value in our services.

Please feel free to contact me if you have any questions, require any further clarification or wish to have a service agreement prepared in order to proceed with this proposal. I can be reached on my cell phone at 360-778-9498.

Sincerely,

Leon Rogers  
Account Executive  
iCompass



# iCOMPASS SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the **2<sup>nd</sup> day of January 2015** (the "Effective Date"), between **iCompass Technologies Inc.**, a corporation with an address at Suite 300 – 150 Victoria Street, Kamloops, B.C. V2C 1Z7, ("iCompass") and **City of Fort Dodge**, with an address at **819 1<sup>st</sup> Ave S, Fort Dodge, IA 50501** (the "Customer").

IN CONSIDERATION of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, iCompass and Customer agree as follows:

## 1.0 BACKGROUND

- (a) iCompass has developed a number of hosted application Services (the "Services") and provides the Services to its customers to assist them in managing records, meeting, information management and workflow activities.
- (b) iCompass also provides implementation, training and support in relation to the Services.
- (c) The parties wish to enter into this Agreement to set forth the terms and conditions by which iCompass will provide, and the Customer will acquire the Services.

## 2.0 PERFORMANCE OBLIGATIONS

Each of iCompass and Customer will perform their respective obligations, as specified in this Agreement.

## 3.0 SCHEDULES

This Agreement consists of these cover pages and the following Schedules:

<b>Schedule</b>	<b>Title</b>
A	Terms and Conditions
B	Relationship Contacts
C	Services and Fees
D	Implementation, Storage, Training, Coaching and Support

## 4.0 AUTHORITY

Each party confirms that it has read this Agreement and that it agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF** iCompass and the Customer have executed this Agreement as of the Effective Date.

<b>City of Fort Dodge</b> by its authorized signatory:   <hr/>	<b>iCompass Technologies Inc.</b> by its authorized signatory:   <hr/>
Name: <b>Matt Bemrich</b> Title: <b>Mayor</b> Date:	Name: <b>Rob Wycherley</b> Title: <b>Director of Finance &amp; Corporate Administration</b> Date:

## SCHEDULE A - TERMS AND CONDITIONS

- 1. INTERPRETATION**
  - 1.1 DEFINITIONS** - Capitalized terms will have the meaning ascribed thereto in Schedule A.
  - 1.2 ORDER OF PRECEDENCE** - If there is any conflict with or inconsistency between the terms of this Schedule A and the terms of any other Schedule of this Agreement then the terms of this Schedule A will take precedence to the extent of such conflict or inconsistency.
  - 1.3 SEVERABILITY** - If any provision of this Agreement is held to be unenforceable, then such provision will be deleted from this Agreement and the remaining provisions will continue in full force and effect. The parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute will be as consistent as possible with the original intent of the parties.
  - 1.4 CURRENCY** - Unless otherwise indicated, all dollar amounts referred to in the Agreement are in American funds.
  - 1.5 ENTIRE AGREEMENT** - With respect to the subject matter hereof, this Agreement, including the Schedules, constitute the entire agreement between the parties and supersede all prior agreements, letters of intent, proposals, understandings and communications between the parties, oral or written.
  - 1.6 GOVERNING LAW** - This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Iowa.
- 2. GENERAL OBLIGATIONS AND RESPONSIBILITIES**
  - 2.1** iCompass offers to provide the Services to the Customer, and the Customer hereby accepts such offer, all in accordance with the terms and conditions of this Agreement.
  - 2.2** The Customer
    - a) will provide iCompass access to any necessary equipment, materials, information, facilities, services, or accessories to assist with implementation, support, maintenance, training, and hosting;
    - b) acknowledges the recommended minimum system requirements;
    - c) will use the Services only in accordance with the normal operating procedures as advised by the terms of this Agreement.
- 3. FEES AND PAYMENT TERMS**
  - 3.1** The Customer will pay iCompass for the Services according to the Fees set out in Schedule C.
  - 3.2** Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Customer acknowledges that all iCompass invoices are payable upon receipt.
  - 3.3** Customer acknowledges that while it can take its time on implementation this is not a valid reason for withholding payment on any invoices. Furthermore, the Customer will not withhold payment on any invoices for any other reason.
  - 3.4** All invoices will be e-mailed to the Customer's Invoicing & Payment contact noted in Schedule B, unless the Customer advises iCompass in writing otherwise.
  - 3.5** All sales, use or goods and services taxes, customs duties, withholding taxes or similar levies of any kind arising with respect to the Services are the sole responsibility of and will be paid by the Customer without deduction from the amounts owing to iCompass under this Agreement.
  - 3.6** iCompass reserves the right to increase the annual fees, as listed in Schedules C and D, on an annual basis. Increases will be the larger of the 12-Month Consumer Price Index (Not Seasonally Adjusted), as published by the United States Department of Labor, or five (5) percent.
- 4. DATA OWNERSHIP AND CUSTOMER ACCESS**
  - 4.1** The Customer will upload its digital data (the "Data") to the iCompass servers in order to make use of the Services. Data also includes that created within the Services and stored on the iCompass servers.

- 4.2 Customer acknowledges that Data uploaded directly to FilePro in Word format is converted to HTML and stored by iCompass, and the Customer has the option to also retain the source Word document. The upload of Word documents to other Services are converted to HTML, retained in Word format by default and stored by iCompass. Other file types uploaded to FilePro and all other Services are stored by iCompass and retained in their native format.
- 4.3 Customer acknowledges that the file types will be supported, and that certain file types are not permitted to be uploaded to the Services.
- 4.4 Customer acknowledges that the use of the Services is restricted to the employees of the Customer unless the Customer has received written approval in advance from iCompass to provide other individuals with access to the Services, such approval not to be withheld unreasonably.
- 4.5 The Customer acknowledges that it is solely responsible for the action of any persons the Customer provides access to use the Services to.
- 4.6 iCompass acknowledges and agrees that the Data shall belong to the Customer and that the Customer shall be deemed the primary custodian of the Data.
- 4.7 iCompass shall not disclose the Data to any person or entity, except as approved by the Customer in writing or in accordance with applicable public disclosure legislation, in which case iCompass will give the Customer advance written notice at least 10 business days before disclosure, or pursuant to an order of a court in which case iCompass will give the Customer prompt written notice. In the event a request, demand or order for disclosure of the Data is made other than as set out in the foregoing sentence, iCompass shall forthwith return the Data to the Customer.
- 4.8 Upon the Customer's request and on payment of the Fees, iCompass will provide the Customer with a copy of the Customer's Data in a readable format.

## **5. OWNERSHIP OF INTELLECTUAL PROPERTY AND GRANT OF LICENSE**

- 5.1 The Parties hereto acknowledge and agree that in the course of providing the Services, iCompass may provide the Customer with access to intellectual property which is proprietary to iCompass (the "iCompass Intellectual Property"). Furthermore, during the Term in the performance of the Services, the Customer may, either solely, or jointly with iCompass, conceive of and/or make inventions, improvements, and/or discoveries related to the iCompass Intellectual Property (the "New Intellectual Property"). The Parties hereto acknowledge and agree that all rights, title and interest in and to the iCompass Intellectual Property and the New Intellectual Property will belong to iCompass.
- 5.2 iCompass grants the Customer a non-exclusive, royalty-free licence to use the iCompass Intellectual Property and the New Intellectual Property during the Term (the "Licensed IP") in the performance of the Services only. This license shall terminate upon the expiration or earlier termination of this Agreement for any reason whatsoever.
- 5.3 The Customer will not copy, alter, modify or reproduce the Services and the Licensed IP or documentation relating to the Services and the Licensed IP except to the extent otherwise authorized by iCompass.
- 5.4 The Customer acknowledges that there is no transfer of title or ownership to the Customer of the Services and the Licensed IP or any related documentation or any modifications, updates or new releases of the Services and the Licensed IP or any related documentation.
- 5.5 The Customer will ensure that the Services and the Licensed IP are protected at all times from misuse, damage, destruction or any form of unauthorized use, including any use for any purpose that is unlawful or may cause iCompass to violate any law or prohibition.
- 5.6 In addition to any other remedies available to iCompass under this Agreement or otherwise, any unauthorized use, alteration, modification, reproduction, publication, disclosure or transfer of the Services and the Licensed IP will entitle

iCompass to any available remedy at equity and law against the Customer.

## 6. CONFIDENTIAL INFORMATION

6.1 For the purposes of this Section, the following definitions shall apply:

- a) **“Confidential Information”** means any information and materials concerning: any agreements and terms between the parties; the nature and terms of the relationship between the parties; and the other party’s, or its suppliers or distributors, business plans, finances, customers, technology, products and/or services, Customer Intellectual Property, Customer Data, iCompass Intellectual Property and New Intellectual Property, identified as or which from the circumstances surrounding disclosure should be understood by the receiving party to be confidential and of substantial value to the disclosing party, which value would be impaired if such information were improperly used or disclosed to third parties.
- b) **“Discloser”** means a party disclosing Confidential Information;
- c) **“Recipient”** means a party receiving Confidential Information;

6.2 Pursuant to this Agreement, each party may, from time to time, furnish the other party with certain Confidential Information. To the maximum extent permitted by applicable law, Recipient will use the same care to avoid disclosure of any Confidential Information as it uses with its own similar confidential information which it does not wish to disclose, but such standard of care shall not be less than a reasonable standard of care. To the maximum extent permitted by applicable law, Recipient shall not disclose the Confidential Information to any persons other than its directors, officers, employees, agents, professional advisors or other representatives who have a need to know the Confidential Information, who have been instructed that it is Confidential Information, and who are under an obligation of confidentiality substantially similar to the terms of this section prior to such disclosure. The disclosure of Discloser’s Confidential Information does not grant to the Recipient any license or rights to any trade

secrets, or under any patents or copyrights, except as expressly provided by the license granted in this Agreement. Except as otherwise provided in this Agreement, all Confidential Information is provided by the Discloser on an “as is” basis. The obligations of Recipient with respect to any particular portion of Confidential Information shall terminate (or shall not attach) in any of the following cases:

- a) the Confidential Information was available to the public at the time of Discloser’s communication to Recipient;
- b) the Confidential Information was available to the public through no fault of Recipient subsequent to the time of Discloser’s communication to Recipient;
- c) the Confidential Information was in Recipient’s possession free of any obligation of confidence at the time of Discloser’s communication to Recipient;
- d) the Confidential Information was independently developed by Recipient; or
- e) the Confidential Information’s disclosure is required by law, valid subpoena, or court or government order, provided, however, that Recipient provides prompt notice of such required disclosure and Recipient shall have made a reasonable effort to obtain a protective order or other reliable assurance affording it confidential treatment and limiting its use solely for the purpose for which the law or order requires; or

6.3 Discloser understands that Recipient may develop information internally, or receive information from other parties, that may be similar to Discloser’s information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not independently develop products, for itself or for others, that compete with the products or systems contemplated by Discloser’s information.

6.4 Promptly upon a Party’s written request, the other Party will deliver to the requesting Party all documents and other materials in its possession or control which belong to the requesting Party or which contain, reveal, or embody any of the Requesting Party’s Protected Information, and will

destroy all other copies in its possession or control.

## **7. LIMITED WARRANTIES**

**7.1** iCompass warrants and represents to the Customer that:

- a) The Services and the Licensed IP will be performed or provided in a good workmanlike manner;
- b) iCompass and its personnel have the necessary skills and experience to perform the Services in accordance with the requirements and specifications of this Agreement;
- c) iCompass and its personnel will perform their tasks in delivering the Services in a professional manner and will comply with all lawful rules and procedures required by the Customer while on the premises of the Customer;
- d) iCompass owns the Services and Licensed IP; and,
- e) iCompass has the right to provide the Services and to grant the license set out in this Agreement.

**7.2** iCompass and its suppliers disclaim all other warranties, representations, conditions or guarantees, either express or implied, including but not limited to, implied warranties of durability, merchantability, merchantable quality, and fitness for a particular purpose, with regard to the Services and the Licensed IP and the accompanying documentation.

## **8. LIMITATION OF LIABILITY**

**8.1** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES AND THE LICENSED IP, EVEN IF CAUSED BY THE OTHER

PARTY'S NEGLIGENCE OR EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2** If, for any reason, iCompass becomes liable to the Customer or any other party for direct or any other damages for any cause whatsoever, and regardless of the form of action (in contract or tort), incurred in connection with this agreement, the Services and modifications thereto, then the aggregate liability of iCompass for all damages, injury, and liability incurred by Customer and all other parties in connection with the Services and the Licensed IP or This Agreement, shall be limited to an amount equal to the charges associated with the provision of Services and the Licensed IP under the agreement which gave rise to the claim for damages.

## **9. INDEMNITY**

**9.1** To the maximum extent permitted by applicable law, the Customer shall defend, save harmless and indemnify iCompass and its employees, agents and suppliers from and against any and all claims and liabilities, including reasonable legal fees, made by any third party related to or arising from any breach of the Agreement, or any Schedules, and from use of the Services and the Licensed IP by the Customer.

**9.2** iCompass shall defend, save harmless and indemnify the Customer and its employees, agents and suppliers from and against any and all claims and liabilities including reasonable legal fees, made by any third party related to or arising from:

- a) any action by a third party against the Customer that is based on a claim that any Services and the Licensed IP, the results of any Services and the Licensed IP, or the Customer's use thereof, infringe, misappropriate or violate a third party's intellectual property rights, provided that;
  - i) the Customer gives iCompass prompt written notice of any such claim, demand or action;
  - ii) the Customer allows iCompass to control and the Customer reasonably co-operates with iCompass in the defence of same and all related settlement negotiations at iCompass' sole cost and expense;

- iii) the infringement is not solely caused by the Customer's instructions or modifications to the Services and the Licensed IP; and
  - iv) the Customer permits iCompass to, at iCompass' option, provide a work-around solution, procure a license, substitute an alternate product of equivalent functionality; or
- b) any action by a third party against the Customer that is based on any negligent act or omission or wilful conduct of iCompass that results in bodily injury, sickness, disease or death, or injury or destruction to tangible property.

## **10. TERM AND TERMINATION**

**10.1 TERM** - The initial term of this Agreement shall be 1 year commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 90 days prior to the end of the then current term.

**10.2 TERMINATION** - Either party may terminate this Agreement at its option immediately by notice in writing if the other party is in breach of any term of this Agreement and such breach is not remedied within 30 days of written notification by the terminating party. On termination of this Agreement, iCompass shall ensure that all Data is erased and removed from every item of equipment or from products used in providing the Services and all media that it has been installed, downloaded or otherwise put on.

**10.3 SURVIVAL** - Expiration or earlier termination of the Agreement, in whole or in part, through any means and for any reason shall not relieve the parties of any obligation accruing prior thereto, including, but not limited to, the obligations to pay all invoices outstanding as of the date of termination. Notwithstanding the expiration or earlier termination of the Agreement, in whole or in part, the provisions relating to termination, confidentiality, warranty, and indemnity shall survive such expiration or earlier termination.

## **11. NON-COMPETITION**

**11.1** Customer covenants with iCompass that Customer shall not, without the prior written consent of iCompass, at any time during the Term, or for a period of 2 years following termination, whether directly or indirectly, whether personally or on behalf of any other person or vendor, solicit any customers of iCompass in an effort to sell to the iCompass customers services competitive in nature to those offered by iCompass at that time.

## **12. GENERAL**

**12.1 COMMERCIAL USE** - Customer acknowledges that this Agreement is for a commercial application and the Customer acquires no rights to the Licensed IP, except as set out in this Agreement.

**12.2 FORCE MAJEURE** - A party is not liable under the Agreement for non-performance caused by events or conditions beyond that party's control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

**12.3 WAIVER OR DELAY** - Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.

**12.4 ASSIGNMENT** - Neither Party may assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld.

**12.5 NOTICES AND MODIFICATION** - Notices under the Agreement may be delivered by hand, by mail, by e-mail or by facsimile to the address specified on Page 1 of this Agreement, or to such other addresses as the parties may from time to time inform each other by notice hereunder. No modification to the Agreement will be binding, unless in writing and signed by an authorized representative of each party.

**12.6 AGREEMENT IS BINDING** - This Agreement will endure to the benefit of and be binding upon the parties and their respective successors and assigns.

**12.7 COUNTERPARTS** - This Agreement may be executed in counterparts and by facsimile and e-

mail, and when each counterpart is signed by all parties and delivered, faxed or e-mailed to the

other parties, the counterparts together shall constitute one and the same Agreement.

## SCHEDULE B - RELATIONSHIP CONTACTS

The following contacts have been assigned to this relationship:

- (a) **Business Relationship:**  
iCompass: Leon Rogers  
Phone: 360-778-9498  
Fax: 250-851-9402  
E-Mail: [lrogers@icompasstech.com](mailto:lrogers@icompasstech.com)  
Customer: David Fierke – City Manager  
Phone: 515-573-7144  
Fax: 515-573-5751  
E-Mail: [dfierke@fortdodgeiowa.org](mailto:dfierke@fortdodgeiowa.org)
- (b) **Implementation & Training:**  
iCompass: Alex Richards  
Phone: 250-851-9401  
Fax: 250-851-9402  
E-Mail: [arichards@icompasstech.com](mailto:arichards@icompasstech.com)  
Customer:  
Phone:  
Fax:  
E-Mail:
- (c) **Invoicing & Payment:**  
iCompass: Rob Wycherley  
Phone: 250-851-9401  
Fax: 250-851-9402  
E-Mail: [rwycherley@icompasstech.com](mailto:rwycherley@icompasstech.com)  
Customer:  
Phone:  
Fax:  
E-Mail:
- (d) **Special Alerts Contact (CUSTOMER):**  
Customer:  
Phone:  
Fax:  
E-Mail:

## SCHEDULE C - SERVICES AND FEES

iCompass shall provide the following Services to the Customer for the Fees indicated:

✓ **Meeting Management Solution (MMS):**

- Annual Fee: \$ 11,250.00

MMS includes the following modules:

- Meeting Manager (unlimited Meeting Types)
  - Agenda & AgendaNotes
  - Minutes
- Action Tracking
  - Meeting Tracker + Report Tracker
  - Output Document Capability (1 for each Tracker, if applicable)
- FilePro
  - Up to 200 documents loaded by iCompass
  - FilePro Custom Banner
  - FilePro Connector
  - FilePro Enterprise Search
- SharePoint Connector, Laserfiche Connector, Granicus Connector (if applicable)
- Agenda SE

✓ **CivicWeb Portal (CWP):**

- Annual Fee: Included

CivicWeb Portal includes:

- Online web presence linked to Meeting Management Solution
- Portal graphics and branding
- Unlimited public licenses / access
- Administrative setup and training



## SCHEDULE D - IMPLEMENTATION, STORAGE, TRAINING, COACHING & SUPPORT

### Implementation:

- Success Plan
- Configuration
- # of documents uploaded by iCompass: **200**
- MMS ONLY - # of Meeting Types: **2**
- ACTION TRACKING - Basic Set-up - Includes configuration of **2** Trackers
- CWP ONLY - Basic Setup – Configuration of agendas and minutes for portal access

### Storage:

- **Storage Allocation:** Up to 6 GB of storage is included in the fees set out in this Agreement. Additional storage is automatically provided at \$31.50/GB per year, and is calculated and payable on an annual basis.

### Training:

- Year 1: **Unlimited**
- Years 2+: **Unlimited**
- Product Training can only be requested by one of 3 individuals who are registered with iCompass as Authorized Champions.
- All Product Training will be provided via our *MAX20 Training Program* - on-line, workshop style training with an instructor leading each module – unless otherwise agreed to.

### Coaching Sessions:

- Year 1: **Unlimited**
- Years 2+: **Unlimited**
- Coaching Sessions can only be requested by one of 3 individuals who are registered with iCompass as Authorized Champions.
- All Coaching Sessions will be provided in 30 or 60 minute increments, on-line, and with an instructor leading the session – unless otherwise agreed to.

### Support:

- Year 1: **Unlimited**
- Years 2+: **Unlimited**
- Support can only be requested by one of 3 individuals who are registered with iCompass as Authorized Champions.
- Only Authorized Champions will receive support – inquiries from others within the Customer's organization will be directed to the Authorized Champions
- The Customer will commit to making best efforts to embrace self-help tools and documentation as provided within the iCompass Customer Resource Center.
- Support requests will be documented and e-mailed to the Authorized Champion making such requests (as well as added to the Customer Resource Center) so as to minimize similar support requests in the future.

### Other Notes:

- License includes **Unlimited Users**
- Regular and Major Releases are included at **no additional cost**
- The Customer will commit to making best efforts to provide iCompass with a minimum of one week's notice of any cancellation or rescheduling of participation within Refresher Training/Coaching Sessions.
- The Customer may cancel or reschedule a Coaching Session and/or participation in on-line Training twice with less than one week's notice without penalty. After the second occurrence, there will be a \$200 fee charged to the Customer for each subsequent occurrence.