

CITY OF SULTAN Council Agenda

DATE: March 13, 2008

ITEM NO. Workshop – 6:00 PM

SUBJECT: Civic Web

CONTACT PERSON: Laura Koenig, City Clerk/Deputy Finance Director

ISSUE:

The issue before the Council is to review the presentation, ask questions and direct Staff on the Council's preferences.

SUMMARY:

The City has received a proposal from Civic Web to provide a Meeting Management Solution to streamline the creation, approval and distribution of agendas, minutes and related actions. The program provides for meeting tracking and for storage and retrieval of records. Staff and the general public would be able to research minutes, ordinances or other documents stored on line via the public web.

Nacelle Heuslein from iCompass provided a brief presentation of the program for the Sub Committee in February and they requested that the full presentation be brought back to the Council.

ANALYSIS

The Civic Web product includes a meeting management solution for agenda preparation, distribution and posting to the City's web page. The action tracking could be used for accessing, via the public web, council actions, minutes, ordinances, citizens concerns and public records requests by staff, Council and the general public.

Ms. Heuslein will demonstrate the preparation of agenda packets using the Civic Web program.

The following is the current process used by staff:

1. Agenda items are discussed at Management Team meetings and a draft agenda is prepared.
2. Staff members prepare the staff report and required attachments.
3. Staff reports are reviewed by the City Administrator.
4. Reports and attachments are copied for distribution.
5. To prepare the electronic versions of the packet – reports are e-mailed to the Clerk in a word format and are also PDF'd to the Clerk.
6. The Clerk prepares the electronic packet in both a PDF and word version for distribution to Council members and for the City Web page.

During this process changes are often made in the documents and staff must make sure that the final version (in all formats) is the copy that is distributed to the Council and the public.

The proposed cost of the Meeting Management Solution is \$10,000 (\$5,000 one time activation fee and \$5,000 annual fee). This is not a budgeted item and if the Council is interested in the



• AN iCOMPASS PRODUCT •

**March 13, 2008
Revised**

Proposal for City of Sultan

**PO Box 1199
319 Main Street
Suite 200
Sultan, WA 98294
Prepared for Laura Koenig,
City Clerk**



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Welcome to *CivicWeb*!

Thank you for requesting a proposal for our ***CivicWeb Meeting Management Solution***.

This proposal will outline for the **City of Sultan** our corporate background, how our ***CivicWeb Meeting Management Solution*** is delivered as well as a description of its features and related pricing.

Should you require any additional information, require clarification or have any questions whatsoever please feel free to contact me at your convenience. We will call you within the next three business days to get your feedback on this proposal.

Our Commitment to Government

With over 300 government and other public sector customers, we are the North American leader in providing meeting management tools that are focused entirely on *Easing Meeting Demands*.

The commitment to delivering superior customer service for our customers is the cornerstone of our ongoing success and growth as a company:

- Our ***CivicWeb*** tools are built specifically for governments and assist in delivering open and accessible environments
- We are recognized for our deep understanding of the many responsibilities and challenges of the role performed by the corporate administration department
- We offer a depth of best practices as it relates to the specific meeting management processes of our government customers
- Our pricing is surprisingly affordable based on the size of the organization

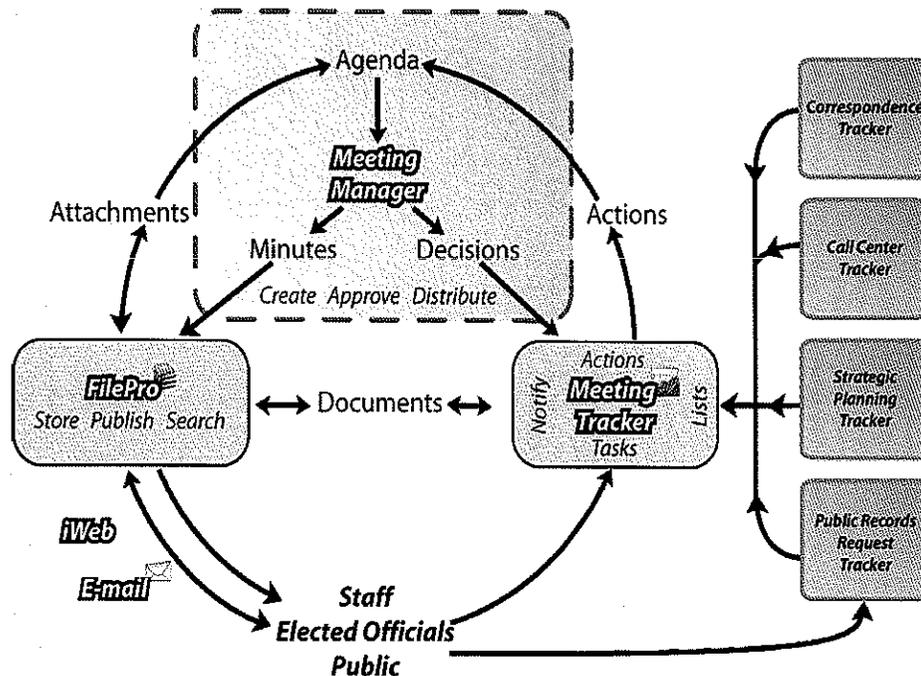


CivicWeb Tools

CivicWeb is the leading **Meeting Management Solution** for busy government professionals. **CivicWeb** is designed to remove the frustrations of manual, labor-intensive tasks by streamlining the extensive effort related to preparing for, holding and following-up on the endless meeting cycles within government.

The never-ending cycle of meetings is the lifeblood of government organizations. **CivicWeb** supports the many clerical and information management functions so critical to the success and effectiveness of these endless meeting cycles. **CivicWeb** consists of the following tools:

- **Meeting Management** – streamlines the creation, approval and distribution of agendas, minutes and related actions
- **Action Tracking** – provides for capture and tracking of meeting decisions, correspondence, public records requests, public requests for service and strategic planning
- **FilePro** – provides storage, search and publishing capabilities of key documents such as agendas, minutes, ordinances, reports, correspondence, manuals and agreements
- **iWeb** – enables organizations to manage the content of a website without having to rely on outside contractors or stretched internal IT resources

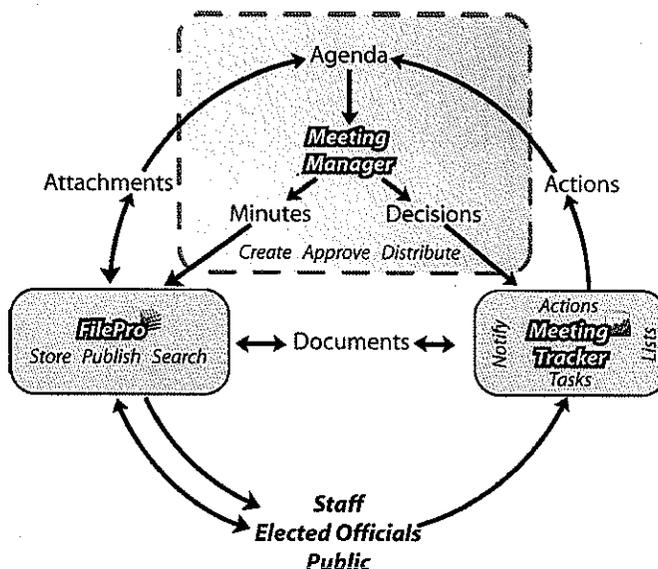


CivicWeb Meeting Management Solution

The never-ending cycle of meetings is the lifeblood of governments. Our ***CivicWeb Meeting Management Solution*** supports and streamlines the many clerical and information management functions so critical to the success and effectiveness of these endless meeting cycles.

Our ***CivicWeb Meeting Management Solution*** provides increased visibility into the entire meeting process through a “dashboard” view of all agendas, minutes and actions created, approved, distributed, and stored throughout the organization.

Our ***CivicWeb Meeting Management Solution*** includes the following three components: *Meeting Manager*, *Meeting Tracker* and *FilePro Document Storage & Search*.



Key highlights of Our ***CivicWeb Meeting Management Solution*** include:

- Vast reduction of the repetitive “copy and paste” process when preparing, approving and distributing agendas, minutes, related forms and actions
- Creation of agenda items electronically and last minute changes are easily and quickly accommodated
- Multiple types of attachments can be used, and there is no limit to the number of attachments

- All of your agenda and minutes templates are built into the system, 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 for access by elected officials, staff and/or the public
- Ability to project split screen view of agenda during meetings
- Hard copy versions of agendas, minutes, forms and actions lists can be printed at any time
- Minutes are pre-populated for quick on-the-fly minute taking during meetings
- Provides for capture and tracking of meeting decisions and action item follow-up
- Powerful search capabilities
- Customizable access levels and security options
- Complete administrative control over all key settings
- Surprisingly affordable pricing based on the size of the organization

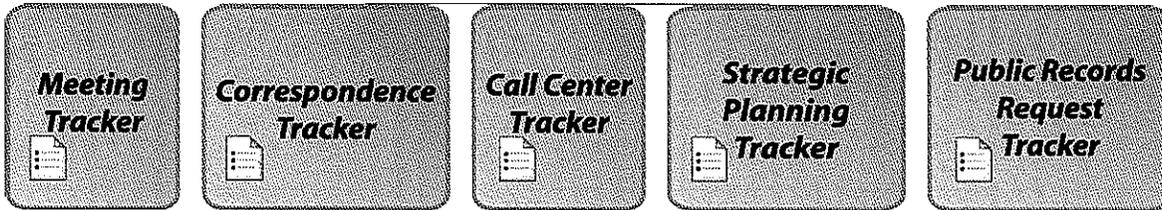
CivicWeb Action Tracking

Everyone is looking for information, and it's often the corporate administration department that is stuck in the middle. Keeping track of all the actions, and knowing what is being done about them is the challenge.

Our ***CivicWeb Action Tracking*** tool captures all the actions and related information in one place, grouped in convenient *Tracker* modules that make it easy to keep on top of what's happening. From meeting actions to public records requests - and every other list you keep - our ***CivicWeb Action Tracking*** solution gives you the tools to manage the information and keep everyone informed.

With seamless integration into the ***CivicWeb Meeting Management Solution***, your critical administrative information management challenges have never been made easier.

Our ***CivicWeb Action Tracking*** tool will allow you to easily track core administrative functions such as resolutions, directives, correspondence, public input and strategic planning with a variety of assignment, follow up and reporting options. There are currently five Tracker Modules available:



Key highlights of our **CivicWeb Action Tracking** tool include:

- Simple capture and tracking of meeting decisions, correspondence, public records requests, public requests for service and strategic planning
- Creation of action lists describing who needs to do what
- Facilitation of both a final paper version of the action list and an electronic version so it is easily stored, accessible and searchable among other action lists
- Assignment of tasks and subtasks with centralized management and reporting of activity
- Activity tracking with task prioritization, e-mail notification, approval routing, timestamp, completion notification, and related document linkage
- Action plans can be easily shared between offices in different geographic locations and can be accessed anywhere the Internet is available
- Powerful search and reporting capabilities
- Records Classification features that allow you to classify and find information when you need it
- Customizable access levels and security options
- Complete administrative control over all key settings
- Surprisingly affordable pricing based on the size of the organization

CivicWeb FilePro

Everyone is trying to locate critical information that is buried in the myriad of documents spread across your organization. And it's the corporate administration department that often gets stuck in the middle, tasked with digging up the information.

Our **CivicWeb FilePro** tool enables governments to quickly organize, store, search, print and publish key documents such as agendas, minutes, ordinances, reports, correspondence, manuals and agreements. With a click of a mouse, **CivicWeb FilePro** makes this information quickly and easily available and searchable for those who need it, when they need it.

Key highlights of our **CivicWeb FilePro** tool include:

- Information is organized within a referencing system and documents can be inter-linked
- Powerful and user friendly search capabilities
- Virtually any type of document can be added quickly on an individual document basis or in batches
- Confidential information can be managed with logon security for any group you need
- When used as part of our **CivicWeb Meeting Management Solution**, agendas, minutes, and related documents can be quickly posted to a designated website for access by elected officials, staff and/or the public
- Documents can be bookmarked for quick retrieval
- Information can be easily shared between offices in different geographic locations and can be accessed anywhere the Internet is available
- Customizable access levels and security options
- Complete administrative control over all key settings
- Surprisingly affordable pricing based on the size of the organization

CivicWeb iWeb

Tired of spending all of that public money on costly external contractors that take forever to update and refresh your website? Looking for a tool that everyone in your organization finds easy to use and a website that's simple to manage?

CivicWeb iWeb is a user-friendly, cost-effective website content management tool designed to be used by busy government professionals. With **CivicWeb iWeb** you can manage the content of your website yourself without having to rely upon outside contractors or skilled IT professionals.

Key highlights of our **CivicWeb iWeb** tool include:

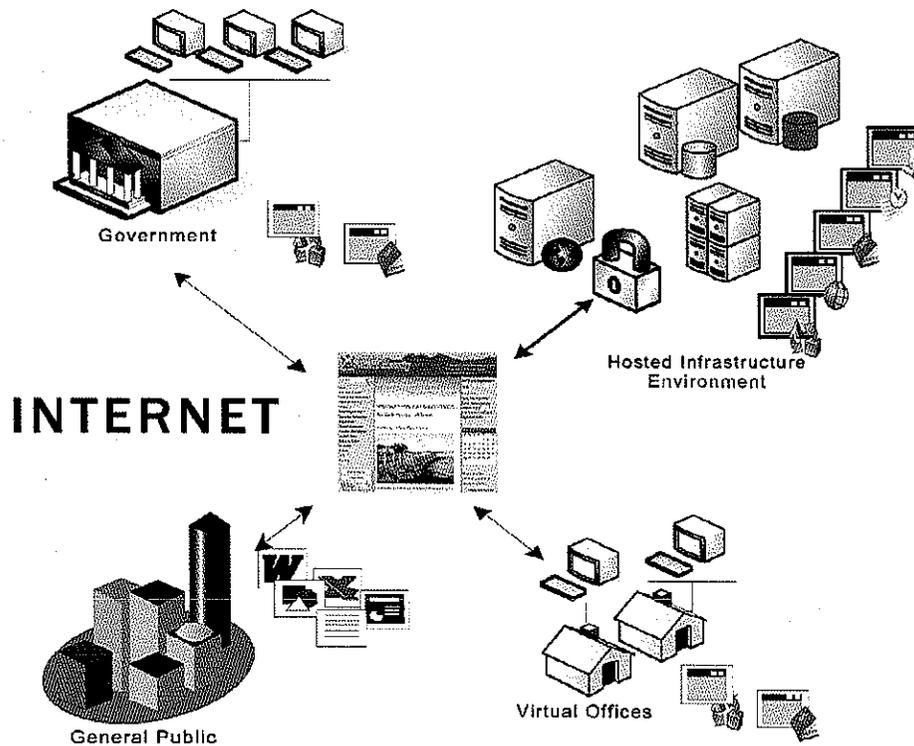
- Keep the current look and feel of your existing website, or we can re-design it for you
- Easily add, remove, and customize pages, and fully control who changes your website
- Many modules to choose from such as job postings, schedules, directories, events and photo galleries
- Website traffic reporting capabilities
- Powerful document search capabilities when used with our **CivicWeb Meeting Management Solution** or our **CivicWeb FilePro** document storage & search tool
- Complete administrative control over all key settings
- No programming languages to learn, and no software to install
- Minimal training required
- E-mail hosting, domain name registration, and search engine registration available
- Surprisingly affordable pricing based on the size of the organization

Key Benefits of *CivicWeb*

- Significant time and dollar savings
- Reduced hassle and stress in managing primary administrative functions
- Significant reductions in the use of paper
- Improved customer service internally and to your public
- Ongoing storage of data builds your organization's knowledgebase
- Disaster recovery requirements addressed

Our Delivery Model

Our *CivicWeb* tools are delivered over the Internet and our customers only require a web browser to access and use them.



The many benefits of this model include:

- No capital outlay. Affordable and predictable fees include installation, training, support, storage unlimited users and new releases. Overall, our fees are significantly lower than those of traditional vendors



- Tools are easy to use, not over-built, and provide remote access
- Each of our customers is assigned a specific account rep to manage both the implementation process and ongoing support and training
- Minimized reliance on IT or external contractors as nothing is installed on the customer end and we support our customers use
- Continuous upgrades reflects continuous service enhancement feedback from our customers
- Tailored implementation and training ensures organizational adoption
- Disaster recovery requirements addressed
- By using the state-of-the-art facilities of our managed hosting partners, our *CivicWeb* tools are secure, accessible, reliable and scalable

Security, Availability and Reliability

We provide superior security, availability and reliability for our customers' access and use of our *CivicWeb* tools:

- Our security includes firewalls, user authentication and authorization, virus protection, server security updates, off-site secure backup of all customer data
- Incremental data is backed up daily, while full system backups are conducted weekly and monthly
- Our servers are dedicated to iCompass only and each of our customers has a separate, independent database
- The state-of-the-art facilities of our managed hosting partners are highly secure from physical access including bonded security personnel onsite 24/7, closed circuit camera monitoring, motion detectors, biometric scanners and key-card entry control
- SSL encryption available
- Information sent over the Internet is broken up into thousands of individual packets that must be properly reconstructed at the destination, so extracting the information as it is being delivered over the Internet is virtually impossible
- 99.7% annual availability or 'up-time' (outside of maintenance window) is guaranteed

Customer References

The following *CivicWeb* customers are more than willing to discuss their experience with iCompass and the *CivicWeb Meeting Management Solution*:

Customer	Population	Contact	Phone
Association of Washington Cities	-	Mr. Michael McCarty Assistant Director Operations & Services <i>CivicWeb Meeting Management Solution</i>	360-753-4137
Renton, WA	80,000	Ms. Bonnie Walton City Clerk <i>CivicWeb Meeting Management Solution</i>	425-430-6502
Redmond, WA	48,000	Ms. Malisa Files City Clerk <i>CivicWeb Meeting Management Solution</i>	425-556-2190
Bothell, WA	31,000	Ms. JoAnne Trudel City Clerk <i>CivicWeb Meeting Management Solution</i>	425-489-3376
Kenmore, WA	19,200	Ms. Lynn Batchelor City Clerk <i>CivicWeb Meeting Management Solution</i>	425-398-8900
Bonney Lake, WA	14,000	Mr. Woody Edvalson City Clerk <i>CivicWeb Meeting Management Solution</i>	253-447-4310
Mill Creek, WA	14,000	Ms. Kelly Chelin City Clerk <i>CivicWeb Meeting Management Solution</i>	425-921-5732
Lake Forest Park, WA	12,700	Ms. Susan Stine Municipal Services Manager/City Clerk <i>CivicWeb Meeting Management Solution</i>	206-957-2809
Sumner, WA	9,000	Ms. Terri Berry City Clerk <i>CivicWeb Meeting Management Solution</i>	253-299-5500
Newcastle, WA	9,000	Mr. Bob Baker City Clerk <i>CivicWeb FilePro</i>	425-649-4444
Brier, WA	6,500	Ms. Paula Swisher Clerk-Treasurer <i>CivicWeb Meeting Management Solution</i>	425-775-5440
Normandy Park, WA	6,400	Ms. Debbie Burke City Clerk <i>CivicWeb Meeting Management Solution</i>	206-248-7603
Ocean Shores, WA	4,400	Ms. Diane Foss Clerk <i>CivicWeb Meeting Management Solution</i>	360-289-2488



Medina, WA	2,900	Ms. Rachel Baker City Clerk CivicWeb Meeting Management Solution	425-233-6411
Kamloops, BC	82,714	Randy Diehl CAO CivicWeb FilePro CivicWeb Action Tracking	250-828-3311
Lincoln, ON	20,612	Mr. Bruce Peever CAO CivicWeb Meeting Management Solution	905-563-8205
Williams Lake, BC	11,872	Ms. Cindy Bouchard Corporate Services/Records Management Coordinator CivicWeb Meeting Management Solution	250-392-1773
Colwood, BC	15,253	Mr. Chris Pease CAO CivicWeb Meeting Management Solution	250-478-5541

Training, Support and Level of Service

iCompass reserves one (1) four (4) hour maintenance window from 12:00 am to 4:00 am, Central Standard Time each Saturday. Outside the maintenance windows, iCompass commits to 99.5% annual availability (please note that the iCompass historic availability was 99.7%+ in each of 2004 and 2005, outside of maintenance windows).

Via the state-of-the art facilities of our managed hosting partners, iCompass provides support services in accordance with the following specifications:

- A secure environment for all infrastructure residing in the hosting facilities, including an external security system and personal security programs for employees of the data centre;
- Filtered, un-interruptible power, climate control and wiring for our servers;
- Data storage management, defined as providing backup, storage and recovery of iCompass applications and customer data. System backups follow an established schedule. Full system backups are conducted weekly and monthly and incremental data is backed up daily. Backups are available for the preceding 30 days;
- **2.0 GB** of storage will be included with your overall solution. Additional storage is available at the cost of 50¢ per MB per year, at your request, and is calculated and payable upon the renewal of the annual fee for the next coming year;
- iCompass will provide training and support including:
 - 1) On-line administration training sessions and end-user training sessions as per the Service Agreement to be entered into (please note that we are reasonably flexible with respect to training since our goal is to successfully implement and launch our **CivicWeb** solution for you as quickly and effectively as possible). Typically only 1-2 of each type of on-line training session is required and each session usually lasts 1-1.5 hours in duration. As well, to kick-off the implementation process, there will be an initial "Process Review" on-line session of approximately 1.5-2.5 hours (all details of the implementation are mapped out during this review). We are able to get going on your implementation immediately;
 - 2) 1-800 telephone and e-mail support during the business hours of 6:00 AM to 5:00 PM (Pacific Time), Monday through Friday (not including statutory holidays);
 - 3) Emergency pager support outside of business hours; and,

- 4) As an option, an emergency file recovery service, with a \$500 fee applicable per request, is available

Fees

CivicWeb: Meeting Management Solution

	One-Time Activation Fee	Annual Fee	Total Cost Year One	Subsequent Years
Meeting Management Solution (includes Meeting Manager, Action Tracking Unlimited & FilePro OR	\$5,000	\$5,000	\$10,000	\$5,000
Action Tracking Unlimited only	\$2,800	\$2,800	\$5,600	\$2,800
FilePro only	\$2,250	\$2,250	\$4,500	\$2,250

Special Offers & Incentives

1. 'Early Market Incentive' – 20% discount:

If the City of Sultan decides to move forward with **CivicWeb** services the City will receive a **20% discount** off the One-Time Activation fee and the First Year Annual Fee if **CivicWeb** services re purchased before March 31, 2008.

2. Public Records Request Tracker – 50% Discount:

Until March 31, 2008, the City of Sultan can purchase the *Public Records Request Tracker* as a stand-alone tool for 50% off the *Action Tracking Unlimited* list pricing (applies to the one-Time Activation Fee, the First Year Annual Fee, and the Subsequent Years' Annual Fee:)

One-Time Activation Fee:	\$1,125.00
Annual Fee – Year One:	\$1,125.00
Year One TOTAL:	\$2,250.00
Annual Fee Subsequent Years:	\$1,125.00



Terms & Conditions:

- The fees outlined herein are guaranteed until **March 31, 2008**
- The fees outlined herein are exclusive of applicable taxes
- 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 partners, 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 at your organization
- Your license will include unlimited agenda and minutes templates

Conclusion

Our *CivicWeb* tools are all about **Easing Meeting Demands**.

Our knowledge of the meeting management life cycle is proven, our services are proven and our customer service is proven. Our *CivicWeb* solutions are robust and yet easy-to-use and very affordable. With our tools you will significantly streamline your meeting management processes saving your organization time and money while at the same time enabling you to serve your staff, elected officials and the public better.

We pride ourselves on the quality of our work and on our commitment to customer service. With that in mind, we invite you to join the hundreds of other government customers across North America that we are proudly serving. We can't wait to get to work for the **City of Sultan!**

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 at 1-425-948-6717. If I am out of the office or if it is after hours I can be reached on my cell phone at (425) 361-6162.

Sincerely,

Jason S. Cacaci
Sales Manager, North America
iCompass Technologies Inc

Sincerely,

Nacelle J. Heuslein, CMC
Local Government Advisor
iCompass Technologies Inc

**ICOMPASS TECHNOLOGIES INC.
SERVICE AGREEMENT**

This Service Agreement (the "Agreement") is made the 31st day of March 2008 (the "Effective Date")

BETWEEN: **City of Sultan** with its offices at PO Box 1199, 319 Main Street, Suite 200
Sultan, WA 98294

(the "Client")

AND:

iCompass Technologies Inc., a corporation incorporated under the laws of Canada
with its principal offices located at 200-124 Seymour Street, Kamloops, BC, V2C 2E1

("iCompass")

The parties hereby agree as follows:

1.0 GENERAL

This Agreement sets out the terms and conditions to which the parties have agreed to for the provision of application, hosting, support, maintenance, modification and training services (the "Services") by iCompass to the Client.

2.0 SERVICES

2.1 iCompass shall provide the following application to the Client:

Meeting Management: The *Meeting Management* Solution automates the meeting process (agenda/minutes/actions creation, approval and distribution). The Meeting Management Solution includes the Meeting Manager, FilePro and all Tracker modules (*Meeting Tracker, Correspondence Tracker, Public Records Request Tracker, Call Center Tracker* and *Strategic Planning Tracker*).

2.2 HOSTING SERVICES DESCRIPTION

(a) iCompass shall provide hosting services in accordance with the following specifications:

- (i) The iCompass applications and the associated databases are and will at all times during the term of this Agreement be hosted within a reliable, robust and fully maintained data centre provided by a hosting provider of iCompass' choice. As of the date of this Agreement, iCompass' hosting provider in the USA is Lynnwood, WA-based NetRiver Corporation. The hosting services will at all times during the term of this Agreement have the following elements::
- (ii) 24/7/365 Infrastructure Support and Data Centre monitoring;
- (iii) Robust physical and network security to safeguard data and ensure site stability;
- (iv) iCompass ownership of all hosted applications;
- (v) iCompass best efforts to support all commonly-used web browsers; and,
- (vi) iCompass best efforts to display a message when the hosted applications are down for maintenance.

ATTACHMENT B-1

2.3 SERVICE LEVEL AND SUPPORT DESCRIPTION

iCompass reserves one (1) four (4) hour maintenance window from 12:00 am to 4:00 am, Central Standard Time each Saturday. Outside the maintenance windows, iCompass commits to 99.7% annual availability of the Services.

iCompass shall provide support services in accordance with the following specifications:

- (a) NetRiver provides a secure environment for all infrastructure residing in its data centre, including an external security system and personal security programs for employees of the data centre.
- (b) NetRiver provides filtered, un-interruptible power, climate control and wiring for our hosted servers residing in their data centre.
- (c) NetRiver will perform data storage management, defined as providing backup, storage and recovery of iCompass applications and the Client's data. System backups follow an established schedule. Full system backups are conducted weekly and monthly and incremental data is backed up daily. Backups are available for the preceding 30 days.
- (d) Up to 2.0 GB of storage is included in the fees set out in this Agreement. Additional storage may be provided at \$.50 per MB per year, at the request of the Client, and is calculated and payable upon the renewal of the annual fee for the coming year.
- (e) iCompass shall provide support to the Client on the use of the Services, including:
 - (i) 1-800 telephone and e-mail support during the business hours of 6:00 AM to 5:00 PM (Pacific Time), Monday through Friday (not including statutory holidays).
 - (ii) Emergency pager support outside of business hours.
- (f) iCompass shall make best efforts to provide a 2 hour response time for all technical support requested via telephone by the Client during the business hours of 6:00 AM to 3:00 PM (Pacific Time), Monday through Friday (not including statutory holidays). Technical support requested via telephone by the Client after 3:00 PM (Pacific Time), Monday through Friday (not including statutory holidays) will be responded to by 9:00 AM (Pacific Tim) on the next business day.
- (g) As an option to the Client, an emergency file recovery service, with a \$500 fee applicable per request.
- (h) The services include the Customer receiving ongoing enhancements to the applications as routinely provided by iCompass.
- (i) The services include on-line user training sessions each year, as required, for each application subscribed to. This training provision is in addition to the training sessions provided during the implementation process as outlined in section 5.0.

2.5 DATA OWNERSHIP

In order to use the iCompass applications, the Client will be uploading the Data to the iCompass servers within NetRiver's data centre. Therefore, iCompass hereby acknowledges the limitations of the Data and the restrictions on its use:

- (a) iCompass shall not license, re-license, sub-license, assign, release, publish, transfer, sell or otherwise make available any portion of the Data to a third party without the prior express written permission of the Client.
- (b) iCompass acknowledges and agrees that the Data shall belong to the Client and that the Client shall be deemed the primary custodian of the Data.
- (c) Client acknowledges that Data uploaded in Word or WordPerfect format is converted to HTML format and that the source Data file is not stored by iCompass.
- (d) iCompass shall treat all Data received as Confidential Information (as defined in Schedule A).
- (e) iCompass shall not disclose the Data to any person or entity, except as approved by the Client or in accordance with applicable freedom of information and protection of privacy legislation, or pursuant to an order of a court. 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 Client.

3.0 TERM & RENEWAL DATE

The term of the engagement between the parties shall be a period of three years commencing on the 1st day of April, 2008 the "Renewal Date". Subject to prior termination in accordance with this Agreement, the services shall be automatically renewed for a further period of one year upon each expiry of the then current term, unless written notice is provided by the Client to iCompass 90 days prior to the end of the then current term that the Client does not wish to renew.

4.0 FEES &

4.1 Since the Client has agreed to enter into this Agreement with iCompass before April 1, 2008, the fees to be paid by the Client as consideration for the use of the Services are as follows:

- Meeting Management one-time activation fee, training and set-up (includes first year usage fee:) \$10,000
- Meeting Management second & subsequent years annual fee: \$5,000/year

All references to money or payments shall mean the lawful currency of the United States, and the Fees shall be exclusive of taxes, duties and charges imposed or levied in connection with the Services.

5.0 IMPLEMENTATION TIMELINE & ASSIGNED RESOURCES

Meeting Management

The Meeting Management implementation comprises up to four phases that should be undertaken in the order below. The Client commits to assign the necessary internal priorities and related resources to facilitate a complete implementation of all Meeting Management services within 12 weeks of the Effective Date.

Phase 1 – FilePro - Document storage / search:

- o Live – within 2 weeks of the Effective Date
- o All training sessions included

Phase 2 - Meeting Manager:

- o Live – within 8 weeks of the Effective Date
- o All training sessions included

Phase 3 - Minutes:

- o Live – within 10 weeks of the Effective Date
- o All training sessions included

Phase 4 - Meeting Tracker:

- o Live – within 12 weeks of the Effective Date
- o All training sessions included

Towards meeting the implementation schedule, the personnel assigned to the Client's implementation include:

(a) Business Relationship:

iCompass: Nacelle J. Heuslein, Local Government Advisor; Client: _____

(b) Implementation Work:

iCompass: Tara Holdbrook, Implementation & Support Manager; Client: _____

NOTE:

- Training will be scheduled once the live dates have been agreed upon.

6.0 ACCESS AND ADMINISTRATIVE SUPPORT

The Client shall provide iCompass access to any necessary equipment, materials, information, facilities, services, or accessories to assist with implementation, support, maintenance, training, and hosting.

7.0 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 or the General Terms (as detailed in Schedule A) and such breach is not remedied within 30 days of written notification by the terminating party.

8.0 GENERAL BUSINESS TERMS

The General Business Terms provided by iCompass to the Client, receipt and review of which is hereby acknowledged, shall form part of this Agreement and will be attached to this Agreement as Schedule A.

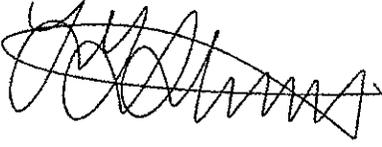
9.0 APPLICABLE LAW

This Agreement shall be construed, interpreted and governed by the laws of Washington State.

10.0 COUNTERPART AND FACSIMILE

This Agreement may be executed in counterparts and by facsimile, and when each counterpart is signed by all parties and delivered or faxed to the other parties, the counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the date first above written.

<p>City of Sultan by its authorized signatory:</p>	<p>iCompass Technologies Inc. by its authorized signatory:</p> 
<p>Name: Title:</p>	<p>Name: Todd G. Stone Title: President & CEO</p>

SCHEDULE A – GENERAL TERMS

ICOMPASS TECHNOLOGIES INC.

THESE GENERAL TERMS (the "General Terms") apply as of the Effective Date of the Services Agreement entered into between iCompass and the Client (the "Parties").

1.0 TERM AND TERMINATION

These General Terms apply as of the Effective Date and, unless otherwise specified, will continue until the expiration or termination of the term as set forth in the Agreement, or as set out in any Schedule.

2.0 OWNERSHIP OF INTELLECTUAL PROPERTY AND GRANT OF LICENSE

2.1 The Parties hereto acknowledge and agree that in the course of providing the Services, iCompass may provide the Client 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 Client 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.

2.2 iCompass grants the Client 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.

3.0 INVOICING, PAYMENT AND TAXES

Client will pay any amounts related to the Services upon receipt of invoices, and Prices and Fees for the Services are exclusive of all applicable taxes.

4.0 CONFIDENTIAL INFORMATION

4.1 For the purposes of this Section 4, the following definitions shall apply:

"Confidential Information" means any information and materials concerning:

- (a) any agreements and terms between the parties;
- (b) the nature and terms of the relationship between the parties; and
- (c) the other party's, or its suppliers or distributors, business plans, finances, customers, technology, products and/or services, Client Intellectual Property, 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.

"Discloser" means a party disclosing Confidential Information;

"Recipient" means a party receiving Confidential Information;

4.2 Pursuant to these General Terms, each party may, from time to time, furnish the other party to these General Terms with certain Confidential Information. 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. Recipient shall not disclose the Confidential Information to any persons other than its directors, officers, employees, iCompass' 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 these General Terms. Except as otherwise provided in these General Terms, 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.

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 these General Terms 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.

5.0 LIMITED WARRANTIES

iCompass warrants that the Services and the Licensed IP will be performed or provided in a good workmanlike manner. To the maximum extent permitted by applicable law, 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 and fitness for a particular purpose, with regard to the Services and the Licensed IP and the accompanying documentation.

5.1 NO LIABILITY FOR CONSEQUENTIAL DAMAGES

To the maximum extent permitted by applicable law, in no event shall iCompass 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 iCompass' negligence or even if iCompass has been advised of the possibility of such damages.

5.2 LIMITS ON LIABILITY

If, for any reason, iCompass becomes liable to the Client 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 Client and all other parties in connection with the Services and the Licensed IP or these General Terms, 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.

6.0 CONDITIONS FOR USE OF SERVICES

- 6.1 The Client may only use the Services and the Licensed IP in accordance with the normal operating procedures as advised by iCompass and the terms of this Agreement.

- 6.2 For proper use of the Services and the Licensed IP, computer equipment containing the minimum computer operating system requirements as advised by iCompass is required to be used by the Client.
- 6.3 The Client shall 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.
- 6.4 In addition to any other remedies available to iCompass under these General Terms 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 Client.
- 6.5 The Client acknowledges that there is no transfer of title or ownership to the Client 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.
- 6.6 The Client shall 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.

7.0 INDEMNITY

- 7.1 The Client 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, these General Terms, or any Schedules by the Client, and from use of the Services and the Licensed IP by the Client.
- 7.2 iCompass shall defend, save harmless and indemnify the Client 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 Client that is based on a claim that any Services and the Licensed IP, the results of any Services and the Licensed IP, or the Client's use thereof, infringe, misappropriate or violate a third party's intellectual property rights, provided that:
 - (i) the Client gives iCompass prompt written notice of any such claim, demand or action;
 - (ii) the Client allows iCompass to control and the Client 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 fact that the Client has modified or altered the Services and the Licensed IP; and
 - (iv) the Client 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 Client 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.

8.0 NON-SOLICITATION OF CUSTOMERS, EMPLOYEES, AND CONTRACTORS

- 8.1 Client covenants with iCompass that Client 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, and whether personally or on behalf of any other person or entity solicit, or attempt to divert away from iCompass, any customers or clients of iCompass.
- 8.2 Neither party nor any of either party's employees, contractors or agents shall, without the prior written consent of the other party, at any time during the Term or for a period of 2 years following termination, whether directly or indirectly, and whether personally or on behalf of any other person or entity employ, retain as an independent contractor, solicit for employment or retention as an independent contractor, or solicit or

encourage to work elsewhere any person who is presently or becomes after the Effective Date an employee, contractor or subcontractor of the other party, even though such person ceases subsequently to be in the service of that party. This provision shall apply in the same manner if any party is approached by an employee, contractor or subcontractor of the other party.

9.0 NON-COMPETITION

Client covenants with iCompass that Client 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 or clients of iCompass in an effort to sell to the iCompass customers or clients web applications competitive in nature to those offered by iCompass at that time.

10.0 FORCE MAJEURE

A party is not liable under the Agreement and these General Terms 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.

11.0 WAIVER OR DELAY

Any express waiver or failure to exercise promptly any right under the Agreement and these General Terms will not create a continuing waiver or any expectation of non-enforcement.

12.0 ASSIGNMENT

The Client may not assign or otherwise transfer any of its rights or obligations under the Agreement and these General Terms without the prior written consent of iCompass, which consent will not be unreasonably withheld, except that both parties may assign their right to receive payment.

13.0 NOTICES AND MODIFICATION

Notices under the Agreement and these General Terms may be delivered by hand, by mail or by facsimile to the addresses specified by the respective parties or to such other addresses as the parties may from time to time inform each other by notice hereunder. No modification to the Agreement and these General Terms will be binding, unless in writing and signed by an authorized representative of each party.

14.0 SEVERABILITY

If any provision of the Agreement and these General Terms is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of any other provisions.

15.0 SURVIVAL

Expiration or earlier termination of the Agreement and these General Terms, 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 and these General Terms, in whole or in part, the provisions relating to termination, confidentiality, warranty, and indemnity shall survive such expiration or earlier termination and shall be without prejudice to the rights and remedies of either party with respect to the antecedent breach of any of the provisions of these General Terms.

16.0 ENTIRE AGREEMENT

The Agreement and these General Terms shall comprise the parties' entire agreement relating to the relevant subject matter. They supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevail over any conflicting or additional terms or any quote, order, acknowledgement, or other communication between the parties relating to its subject matter during the term of the Agreement and these General Terms.