

**SCHEDULE T
CONTRACT SUMMARY TRANSMITTAL**

FILED
OFFICE OF THE CITY CLERK
OAKLAND

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT, CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

2007 JAN -8 PM 2:27

- Agency: FINANCE MANAGEMENT Department: INFORMATION TECHNOLOGY
2. Project Name: GRANICUS VIDEO ARCHIVING CONTRACT Project Amount: 78,000 + 36,000 Services
3. Budget / Funding**: Fund #: 5510 Org #: 46331 Account #: 54612 Project #: C274810 Program #: C274910
4. Project Manager / Responsible Employee Name: DAMARIS SAMBATON Title: PROJECT MANAGER II Phone: 510 238 6545 email: dsambaton@oaklandnet.com
5. Supervisor / Direct Report or Alternate Employee Contact: Name: ROBERT GLAZE Phone: 238-2930 email: bglaze@oaklandnet.com
6. Consultant / Contractor Name: GRANICUS Address: 568 Howard St #300 SF 94105 Phone: 415 357 3618 email: thao@granicus.com
7. Type of Contract (Mark X): Professional Service: X Construction: Commodities: Technology: X
8. Statement of Contract Goal / Purpose: Video Archiving of City Council Meeting
9. Actual or Estimated Notice To Proceed (NTP) Date: 12-20-06 Estimated Completion Date: 3-14-07
10. Resolution Number: 79830 Resolution Date: 3-14-06
11. Location of the Contract Documents: CITY CLERK FMA/IT

THIS PORTION MUST BE COMPLETED BY THE AGENCY / DEPARTMENT AND/OR THE PROJECT MANAGER

Insert language below regarding the evaluation of performance and/or audit requirements. For example; This contract is subject to an independent audit initiated by the City of Oakland and/or this contract will be evaluated quarterly according to the deliverables defined below.

Please attach separate sheets if required.

Performance, Inspection, Fiscal Reporting and Audit Requirements	
Performance Evaluation:	<u>Granicus agrees to deliver all products and services prior to payment</u>
Inspection Requirement:	<u>payment will delivered after proper inspection and approval</u>
Fiscal Reporting Requirement:	
Audit Requirement:	

Deliverables	Date Due	Completion Date	Responsible Source (Prime, Sub, Supplier, Other)	Performance
1 Project Plan		1/15/07	Prime	
2 Hardware installation Software installation		1/30/07	Prime	
3 Daystar Integration		2/15/07	Prime	

City Representative: <u>DAMARIS SAMBATON</u> (Please Print)	Date: <u>12/28/06</u>
City Representative Signature: <u>[Signature]</u>	
City Clerk: <u>Fendy Guan</u> (Please Print)	Date: <u>01/08/07</u>
City Clerk Signature: <u>[Signature]</u>	

* Must be attached to the signed Contract / Agreement and All Payment Requests

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

Note: This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement

Note: Agency / Department - Project Managers are responsible and must ensure:

Contract Compliance and Employment Services performed the following:

- 1) Compliance Analysis
- 2) Equal Benefits Determination
- 3) Living Wage Determination

Note: Before submission of a Contract:

Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval

- 1) Consultant / Contractor must complete Schedule M – Part A
- 2) The City Agency / Department must complete Schedule M - Part B

Note: A photocopy of the completed Contract Summary Transmittal form must be attached to every payment request:

- 1) Photocopy the front and back of the completed Contract Summary Transmittal form
- 2) Photocopy must be attached to the back-up documentation, on every payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract: Send to the City Attorney's Office for First Review				
Contract: Send to the Consultant / Contractor	8/14/06			
Contract: Send to the City Attorney's Office for Final Signature	8/9/06.			
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***	8/14/06			
Contract: Send to the Agency / Department for Director's Signature	8/14/06.			
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)	8/16/06.			
Contract: Send to City Clerk's Office (all contracts over \$50,000 and others by resolution)	12/20/06.	AG	—	—

*** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered.
Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor.

Additional Funding Section

Fund Number	Organization Number	Account Number	Project Number	Program Number



GRANICUS VIDEO ARCHIVING CONTRACT

Resolution 79830

July 2006



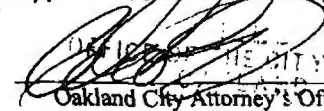
GRANICUS VIDEO ARCHIVING CONTRACT

Resolution 79830

On file with the Office of the City Clerk

Office of the City Clerk

Date: _____


CITY CLERK
Oakland City Attorney's Office

2006 MAR 14 PM 7:39

OAKLAND CITY COUNCIL
79830
RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PROCURE FROM GRANICUS, INC. ENHANCED WEB-BASED VIDEO SOFTWARE AND HARDWARE AND INSTALLATION IN AN AMOUNT NOT TO EXCEED \$78,000, AND TO ENTER INTO A MANAGED SERVICES CONTRACT WITH GRANICUS INC. IN AN AMOUNT NOT TO EXCEED \$36,000 PER YEAR

WHEREAS, the Finance and Management Agency and Office of the City Clerk are working to update and improve the service and reliability of meetings and records; and

WHEREAS, the implementation of an enhanced Web-based video content can improve public access; and

WHEREAS, the use of enhanced web-based video archiving software, hardware and services will improve services to both City staff and the public; and

WHEREAS, the use of web-based training will improve the skills of City staff; and

WHEREAS, the use of public service announcements and training will improve the public's knowledge and preparedness; and

WHEREAS, Granicus Inc will be the prime vendor for the system upgrade and the City of Oakland will manage the overall project; and

WHEREAS, funding is available for the purchase of software and hardware in the following amounts and fund sources - - \$42,000 in the CIP Reserve Fund (5510), in Project Nos. C274810 & C274910, and \$36,000 in the General Purpose Fund (1010); City Clerk Org (03121); in Account 54916; and

WHEREAS, funding for the managed services contract is available in the following amounts and fund sources - - \$18,000 in the General Purpose Fund (1010) ; FMA - ITD Org (46331); Service Contracts Account (54612), and \$18,000 in the Redevelopment Projects Fund (7780), Marketing Division Org (63011), Misc. Operating Expensed Account (52921), Project P58510; and

WHEREAS, the City lacks the technical resources, equipment and automated tools to accomplish this project; and

WHEREAS, the City finds that the services provided pursuant to the one time agreement authorized hereunder is of a professional, scientific or technical nature and are temporary in nature; and

WHEREAS, the City has also reviewed the bidding obtained by several cities (including San Jose, California) and has found that the bid price is based on consistent fixed material pricing; and

WHEREAS, the City finds that the contract with Granicus Inc. shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

RESOLVED: That the City hereby finds and determines that: (1) pursuant to Chapter 2.04, Article I, section 2.04.050.1.5, it is in the best interests of the City to waive bidding requirements of 2.04.050 and authorize the City Administrator to procure enhanced web-based video software and hardware from Granicus, Inc. for a one time cost not to exceed \$78,000; and (2) pursuant to Chapter 2.04, Article I, section 2.04.051, that it is in the best interests of the City to waive the requirement for an RFP or RFQ process, and therefore authorize the City Administrator to execute a contract with Granicus Inc for technical and managed services; in annual amount not to exceed \$36,000 per year; and be it

FURTHER RESOLVED: That the City Administrator or her designee is hereby authorized to execute and deliver any and all agreements, and is hereby authorized to approve any subsequent amendments to or extensions of said Agreement with the exception of those related to an increase in the contract price or the allocation of additional funds provided that such amendments or extensions shall be filed with the City Clerk's office; and be it

FURTHER RESOLVED: That the contract shall be reviewed and approved by the City Attorney's Office for form and legality prior to execution, and a copy shall be placed on file with the City Clerk.

APR 4 2006

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006

PASSED BY THE FOLLOWING VOTE:

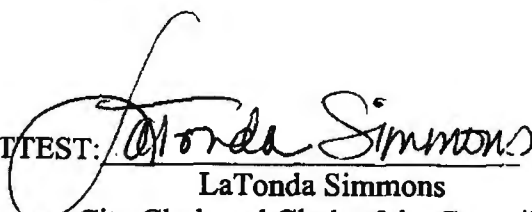
AYES-BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, AND
PRESIDENT DE LA FUENTE — 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST:


LaTonda Simmons
City Clerk and Clerk of the Council of
the City of Oakland, California

GRANICUS, INC.

SERVICES AGREEMENT

THIS AGREEMENT, dated as of August 11, 2006 is between GRANICUS, INC., a California Corporation and the City of Oakland, (the "Client or City").

A. Granicus, Inc. has developed a streaming media solution and Media Management Software that specializes in Internet Broadcasting.

B. The Client desires to (i) purchase the Granicus Solution which will facilitate streaming and distribution of live and archived video and audio content, and (ii) engage Granicus, Inc. to integrate its' Media Management Software onto the Client's existing website, and (iii) contract with Granicus, Inc. to administer the Streaming Solution through a Managed Services solution.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SYSTEM; INSTALLATION.

1.1 Installation of Granicus System.

(a) Granicus, Inc. shall have the following obligations in connection with the installation of the Granicus System:

(i) install, set-up and test the Granicus System, including, if necessary, installing the computers, and loading any necessary software;

(ii) conduct one initial "train the trainer" training session, using a combination of written procedures (in English) and hands-on training, on the use of the Granicus System; and

(b) The Client shall have the following obligations in connection with the installation of the Granicus System:

(i) provide physical space at the site locations that is appropriate and sufficient for the Granicus System, including a controlled access area for the computers and associated hardware, equipment and accessories; and

(ii) Compensate all costs related to the installation and deployment of the Granicus solution as described in the Proposal.

(iii) Compensate all Managed Services payments as described in section 5.2

1.2 Site Preparation.

(a) The Client shall provide such materials as may reasonably be necessary to post warnings and other disclaimers at appropriate intervals around the various site locations within the Client venue where live audio and video streaming will take place.

(b) The Client shall be responsible for maintaining such warnings and disclaimers and for ensuring that patrons are fully informed regarding the locations and times when such audio and video streaming will occur.

1.3 Maintenance of Equipment.

(a) For (3) three years after the date of this Agreement, Granicus, Inc. shall repair or replace any Equipment, provided directly from Granicus, that fails to function properly due to normal wear and tear, provided that any such failure is not covered by insurance maintained by the Client. Granicus, Inc. shall not be responsible, however, for any such failure that is due to other causes, such as power surge, fire, flood or other casualty, accident, vandalism, misuse or abuse, alteration of the Equipment or failure of the Client to maintain a proper environment or otherwise properly care for the Equipment.

(b) Granicus, Inc. has the technology in place to continually monitor all equipment and should any malfunction appear Granicus, Inc. shall immediately notify the Client. Granicus, Inc. shall respond to requests to repair or replace any non-functioning Equipment, provided directly from Granicus, within 24 hours from the time that notice is received, and the Client shall grant Granicus, Inc. or its Representative's access to the Equipment for this purpose at reasonable times. Granicus, Inc. will keep the Client informed regarding the time frame and progress of the repairs or replacements.

(c) Granicus, Inc. offers continuous customer support and is dedicated to ensuring that the Client is completely satisfied with Granicus products and services. Granicus staff is available to the Client 24hrs a day, 365 days a year, via the customer support lines. All support numbers are listed on the bottom of this contract.

(d) The parties agree that the deliverables, software, services to be provided by Granicus to Client shall be subject to the Acceptance Testing set forth in Schedule A-1 attached hereto and incorporated herein.

(e) The parties agree that Granicus will be compensated only upon final acceptance of the system, which is marked by releasing the City's Granicus solution to the City's production website.

2. USE OF MEDIA MANAGEMENT SOFTWARE.

2.1 Use. Granicus, Inc. agrees to provide Client with a Revocable, non-transferable and non-exclusive account to access the Media Management Software; and grants Client a Revocable, non-sublicensable, non-transferable and non-exclusive right to use the Media Management Software. The Media Management Software is proprietary to Granicus, Inc., and protected by intellectual property laws and international

intellectual property treaties. Client's access to, and use of the Media Management Software is licensed and not sold. Client will be responsible for any applicable costs and taxes associated with Client's use of the Services, or use of the Services through Client's account.

2.2 Warranty of Rights. Granicus represents and warrants that it owns and possesses all rights and interests in the deliverables and software necessary to enter into this Agreement, and/or has the license rights, legal permission and authority with respect to any software used by Granicus to deliver any of the services or work called for under this Agreement, and that Granicus has the authority to convey and grant the licenses granted to Client by Granicus under this Agreement, free and clear of any liens and encumbrances, and that the use of any deliverable, software and any and all of the other products, and work produced by Granicus for Client as described in this Agreement will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark, or other proprietary or intellectual property rights of any third party ("Intellectual Property Rights"). Granicus shall indemnify, defend (using counsel acceptable to Client) and hold harmless Client, its Councilmembers, officers, employees and agents, from any and all claims, actions, losses, damages, liabilities, judgments, awards, costs and expenses, including reasonable attorneys' fees and costs, arising out of claims that the software, products, work or deliverables infringe upon or violates the Intellectual Property Rights of others. Client shall promptly notify Granicus in writing if Client becomes subject to any such claims. Client shall, upon Granicus's request, at Granicus's expense and to the extent Client's interests are not adverse to Granicus, provide reasonable assistance to Granicus in the defense of such action. Granicus shall have the sole control of the defense and settlement of such claims (except that any settlement which will adversely affect the financial viability of Granicus must be approved by Client). If the software, products, work or deliverables will become the subject of a claim of infringement or violation of the Intellectual Property Rights of a third party, Client, at its option shall require Granicus, at Granicus's sole expense to: (a) procure for Client the right to continue using the software, products, work or deliverables; or (b) replace or modify the software, products, work or deliverables so that no infringement or other violation of Intellectual Property Rights occurs, if Client determines that: (1) such replaced or modified software, products, work or deliverables will operate in all material respects in conformity with the then-current specifications for the software, products, work or deliverables; and (2) Client's use of the software, products, work or deliverables is uninterrupted and the performance of the software, products, work or deliverables is not impaired thereby. Granicus's obligations under this Agreement will continue with respect to the replaced or modified software, products, work or deliverables as if it were the original software, products, work or deliverables.

2.3 Protection Against Computer Viruses. Granicus understands the importance to the Client of protecting all of its machine-readable data and information from all forms of surreptitious or malicious code, including computer viruses. Granicus shall adopt all current versions of all industry standard testing procedures designed to test for and exclude such surreptitious or malicious code from releases of the licensed software, deliverables and all other services, products and work delivered by Granicus to the Client in the expectation that such software shall be used in connection with any of the Client's computer systems. Granicus represents and warrants that the licensed software, hardware, and any other products, software and work shall be free from any

back door, time bomb, drop dead-device, or other software routing designed to disable a computer program automatically with the passage of time or under the positive control of persons other than the City's personnel.

2.4 Up-Time Guarantee. Granicus represents and warrants a 99.9% up-time guarantee for its hosted services.

2.5 Maintenance Services/Response Times. Granicus represents and warrants that all maintenance services and response times for service will be in accord with the levels and response times set forth below:

(a) Level 1-Emergency. Level 1 problems are total failure of system or frequent intermittent failure that Client cannot consistently rely upon the quality and level of services contemplated by the parties hereto.

Granicus will respond to all Level 1 problems within one (1) hour from notification by City of occurrence.

(b) Level II-Urgent. Granicus will respond to all Level II problems within 24 hours from notification by City of occurrence.

(c) Level III-Non-urgent. Granicus will respond to all Level III problems within three (3) days from notification by City of occurrence.

3. CONTENT PROVIDED TO GRANICUS, INC.

3.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. The Client shall not provide to Granicus, Inc., or permit to be provided to Granicus, Inc., any Content that (a) infringes or violates any third parties' Intellectual Property Rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local or foreign laws, regulations or statutes.

4. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS & SECURITY.

4.1 Content Ownership. The Client shall own all right, title and interest in and to all Content on a worldwide basis, including, without limitation, all CLIENT Intellectual Property Rights relating thereto, (i) with respect to Content captured by cameras or microphones at the venue, at the time such Content is so captured and prior to the time it is transmitted to the computer at the venue and (ii) with respect to all other Content, at the time such Content is transmitted or otherwise provided to Granicus, Inc. pursuant to this Agreement. To the extent that any such Content is protectable by copyright, such Content shall be deemed to be "works made for hire" under the copyright laws of the United States.

4.2 Trademark Ownership and License.

(a) The Client shall retain all right, title and interest in and to its Trademarks, including any goodwill associated therewith, subject to the limited license granted to Granicus, Inc. pursuant to Section 4.2 hereof.

(b) Granicus, Inc. shall retain all right, title and interest in and to the Granicus, Inc. Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 4.2 hereof.

(c) Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 6.1 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

(d) Neither party shall use the other party's Trademarks in a manner that disparages the other party or its products or services, or portrays the other party or its products or services in a false, competitively adverse or poor light. Each party shall comply with the other party's requests as to the use of the other party's Trademarks and shall avoid any action that diminishes the value of such Trademarks.

4.3 Security of Data. Granicus, Inc. will take commercially reasonable efforts to protect and control access to Client Content and will do so using the same duty of care that Granicus would use to protect its own proprietary information and content. However, Granicus, Inc. makes no guarantee and assumes no liability for the security of any of Client Content or other data provided to Granicus, Inc., including any of Client Content or data placed on any servers including "secure servers." Client will be responsible for the creation and protection of username and password. In no event shall Granicus, Inc. be liable for any direct, indirect or other damages arising out of any breach of security or otherwise.

5. MANAGED SERVICES FEES

5.1 Terms of Agreement

(a) Granicus, Inc. agrees to provide the Client the hosting, storage, and bandwidth necessary for the Client to broadcast its content to the Internet for at least three (3) years in accordance with the Granicus Managed Services defined in The Proposal.

(b) The Client agrees to purchase hosting, storage, and bandwidth necessary for the Client to broadcast its content to the Internet for at least one (1) years in accordance with the Granicus Managed Services defined in The Proposal.

5.2 Payment of Maintenance Fees

(a) Upon execution of this Agreement, the Client agrees to pay Granicus, Inc. the first month's Managed Service Fees.

(b) Thereafter, the Client agrees to pay the monthly fees to Granicus, Inc. by the first day of the month a month in advance of services.

5.3 Cancellation of Managed Service Plan

(a) In the event of a cancellation of Managed Services by Client within (12) months from the "live" date, the Client will be responsible for paying the amount due for the remainder of the first year.

(b) Cancellation of Clients Managed Services will also result in the termination of Clients Media Management Software license as described in Section 2.1, however, Granicus will continue to provide to Client licensing, maintenance and other services under this Agreement for a thirty (30) day period from the date of such termination to allow Client to transition its data, information and other services to another service provider or contractor, or to in-source such data, information and services within the Client's own infrastructure.

6. CONFIDENTIAL INFORMATION & OWNERSHIP.

6.1 Disclosure. Granicus understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Granicus may have access to private or confidential information which may be owned or controlled by the Client and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Client. Granicus agrees that all information disclosed by the Client to Granicus shall be held in confidence and used only in performance of the Agreement. Granicus shall exercise the same standard of care to protect such information as a reasonably prudent Granicus would use to protect its own proprietary data. Except to the extent necessary as contemplated by this Agreement, each party agrees not to disclose any Confidential Information to any person and agrees to use its best efforts to prevent inadvertent disclosure of any Confidential Information to any person. Without limiting the generality of the preceding sentence, each party agrees to treat the Confidential Information of the other party with at least the degree of care that such party treats similar information of its own. Each party may disclose such Confidential Information to a court or other governmental authority to the extent that such disclosure is required by governmental order or by law; provided that the receiving party shall notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, specifying in detail the reasons why such disclosure is required, and to allow the disclosing party to use commercially reasonable efforts at the disclosing party's sole expense to (i) cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential, and (ii) to obtain such other protective orders and protections with respect thereto as the disclosing party may reasonably request.

6.2 Use. Each party agrees not to use any Confidential Information for any purpose whatsoever except to the extent necessary as contemplated by this Agreement. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in

connection with such purpose and then only if such Representative is either subject to a written confidentiality agreement that would cover the confidential treatment of the Confidential Information or otherwise subject to fiduciary obligations of confidentiality that would cover the confidential treatment of the Confidential Information.

6.3 Termination of Confidentiality Obligations. The obligations of this Article 7 shall terminate with respect to any particular portion of the Confidential Information when receiving party can prove by appropriate documentation that such Confidential Information (a) was previously known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (b) was already in the public domain at the time of the disclosure thereof, or (c) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof.

7. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

7.1 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES REGARDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 Limitation of Liability. WITH THE EXCEPTION OF ANY INFRINGEMENT BY GRANICUS OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AS SET FORTH IN SECTION 2.2., non-protections against computer viruses or back-door devices set forth in Section 2.3, or the non-protection against disruption of services set forth in Section 5.3 (c) ABOVE OR AS SET FORTH IN SCHEDULE A-1 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for one (1) years after the date hereof. This Agreement may be extended for additional 3 terms of (1) one year each, upon the written request of Client either party at least 30 days' prior to the date of the end of the initial term and any such additional one (1) year extension of this Agreement.

8.2 Termination. This Agreement may be terminated, in whole or in part, pursuant to the following terms and conditions:

- (a) by mutual written consent of the parties hereto;
- (b) by either party if there has been a material default or breach on the part of the other party in any of its representations, warranties, covenants or obligations contained in this Agreement and such default or breach is not cured within 90 days following written notice from the non-breaching party;

8.3 Obligations Upon Termination. Upon any termination of this Agreement, the following shall apply:

(a) The parties shall remain responsible for any payments that have become due and owing as of the effective date of termination.

(b) The provisions of Articles 5.3 (b), 6 and 7 hereof (together with all other provisions that reasonably may be interpreted as surviving termination of this Agreement) shall survive termination of this Agreement and continue in full force and effect.

(c) Except as provided in Article 5.3 (b) and 8 hereof, no party shall have any liability upon any termination of this Agreement.

9. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Granicus shall be, and is, an independent contractor, and is not an employee of the City. Granicus has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Granicus in the performance of Granicus's services hereunder. Granicus shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Granicus's own acts and those of Granicus's subordinates and employees. Granicus will determine the method, details and means of performing the services described in Schedule A.

b. Granicus's Qualifications

Granicus represents that Granicus has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. This means Granicus is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Granicus has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Granicus shall complete Schedule M ("Independent Contractor Questionnaire"), attached hereto.

c. Payment of Income Taxes

Granicus is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Granicus for services under this Agreement. On request, Granicus will

provide the City with proof of timely payment. Granicus agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Granicus's failure to comply with this provision.

d. Non-Exclusive Relationship

Granicus may perform services for, and contract with, as many additional clients, persons or companies as Granicus, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Granicus will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Granicus necessary to the performance of Granicus's duties under this Agreement.

g. Extra Work

Granicus will do no extra work under this Agreement without first receiving prior written authorization from the City.

10. Agents/Brokers

Granicus warrants that Granicus has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Granicus working solely for Granicus, to solicit or secure this Agreement, and that Granicus has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Granicus shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without

such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Granicus for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Granicus to assist Granicus in generating publicity for the project funded pursuant to this Agreement. Granicus further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Conflict of Interest

(a) Granicus

The following protections against conflict of interest will be upheld:

- (1) Granicus certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- (2) Granicus certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- (3) Granicus shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Granicus.
- (4) Granicus warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Granicus shall exercise due diligence to ensure that no such official will receive such an interest.

- (5) Granicus further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Granicus to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Granicus or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500 in the previous 12 months, or value of the gift totaled more than \$350 the previous year. Granicus agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Granicus's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- (6) Granicus understands that in some cases Granicus or persons associated with Granicus may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Granicus further understands that, as a public officer or official, Granicus or persons associated with Granicus may be disqualified from future City contracts to the extent that Granicus is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- (7) Granicus shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b) No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

(c) Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Granicus understands and agrees that, if the City reasonably determines that Granicus has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Granicus to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Granicus is responsible for the conflict of interest situation.

14. Non-Discrimination/Equal Employment Practices

Granicus shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Granicus agrees as follows:

- (a) Granicus and Granicus's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) Granicus and Granicus's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Granicus that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- (c) If applicable, Granicus will send to each labor union or representative of workers with whom Granicus has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Granicus's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15. Americans With Disabilities

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its contractors comply with their ADA obligations and verify such compliance by signing the Declaration of Compliance incorporated herein as Schedule C-1.

16. Local and Small Local Business Enterprise Program (L/SLBE)

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant (s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.
- b. *Good Faith Effort*-In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. *Incentives* - Upon satisfying the twenty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *Banking* - The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.
- e. *The Exist Report and Affidavit (ERA)* - This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the City Manager's Office of Contract Compliance & Employment Services along with a copy of the final progress payment application.
- f. *Joint Venture and Mentor Protégé Agreements*. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request .

- g. Granicus shall submit information concerning the ownership and workforce composition of Granicus's firm as well as its subcontractors and suppliers, by completing **Schedule D** ("Professional Services Questionnaire"), **Schedule E** ("Project Consultant Team"), and **Schedule F** ("Employment Questionnaire"), attached and incorporated herein and made a part of this Agreement.
- h. All affirmative action efforts of Granicus are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Granicus to hire and/or contract with the individual or entity in question.
- i. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Manager will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

17. Other Applicable Ordinances:

(a) Living Wage Ordinance

This Agreement is subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000.00 or more, or if it is amended to increase the contract amount by \$25,000.00 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Granicus provide the following to its employees who perform services under or related to this Agreement:

- (1) Minimum compensation - Said employees shall be paid an initial hourly wage rate of \$9.45 with health benefits or \$10.87 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. (Effective July 1,

2001 the hourly wages will be \$9.13 per hour with health benefits and \$10.50 per hour without.)

- (2) Health benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Granicus shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- (3) Compensated days off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- (4) Federal Earned Income Credit (EIC) - Granicus shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- (5) Granicus shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- (6) Granicus shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- (7) Reporting - Granicus shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Granicus shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding.

Granicus shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

- (8) Granicus shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Granicus shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

(b) Equal Benefits Ordinance

- (1) This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations.
- (2) Entities which enter into a "contract" with the city for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the city or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the city in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.
- (3) The Ordinance shall only apply to those portions of a contractor's operations that occur (A) within the city; (B) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (C) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor
- (4) The equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1 - Equal Benefits-Declaration of Nondiscrimination**.

(c) Nuclear Free Zone

Granicus represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form"), that Granicus is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Granicus shall complete **Schedule P**, attached hereto.

18. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Granicus must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

19. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Granicus must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.

20. Indemnification

- (a) General Indemnification. Granicus shall indemnify, hold harmless, and (at City's request with Counsel acceptable to City), defend City, its Councilmembers, directors, officers, employees, agents, servants, and independent contractors (each of which persons and entities are collectively referred to herein as "Indemnitees") from any and all actions, causes of actions, claims, injuries (including, without limitation, injury to or death of an employee of Granicus or any of its structures), liabilities (of every kind, nature and description), losses, demands, debts, liens, obligations, judgments, administrative fines, damages, (incidental or consequential) costs, expenses, and attorneys' fees (collectively referred to herein as "Actions") caused by or arising out of:
 - (1) a breach of Granicus's obligations, representations or warranties under this Agreement,
 - (2) any act or failure to act in the course of performance by Granicus under this Agreement,
 - (3) any negligent (passive or active) or willful acts or omissions in the course of performance by Granicus under this Agreement,
 - (4) any claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Granicus;
- (b) Proprietary Rights Indemnity. Granicus shall indemnify, defend, save and hold harmless Indemnitees from any and all Actions arising out of claims that the software, products, work or deliverables infringe upon or violates the Intellectual Property Rights of others. If the software, products, work or deliverables will become the subject of an Action or claim of infringement or violation of the Intellectual Property Rights of a

third party, City, at its option shall require Granicus, at Granicus's sole expense to: (1) procure for City the right to continue using the software, products, work or deliverables; or (2) replace or modify the software, products, work or deliverables so that no infringement or other violation of Intellectual Property Rights occurs, if City determines that: (A) such replaced or modified software, products, work or deliverables will operate in all material respects in conformity with the then-current specifications for the software, products, work or deliverables; and (B) City's use of the software, products, work or deliverables is not impaired thereby. Granicus's obligations under this Agreement will continue with respect to the replaced or modified software, products, work or deliverables as if it were the original software, products, work or deliverables uninterrupted and the performance of the software, products, work or deliverables is it were the original software, products, work or Deliverables.

- (c) For the purposes of this Section 35, the term "Granicus" includes, without limitation, Granicus, its officers, directors, employees, representatives, agents, servants, subconsultants, and subcontractors.
- (d) Granicus acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which potentially falls within this indemnification provision, which obligation shall arise at the time an Action is tendered to Granicus by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Granicus's liability under this Agreement shall not apply to any Action arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- (e) City shall give Granicus prompt written notice of any Action and shall fully cooperate with Granicus in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests. Notwithstanding the foregoing, City shall have the right, if Granicus fails or refuses to defend City with Counsel acceptable to City, to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold payments due Granicus in the amount of reasonable defense costs actually incurred. In no event shall Granicus agree to the settlement of any claim described herein without the prior written consent of City.
- (f) All of Granicus's obligations under this Section 35 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- (g) The indemnity set forth in this Section 35 shall not be limited by the City's insurance requirements contained in Schedule B hereof, or by any other provision of this Agreement.

21. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

22. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

23. Business Tax Certificate

Granicus shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

24. Miscellaneous

24.1 Assignment; Successors and Assigns. Neither this Agreement nor any rights or obligations herein may be assigned by either party, by operation of law or otherwise, without the written consent of the other party; provided, however, that, without the consent of the Client, Granicus, Inc. may assign this Agreement in connection with a merger, consolidation, assignment, sale or other disposition of substantially all of the assets or business relating to the portion of the Granicus, Inc.' operations that is the subject of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and permitted assigns.

24.2 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. No failure or delay by either party in exercising any right or remedy under this Agreement shall waive any provision of this Agreement nor shall any single or partial exercise by either party of any right or remedy under this Agreement preclude either of them from otherwise or further exercising these rights or remedies or any other rights or remedies granted by any law or any other document.

24.3 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to the conflict of laws provisions of any jurisdictions. Any legal proceeding related to this Agreement shall be brought in an appropriate Oakland, Alameda County, California court, and each of the parties hereto consents to the exclusive jurisdiction of that court for this purpose.

24.4 Construction. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is to any extent invalid under applicable law in any jurisdiction, that

provision shall still be effective to the extent it remains valid. The remainder of this Agreement also shall continue to be valid, and the entire Agreement shall continue to be valid in other jurisdictions.

24.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

24.6 Entire Agreement. This Agreement supersedes all previous and contemporaneous oral negotiations, commitments, writing, and understandings among the parties hereto concerning the matters in this Agreement.

24.7 Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be hand delivered or sent by registered first-class mail, postage prepaid or by overnight courier service. Such notices or other communications shall be effective upon receipt if hand delivered, and *ten (10)* business days after mailing (or, for overnight courier, the number indicated in the mailing instructions) if sent, in the case of the Client, to the address set forth below and, in the case of Granicus, Inc., to its principal executive offices to the attention of the Chief Executive Officer, or at such other address for a party as may be specified by like notice.

24.8 Specific Performance; Remedies Cumulative. The parties acknowledge that a breach of this Agreement shall result in irreparable and continuing damage and cannot be adequately compensated for by money damages and agree that specific performance is an appropriate remedy for any breach or threatened breach hereof. Accordingly, in addition to any other remedies available to a party at law, in equity or by statute, the parties (a) consent to the issuance of any injunctive relief or the enforcement of other equitable remedies against it (without bond or other security) to compel performance of any of the terms of this Agreement, and (b) waive any defenses thereto, including without limitation, the defenses of failure of consideration, breach of any other provision of this Agreement, and availability of relief in damages. All remedies, whether under this Agreement, provided by law, or otherwise, shall be cumulative and not alternative.

24.9 Mediation and Arbitration. If any dispute, controversy or claim arises under this Agreement, the parties shall negotiate in good faith to settle the matter. If the parties are unable to resolve the matter within a reasonable time, the parties shall submit the matter to mediation by a trained mediator approved by both parties, the cost of which shall be shared equally by the parties. Any dispute, controversy or claim arising under this Agreement not resolved through mediation within a reasonable period of time (not to exceed 90 days) shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement by a single arbitrator appointed in accordance with such Rules. The appointing authority shall be the American Arbitration Association. The parties shall share the costs of any arbitration equally, unless the award of the arbitrator provides otherwise. The arbitrator's award shall be non-appealable and enforceable in any court of competent jurisdiction. The place of mediation or arbitration shall be Oakland, Alameda County, California. Nothing in this Section 9.9 shall preclude any party from seeking injunctive relief or other equitable remedies (whether prior to or during such mediation or arbitration) if necessary to protect the

interests of such party.

24.10 Inspection of Books and Records/Right to Audit

- (a) During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Granicus shall maintain financial and operational records related to this Agreement or to any other agreement with Client. Granicus shall make all books and records open to inspection by the governing agency, (the Client's) City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Oakland for the period of this contract and for a period of four years after the close of each contract year.
- (b) During the Audit Period, Granicus hereby grants to City or its designee(s), upon one (1) days prior notice to Granicus, access to and the right to make copies of any of Granicus's books, statements, documents, papers or records ("Financial Information") which arise from or relate to the terms and conditions of this Agreement and the performance of any services pursuant to this Agreement, or any other agreement between the parties, in order to permit the Client's City Auditor to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as "Audit or Audits"). Granicus authorizes the Client's City Auditor or his designee to obtain such information directly from these sources. Client's right to Audit and to make copies shall apply whether such Financial Information is located at Granicus' offices or at Granicus' banks, financial institutions or lenders, or at the offices of Granicus' financial consultants, accountants or bookkeepers. For the purposes of such Audit, Granicus waives its right to the confidentiality of all Financial Information and Granicus authorizes the Client's City Auditor or its designee(s) to access, obtain and make copies of Financial Information directly from Granicus' banks, financial institutions or lenders, or from Granicus' financial consultants, accountants or bookkeepers.
- (c) Such Audits may be performed by Client's City Auditor through its employees or by its designees including, without limitation, a third party auditor retained by Client's City Auditor. Client's right to Audit under this Section 9.10 is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.
- (d) If any Audit of Granicus' invoices or other records reveals any variance from any invoice to Client, then: Granicus shall immediately refund any excess payment or funds received from Client. In addition, if any Audit reveals any variance from any invoice or funds received from Client in excess of one-half percent (.5%) of the amount shown on such invoice or the amount of funds actually due to Granicus by City, Granicus shall immediately reimburse Client for all costs and expenses incurred in conducting such Audit. Failure to pay such variance and the cost of the

Audit as required herein shall constitute a material breach of the Agreement by Granicus and will subject Granicus to termination of the Agreement by Client and to a breach of contract claim for damages by Client.

24.11 Right to Offset

All claims for money or to become due from Client shall be subject to deduction or offset by Client from any monies due Granicus by reason of any claim or counterclaim arising out of this Agreement or any Purchase Order, Change Order, or Change Notice or any other transaction with Granicus. To the extent that there are amounts due to the Client and to a state or federal funding agency, and the amount of the offset is insufficient to pay such amount in full, the amount of the offset shall be prorated between the Client and such state or federal funding agency in proportion to the amounts due them.

25. DEFINITIONS

In addition to the capitalized terms otherwise defined herein, the following additional capitalized terms shall have the meanings set forth below, unless the context clearly otherwise requires:

25.1 “Confidential Information” shall mean all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, programs, software, inventions, processes, know-how, chip designs, mask works, designs, drawings and any other documentation), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, in all types of disks, diskettes, computer memory or storage or other media, or by drawings or inspection of physical items, and whether or not modified or merged into other materials); provided, however, that the term “Confidential Information” shall not include the Content that is intended to be published on the Website.

25.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus, Inc.

25.3 “Granicus Solution” shall mean the product specified in Client’s proposal henceforth identified as Proposal hereto.

25.4 “Equipment” shall mean the hardware components of the Granicus Solution.

25.5 “The Proposal” shall mean the document which specifies the Products or Services the Client chooses to utilize from Granicus, Inc.

25.6 “Media Management Software” shall mean all software included with the Granicus Solution including but not limited to the web application used to administer

streaming media.

25.7 “Intellectual Property Rights” shall mean all right, title and interest in and to any and all intellectual property rights throughout the world, including, without limitation, any and all patents, patent applications, copyrights, copyright applications, moral rights, trademarks, trade secret rights, rights to know-how, inventions and algorithms, and any and all similar or equivalent rights throughout the world.

25.8 “Losses” shall mean demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, arbitrations, assessments, fines, penalties, judgments, losses, damages (including diminution in value), liabilities, obligations, and any costs and expenses, including without limitation interest, penalties, investigative costs and reasonable attorneys’ fees.

25.9 “Representatives” shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

25.10 “Trademarks” shall mean, with respect to each party to this Agreement, all trademarks, trade names and logos of such party listed on Exhibit C attached hereto and any other trademarks, trade names and logos that such party may specify in writing to the other party from time to time.

25.11 “Client Website” shall mean, collectively, the web site of any Granicus, Inc. client that is hosted by Granicus, Inc.

25.12 “Managed Services” shall mean monthly fees paid to Granicus, Inc. by Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance and monitoring.

25.13 “Live” shall mean the time at which “Managed Services” are activated and monthly billing begins.

25.14 “Revocable” shall mean that Client’s right to use or access the media management software shall be annulled because Client has either discontinued their use of a Granicus Managed Services program, failed to pay any Granicus fees for more than 30 days, or breached the terms of this contract.

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

SO AGREED:

City of Oakland,
a municipal corporation

Granicus, Inc.

Cheryl Ashman 8/16/06
(City Administrator's Office) (Date)

Tom Sympson
(Signature) (Date) 8-14-06

[Signature] 8/14/06
(Department Head Signature) (Date)

3476138
Business Tax Certificate No.

Approved as to form and legality:

79830
Resolution Number

[Signature] 8-9-06
(City Attorney's Office Signature) (Date)

Granicus Inc. Support Information

Address:

Granicus
28 2nd St. suite 400
San Francisco, CA 94105

Phone:

Direct (8:00am to 6:00pm Pacific time): 415-357-3618
Toll Free (8:00am to 6:00pm Pacific time): 877-889-5495
On-call Technical Support (available 24 hours, 7 days a week): 415-637-0520
Fax: 415-522-5215

Web:

Site: www.granicus.com
Email: support@granicus.com

SCHEDULE A-1

Acceptance Testing/Liquidated Damages Provisions

I. ACCEPTANCE TESTING

The parties agree that all deliverables under this Agreement will be subject to the following Acceptance Test procedures.

- (a) Acceptance Tests. The following acceptance test procedure shall apply to each deliverable due from Granicus under this Agreement.
 - (1) Granicus shall give Client written notice when each deliverable implementation is completed and ready for Client's acceptance test. This notice shall include a copy of the acceptance test procedure used by Granicus and the test results.
 - (2) Client shall have ten (10) business days after receipt of Granicus's notice to determine if the deliverables functions and successfully meets Client's acceptance test (the "Acceptance Test"). The Acceptance Test shall consist of the tests specified in **EXHIBIT A** in addition to any other tests agreed upon in writing by the parties, including, without limitation, availability and response time testing. If the deliverable successfully meets Client's Acceptance Test, in Client's sole judgment, Client shall notify Granicus in writing within five business (5) days after completion of the Acceptance Test that deliverable shall be deemed to be accepted by Client.
 - (3) If Client disapproves of the Acceptance Test results, Granicus shall have five business (5) days after receipt of Client's notice of disapproval to make any applicable corrections and provide Client with a written certificate that deliverable is ready for a second Acceptance Test. Client shall have ten (10) days after receipt of the second notice to conduct the second Acceptance Test and either: (1) approve the Acceptance Test results and notify Granicus that the release, phase or deliverable is accepted ("Final Acceptance"); or (2) disapprove the Acceptance Test results and specify in written detail the manner in which the Acceptance Test results are unsatisfactory. If Granicus does not make the applicable corrections within three business (3) days, Client may terminate this Agreement, unless a greater period of time is agreed upon in writing by the parties in which case, the Client reserves the right to terminate this Agreement if Granicus does not make the applicable corrections within the extended time period in accord with (4) below.
 - (4) This process shall continue until the Acceptance Test is approved and the release, phase or deliverable is accepted by Client, except that if Client disapproves of the results of the second or

any further Acceptance Test, or upon re-delivery of revised or corrected version of any deliverable, such deliverable fails to substantially conform with the service and/or specifications required under this Agreement, or fails to materially conform with the applicable delivery schedule then, notwithstanding any other provision of this Agreement, Client shall have the option, at its sole discretion and without limitation of Client's other remedies, to either: (A) terminate this Agreement, in which case Client shall retain all of its rights and remedies and Granicus shall deliver all of its work-in-progress to Client; or (B) notify Granicus to continue its corrections and Final Acceptance re-testing, subject to the provisions of this Section. If Client terminates the Agreement under option (A) above, then: (i) Granicus shall, within thirty (30) days after termination, refund to Client all fees paid by Client to Granicus under the Agreement through the date of termination; or (ii) Client shall have the right to supply, correct or complete the services or deliverable and deduct from any payment due to contract hereunder an amount equal to the expenses and cost incurred to the Client to supply, correct or complete such release, phase or deliverable including, without limitation, any compensation provided to any third parties employed or retained by the Client for such purposes, or (iii) Client shall return Granicus's Intellectual Proprietary Information to Granicus upon receipt of the refund referred to above and neither party shall have any further obligation under this Agreement, except as otherwise provided in this Agreement.

- (b) The parties further agree that any failure by Client to discover and notify Granicus of defects within the Final Acceptance testing period or thereafter shall not negate any of Granicus's representations or warranties, nor waive any of Client's rights or remedies. Notwithstanding Final Acceptance and payment, Granicus shall remain liable for latent defects, fraud, or such gross negligence as amounts to fraud. Nothing contained in this Agreement shall relieve Granicus in any way from the obligations of testing, inspection, and quality control.

During the term of this Agreement, Granicus shall correct all errors, bugs and failures of the deliverables, software, Equipment, work and other services or programs provided to Client by Granicus under this Agreement in a manner that the deliverables, software, work and services will conform to the specifications and requirements of the Client at no charge to the Client.

II. LIQUIDATED DAMAGES

Liquidated Damages for Delay in Services

- (a) Schedule of Liquidated Damages. Client and Granicus recognize that time is of the essence of this Agreement and that Client will suffer financial loss in the form of contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the deliverables, services, and/or work is not completed by

Granicus within the respective times specified in this Agreement, plus any extensions thereof allowed in accordance with this Agreement. Granicus and Client agree that because of the nature of the deliverables, services and work as provided by this Agreement, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Client because of a delay in the timely delivery of such services. Accordingly, Client and Granicus agree that Granicus shall pay Client the following liquidated damages measures:

- (2) Problem Level/Response Times as set forth in Section 2.5 of this Agreement. For failure to respond to Level 1 Problem in timely manner: \$50.00 per hour. Level II \$50.00 per hour past the 24 hour response time required. Level III \$50.00 per hour past the response time required.
 - (3) UpTime Guarantee. \$100.00 for each hour that the services, deliverables, software or equipment does not meet the Uptime Guarantee as described in Section 2.4 of the Agreement which does not include scheduled maintenance.
- (b) Measure of Liquidated Damages. These measures of liquidated damages shall apply cumulatively and shall be presumed to be, except as provided below, the damages suffered by Client resulting from delay in completion of the Services.
- (c) Scope of Liquidated Damages. Liquidated damages for delay in providing or completing Services, accepted Deliverables or achieved Milestone shall only cover administrative cost, consultant cost, overhead, suffered by Client as a result thereof. Liquidated damages shall not cover (and Granicus shall be responsible• for) the cost of completion of the deliverables, services, or work, lost revenues, damages arising out of or connected with defective deliverables, services, work or unaccepted deliverables or work, or unachieved Milestones, costs of cover or of substitute or temporary hardware, software or other facilities, or damages suffered by others who then seek to recover their damages from Client (for example, delay claims of other contractors, subcontractors, or other third-parties), and defense costs thereof and other costs

Project Implementation Timeline

Granicus is pleased to begin a promising and successful relationship with The City of Oakland. To begin the process, we have outlined a timeline to ensure the efficient and organized implementation of your Granicus solution.

1. The City of Oakland delivers signed proposal and service contract to Granicus
2. Full purchase order is issued by The City of Oakland.
3. On site installation project plan completed by Granicus & the City of Oakland.
4. Hardware built, configured and tested by Granicus engineers
5. Granicus in conjunction with the City's Webmaster will complete the website Integration
6. The City of Oakland completes onsite installation and Granicus provides onsite training.
7. The City of Oakland completes two-day solution testing and final implementation sign off.
8. The City of Oakland releases remaining project funds to Granicus.

Professional Services Description

Configuration:

Configuration of Granicus hardware includes the assembly of all server and encoder components. Base operating systems are installed on Granicus or client supplied hardware. The hardware and software is optimized for streaming media applications. Granicus software is then installed and initial configuration and testing is performed.

Web Site Integration:

Web site integration includes incorporating the public components of the Granicus Media Management™ software into the client's website, matching the look and feel, and integrating the navigation. This service also includes the custom design of a client specific pop-up video player, or skin, and a custom agenda parser to increase indexing quality and efficiency. In addition, our MinutesMaker feature can be customized to provide automatic generation of cross-linked meeting minutes to meet your specific needs.

Onsite Installation & Training:

Onsite installation of hardware at client's location includes configuration of: analog audio and video feeds to the encoder, Internet and LAN connectivity, configuration of firewalls and proxies, all hardware with power and backup power supplies, and final system configuration with the Granicus Media Center. Once the system is up and running Granicus' engineers finish the setup by tuning the audio and video remotely. A training session concludes the onsite visit.

Once the system is installed, our engineers will remotely monitor your equipment to assure that it is continually operating to original specifications.

Granicus MediaManager™ Software

Granicus MediaManager™ consists of proprietary web-based software tools designed to efficiently organize and manage your streaming content. These tools put the control of broadcast activity, user account management, live event management, and usage reporting in your hands.

The software has been broken up into four segments to meet the unique needs for a variety of local government agencies. These three components are: 1) Media Manager™ - Basic, 2) MediaManager™ - Enterprise, and 3) MediaManager™, - MinutesMaker. Each of these components are described in detail below. MediaManager™ - Basic is the foundation technology of every solution and is required before adding the Enterprise or MinutesMaker software modules.

MediaManager™ Basic

Public Site:

Our solution includes several pages for your Internet users to access on-demand media and live broadcasts. Users will use these pre-built pages to search out specific footage, and jump to specific events within your audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. This functionality substantially increases the convenience of access to and use of meeting archives. Around these core pages you can instantly control user access using a registration and log in system. All public web pages are seamlessly integrated into your current website, so that the look and feel of your site remains consistent. The MediaManager - Basic software license allows for one custom build archiving listing page, and one video skin. By adding MediaManager™ - Enterprise you will have the ability to create and customize an unlimited number of public pages by utilizing our templates and views tools. See MediaManager™ - Enterprise for more information.

Protected Administration Site:

As a client of Granicus, you will have access to a web based administrative site that will allow you to create and manage archives, schedule and index live events, link documents and minutes of meeting to the video, view real time usage reporting, and configure content distribution. You will also have access to a series of video editing tools that can be used to enhance your on-demand content once it has been broadcasted or encoded.

- **Media Acquisition tools** give you the ability to add audio and video content to your content library from a variety of sources. Utilizing the Granicus Outcast™ encoder, live events can be simultaneously broadcast and archived to the library easily and directly through the live event manager. During a broadcast you can add times stamped data, such as agenda item indices or slides, allowing you to create rich multimedia presentations. You are also given a simple media import tool that can be used to import any pre-encoded content from your desktop into your archive listing. Finally, the Granicus Outcast™ encoder, which is included with MediaManager™ - Basic, can be used to encode your analog video by replacing the live signal with that of a standard video playback device such as a standard VCR or DVD player. In this scenario, the same capture tools for managing a live broadcast can be used to make your valued offline content available online. Granicus also offers in house from encoding from VHS or DVD as part of our professional services.
- **Automatic Live Event Scheduler and Archive Publishing** - Live events, such as City Supervisors meetings, can be easily scheduled to be both broadcast live and archive through the Granicus Live Event Manager. By utilizing this tool, the City will not require staff time or technical assistance to start, stop or archive their live events. Archives are automatically transferred from the Granicus OutCast™ encoder to the Granicus

MediaCenter™ and automatically published the City's web site. These features substantially decrease the need for staff time to manage content creation and publishing to the City's web site.

- **Media Clip Administration** provides clients the tools to create, edit, delete, index, trim and merge digital video clips. Once the media is in the archive library you can utilize indexing tools that allow you to set multiple "Jump To" points into the video, providing your end user the ability to easily navigate your streaming content. Various other editing and organizational tools allow you to modify your archives and add to the searchable Meta data associated with each archive.
- **Meeting Agenda Parser** allows the City to index its video archives based on agenda item titles, by automatically pulling the agenda item titles and descriptions from the City's agenda and loading them into the Granicus MediaManager™. These agenda item titles are then loaded into the live event manager, which allows you to index your video in real time by simply clicking on an agenda item title and pressing enter when the council or board begins discussing that issue. Other solutions, if they offer indexing, force you to manually retype and load the text for each agenda item. The Agenda Parser feature assures quality indexing and substantially decreases the staff time need to create indices.
- **Searchable Indexes** - Audio and Video archives, which are viewable over the Internet, can be easily indexed with multiple jump points through the Granicus MediaManager™ software. These indexes allow users to jump directly to the specific point in the City's audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. For example a key word search on "Water" will return to the user a direct link to all of the audio/video archives, which discuss water usage in the City. This functionality substantially increases the convenience of access to meeting archives.
- **Searchable Closed Captioning** - The Granicus solution supports the use of closed captioning, and the association of the captioning with the streaming media. Captions are viewable during live and archived streaming for full ADA compliance. For archived meetings the captions can also be searched by key words allowing the user to jump to the appropriate point in the video archive. In addition captions can also be used to create a transcript for a particular agenda item through the Granicus MediaManager™ Software.
- **Document Management** enables documents to be manually loaded and linked to video archives and directly associated to the appropriate agenda items, resulting in a searchable archive that includes both the audio/video record of your meeting and the staff reports or other documents that were used during the meeting. Cross-linking documents and audio/video archives provide the most comprehensive records archive system available. To improve the efficiency of integrating and linking your meeting documents with your meeting audio / video see the Document management Integration option included with MinutesLinker™.
- **CD Download with Indexing** - Audio/Video Archives can be quickly downloaded and burned to CD by any administrator of the Granicus solution. The CD download also includes the agenda item indexing information so users of the CD can still jump directly to the agenda items they are interested in. This tool conveniently provides offline copies of your meetings for those citizens without Internet access.
- **Media Delivery** subsystems, such as the Granicus StreamReplicator™ and MediaVault™, maximize your existing infrastructure investment by allowing you to deliver content using local storage and bandwidth when appropriate. These systems function transparently as

part of the Granicus solution, and complement the robust delivery architecture at the Granicus MediaCenter™. No special training is required to operate these devices as they function autonomously and are controlled by Granicus MediaManager™ software.

- **Summary Reports** provide you with detailed usage reports concerning: streaming requests, average user bandwidth, outbound bandwidth, content popularity, and media storage usage.

MediaManager™ - Enterprise

- **User/Group Administration** provides clients with the tools to set login and registration requirements and create new user accounts. Tools are also provided to manage and utilize the account information for registered users and export valid e-mail addresses into a quick mailing list. Most importantly, the group management tools allow you to categorize your media library, automatically limiting a users access to those clips that you specifically made available to them. By creating group administrators who control certain clips and managing users accounts, you can distribute the responsibility of managing your media library.
- **Access Control** - Access control for content and groups of content allows you to define exactly who can access what content and from where. Access control can be based on IP address, username/password or both.
- **Complete Template Language** - The Granicus MediaManager™ software uses a tag-based template language to display all published content. This allows you to finely control the look and feel of your video and video-related pages, and does not restrict your layout like a header/footer based publishing system would. By utilizing the Granicus MediaManager™ - Enterprise license you can create and edit an unlimited number of publishing templates. These templates can be easily managed through our HTML editor by your webmaster.
- **Views System** - The views system is the counterpart to the template language. The Granicus MediaManager™ software allows you to publish video archives and a list of upcoming live broadcast to the web by creating views. To create a view you simply select the appropriate template and specific content you would like to have published. For example, a City may want to publish all of its City Council archives and the upcoming live broadcast of the City Council meeting on one webpage. To do this simply select the City Council archive folder and City Council event and then select the appropriate template. This will generate an HTML webpage with the appropriate look and feel and content. Link this page into your existing website and your ready to go.

EXHIBIT A: Validation of Granicus Installation

Outcast Encoder:

1. Create camera entry in MediaManager.
2. Supply private/public IP address(es) to the encoder plus the accurate identifier, i.e. encoder1.
3. Check camera entry in MediaManager: encoding status=encoding, record status=stopped.
4. Check sysmon for error messages and alerts.
5. Check that video and audio stream is successful
6. Check for no extra spaces in the camera entry in MediaManager
7. Verify that Granicus Encoder and Monitoring services are running on the encoder
8. Verify Windows Audio Service is running and set to auto-start.
9. Verify that ASP.NET is registered in IIS
10. Verify that ASP.NET is running on IIS on the Encoder
11. Check ASP.NET is turned ON in IIS web extensions Tab
12. From admin-101, telnet to the encoder's routable IP on port 8080.
13. Check port 5900 as well for VNC access
14. Remote to mediaserver-103, find the client publishing point in the Windows Media Services. Click on the 'Source' Tab and change the source IP to the encoder's routable IP address. Example <http://208.52.33.5:8080>

Quality of Audio and Video Stream:

1. Start->Program files->Osprey capture card->Video control panel. By default, it's selected as a composite input, select s-video radio button if using s-video. Slider controls can be used to adjust brightness, contrast, hue, etc.
2. Start ->Control Panel->Sounds and Audio->audio tab->Sound Recording->Volume button -> select input type: XLR (balanced) or RCA (unbalanced) checkbox and use slider bars to adjust volume level.

MediaVault Configuration:

1. Click on Servers tab in MediaManager, create a new server entry. Server name= server identifier. i.e. newportbeach-01. Control port and load balancer should not be changed. Firewall compatible mode means file can sync through the firewall.
2. Set up the interfaces for the MediaVault. The IP address is the physical address of the MediaVault NIC. The IP subnet is the routable (public) IP address the client owns that traffic can be routed through.
3. If the MediaVault status in SysMon is stopped or not checking in, restart the Granicus service.

4. If files are not transferred to Gstore directory, try to manually FTP a file to the MediaVault. Use the get command to pull a file off a mediaserver. If you can transfer a file, move on to next solution. If not, communicate with the client that the MediaVault needs FTP 'get' and 'put' (MediaVault initiates inbound and outbound FTP traffic) to the Granicus DataCenter. The Outcast Encoder needs FTP 'put' (active or passive) to the MediaVault/Data Center (207.7.154.0/24 port 21)
5. Verify IIS, FTP, and ASP.NET are installed and verify that the www directory is mapped to the gstore directory.

StreamReplicator Configuration:

1. Just like the MediaVault, click on the Servers tab in MediaManager The Replicator login is the Windows User account used by the StreamReplicator
2. If the StreamReplicator is installed on different hardware than the MediaVault, follow the same installation procedure as described above. (interfaces)
3. Validate internal user directed to the StreamReplicator publishing point: From the StreamReplicator server, open up a live encoder session in MediaManager. Open up the Windows Media Services interface and click on the encoder publishing point. Validate that there is at least 1 current unicast connection
4. If Publishing Point not installed in Windows Media Services, restart the Granicus StreamReplicator service

Verification of Granicus MediaManager and Daystar's Legistar:

1. Upon Agenda Export in Daystar, the Agenda is sent into the Granicus System.
2. Also upon Agenda Export in Daystar, a URL is sent to the Granicus SDK, with the location of the published agenda PDF in Daystar's InSite.
3. The A/V Group will take on the responsibility of recording the Index points into the Granicus system, not the Clerk's Office, and the Clerk's Office will continue to utilize Daystar to record meeting minutes.
4. Upon Minutes Publish in Daystar, a URL is sent to the Granicus SDK, updating the archive with a link to the location of the Minutes PDF published to InSite.
5. There will be a listing of all Meetings in Daystar InSite, and those meeting ids will be stored in the Granicus System, to accommodate adding a "Video" link next to each meeting in InSite. When the public clicks on the Meeting Video link in InSite, the link will send the Meeting ID to Granicus, and Granicus will return the link to the Video for that meeting.
6. For upcoming meetings, Daystar will need to add a "Watch it now" link to InSite, taking the public directly to the live video page.



568 Howard Street, Ste 300, San Francisco, CA 94105 415.357.3618

11/20/2006

To: The City of Oakland
Damaris Sambajon
Project Manager
Via email

Damaris,

Granicus looks forward to developing a successful long-term relationship with The City of Oakland. By selecting Granicus as your streaming media solution provider, you will greatly improve external and internal access to your public meetings. These meetings will be available live over the Internet, and as searchable archives that can be used for efficient long-term record keeping. Streaming with Granicus improves public access beyond what can be provided through cable broadcast. The availability of searchable archives allows a section of any meeting to be retrieved at anytime using a simple keyword search. In addition, documents like staff reports, agenda's, and minutes can be synchronized and linked to your audio and video archive all of which will be available through the City's web site.

While public meeting broadcasts are a compelling and popular use of your Granicus solution, your system can be used by all City departments to present video content internally or externally over the web. Other cities use the Granicus solution to deliver public education content, public service announcements, and video on demand training.

The Granicus solution delivers the functionality desired by The City of Oakland, and does it in a way that minimizes the overall cost. Our proposed solution integrates with your current infrastructure and audio video equipment instead of replacing or duplicating it. Additionally, the storage and distribution of your streaming content is offloaded to the Granicus Media Center eliminating your need to invest in additional dedicated bandwidth and servers, which are necessary to support streaming. By automating processes that would normally be done manually the Granicus MediaManager™ software also minimizes the impact streaming has on staff time, and eliminates the need for the IT staff to be on hand during meetings. Agenda items can be indexed in real time, and archives are automatically published to the City's web site minimizing the involvement of your Webmaster. Because meeting archives are readily available on the Internet, the need for the clerk's office to retrieve and prepare meeting records will also diminish over time.

At Granicus, we recognize that a great product is only part of what keeps our clients satisfied. For that reason, Granicus provides 24/7 technical support and onsite user training. We also take full responsibility for maintaining and monitoring the technology that powers your solution, so that you can avoid the cost of developing a team of streaming experts. When you need us we will be there to help.

If you have any questions about our services or this proposal please do not hesitate to contact me.

Most Sincerely,

Thao Hill
Director of Business Development
Granicus, Inc.

Proposed Solution Pricing

Granicus MediaManager

MediaManager Software

Enterprise			\$18,000.00
	Sales Tax	8.75%	\$1,575.00
Subtotal			\$19,575.00

Granicus OutCast Encoder

Hardware \$2,836.01

HP DL360 G4 1U SVR

Intel® Xeon® Processor 3.00

Memory: 1GB (2x512GB) Total PC2-3200

Operating system: Windows 2003 Standard (not installed)

Storage controller: Integrated Smart Array 6i controller

HD: Two (2) 72GB Hot Pluggable Ultra 320 SCSI 10,000 rpm

(1) - Osprey 230 Encoder Card \$350.00

Configuration

Hardware \$450.00

Software \$1,000.00

Sales Tax 8.75% \$278.78

Subtotal \$4,914.79

Granicus MediaVault

Hardware (Can be provided by Client) \$4,488.01

HP DL360 G4 1U SVR

Intel® Xeon® Processor 3.00

Memory: 1GB (2x512GB) Total PC2-3200

Operating system: Windows 2003 Standard (not installed)

Storage controller: Integrated Smart Array 6i controller

HD: (3) 300GB Hot Pluggable Ultra 320 SCSI 10,000 rpm

Configuration

Hardware \$450.00

Software \$1,200.00

Software

MediaVault Software \$12,000.00

Software License Bundle Discount (\$5,000.00)

Sales Tax 8.75% \$1,005.20

Subtotal \$13,467.86

Granicus Stream Replicator

Hardware (Uses MediaVault Hardware) \$0.00

Configuration

Hardware (Uses MediaVault Hardware Configuration) \$0.00

Software			\$500.00
Software			
Stream Replicator Software			\$5,000.00
	Sales Tax	8.75%	\$437.50
	Subtotal		\$5,937.50

Professional Services & Other Hardware

Additional Hardware			
(2) - Video/2-Audio to ST-Fiber Transmitter/Receiver			\$3,640.78
Training			
(3) - Days Onsite			\$4,800.00
Installation			
(1) - Day Onsite			\$2,500.00
Web Site Integration			\$11,600.00
Legistar Integration - to Granicus			\$0.00
	Sales Tax	8.75%	\$318.57
	Subtotal		\$22,859.35

Total Bundle Discount			(\$10,000.00)
	Total Sales Tax	8.75%	\$3,615.05

Total	\$66,754.49
Total Monthly Managed Services	\$2,400.00

Legistar Integration - to Daystar	\$2,500.00
Annual Support Service - to Daystar	\$500.00

Grand Total	\$69,254.49
Total Monthly	\$2,441.67

Granicus Managed Services

All managed services plans are billed on a monthly basis, and require the first month be paid during the initial setup of your Granicus solution. All plans include full Managed Services, complete monitoring and maintenance of your on-site hardware and 24/7 technical and user support for your complete solution. Managed Services also includes all software upgrades and bug fixes for all of the City's Granicus software components. The goal of our Managed Services program is to help the City realize the highest level of value and satisfaction from Granicus solution, without incurring additional or unexpected costs. Granicus Managed Services include the following:

Technical and User Support

Granicus offers continuous customer support and is dedicated to ensuring that the City is completely satisfied with Granicus products and services. Granicus staff is available to the City 24hrs a day, 365 days a year, via the contact info below.

Direct (8:00am to 6:00pm Pacific time): 415-522-3600
Toll Free (8:00am to 6:00pm Pacific time): 877-889-5495
Site: www.granicus.com
Email: support@granicus.com

Monitoring

As part of the City's Managed Services Granicus will continually monitor, on a 24/7 basis, all the software and hardware included in your solution. Should any malfunction appear, Granicus will immediately notify the City and proceed to resolve the issue. Granicus is committed to repair or replace any non-functioning hardware, provided directly from Granicus, within 24 hours for up to 3 years.

Software Upgrades

Granicus provides its software as a "Lifetime License", and all software upgrades are included as part of your Managed Services program. This includes both the rights to use the upgraded software and any services required as part of the upgrade process.

Bandwidth and Storage

Through Granicus Managed Services we will provide all of the bandwidth and storage necessary to utilize your solution. The Granicus Managed Services plan includes "Unlimited Bandwidth" for streaming the City's live and on-demand content over the Internet through the Granicus Media Center™.

The Granicus Managed Services plan also includes 12 months of archiving for all public meetings and 50 hours or 3 Giga bytes of storage for additional content at the Granicus Media Center™. Additional storage beyond the 3 Gigabytes can be purchased at 5 cents per megabyte per month.

Project Implementation Timeline

Granicus is pleased to begin a promising and successful relationship with The City of Oakland. To begin the process, we have outlined a timeline to ensure the efficient and organized implementation of your Granicus solution.

1. The City of Oakland delivers signed proposal and service contract to Granicus
2. Full purchase order is issued by The City of Oakland.
3. On site installation project plan completed by Granicus & the City of Oakland.
4. Hardware built, configured and tested by Granicus engineers
5. Granicus in conjunction with the City's Webmaster will complete the website Integration
6. The City of Oakland completes onsite installation and Granicus provides onsite training.
7. The City of Oakland completes two-day solution testing and final implementation sign off.
8. The City of Oakland releases remaining project funds to Granicus.

Professional Services Description

Configuration:

Configuration of Granicus hardware includes the assembly of all server and encoder components. Base operating systems are installed on Granicus or client supplied hardware. The hardware and software is optimized for streaming media applications. Granicus software is then installed and initial configuration and testing is performed.

Web Site Integration:

Web site integration includes incorporating the public components of the Granicus Media Management™ software into the client's website, matching the look and feel, and integrating the navigation. This service also includes the custom design of a client specific pop-up video player, or skin, and a custom agenda parser to increase indexing quality and efficiency. In addition, our MinutesMaker feature can be customized to provide automatic generation of cross-linked meeting minutes to meet your specific needs.

Onsite Installation & Training:

Onsite installation of hardware at client's location includes configuration of: analog audio and video feeds to the encoder, Internet and LAN connectivity, configuration of firewalls and proxies, all hardware with power and backup power supplies, and final system configuration with the Granicus Media Center. Once the system is up and running Granicus' engineers finish the setup by tuning the audio and video remotely. A training session concludes the onsite visit.

Once the system is installed, our engineers will remotely monitor your equipment to assure that it is continually operating to original specifications.

Granicus MediaManager™ Software

Granicus MediaManager™ consists of proprietary web-based software tools designed to efficiently organize and manage your streaming content. These tools put the control of broadcast activity, user account management, live event management, and usage reporting in your hands.

The software has been broken up into four segments to meet the unique needs for a variety of local government agencies. These three components are: 1) Media Manager™ - Basic, 2) MediaManager™ - Enterprise, and 3) MediaManager™ - MinutesMaker. Each of these components are described in detail below. MediaManager™ - Basic is the foundation technology of every solution and is required before adding the Enterprise or MinutesMaker software modules.

MediaManager™ Basic

Public Site:

Our solution includes several pages for your Internet users to access on-demand media and live broadcasts. Users will use these pre-built pages to search out specific footage, and jump to specific events within your audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. This functionality substantially increases the convenience of access to and use of meeting archives. Around these core pages you can instantly control user access using a registration and log in system. All public web pages are seamlessly integrated into your current website, so that the look and feel of your site remains consistent. The MediaManager - Basic software license allows for one custom build archiving listing page, and one video skin. By adding MediaManager™ - Enterprise you will have the ability to create and customize an unlimited number of public pages by utilizing our templates and views tools. See MediaManager™ - Enterprise for more information.

Protected Administration Site:

As a client of Granicus, you will have access to a web based administrative site that will allow you to create and manage archives, schedule and index live events, link documents and minutes of meeting to the video, view real time usage reporting, and configure content distribution. You will also have access to a series of video editing tools that can be used to enhance your on-demand content once it has been broadcasted or encoded.

- **Media Acquisition tools** give you the ability to add audio and video content to your content library from a variety of sources. Utilizing the Granicus Outcast™ encoder, live events can be simultaneously broadcast and archived to the library easily and directly through the live event manager. During a broadcast you can add times stamped data, such as agenda item indices or slides, allowing you to create rich multimedia presentations. You are also given a simple media import tool that can be used to import any pre-encoded content from your desktop into your archive listing. Finally, the Granicus Outcast™ encoder, which is included with MediaManager™ - Basic, can be used to encode your analog video by replacing the live signal with that of a standard video playback device such as a standard VCR or DVD player. In this scenario, the same capture tools for managing a live broadcast can be used to make your valued offline content available online. Granicus also offers in house from encoding from VHS or DVD as part of our professional services.
- **Automatic Live Event Scheduler and Archive Publishing** - Live events, such as City Supervisors meetings, can be easily scheduled to be both broadcast live and archive through the Granicus Live Event Manager. By utilizing this tool, the City will not require staff time or technical assistance to start, stop or archive their live events. Archives are automatically transferred from the Granicus OutCast™ encoder to the Granicus

MediaCenter™ and automatically published the City's web site. These features substantially decrease the need for staff time to manage content creation and publishing to the City's web site.

- **Media Clip Administration** provides clients the tools to create, edit, delete, index, trim and merge digital video clips. Once the media is in the archive library you can utilize indexing tools that allow you to set multiple "Jump To" points into the video, providing your end user the ability to easily navigate your streaming content. Various other editing and organizational tools allow you to modify your archives and add to the searchable Meta data associated with each archive.
- **Meeting Agenda Parser** allows the City to index its video archives based on agenda item titles, by automatically pulling the agenda item titles and descriptions from the City's agenda and loading them into the Granicus MediaManager™. These agenda item titles are then loaded into the live event manager, which allows you to index your video in real time by simply clicking on an agenda item title and pressing enter when the council or board begins discussing that issue. Other solutions, if they offer indexing, force you to manually retype and load the text for each agenda item. The Agenda Parser feature assures quality indexing and substantially decreases the staff time need to create indices.
- **Searchable Indexes** - Audio and Video archives, which are viewable over the Internet, can be easily indexed with multiple jump points through the Granicus MediaManager™ software. These indexes allow users to jump directly to the specific point in the City's audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. For example a key word search on "Water" will return to the user a direct link to all of the audio/video archives, which discuss water usage in the City. This functionality substantially increases the convenience of access to meeting archives.
- **Searchable Closed Captioning** - The Granicus solution supports the use of closed captioning, and the association of the captioning with the streaming media. Captions are viewable during live and archived streaming for full ADA compliance. For archived meetings the captions can also be searched by key words allowing the user to jump to the appropriate point in the video archive. In addition captions can also be used to create a transcript for a particular agenda item through the Granicus MediaManager™ Software.
- **Document Management** enables documents to be manually loaded and linked to video archives and directly associated to the appropriate agenda items, resulting in a searchable archive that includes both the audio/video record of your meeting and the staff reports or other documents that were used during the meeting. Cross-linking documents and audio/video archives provide the most comprehensive records archive system available. To improve the efficiency of integrating and linking your meeting documents with your meeting audio / video see the Document management Integration option included with MinutesLinker™.
- **CD Download with Indexing** - Audio/Video Archives can be quickly downloaded and burned to CD by any administrator of the Granicus solution. The CD download also includes the agenda item indexing information so users of the CD can still jump directly to the agenda items they are interested in. This tool conveniently provides offline copies of your meetings for those citizens without Internet access.
- **Media Delivery** subsystems, such as the Granicus StreamReplicator™ and MediaVault™, maximize your existing infrastructure investment by allowing you to deliver content using local storage and bandwidth when appropriate. These systems function transparently as

part of the Granicus solution, and complement the robust delivery architecture at the Granicus MediaCenter™. No special training is required to operate these devices as they function autonomously and are controlled by Granicus MediaManager™ software.

- **Summary Reports** provide you with detailed usage reports concerning: streaming requests, average user bandwidth, outbound bandwidth, content popularity, and media storage usage.

MediaManager™ - Enterprise

- **User/Group Administration** provides clients with the tools to set login and registration requirements and create new user accounts. Tools are also provided to manage and utilize the account information for registered users and export valid e-mail addresses into a quick mailing list. Most importantly, the group management tools allow you to categorize your media library, automatically limiting a users access to those clips that you specifically made available to them. By creating group administrators who control certain clips and managing users accounts, you can distribute the responsibility of managing your media library.
- **Access Control** - Access control for content and groups of content allows you to define exactly who can access what content and from where. Access control can be based on IP address, username/password or both.
- **Complete Template Language** - The Granicus MediaManager™ software uses a tag-based template language to display all published content. This allows you to finely control the look and feel of your video and video-related pages, and does not restrict your layout like a header/footer based publishing system would. By utilizing the Granicus MediaManager™ - Enterprise license you can create and edit an unlimited number of publishing templates. These templates can be easily managed through our HTML editor by your webmaster.
- **Views System** - The views system is the counterpart to the template language. The Granicus MediaManager™ software allows you to publish video archives and a list of upcoming live broadcast to the web by creating views. To create a view you simply select the appropriate template and specific content you would like to have published. For example, a City may want to publish all of its City Council archives and the upcoming live broadcast of the City Council meeting on one webpage. To do this simply select the City Council archive folder and City Council event and then select the appropriate template. This will generate an HTML webpage with the appropriate look and feel and content. Link this page into your existing website and your ready to go.

Granicus MediaCenter™ - Content Management and Delivery

To deliver reliable, high-quality audio and video content over the Internet you must have a secure and scalable distribution facility able to support hundreds or thousands of concurrent users; with this as our goal we created the Granicus MediaCenter™. The Granicus MediaCenter™ enables us to store and distribute your content over the Internet to ensure your audience consistently receives a high quality stream.

How it Works

The Granicus MediaCenter™ is the core of all Granicus Internet broadcast solutions. This secure and reliable facility stores and distributes rich-media events to the public over the Internet. Live streams are encoded at your location and one stream is sent to our streaming servers at the Granicus MediaCenter™. Archive files can also be uploaded directly to our servers. Your streaming content will be available through your web site, but the Granicus MediaCenter™ handles all requests for both live and archived streams. The only streaming that will travel over your network is the one stream per source, you are sending to the Granicus MediaCenter™.

The Granicus MediaCenter™ is well equipped to handle all of your streaming needs. It has direct redundant Internet connectivity at optical wavelength speeds to a variety of major Internet backbone providers, including Qwest Communications, SBC/Pacific Bell and others.

In addition to providing standard Internet Data Center power facilities the Granicus MediaCenter™ has the significant added benefit of being a Designated Block 50 facility, allowing the facility to be exempt from rolling blackouts.

MediaCenter™ Features:

- Flexible Storage Programs
- Flexible Distribution Programs
- 24/7 System Support
- Redundant Storage
- Redundant Network Connections

Granicus Outcast™ Encoder - Feature Rich Encoding

The Granicus Outcast encoder coupled with the Granicus MediaManager™ Software makes live streaming and archiving a simple and hands off process. Most encoders simply convert an audio video signal into a digital format that can be used for streaming; the Granicus Outcast™ does much more. Using the Granicus Outcast™ with your Granicus solution allows for live event scheduling, automatic web publishing, live indexing, slides, closed captioning, and automatic archiving and file transfer to distribution servers



How it Works

The Outcast™ Encoder integrates with the web-based Granicus MediaManager™ software and transfers live broadcasts to the Granicus MediaCenter™ in real time. The Granicus MediaCenter™ then duplicates and distributes your high quality audio and video content to the audience requesting the content.

While broadcasting a live event, the on-site Granicus Outcast™ Encoder can also archive your broadcasts for on-demand viewing later. Once your broadcast is complete, the encoded event is automatically transferred to the Granicus MediaCenter™ where our suite of streaming media tools are accessible for editing, management and publishing functions.

Outcast™ Encoder Features:

- Live & Scheduled Broadcast Control
- Automatic Archiving
- Multiple Bit Rate Support
- Automated Broadcast and Archive Publishing
- Live event management: Indexing, Slides, and Closed Caption

Granicus StreamReplicator™ - Intranet Stream Delivery

To deliver a live broadcast to a large audience inside your network without exorbitant bandwidth costs, a single encoder is not enough. The Granicus StreamReplicator™ allows you to replicate and redistribute live streams efficiently within a private network using multicast technology.



How it Works

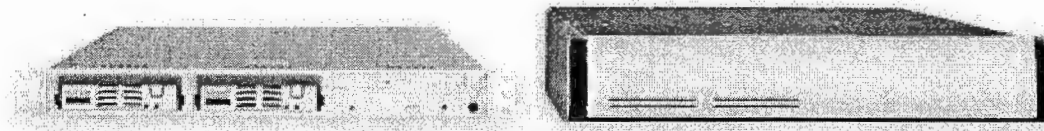
The Granicus StreamReplicator™ replicates live broadcasts to viewers within your network. It delivers broadcast quality audio and video while minimizing bandwidth use and costs. Its multicast technology allows hundreds of concurrent viewers to watch what your network sees as a single live broadcast stream.

StreamReplicator™ Features:

- Broadcasts Multicast Live Events
- Broadcasts Unicast Live Events

Granicus MediaVault™ - Large Archives at Low Cost

An audio/video archive requires storage, management and delivery. The Granicus MediaVault™ provides long-term storage and management while maximizing the use of your existing broadband connectivity. The result: long term storage and content distribution at a drastic cost savings.



How it Works

The Granicus MediaVault™ integrates with the Granicus MediaCenter™ and transfers archived video to local storage. When archived video is requested, the MediaVault™ takes the place of the Granicus MediaCenter™ and delivers content directly from your location on your network. Should demand for archived content increase beyond your capacity, content can be transferred back to the MediaCenter™ with a click of a button. As a result, the Granicus MediaVault™ provides a superior solution for creating a digital library or records retention system.

MediaVault™ Features:

- RAID 5 Redundant Storage
- Capacity for up to 18,000 Hours of Content (2.12 years)
- Serves Content on LAN/WAN
- Simple Migration Tools

Legistar Legislative Management Integration

Granicus takes great pride in its partnership and integration with Daystar. Legistar represents the best in breed of legislative management solutions for local government. The two combined gives you the most comprehensive end-to-end legislative document workflow solution, creating a powerful and intuitive public access tool for your staff and citizens.

MediaManager Software Developer's Kit

The Granicus solution includes a fully extensible Application Programming Interface (API) called the Granicus MediaManager Software Developer's Kit (SDK). This interface allows the City and Daystar to create seamless integrations with our live meeting management tools and website functionality's open architecture, as described below.

Automated Agenda to MediaManager Workflow

With a click of a button, your agenda and supporting documents that encompass your agenda packets are transferred to Granicus to be utilized to create your public meeting indexes to streaming video with Granicus MediaManager.

Integrated Public Website

The Granicus and Legistar Integration includes a content management feature for your public website. All scheduled meetings, keyword searches to video indexing, and links to agendas, minutes, and staff reports are a part by Granicus MediaManager, eliminating any manual website updates for your meeting agenda and minutes information. Plus, it's easily accessible for your citizens!

(please see next page for Integration options)

Granicus MediaManager and Daystar's Legistar

1. Upon Agenda Export in Daystar, the Agenda is sent into the Granicus System.
2. Also upon Agenda Export in Daystar, a URL is sent to the Granicus SDK, with the location of the published agenda PDF in Daystar's InSite.
3. The A/V Group will take on the responsibility of recording the Index points into the Granicus system, not the Clerk's Office, and the Clerk's Office will continue to utilize Daystar to record meeting minutes.
4. Upon Minutes Publish in Daystar, a URL is sent to the Granicus SDK, updating the archive with a link to the location of the Minutes PDF published to InSite.
5. There will be a listing of all Meetings in Daystar InSite, and those meeting ids will be stored in the Granicus System, to accommodate adding a "Video" link next to each meeting in InSite. When the public clicks on the Meeting Video link in InSite, the link will send the Meeting ID to Granicus, and Granicus will return the link to the Video for that meeting.
6. For upcoming meetings, Daystar will need to add a "Watch it now" link to InSite, taking the public directly to the live video page.

POST IN A
CONSPICUOUS
PLACE

BUSINESS TAX CERTIFICATE

CITY OF OAKLAND



The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190A, of the O.M.C., you are allowed a renewal grace period until March 1st of the following year.

EXPIRES
DECEMBER 31, 2006

ACCOUNT NUMBER

3476138

BUSINESS NAME

GRANICUS INC

ADDRESS

28 2ND ST SUITE 400
SAN FRANCISCO CA 94105-3461

BUSINESS CLASSIFICATION

COMPUTER SERV & OTHER SOFTWARE SERV.

FOLD AT PERFORATION

**YOU MAY BE REQUIRED TO OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR
BUSINESS LEGALLY. RENTAL OF REAL PROPERTY EXCLUDED.**

CITY MANAGER APPROVAL

Name of Consultant:

GRANICUS, INC

Business Address:

28 2nd Street, Suite 400

(Street)

(Please do not use a P. O. Box)

SAN FRANCISCO

(City)

CA

(State)

94105

(Zip)

2. Local/Small Local Business Enterprise/Living Wage Information:

Is the Prime Consultant certified by the Contract Compliance Office as either a Local or Small Local Business Enterprise? ___ Yes X No

Provide the following information regarding the participation of Local and Small Local firms:

Total \$ Amount of Contract	Local \$ Amount	%	Small Local Amount	%
\$ 106,609.49	\$ 0	0	\$0	0

If the consultant recommended for the contract is not a local or small local firm, please attach a separate memo indicating the availability of local or small local firms to perform the required work and list the efforts undertaken to secure the services of local or small local firms.

Does the contract amount exceed \$25,000? Yes X No ___ If yes, was the contract evaluated for Living Wage applicability? (Provide executed Declaration of Compliance.)

Period Covered: from _____ to _____.

Milestones and Deliverables (Time Schedule): (Schedule A)

Dates

- 1) Onsite installation project plan completed by Granicus and the City _____
- 2) Hardware built, configured, and tested by Granicus engineers _____
- 3) Granicus in conjunction with the City completes onsite installation _____
- 4) Granicus provides onsite training _____
- 5) City completes two day testing and final implementation sign-off _____

Schedule C

Project Monitor:

Method of Compensation

Funds Available:

Fund/Subfund	Org	Acct No.	Project No.

Approval:

Department Head

City Manager

Department Head

City Manager

Date

Date

A COPY MUST BE FILED WITH CONTRACT

DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

The Contractor certifies that it will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

The undersigned authorized representative hereby obligates the applicant to the above stated conditions under penalty of perjury.

Granicus, Inc
Company Name

28 2nd St #4
Address

415-357-3618 6-20-06
Phone Date

Tom Spengler
Signature of Authorized Representative

Tom Spengler
Type or Print Name

CEO
Type or Print Title

CITY OF OAKLAND
CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS
SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative, including (but not limited to) the following:

TASK

COMPLETION DATE

1. Onsite installation project plan completed
by Granicus and the City of Oakland

2. Hardware built, configured, and tested by
Granicus engineers

3. Granicus in conjunction with the City
completes onsite installation

4. Granicus provides onsite training

5. City completes two day testing and final
implementation sign-off

Consultant:

Tom Spengler
(Please Print)


(Signature)

6-20-06
(Date)

City Representative:

(Please Print)

Schedule A

(Signature)

(Date)

**** Must be attached to signed Agreement**

Schedule E

(To Be Completed By Prime Consultant Only)

PROJECT CONSULTANT TEAM

Name and Prime Location of All Firms Participating (Including Prime and Sub consultants)	Check if DBE	Check if MBE**	Check if WBE**	Check if LBE	Check if SLBE	Nature of Participation	% of Project Work	Dollar Value of Participation*
Granicus, Inc. 28 2 nd Street, Suite 400 San Francisco, CA 94105						Prime	92.75%	\$106,609.49
PC Professional, Inc. 1615 Webster Street Oakland, CA 94612					X	Hardware Procurement	7.25%	\$7,728.86
TOTALS								

Name - Authorized Officer of Prime Consultant Firm (Print or Type)

T. THAO HILL, Director of Business Development 8-04-06
Signature - Authorized Officer of Prime Consultant Firm Date

[Signature]

*This information is subject to change during final negotiations. If reported information changes after negotiations Project Manager to submit an updated Schedule E to Contract Compliance for review.

**Please denote ethnicity. This information will be used for tracking purposes only.

EMPLOYMENT QUESTIONNAIRE *

Schedule F

Name of Firm: GRANICUS, INC.

Address: 28 2nd Street, Suite 400, San Francisco, CA 94105

Completed by: Tom Spengler
(Please Print)  (Signature)

Date: Tuesday, May 9, 2006

PRESENT WORK FORCE													
Ethnicity of Employees													
Employment Category	Total Employees	Oakland Residents	Male	Female	Male					Female			
					White	African American	Hispanic	Asian/Pacific Islander	American Indian/Alaskan Native	White	African American	Hispanic	Asian/Pacific Islander
Project Management	24	0											
Professional	24	0	18	6	13	1	2	2		4		2	
Technical													
Clerical													

NEW HIRES FOR THIS PROJECT														
Ethnicity of Employees														
Employment Category	Total Employees	Oakland Residents	Male	Female	Male					Female				
					White	African American	Hispanic	Asian/Pacific Islander	American Indian/Alaskan Native	White	African American	Hispanic	Asian/Pacific Islander	American Indian/Alaskan Native
Project Management														
Professional														
Technical														
Clerical														

* To be completed by the prime consultants and sub consultants whose fee is in excess of \$10,000.00

Note: Consultants are required to identify the ethnicity and gender of all sub-consultants at the time of proposal submittal. Information will be used for tracking purposes only.

CONSULTANT INTERVIEW FORM

FOR

COMPUTER SERVICES

(Type of service)

GRANICUS WEB STREAMING

(Name of Project)

NAME OF FIRM (S): GRANICUS, INC

PROJECT MANAGER: _____

INTERVIEWER:

(Print Name)

(Signature)

RATING CATEGORY	GIVEN SCORE	WEIGHT **	ADJUSTED SCORE
Overall Understanding of the Management of the Project. Understanding of the scope, complexities and issues of the project. Adequacy of proposed methods and procedures for controlling cost, schedules and quality.			
Qualifications of project manager. Ability to relate to the interviewers and gain their confidence; leadership, communication and technical skills; technical qualifications. experience in managing this size and type project. full commitment to the project			
Cohesiveness and appropriateness of the project team and organization. Is the team complete? Is team appropriate for the scope of the project? Has the team worked together before? Will the city staff be able to manage and work with them? Does the consultant have appropriate credentials or education for this role?			
Understanding of the Design of the Project. Understanding of program requirements, scope complexities and issues of the project, including interfacing with regulatory agencies, and the City.			
Demonstrated Relevant Experience. Extent and type of previous participation on similar projects. Graphic examples of similar projects.			
Quality and Completeness of Presentation. Did project manager have lead role? Did they present information in a knowledgeable, clear and concise manner?			
Responsiveness to Questions. Are answers knowledgeable, clear, concise, and to the point?			
Ability to provide high quality customer service to Department and its client users. Ability to work with City staff and the community to integrate their requirements into the project. Understanding who the client is and being able to work harmoniously with others.			
TOTAL WEIGHTED SCORES (TWS)			
TOTAL POINTS (LBE)			
GRAND TOTAL:			

Scoring Guidelines

Excellent:	90 to 100 points
Good:	80 to 89 points
Satisfactory:	70 to 79 points
Fair	60 to 69 points
Unsatisfactory:	Less than 49 points

**** May be modified by division head to reflect project specific concerns.**

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date _____

City Attorney/Assistant City Attorney/
Deputy City Attorney

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Granicus, Inc.

SSN or Corporate Taxpayer ID No. of Contractor 91-2010420

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years.		X
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		X
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. Services like training will be onsite, all other services will be provided from the Granicus office in San Francisco. _____	X	X
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract 3 Days of Training will be provided onsite.	X	

	Yes	No
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		X
6. Please provide the date on which you expect to complete your services under the contract. TBD		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. Granicus will provide all training and deployment supplies.	X	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____		X
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. Tax ID # 91-2010420 _____	X	
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. www.granicus.com/clients	X	
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. www.granicus.com/clients	X	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____ _____		X
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) No Independent Contractors	X	
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____ _____		X

	Yes	No
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. 28 2 nd St. #4, San Francisco, CA 94105	X	
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate #) 415-522-5216	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		X
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?	X	
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		X
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. NA _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

5-15-06
Date

Granicus, Inc
Contractor



PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. _____

Granicus, is Corporation, and can not be a short time contract employee of the City of Oakland.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 17 2001

AGREEMENT OF MERGER

BILL JONES, Secretary of State

Proposed on March 29th, 2001

This Agreement of Merger is entered into between NightLifeWatch.com, Inc., a California Corporation (herein "Surviving Corporation") and Granicus, LTD., a California Corporation (herein "Merging Corporation")

1. Merging Corporation shall be merged into Surviving Corporation.
2. Article I of the Articles of Incorporation of the Surviving corporation is hereby amended to read as follows:

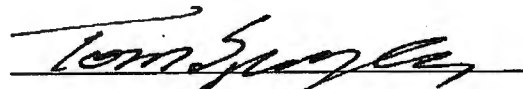
The name of this corporation is Granicus, Inc.

3. Each outstanding share of Merging Corporation shall be converted to one (1) share of Surviving Corporation.
4. The outstanding shares of surviving corporation shall remain outstanding and are not affected by the merger
5. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.
6. The effect of the merger and the effective date of the merger are as prescribed by law.

IN WITNESS WHEREOF the parties have executed this Agreement.

NightLifeWatch.com, Inc.

By



Tom Spengler, President and CEO

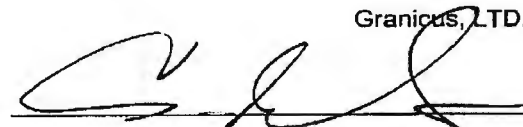
By



Emery Jones, Secretary and CFO

Granicus, LTD.

By



Carlton Waters President and Secretary



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

Granicus

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Deborah Barnes

Deborah Barnes
Contract Compliance & Employment Services Manager

8/8/06

Date



Office of the City Manager - Contract Compliance and Employment Services

DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$9.45 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$10.87 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **(Effective July 1, 2003 the new rates will be \$9.58 per hour with health and \$11.02 per hour without)**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 5 "Notifying Employees of their Potential Right to the Federal Earned Income Credit" of the Ordinance.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

GRANICUS, Inc

Company Name

28 2nd Street Suite 400

Address SAN FRANCISCO, CA 94105

415 357-3618 8-4-06

Area Code

Phone

Date

[Signature]

Signature of Authorized Representative

T. THAO HILL

Type or Print Name

Director - Business Development

Type or Print Title

Revision Date: 7/20/00

This form is to be completed by the contractor/CFAR and subcontractors and should be accompanied with the contract, proposal, and/or submittal.

Rev.: 3/29/2002

Item
No.

Description

Response

Comments

1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)	35	
2.	How many of your permanent employees are paid above the Living Wage rate. (Refer to sub-section "A" for current wage rate)	35	
	How many of your permanent employees are paid below the Living Wage rate. (Refer to sub-section "A" for current wage rate)	Ø	
3.	Number of compensated days off per employee (Refer to subsection "B" on the other side of the form for the correct number of compensated days off.	10	
4.	Number of trainees in your company?	Ø	
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	Ø	



Equal Benefits - Declaration of Nondiscrimination

Equal Access



Section A. Vendor/Contractor/Consultant/*CFAR Information

- 1 Name of Company GRANICUS, Inc.
- 2 Name of Company Contact Emily Jones
- 3 Phone Number 415-357-3618 Fax Number 415-618-0201
- 4 Vendor Number (If Known) _____ Federal ID or Social Security # 91-2010420
- 5 Approximate Number of Employees in the U.S. 35
- 6 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes ☐ No ☒
- 7 Union Name(s) _____

Section B Compliance Questions

- 1 Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees.

Yes ☒ or No ☐ (please check one)

- 2 Does your company provide or offer access to any benefits to employees with **domestic partners?

Yes ☒ or No ☐ (please check one)

Section C Compliance Questions

- 3 Please check each benefit that applies to answers 1 & 2 above and list as "other" any additional benefits not listed below. Some benefits (i.e. bereavement leave) are provided to employees because they have a spouse or domestic partner. Other benefits (i.e. medical insurance) are provided directly to the spouse or domestic partner.

Benefit	☒				
	Yes, this benefit is offered to Employees only	Yes, this benefit is offered to Employees and their Spouses	Yes, this benefit is offered to Employees and their Domestic Partners	No this benefit is not offered at all	Yes, documents were submitted for this benefit.
a Health	☒	☒	☒	☐	☐
b Dental	☒	☒	☒	☐	☐
c Vision	☒	☒	☒	☐	☐
d Retirement (Pension, 401(k), etc)	☐	☐	☐	☒	☐
e Bereavement	☐	☐	☐	☒	☐
f Family Leave	☐	☐	☐	☒	☐
g Parental Leave	☐	☐	☐	☒	☐
h Employee Assistance Program	☐	☐	☐	☒	☐
i Relocation & Travel	☒	☒	☒	☐	☐
j Company Discount, Facilities & Events	☐	☐	☐	☒	☐
k Credit Union	☐	☐	☐	☒	☐
l Child Care	☐	☐	☐	☒	☐
m Other	☐	☐	☐	☐	☐

* CFAR is a City Financial Assistance Recipient

** The term "Domestic Partner" is defined as same-or opposite-sex couples registered with a state or local government domestic partnership registry.



Equal Benefits - Declaration of Nondiscrimination

Equal Access



Section D. Submitting Documents to Support Compliance Determinations

Please remember: Copies of documents must be submitted to justify each benefit marked under Section B-3 above. Your company can not be certified as complying with the City's Equal benefits Ordinance without proper documentation. For example, to document medical insurance, submit a statement from your insurance provider or a copy of the eligibility section from your plan document. To document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information please call the designated agency contract administrator or project manager.

Section E. Winning Compliance Through Reasonable Measures

Business owner, please note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments, and have your application approved by the City. For more information, the contract administrator or project manager holds the appropriate Reasonable Measures Application Form.

*Effective January 1, 2002, Assembly Bill 25, Domestic Partner Coverage requires carriers to offer domestic partner (DP) coverage to employer groups under the same terms and conditions as coverage provided to dependents of the employee.

Section F. Substantial Compliance

A temporary compliance status is available for contractors that have indicated a willingness to comply but have requested additional time within which to fulfill all compliance requirements. Under this scenario, the contractor may enter into contracts with the City before the compliance process is completed. Substantial compliance status may be awarded to a contractor at the discretion of the City staff, within certain parameters.

Section G. Declaration of Non-Discrimination

① Declaration:

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

② Date & Address

August 1 4 1 2006
Month Date Year
28 2nd Street, Suite 400
(Address)
San Francisco CA
(City) (State)

③ Signature

[Handwritten Signature]

④ Name of Signatory (please print)

THUAN THAO HILL

Did you submit supporting documentation for each benefit offered?

Yes ☐ No ☐

(please check one)



Insurance solutions
business and personal

The Hanna Agency

1600 S. Main Street, Suite 215

Walnut Creek California 94596

CA Lic. No. 0B93651

800 954.6600

925 941.5470

Telefax 925 932.6030

e-mail mnin@hannaagency.com

www.hannaagency.com

Granicus
Zucu Bermann
28 2nd Street, Ste 400
San Francisco, CA 94105

Re: Benefit Package

Dear Zucu,

Hanna Insurance Solutions would like to thank you for the opportunity to provide your employees, dependents, spouses and domestic partners with a complete benefit package.

Effective April 1, 2006 we have placed the following lines of coverage with Granicus:

- Medical benefits insured by Blue Cross of California
- Dental benefits insured by MetLife
- Vision Benefits insured by Vision Service Plans

Granicus uses the following definition of domestic partnerships:

Same Sex / Opposite Sex

Have lived together for a specified period (at least six months)
Are responsible for each other's financial welfare
Are not blood relatives
Are at least 18 years of age
Are mentally competent
Are life partners
Are registered as domestic partners if there is a local domestic partner registry
[Find a registry in your area.]
Are not legally married to anyone
Agree to inform the company in the event that the domestic partnership terminates

Please do not hesitate to call our office if you require any additional assistance. It has been a pleasure working with you.

Sincerely,

Laura Gonzalez
Senior Account Manager
Hanna Insurance Solutions

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF LABOR STANDARDS ENFORCEMENT
DONNA LEVITT, MANAGER



Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000. The MCO requires City contractors and subcontractors that are for-profit organizations to provide the following to their employees covered by the Ordinance on City contracts and subcontracts for services: (1) wages of at least \$10.77 per hour; (2) 12 days paid time off per year (or cash equivalent); (3) 10 days off without pay per year. (Wages for employees of nonprofit organizations and public entities are \$9.00 per hour)

The MCO applies only if you have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only** if the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-6237.

Routing. Return this form to the City department that sent it to you.

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

6/26/06

Date

Emeris Jones

Print Name

60228

City Vendor Number (if known)

Granicos, Inc.

Company Name

(415) 557 3618

Phone

91-2010120

Federal Employer ID #



CITY OF OAKLAND

NUCLEAR FREE ZONE DISCLOSURE FORM – S

I, Tom Spengler, the undersigned, a
(Name)

CEO of GRANICUS, INC
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

I declare that the foregoing is true and correct to the best of my knowledge.

05-09-06
(Date)

Tom Spengler Tom Spengler
(Signature and Name)

GRANICUS, INC.
(Name of Business Entity)

28 2nd Street, Suite 400
(Street Address)

SAN FRANCISCO, CA 94105
(City, State and Zip Code)

(Name of Parent Company)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2006

INSURER (415) 898-1600

FAX (415) 898-3922

City of Oakland & Oser, Inc

15 San Marin Dr

License OE28888

City of Oakland CA 94945-1227

Insured

City of Oakland LTD

3 - 2nd Street, 4th Fl

San Francisco CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Hartford Casualty Ins Co 29424

INSURER B Hartford 00914

INSURER C

INSURER D

INSURER E

COVERAGES

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

IR ADD'L R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBAAT7447	12/13/2005	12/13/2006	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC				
A	AUTOMOBILE LIABILITY	57SBAAT7447	12/13/2005	12/13/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WBCNS8934	12/1/2005	12/1/2006	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	OTHER Errors & Omissions	57SBAAT7447	12/13/2005	12/13/2006	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
					\$1,000,000 \$5,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Certificate Holder is included as Additional Insured per Hartford policy form SS0449.

*Exception 10 day notice of cancellation due to nonpayment of premium.

CERTIFICATE HOLDER

City of Oakland,
a municipal corporation,
One Frank H. Ogawa Plaza
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Page 1 of 2

ACORD 25 (2001/08)

VMP Mortgage Solutions, Inc (800)327-0645

AMS



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following policy: 57SBAAT7447
BUSINESS LIABILITY COVERAGE FORM

C. Who is an insured in the BUSINESS LIABILITY or losses covered under the
BUSINESS

C Who is an insured in the BUSINESS LIABILITY COVERAGE FORM is amended
to include as an insured the person or organization shown in the Declarations but
only with respect to liability arising out of the operations of the named insured.

For losses covered under the BUSINESS LIABILITY COVERAGE of this policy this
insurance is primarily to other valid and collective insurance which is available to the
person or organization shown in the Declarations as an Additional Insured.

Insured: Granicus LTD
 Policy No. 57SBAAT7447
 12/13/2005 – 12/13/2006

Additional Insured:
 City of Oakland, its councilmembers, directors, officers, agents
 and employees.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Granicus Inc.

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

28 2nd Street Suite 400

City, state, and ZIP code

San Francisco, CA 94105

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ + ____ + ____ + ____ + ____ + ____

or

Employer identification number

9 1 2 0 1 0 4 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

[Signature]

Date ▶

6/19/06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company* (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**AFFIDAVIT OF NON-DISCIPLINARY
OR INVESTIGATORY ACTION**

I certify that the EEOC, DFEH or the OFCCP has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Tom Spengler
Signature

6-20-06
Date

In witness whereof, the undersigned has executed this instrument this _____
day of 6-20-06.

TOM SPENGLER
(Signature)

CEO
(Title)

GRANICUS, INC
(Name of Firm)

28 2nd Street, Suite 400
(Street Address)

SAN FRANCISCO, CA 94105
(City, State and Zip Code)

Subscribed and sworn to before me this __ day of

Notary Public

My Commission Expires _____