

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
September 14, 2011

To: Board of Education

From:  Edgar Rakestraw, Jr.

Sub: **Service Agreement - Granicus, Inc. – Generation / Maintenance of District Permanent Legislative Records**

ACTION REQUESTED

Ratification by the Board of Education of Granicus Service Agreement Between the District and Granicus, Inc., San Francisco, CA, subject to form and content approval by General Counsel, for the latter to replace the thirteen (13) year old Legistar 4.8 and EMC Application Extender Document Systems with new consolidated Legistar 5 System Solution for generation of, public retrieval, and statutorily-required permanent maintenance of official District legislative records at a one-time cost not to exceed \$63,000.00 and approving, as part of said Agreement, managed care (maintenance) costs for foregoing and the current Video Solution, at a monthly cost of \$2,520.00*, for the period September 2, 2011 through September 1, 2015 (48 months), with three one-year renewal options, thereafter, respectively.

BACKGROUND

The Board of Education is required by various statutory provisions to make available to the public by times certain in advance of legislative meetings agenda and documents associated with such meetings (The Brown Act, Government Code Sections 54950, et seq.); to maintain the records of its legislative proceedings in perpetuity (Education Code Section 35163) and to immediately make available such archived records to the public upon demand (the California Public Records Act, Government Code Sections 6250, et seq.).

Legislative records prior to 1999 were manually recorded (handwritten, typewritten and/or audio recorded depending on the technology, or lack of it, of the recording era). The records from the 1800s to the year 1999 are physically stored in the Paul Robeson Building and the District warehouse, respectively. In July 1999, at Board direction, Board Staff began the generation, maintenance and retrieval of legislative records electronically using two Board approved software systems: Legistar – an agenda management system from Daystar Computer Systems, Inc.¹, Chicago, IL, for the electronic generation of agenda and minutes including voting records of members on each item and Application Extender - a .tiff document management scanning, storage and retrieval system, from the EMC Corporation, Hopkinton, MA, the latter requiring the automatic download of a .tiff viewer to each computer for the viewing of documents. In June 2009, the staff added video streaming and recording by Granicus, Inc., San Francisco, CA. The Board's staff and the District's Technology Department working collaboratively with all three companies, using some third party back end systems (figuratively speaking "tape, spit, barbed wire, glue"), have been able to bridge and blend the three separate primary systems together making them work rather seamlessly up to today.

¹ Granicus, Inc. acquired Day Star Computer Systems, Inc., in May, 2011.

Today, however, behind the scenes the thirteen (13) year old collective systems, using separate older versions of Microsoft SQL databases, and other backend platforms, are beginning to fray: synchronization of legislative records data is deteriorating; periodically data entry is not saving; document images in Tagged Image File Format (.tiff) are not universally retrievable and displayable as transparently as Portable Document Format (.pdf) format or XML Paper specification Format (.xps), the world standards for document preservation. The display of documents internally, on the web and the streaming of video from the current systems does not display on newer desktops, workstations and hand held devices including I pads, iPhones, Androids and other portable devices from which work is increasingly displayed and performed. Additionally, technology continues to change. Software companies are no longer maintaining older systems and the public, whom District serves, demands easy access to public data stored using the latest media.

The District, in the changing media environment, still has the responsibility of meeting the statutory obligations mentioned in the first paragraph of this section. For the last nine months, Board staff, working with Technology Department staff, has reviewed current systems including problems, other systems, emerging technologies, costs and concluded that District's legislative records production obligations including maintenance can best be met if the District has a unified, integrated cloud based system hosted by, maintained by and backed up by a single vendor.

SINGLE VENDOR SOLUTION

Accordingly, pursuant to Board Policy 3312, I have engaged Granicus, Inc., San Francisco, CA, after extensive negotiations ranging from an estimated one time costs of up to \$250,000.00 to the agreed upon onetime costs of \$63,000.00 and managed care costs of \$2,520.00 monthly, resulting in an estimated \$603.58 monthly savings over current maintenance costs, for installation of a single, unified legislative records management system that will allow the District to electronically, concurrently via web, to meet the statutory obligations mentioned herein. Both input and retrieval by staff and the public, using the single, integrated system, will be web based.

A summary of the planned changed system is stated below with the details of the accepted proposal and the current system delineated in Exhibits A and B of the executed Contract hereby submitted for ratification:

EXHIBIT A (Proposal)

ITEM - SUITES	UP FRONT COSTS (One Time)	Monthly Costs	Annual Hosting Costs (Cloud)
Open Platform, Citizen Participation, Legislative Management Suites	\$1,500.00	\$230.00 (Hosting)	\$2,760.00 (Hosting)
Legistar 5 Upgrade, Hosted Solution Migration	\$29,500.00	\$250.00 (Hosting)	\$3,000.00 (Hosting)
Con Track Discontinuation			(2,763.00)
Data Migration from Application Extender	\$32,000.00		
NET	\$63,000.00		\$2,997.00²

EXHIBIT B (Current Solution)

Item	Current Annual Maintenance Costs	New Annual Maintenance (Managed Care) Costs	Differential (Savings)
Legistar (Upgrade from 4.8 to 5.0 Hosted)	\$15,048.00	\$15,048.00	\$00.00
AX Extender	\$10,000.00	00.00	(\$10,000.00)
Video	\$12,195.00	\$12,195.00	\$00.00
NET	\$37,243.00	\$27,243.00³	(\$10,003.00)

TOTAL ANNUAL HOSTING/MANAGED CARE (Maintenance) COSTS – Exhibits A + B NETS = \$30,240.00

The Hosting/Managed Care (Maintenance) portion of the contract is for four years, at an annual cost of \$30,240.00, including product upgrades to the current suites at no additional cost. The results are a net annual savings of \$7,243.00 in current managed care costs. The Parties have reserved three one year optional renewals at the end of the fourth year of the contract.

²Annual Hosting Costs for Fiscal Year 2011-2012 are in the approved District Budget.

³Annual Managed care costs for Fiscal Year 2011-2012 are in the approved District Budget.

BENEFITS

Several advantages to the District in entering into the Agreement, among others, are:

- The District is able to meet statutory obligations enumerated in this section using one integrated cloud based platform (rather than three disparate systems) hosted by a single vendor;
- The District takes another step of making the entire legislative process paperless by being able to implement work flow when the separate District under development contract management system is completed;
- The District lowers current maintenance costs and insulates itself against raising maintenance costs for at least four years;
- The District receives product upgrades for the suites at no additional costs as developed and for changing media; and
- The District is able to use the enhanced video platform of the system for projects other than legislative sessions.

RECOMMENDATION

Ratification by the Board of Education of Granicus Service Agreement Between the District and Granicus, Inc., San Francisco, CA, subject to form and content approval by General Counsel, for the latter to replace the thirteen (13) year old Legistar 4.8 and EMC Application Extender Document Systems with new consolidated Legistar 5 System Solution for generation of, public retrieval, and statutorily-required permanent maintenance of official District legislative records at a one-time cost not to exceed \$63,000.00 and approving, as part of said Agreement, managed care (maintenance) costs for foregoing and the current Video Solution, at a monthly cost of \$2,520.00*, for the period September 2, 2011 through September 1, 2015 (48 months), with three one-year renewal options, thereafter, respectively.

ER:lf

Attachment: Service Agreement Between the District and Granicus, Inc.

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "**Agreement**"), dated as of September 2, 2011 (the "**Effective Date**"), is entered into between Granicus, Inc. ("**Granicus**"), a California Corporation, and Oakland Unified School District (the "**Client**").

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) continue with Client's existing solution as described in the Current Solution document, which is attached as Exhibit B, and incorporated herein by reference, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibits A and B.

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 SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software and Managed Services that comprise the Granicus Solution as outlined in Exhibits A and B. "Managed Services" shall mean the services provided by Granicus to Client as detailed in Exhibits A and B. "Managed Services Fee" shall mean the monthly cost of the Managed Services, as detailed in Exhibits A and B.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus

Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibits A and B.

3.2 Monthly billing for Managed Services shall begin forty-five (45) days after the receipt of a fully executed Agreement or the receipt of a purchase order for the up-front costs, whichever occurs first, as agreed upon in Exhibit A.

3.3 Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice, provided that Client agrees to pay the Managed Services Fee to Granicus on a monthly basis, no later than the first day of each month in advance of services. Granicus, Inc. shall send all invoices to:

Name:
Title:
Address:

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI/>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

3.6 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or

improve user satisfaction. During the initial period of this Agreement, the customer understands that the use of these additional products is included in the originally agreed upon monthly managed services fees.

At contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years. This section applies at contract renewal only. Except for possible standardized maximum increases as provided for in Section 3.4 of this Agreement, Client's costs will remain fixed for the initial term of the Agreement.

4. CONTENT PROVIDED TO GRANICUS

4.1 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. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit E.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 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.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and 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, software, inventions, processes, training manuals, know-how and any other information or material), 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, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. 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 this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for four (4) years after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client has the right to keep any purchased hardware, provided that Client removes and/or uninstalls any Granicus Software on such hardware. However, if Client has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), Client understands that upon termination of this Agreement, Client shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

(c) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in

this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. MISCELLANEOUS.

10.1 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. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. 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 held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

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This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Current Solution
- Exhibit C: Support Information
- Exhibit D: Hardware Exhibit
- Exhibit E: Trademark Information
- Exhibit F: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: 

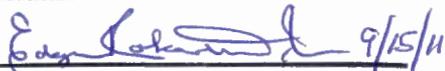
Ed Roshitsh

Its: Chief Operating Officer

Address:

600 Harrison Street, Suite 120
San Francisco, CA 94107

Certified:

 9/15/11

Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 11-1945

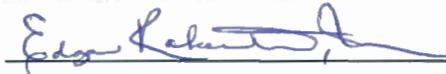
Introduction Date: 9/14/11

Enactment Number: 11-1709

Enactment Date: 9/14/11

By: 

Oakland Unified School District

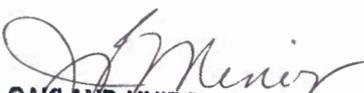
By: 

Name: **Edgar Rakestraw, Jr.**

Its: **Secretary, Board of Education**

1025 2nd Avenue, Suite 320

Address: **Oakland, CA 94606-2212**


OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
1025 - 2nd AVENUE - ROOM 406
OAKLAND, CA 94606

Date: September 1, 2011

EXHIBIT A

PROPOSAL

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Granicus Proposal

Oakland Unified School District

Upgrade to Legistar 5.0

1. Ability to migrate to a hosted solution
2. Approval tracking enabled
3. More granular reporting functionality
4. Improved User Interface
5. Microsoft Word integration
6. Additional configurability

Migration to Hosted Legistar Solution

By migrating to a hosted solution...

1. Improved response time should an issue occur, our support teams will be able to access your information without having to connect to your servers. Our support team will be able to see the same data that you are looking at since they will have direct access to your Legistar application.
2. Reduced IT resources and time required to manage the application servers in house.
3. Data back-ups will be performed automatically as part of our hosting service. No longer something you IT staff will have to do and manage.
4. Access to Legistar 24/7 from anywhere via the internet no need to go through local networks.

Granicus is grandfathering the customizations Oakland Unified School District had requested and purchased in the 4.8 System. The customizations that will be included in OUSD L5 are listed below.

Honored Modifications:

Mark an item as voting in both legislative files and agenda/minutes screens

Delete multiple agenda items at once

Have closed session items, based on their type

Make some closed session items public

Lock all files when agenda or minutes are published

Allow only certain people to change a file's status

Default all files to be private initially

Agendas/minutes retain their current look and functionality

Legislative file Tab which includes Extra Information, Funding Source, Contact.

Legislative file tab which includes Supplemental Info, Vendor Number, Concurrent Gov. No., Resource Code.

Open Platform, Legislative Management Suite and Citizen Participation

Granicus® Open Platform

The Granicus® Open Platform allows you to stream an unlimited number of meetings and events online and over mobile devices – play video in H.264* and Silverlight. Publish all of your content online with indefinite retention schedules. You can also access a library of community content and start publishing videos immediately. Finally, leverage an open architecture and connect in-house or third-party solutions to Granicus.

- Stream unlimited meeting bodies and events
- Indefinite retention schedules
- Intelligent media routing
- Community content library
- Open architecture and SDK
- Mobile device streaming with H.264*

* In pilot, will be available to all customers upon release

**Moving to Open Platform without the Granicus encoding appliance, offers streaming in H.264 for on-demand only, not live streaming.



Citizen Participation Suite

The Citizen Participation Suite allows you to seamlessly collect feedback from citizens on items tied to upcoming meetings. Reduce the administrative overhead of collecting, organizing, and managing citizen feedback through an online form available on your website. Automatically produce and distribute a consolidated report of comments to help elected members better understand the opinions of citizens before making policy decisions.

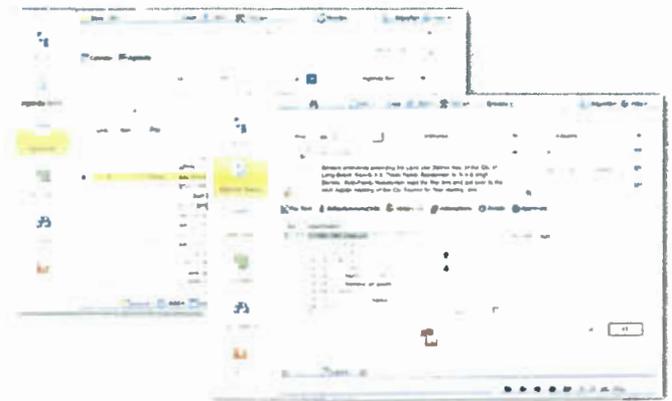
- Online comment form with related documents
- Website integration
- Get text and video comments on agenda items
- Build and distribute a consolidated report
- Agenda integration



Legislative Management Suite

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Once the agenda is generated, a minutes report is automatically created with the same data. All attendance, actions, movers/seconders, votes and notes can be captured for the public record. This Suite also allows you to track legislation from inception through approvals and actions taken.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Meeting minutes
- Track and search legislative data



Oakland Unified School District Investment

Pricing for Open Platform, Citizen Participation and Legislative Management Suites

Item	Up-Front Cost	Monthly Cost	Annual costs
Open Platform w/o hardware, Citizen Participation, Legislative Management Suite	\$1,500.00	\$230.00	
Sub-Total	\$1,500.00	\$230.00	
Tax	\$0.00	\$0.00	
12 month Grand Total	\$1,500.00		\$2,760.00

Pricing Table to L5 and Hosted Solution

Item	Up-Front Cost	Monthly Cost	Annual Costs
Legistar 5 upgrade	\$27,500.00	\$0.00	
Hosted Solution Migration	\$2,000.00	\$0.00	
Hosted Active Monitoring, Storage, Support	\$0.00	\$250.00	
Sub-Total	\$29,500.00	\$250.00	
Tax	\$0.00	\$0.00	
12 month Grand Total	\$29,500.00		\$3,000.00

Discount for ConTrack Discontinuation

Item	Up-Front Cost	Monthly Cost	Annual Costs
ConTrack Discontinuation	\$0.00	(\$230.25)	
Sub-Total	\$0.00	(\$230.25)	
Tax	\$0.00	\$0.00	
12 month Grand Total	\$0.00		(\$2,763.00)

Pricing for one time data migration from ApplicationXtender to L5

Item	Up-Front Cost	Monthly Cost	Annual Cost
Data migration from ApplicationXtender*	\$32,000.00	\$0.00	
Sub-Total	\$32,000.00	\$0.00	
Tax	\$0.00	\$0.00	
12 month Grand Total	\$32,000.00	\$0.00	\$0.00

*** NOTE: The pricing in this preliminary proposal is SUBJECT-TO-CHANGE. While this preliminary proposal will provide you with our best possible estimate of what your solution will look like, it is not considered complete until a network assessment has been completed. Our goal here at Granicus is to make sure that every new client has a successful deployment and to make sure that our products exceed your expectations. We believe that spending the time to accurately conduct an assessment of your network and documents will help us meet our goals and will ensure that you have the best experience possible. ***

Scope of Work for one-time data migration from ApplicationXtender to L5

Granicus needs to design and develop software for accepting incoming data (PDF files for 29000 documents) after necessary data validation. In addition Granicus software also needs to validate metadata associated with each PDF file before accepting the data. Metadata is a unique identifier for each of the PDF file. Granicus software will programmatically link each PDF file to corresponding reference in the Legistar system. This task also involves replacing current linking of the data to the Application extender. Development tasks will be followed by QA tasks for vigorously checking data integrity and file mapping to new Legistar Links.

*This proposal is based on the following assumptions.

- 1) All PDF's for migration to Legistar (approximately 29,000 of them) will be provided in a single location (e.g. a single folder with FTP access), and Granicus will be given access to that location.
- 2) Along with the PDFs, Granicus will be provided with a programmatic (i.e. automatic) way to uniquely link each PDF to its corresponding reference in the Legistar system. This can be, for example, a CSV file or database table containing, for each PDF, the file name of the PDF and its corresponding unique ID in the Legistar system.
- 3) No additional metadata needs to be carried over.
- 4) Granicus will not be the prime vendor for EMC.

Granicus Implementation Timeline

Granicus is dedicated to ensuring that your deployment stays on track and meets your needs. Project Implementation Timeline will be discussed and finalized upon on mutual agreement.

Project Scope of Work

1. Granicus shall be responsible for the following duties
 - a. Work with Oakland Unified School District IT staff to ensure that all network/hardware requirements are met to implement a hosted Legistar application,
 - b. Deploy the following solution components
 - i. Granicus hosted Legistar application for Oakland Unified School District's.
 - ii. Convert the imaging/document storage files from the legacy AX system for use with the Legistar system. The file conversion will be done following the implementation of the primary Legistar licensed project implementation
 - c. Granicus will assign a Project Manager to work with the District to make sure that the project is completed successfully as denoted in the implementation schedules table below
 - d. Granicus will gather preliminary information and samples and assign them to a team. The installation team may be made up of one to three members made up of project manager, trainer, or technical staff as needed.
 - e. Granicus Project Manager will manage milestones, technical quality assurance, and the training and communications strategy with the District Clerk's designated Project Coordinator.
 - f. Granicus and District Project Managers will evaluate the deliverables in each phase and a formal phase completion sign-off will be executed.
 - g. In the event there are minor conditions required for completion of a particular project phase, and upon mutual consent of Granicus and District Project Managers that the conditions are not significant enough to prevent procedure to the next phase, the District Project Manager may execute a sign-off of the phase and list the aforementioned conditions to be completed prior to the end of the next phase of the schedule.
 - h. Granicus will also train an initial group of 6 to 8 individuals with similar responsibilities and training requirements. Training will be delivered in a combination of formal training classes and free-form assistance or help-desk sessions.
 - i. Granicus will also provide system administration training to 2 to 4 staff members who are assigned the overall administrative tasks of the Legistar system.

- j. District System Administrators will be fully trained on administrative workflow and security administration management, eliminating the need to contact Granicus for Administration changes to your Legistar system.
 - k. The exact combination and schedule is based on the number of users, their skill and task level, determined during the project planning phase. Typically, a general user course will include 3 or 4 hours of classroom training followed by several afternoon hours as the students apply what they have learned.
2. Oakland Unified School District shall be responsible for the following duties
- a. The District will assign a Legistar project manager to the coordinator and primary liaison for the project. This person should have the authority to provide approval of project scheduling, customization/modification requests, tasks delivered and perform all the District side project organization tasks.
 - b. The District will also assign a Legistar administrator who will be responsible for all workflow settings, base data, language settings, workgroup assignments and Legistar user access

VII – Travel Expenses (Billed as incurred)

When providing on-site services, all out-of-pocket expenses will be billed to Oakland Unified School District without mark-up. Normally, all on-site expenses event scheduling requiring the participation of Granicus personnel will be arranged and agreed to no less than 14 days prior to commencement of the on-site event. Any changes to a scheduled on-site event made less than 14 days prior to the commencement of the event resulting from a client requested change or caused by actions or inactions by the client will incur a charge equal to one day of programming services plus any direct costs or programming charges incurred as a result of making such scheduled event changes.

Although the estimated travel expenses are based on the delivery of specific services requiring a specific number of trips at specific estimated costs, the actual number of trips and travel costs may vary. Granicus may provide a fewer or greater number of days of on-site services than what are estimated in the cost analysis as long as the total travel budget is not exceeded because of the need for additional on-site services. Granicus will use all reasonable efforts to keep travel costs within the original travel estimates. At any time that Granicus anticipates that the total travel and direct expenses will exceed the budget originally estimated, Granicus will notify the District of such projected overages prior to incurring the expense.

EXHIBIT B

CURRENT SOLUTION

[The remainder of this page is left blank intentionally.]

Oakland Unified School District Existing Solution

Granicus:

- Granicus Basic MediaManager access
- 9 streaming licenses
- Unlimited bandwidth usage
- 12 month guaranteed storage
- Granicus insight viewpage
- Live streaming encoder plus support
- Modern video player, Silverlight
- Live indexing
- 24/7 support

Monthly Managed Services: \$1,016.25

Annual Service Costs: \$12,195.00

Daystar:

- Legistar 4.8 plus modifications
- Locally hosted solution
- 24/7 support
- Modifications:
 - Mark an item as voting in both legislative files and agenda/minutes screens
 - Delete multiple agenda items at once
 - Have closed session items, based on their type
 - Make some closed session items public
 - Lock all files when agenda or minutes are published
 - Allow only certain people to change a file's status
 - Default all files to be private initially
 - Agendas/minutes retain their current look and functionality
 - Legislative file tab which includes extra information, funding source, contact
 - Legislative file tab which includes supplemental info, vendor number, coherent gov. number, resource code

Monthly Managed Services: \$1,254.00

Annual Service Costs: \$15,048.00

Combined Monthly Total: \$2,270.25

Combined Annual Total: \$27,243.00

EXHIBIT C

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 568 Howard Street, Suite 300, San Francisco, California, 94105.

(b) Telephone Numbers. Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1 from 5:00 AM to 6:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, twenty-four (24) hours a day, seven (7) days a week.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. Recognized Client Representatives. Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. Support Policy. When Granicus receives notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

5. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the

specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. Client understands that all work contemplated by this exhibit is on a “time-and-materials” basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus’ completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS’ SOLE OBLIGATION, AND CLIENT’S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

EXHIBIT D

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the sale of the hardware components of the Granicus Solution (the "**Hardware**") by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. This exhibit does not change any term of the Service Agreement except to the extent it is contrary to the Service Agreement. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Purchase Price.** The purchase price for the Hardware shall be the price specified in the Proposal.
2. **Title and Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Delivery is F.O.B. Granicus' point of shipment. Granicus will select the shipment method unless otherwise mutually agreed in writing. The risk of loss passes to Client upon delivery to the carrier at Granicus' point of shipment. Granicus retains title to the Hardware until Granicus has received payment in full of all sums due pursuant to this exhibit. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Hardware Warranty.** Granicus will provide to Client any warranty provided by the manufacturer with respect to the Hardware. Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials as long as such Hardware is then under the manufacturer's warranty.
5. **Service Response Time.** For hardware issues requiring replacement, Granicus shall respond (via written or verbal acknowledgment) to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of the request by the Client, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus or its Representatives access to the Hardware for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the time frame and progress of the repairs or replacements.
6. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved hardware. In order to provide the highest level of support, we recommend including Granicus-approved hardware in your solution. However, Granicus does afford clients with the option of utilizing their own hardware, providing that there is successful validation by Granicus technical staff. While it is Granicus' intention to provide clients that use their own hardware with the same level of customer care and continuous software upgrades, this level of service is not guaranteed.
7. **DISCLAIMER OF WARRANTIES.** NOTWITHSTANDING THE MAINTENANCE PROVIDED UNDER SECTION 4 ABOVE, THE SOLE WARRANTY ON THE HARDWARE IS ANY MANUFACTURER'S WARRANTY AS PROVIDED IN SECTION 1 ABOVE, AND GRANICUS DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT, WITH RESPECT TO THE HARDWARE.

NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF GRANICUS.

8. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.

9. **Managed Hardware.** Granicus provides the Client with the warranty provided by the manufacturer with respect to the Managed Hardware for an initial three year period. At the end of the initial three years, the continuing hardware needs of the Client will be re-evaluated in accordance with evolving technology. The key features of the Managed Hardware are as follows:

- Robust support for hardware, O/S, and applications
- 7x24x365 phone, chat and email support from certified experts
- Replaceable parts include next day onsite installation and replacement

Escalation management. Granicus provides the above mentioned warranty under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the managed hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

[end of Hardware Exhibit]

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus[®]

MediaVault[®]

Mobile Encoder[®]

Outcast Encoder[®]

StreamReplicator[®]

Granicus Trademark Names ™

Integrated Public Record[™]

Intelligent Routing[™]

LinkedMinutes[™]

LiveManager[™]

MediaCenter[™]

MediaManager[™]

MeetingMember[™]

MeetingServer[™]

Simulcast Encoder[™]

VoteCast[™]

VoteCast[™] Classic

VoteCast[™] Touch

Client Trademarks

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video files on DVR and a compact disc (CD) that contains the index and clip name data in CSV or XML format will be created and sent to the Client. This option may result in an additional charge to Client.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content from the MediaVault in CSV or XML format. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.