



Legislation Text

File #: RES-12:232, **Version:** 1

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE GRANICUS SERVICES AGREEMENT KNOWN AS THE GRANICUS GOVERNMENT TRANSPARENCY SUITE, BETWEEN GRANICUS, INC. AND THE CITY OF JONESBORO, ARKANSAS

Whereas, Granicus, Inc. submitted a proposal dated September 13, 2012 known as the Granicus Government Transparency Suite; And

Whereas, the Jonesboro City Council approved the 2013 City Clerk budget which included the Granicus Government Transparency Suite on December 18, 2012; And

Whereas, the Suite provides for streaming video, a citizen web portal, access to agendas and supporting documentation with use of mobile devices such as iPads; and provides for the highest security standards through a cloud-based platform, reducing the cost of IT support and maintenance.

Now Therefore Be It Resolved, by the City Council for the City of Jonesboro, Arkansas in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include additional costs of two thousand six hundred twenty-five dollars (\$2,625.00) up-front, and six hundred forty-nine dollars (\$649.00) per month as detailed in Exhibit A. Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. 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 managed 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.
3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
 - A. Paragraphs set forth in the body of the First Amendment
 - B. Paragraphs set forth in the body of the Services Agreement

5. IN WITNESS WHEREOF, the Jonesboro City Council authorizes this First Amendment to be executed by their duly authorized representatives, Mayor Harold Perrin and City Clerk, Donna K. Jackson.

PASSED AND APPROVED this 22nd day of January, 2013.