

COUNCIL AGENDA STATEMENT



Meeting Date: September 10, 2019  
To: Honorable Mayor & Members of the City Council  
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-88**, Approving A Second Amendment To The Contract Between The City And EssentialNet Solutions. For Information Technology Services In An Amount Not To Exceed \$9,645.90 Per Month; Authorizing The City Manager To Execute The Amendment And Expend Budgeted Funds On Behalf Of The City; And Providing An Effective Date

BACKGROUND & JUSTIFICATION:

The City’s technology consultant, EssentialNet Services has agreed to a second amendment to the contract for information technology services at a rate of \$9,645 per month, plus quarterly onsite service of 24 man hours or on an as needed basis at a flat rate of \$3,000 per visit. The previous amendment was at a rate of \$11,053 per month, including the flat rate \$3,000 per visit charge.

Staff recommends approval.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other – 2010 Sewer Mandate	_____	_____
3. Not applicable	x_____	_____

FISCAL NOTE:

The current proposed FY20 IT budget includes appropriations of \$119,755 for this agreement, including the onsite visit charges. If approved, an approximate \$8,000 increase will be included in the revised budget for approval at the September 12, 2019 first public hearing.

RECOMMENDATION:

Approval of Resolution.

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2019-88**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND ESSENTIALNET SOLUTIONS. FOR INFORMATION TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED \$9,645.90 PER MONTH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, since 2001, Essential Net Solutions, Inc. ("Consultant") has provided professional information technology services to the City of Marathon (the "City"); and

**WHEREAS**, the City continues to require the services of Consultant to provide professional information technology services; and

**WHEREAS**, the City and Consultant desire to enter into a second amendment to the Agreement for technology services in an amount not to exceed \$9,645.90 per month, plus quarterly onsite service of 24 man hours or as needed at a flat rate of \$3,000; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The amendment to the Agreement between the City and Consultant, detailed in Exhibit "A" and the previous agreement attached hereto as Exhibit "B," is hereby approved. The City Manager is authorized to execute the amendment and expend budgeted funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10<sup>th</sup> DAY OF SEPTEMBER, 2019.**

**THE CITY OF MARATHON, FLORIDA**

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**Mayor John Bartus**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE  
CITY OF MARATHON, FLORIDA ONLY:**

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David Migut, City Attorney

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR  
THE PROVISION OF INFORMATION TECHNOLOGY SERVICES**

This Amendment to the Professional Services Agreement for the Provision of Information Technology Services (the “Amendment”) made and entered into this \_\_ day of \_\_\_\_\_ between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as “City”) and EssentialNet Solutions Inc., a Florida corporation, with its address at 7145 Turner Road, Suite 102, Rockledge, Florida 32955 (hereinafter referred to as “Consultant”).

**WITNESSETH:**

**WHEREAS**, since October 1, 2001, Consultant has had a Professional Services Agreement (the “Agreement”) with the City for the Provision of Information Technology Services; and

**WHEREAS**, the City and Consultant desire to amend the Agreement to extend the term as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

**Section 1.      Scope of Services/Deliverables**

**1.1**           The Consultant shall furnish the following items:

1. Managed Services for all City IT equipment including Servers, Desktops, Laptops, Switches, Storage Area Networks, Routers, Fiber Network, and Printers at all locations.
2. Remote Backup to ENS Data Center of all City Servers
3. Spam Filtering Monthly Service
4. Unlimited Remote Support via Telephone and Remote Access Software
5. Supervision of City IT employees
6. Management of all IT Related Projects
7. Budget and Resource IT Planning
8. Assistance in IT requisitions, purchase and vendor agreements
9. Offsite hosting of Email and backup Domain Controller Servers
10. Remote standby of City Virtual Servers in case of local server outage
12. DNS Hosting of City Domain [ci.marathon.fl.us](http://ci.marathon.fl.us)

13. 24 man hours onsite 4 times per year (or as needed) to be billed at a flat rate of \$3,000 when needed.

**Section 2. Amendment to Section 2.1 of the Agreement**

2.1 This Agreement shall remain in effect through September 30, 2020, unless terminated in accordance with Paragraph 8. Any renewal shall be in writing and executed by both parties.

**Section 3. Compensation and Payment**

3.1 The consultant shall receive a monthly fee not to exceed \$9,645.90 per month for the above mentioned services, invoiced on a monthly basis.

**IN WITNESS WHEREOF**, City and Consultant have set their hands and seals, as of the day and year first above written.

Attest:

City of Marathon, Florida

\_\_\_\_\_  
Diane Clavier  
City Clerk

\_\_\_\_\_  
Chuck Lindsey  
City Manager

Approved As To Form And Legality For The Use  
And Reliance Of The City Of Marathon, Florida Only:

\_\_\_\_\_  
David Migut  
City Attorney

EssentialNet Solutions, Inc.

\_\_\_\_\_  
Jonathan S. Redrup  
Accounts Manager

**EXHIBIT B**

**Resolutions 2010-74 and 2017-71 Included by Reference**