

COUNCIL AGENDA STATEMENT



Meeting Date: September 8, 2020
To: Honorable Mayor & Members of the City Council
Through: Chuck Lindsey, City Manager
From: Lesiel Martinez, IT Manager

Agenda Item: **Resolution 2020-63**, Approving A Second Amendment To The Contract Between The City And EssentialNet Solutions. For Information Technology Services In An Amount Not To Exceed \$9,253 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 modify their contract with the City to decrease the monthly fee and extend the contract for one year.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

Approved By Finance Director:

RECOMMENDATION:

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2020-63**

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 \$9,253 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 amend the Agreement for technology services in an amount not to exceed \$9,253 per month, invoiced on a monthly basis, plus other incidental subscription services which may be added or removed during the term. There will be an additional one time charge for Office 365, budgeted in the amount of \$24,000 which will be payable to Consultant.

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 8th DAY OF SEPTEMBER, 2020.

THE CITY OF MARATHON, FLORIDA

Steven Cook, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

City Attorney

EXHIBT A

Resolution 2010-74 Included by Reference

EXHIBIT B

**AMENDMENT II 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 8th day of September, 2020 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 and compensation 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:

- 1.1.1** Managed Services for all City IT equipment including Servers, Desktops, Laptops, Switches, Routers, and Printers at all locations.
- 1.1.2** 24 Man-Hours onsite support per quarter
- 1.1.3** Remote Backup Monthly Service
- 1.1.4** Spam Filtering Monthly Service
- 1.1.5** Email Bagging Monthly Service
- 1.1.6** Unlimited Remote Support via Telephone and Remote Access Software
- ~~**1.1.7** Supervision of City IT employees~~
- ~~**1.1.8** Management of IT requisitions, purchase and vendor agreements~~
- ~~**1.1.9** Management of all IT Related Projects~~
- 1.1.10** Budget and Resource IT Planning

Section 2. Amendment to Section 2.1 of the Agreement

2.1 This Agreement shall remain in effect through September 30, ~~2020~~ 2021, 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 ~~\$11,053~~ \$9,253 per month for the above mentioned services, invoiced on a monthly basis, plus other incidental subscription services which may be added or removed during the term. There will be an additional one time charge for Office 365, budgeted in the amount of \$24,000 which will be payable to Consultant.

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:

City Attorney

EssentialNet Solutions, Inc.

President