

Sponsored by: Janke

**CITY OF MARATHON, FLORIDA
RESOLUTION 2003-121**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND ESSENTIALNET SOLUTIONS, CONCERNING THE PROVISION OF INFORMATION TECHNOLOGY SERVICES

WHEREAS, on December 19, 2002, the City of Marathon, Florida (the "City") entered into an agreement with EssentialNet Solutions ("ENS") for Information Technology Services; and

WHEREAS, the City has budgeted funds in the amount of Twenty Eight Thousand Eight Hundred dollars (\$28,800.00) for fiscal year 2003-2004 to provide for these services; and

WHEREAS, the City and ENS desire to amend the existing agreement between the parties so that ENS may continue providing information technology services to the City for a term of one (1) year at a revised scope of services and in accordance with the adopted budget for FY 03/04 (the "First Amendment").


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

Section 1. The First Amendment between the City and ENS regarding the provision of information technology services to the City for a term of one year and in the amount of \$28,800.00, a copy of which is attached as Exhibit "A"; together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 14th day of October, 2003.

THE CITY OF MARATHON, FLORIDA



Randy Mearns, Mayor

AYES: Bartus, Pinkus, Repetto, Worthington, Mearns
NOES: None
ABSENT: None
ABSTAIN: None

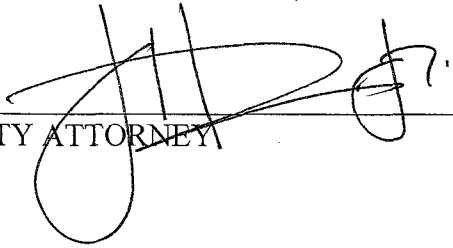
ATTEST:



Cindy L. Ecklund, CITY CLERK

(City Seal)

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



CITY ATTORNEY

2003-121

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MARATHON, FLORIDA AND ESSENTIALNET
SOLUTIONS, INC.**

This First Amendment to Agreement for professional information technology services (the "First Amendment") made and entered into this 14th day of October, 2003, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida (the "City") and EssentialNet Solutions, Inc., a Florida corporation, providing information technology services (the "Consultant").

WHEREAS, on December 19, 2002, City and Consultant entered into an agreement whereby Consultant has provided professional information technology services to the City (the "Agreement"); and

WHEREAS, City and Consultant desire to amend the Agreement as set forth herein so that Consultant can continue to provide professional information technology services to the City (the "First Amendment"). A copy of the Agreement is attached as Exhibit "A" and incorporated by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

Section 1. Amendment to Section 2 of the Agreement. The parties hereby amend Section 2 of the Agreement to read as follows:

2. SCOPE OF SERVICES

Consultant shall provide the following services to the City:

2.1 DATA MIGRATION:

~~CONSULTANT shall perform data migration services in the transfer of all essential data from the current City server, as provided by Severn Trent and Associates, to the CITY's Dell PowerEdge 2600 provided for by CONSULTANT, at the direction of the City Manager.~~

2.2 WEBSITE DEVELOPMENT:

~~The following services will be provided by consultant through their subconsultant Black Widow Internet Services of the Keys, Inc., located at 6303 Overseas Highway, Marathon, Florida 33050:~~

- ~~2.2.1. Design and host the CITY's website containing departmental descriptions, Council meeting schedule, meeting agendas, agenda packages and minutes.~~

- ~~2.2.2. Installation and implementation of Document Builder software to allow authorized CITY employees to add, delete and modify CITY documents residing on the CITY website.~~
- ~~2.2.3. Publish CITY provided GIS database interface on the website.~~
- ~~2.2.4. Publish CITY provided City View database interface on the website.~~
- ~~2.2.5. Publish CITY provided City View database interface on the website.~~
- ~~2.2.6. Provide dedicated D1 1.5Mbs connection.~~
- ~~2.2.7. Provide statistical reports to the CITY, regarding website traffic and usage.~~

~~2.3 INFORMATION TECHNOLOGY:~~

- ~~2.3.1. Install and configure a Dell PowerEdge 2600 server at the City offices to improve performance, insure against data loss, and minimize potential down time of data systems.~~
- ~~2.3.2. Provide centralized management of all network resources and a central location for the electronic storage of the CITY's documents.~~
- ~~2.3.3. Insure electronic data security and integrity with a nightly backup and the ability to restore from a central location.~~
- ~~2.3.4. Install and configure a Dell Optiplex GX260T workstation and four (4) Dell Optiplex GX260S workstations, all with Microsoft Office SB XP software.~~
- ~~2.3.5. Maintain software and hardware uniformity and interchangeability among users.~~
- ~~2.3.6. Provide a Xerox Color laser printer for City Hall and three (3) HP LaserJet Printers for use at City Hall, the City Marina and the City Fire Department.~~
- ~~2.3.7. Maintain a three year replacement program for all computers and equipment.~~
- ~~2.3.8. Design and supervise installation of all data cabling. Actual installation and monthly fee for internet services by an independent internet service provider shall be at an additional cost to the CITY, upon approval of the City Manager.~~
- ~~2.3.9. Provide all users with e-mail connections for internal and external communications and common contact lists and scheduling.~~

- ~~2.3.10. Provide for a Fujitsu Flatbed Scanner.~~
- ~~2.3.11. Provide for and configure five (5) Dell Latitude C640 Laptops with Microsoft Office SB XP software.~~
- ~~2.3.12. Provide for and reconfigure a wireless network currently owned and operated by Severn Trent and Associates. Ownership of the wireless network will be transferred to the CITY.~~
- ~~2.3.13. Install and provide training for Marina software.~~
- ~~2.3.14. Install and provide training for Cisco phone system upgrade.~~
- ~~2.3.15. Promote sharing of information and collaborative work between all CITY staff.~~
- ~~2.3.16. CONSULTANT shall provide CITY with three (3) days or 24 hours of technical support per month throughout the duration of this Agreement for the first three (3) months of this Agreement.~~

- 2.1 Consultant will provide Network Administration services by implementing a 12-month remote administration service contract, for all support services that can be provided through this channel. In addition to this remote support service, Consultant will guarantee an on-site engineer for the period of two (3) non-cumulative days per month for 12 months. Service also includes:
 - New software and hardware installation
 - Troubleshooting desktop and server problems
 - Internet connectivity and email verification
 - System server and desktop maintenance (tape backup verification, tape drive cleaning and service, service release updates, virus check verification, disk fragmentation and scanning, printer cleaning and toner replacement)
 - Miscellaneous computer tasks as needed
- 2.2 Monthly maintenance of network and individual PC's.
- 2.3 Maintenance network security (to include adding or deleting users)
- 2.4 Maintenance of e-mail server (to include adding or deleting users)
- 2.5 Review software and hardware purchase requests to insure compatibility with network system.
- 2.6 Review equipment for protection from electrical surges and power outages
- 2.7 Assist with budget preparation by projecting future needs requirements
- 2.8 Assist in liaison with software vendors as needed
- 2.9 Assist with implementing and maintaining site connectivity
- 2.10 Prepare system schematization of existing networks
- 2.11 12 months of unlimited telephone support.

Section 2. Amendment to Section 3 of the Agreement. The parties hereby amend Section 3 of the Agreement to read as follows:

3. COMPENSATION

- 3.1. ~~For all Services provided by CONSULTANT as described in Section 2 of this Agreement, the CITY shall pay CONSULTANT a total fee of \$97,670.00, in the matter prescribed by Section 3.2.~~
- 3.2. ~~For the compensation described in Section 3.1., a deposit of \$89,582.50 will include 100% of all hardware, software and vendor supplied services, as well as 50% of CONSULTANT labor. The balance of \$8,087.50, which will represent the remaining 50% CONSULTANT's labor will be due upon completion of installation and reconfiguration of the system. Final payment will not be made until all systems are functioning properly.~~
- 3.3. ~~For additional site maintenance on the website the CITY shall compensate the CONSULTANT \$55.00 per hours for front end service and re-design, at the request to the City Manager. For additional site maintenance on the website, regarding the back-end server, the CITY shall pay CONSULTANT \$150.0 per hour, at the request of the City Manager.~~
- 3.4. ~~For maintenance support following the first three (3) months of the Agreement, CITY shall pay CONSULTANT \$7,200.00 for each additional three (3) months during the one (1) term of this Agreement.~~
- 3.5. ~~If City Manager finds a diminished need for maintenance support following any three (3) month maintenance support period, City Manager will have the option of reducing the maintenance support to two (2) days per month at a pro-rated cost of \$4,800.00, by giving written notice to CONSULTANT within ten (10) days of the start of said maintenance support period.~~
- 3.6. ~~For additional technical support exceeding the three (3) days or 24 hours provided for under the terms of this Agreement, CITY shall compensate CONSULTANT \$105 per hour, at the request of the City Manager.~~
- 3.7. ~~CONSULTANT shall additionally be reimbursed for actual travel and shipping expenses, with prior approval of the City Manager.~~

- 3.1 For all services provided by Consultant as described in Section 2 of this Agreement, the City shall compensate Consultant at the rate of \$28,800 to be paid in twelve (12) equal monthly installments.
- 3.2 Consultant shall provide the City with an invoice on a monthly basis within ten (10) calendar days of the end of each month stating the services provided in the preceding month.
- 3.3 The City shall make payment on said invoices of approved amounts due as required under the Florida Prompt Payment Act. No payments shall be due or payable for service not performed.
- 3.4 The compensation specified in Sections 3.1 of this Agreement shall not increase for the duration of this Agreement.

Section 3. Amendment to Section 7 of the Agreement. The parties hereby amend Section 2 of the Agreement to read as follows:

7. **TERM**

7.1 This Agreement shall become effective upon execution by both parties and shall continue in force for a term of one (1) year from its execution, unless earlier terminated as provided in Section 8.

~~7.2 The CITY shall have the option to renew the labor and services portion this Agreement for a period of one year upon the same terms and conditions contained herein plus 5% upon 60 calendar days written notice to CONSULTANT. Thereafter, any renewal shall be in writing and executed by both parties.~~

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement dated December 19, 2002, and any subsequent amendments, remain in force and effect.

DATED this ___ day of October, 2003.

WITNESSES:

ESSENTIALNET SOLUTIONS, INC.

Diane Clavier
 Print Name: Diane Clavier

Donna M. Colano
 Print Name: Donna M. Colano

By: John L. Redrup, Jr.
 Print Name: John L. Redrup, Jr.
 Title: President

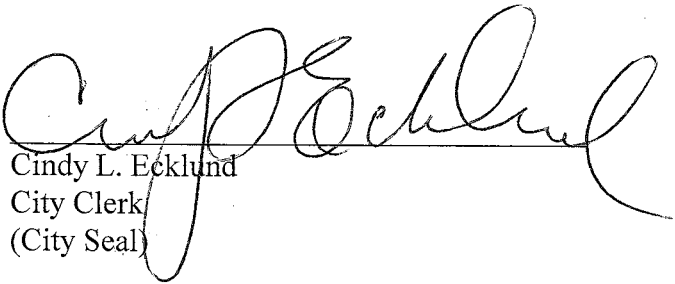
Date: 10-29-03

THE CITY OF MARATHON, FLORIDA



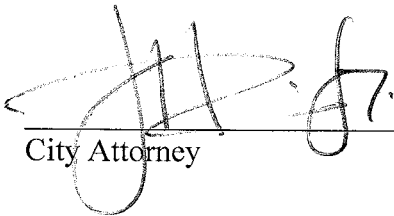
Randy Mearns, Mayor

ATTEST:



Cindy L. Ecklund
City Clerk
(City Seal)

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



City Attorney