

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-147**

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

WHEREAS, on October 12, 2004, the City of Marathon, Florida (the “City”), entered into an Agreement with EssentialNet Solutions, Inc, (the “Contractor”) whereby the Contractor has provided professional information technology services to the City (the “Agreement”); and

WHEREAS, the City and the Contractor desire to amend the existing agreement between the parties so that the Contractor may continue providing professional information technology services to the City for a term of one (1) year in accordance with the adopted budget for FY 06/07 (the “First Amendment”).

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 Council hereby approves the First Amendment between the City and the Contractor regarding the provision of professional information technology services to the City for a term of one (1) year and in the amount of \$28,428.00, a copy of which is attached hereto as Exhibit “A”; together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. The City Manager is authorized to sign the First Amendment 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 26th day of September, 2006.

THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Mearns, Pinkus, Tempest, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None


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

FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES BETWEEN THE CITY OF MARATHON, FLORIDA AND ESSENTIALNET SOLUTIONS, INC.

THIS FIRST AMENDMENT is made and entered into this 26th day of September 2006, between EssentialNet Solutions, Inc., a _____ corporation, and the City of Marathon, Florida, a Florida municipal corporation, for the provision of information technology services.

WHEREAS, on October 12, 2004, the City of Marathon, Florida (the "City"), entered into an Agreement with EssentialNet Solutions, Inc. (the "Contractor") whereby the Contractor has provided professional information technology services to the City (the "Agreement"); and

WHEREAS, the Agreement is expiring and has a provision for one (1) additional one (1) year term, subject to a three percent (3%) annual cost of living increase in compensation; and

WHEREAS, the City and the Contractor wish to extend the Agreement for an additional one (1) year; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby amend the Agreement to read as follows:

1. **Amendment to Section 2 Term/Commencement Date.** The parties hereby amend Section 2.1 of the Agreement to read as follows:

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain and continue in effect until September 30, 2006~~7~~, unless earlier terminated in accordance with Paragraph 7 of this Agreement ~~or extended in accordance with Paragraph 2.2 of the Agreement~~ (the "Term").

2. **Section 3 Compensation and Payment.** The parties hereby amend Section 3.1 of the Agreement to read as follows:

3.1 The Consultant shall receive a total fee of ~~\$26,400.00~~ \$28,428.00 (the "Contract Price") for the Term of this Agreement, payable in monthly installments of ~~\$2,200~~ \$2,369.00, as consideration for the provision of IT Services. ~~In the event the City elects to extend the Term of this Agreement, in accordance with Paragraph 2.2, the Contract Price paid to Consultant shall be adjusted three percent (3%) for the Term Extension. Except as provided for in Section 3.3, the Contract Price shall constitute full payment and includes all sub-consultant fees, labor, overhead, reproduction costs, review fees, travel, mileage, telephone expenses, other costs, and profits.~~

3. **Agreement in full force and effect.** Except as provided herein, all other terms and conditions of the Agreement, and any subsequent amendments, remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the day and year first above written.

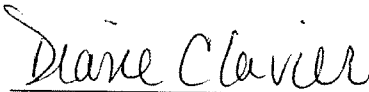
City of Marathon

(SEAL)

ATTEST: City of Marathon Clerk



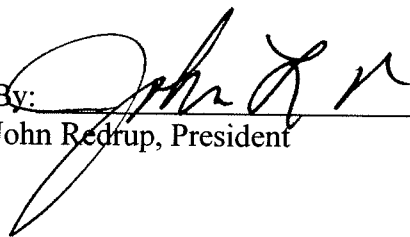
Michael H. Puto, City Manager



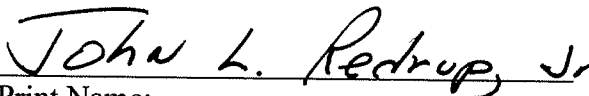
Diane Clavier, City Clerk

CONSULTANT
EssentialNet Solutions, Inc.

Witnesses:

By: 

John Redrup, President



Print Name: