

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2008-149**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT WITH ESSENTIALNET SOLUTIONS, INC. FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, since 2001, EssentialNet Solutions, Inc. (the “Contractor”) has been providing professional information technology services to the City of Marathon (the “City”); and

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

**WHEREAS**, the City Manager has negotiated a proposed contract with the Contractor for information technology services for fiscal year 2008-2009; and

**WHEREAS**, in order to maintain organized growth and continuity of services, the City Manager recommends approval of the contract by City Council;

**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 City Council hereby approves the agreement between the City and EssentialNet Solutions, Inc. regarding the provision of professional information technology services to the City for a term of one (1) year in the amount of \$45,210.00, 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. The City Manager is hereby authorized to sign the Agreement 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 23rd day of September, 2008

**THE CITY OF MARATHON, FLORIDA**

  
Edward P. Worthington, Mayor

AYES: Bull, Cinque, Tempest, Vasil, Worthington  
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:**

  
Jimmy Morales, City Attorney

**AGREEMENT BETWEEN THE CITY OF MARATHON AND ESSENTIAL NET SOLUTIONS, INC. FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is made between ESSENTIALNET SOLUTIONS, INC., a Florida corporation, (hereinafter the "Consultant"), and the CITY OF MARATHON, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

This Agreement shall become effective October 1, 2008 upon execution by both parties and shall remain and continue in effect until September 30, 2010, unless mutually extended by the parties in writing.

The Consultant shall receive a total fee of \$45,210.00 annually (the "Contract Price"), for the term of this Agreement, payable in monthly installments. The Consultant shall provide on-site and remote Information Technology (IT) services as follows:

The Consultant will provide an on-site systems engineer for three (3) days per month (24 hours) to manage the City's network and oversee the City's part time IT staff. The Consultant will also provide remote services throughout the month, monitoring the City's network and responding to issues as they arise.

Additional on-site non-scheduled technical support would also be provided upon request and availability and would be billed at a rate of \$125.00 per hour (plus travel and lodging expenses). This service will allow the City of Marathon staff to utilize ENS when additional IT consulting is needed.

The Contract Price does not include any hardware or software products required to implement any of the services specified.

The City shall have the right to terminate this Agreement without any penalty upon thirty (30) days' prior written notice to the Consultant.

**Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

1. Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.

2. Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
4. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

**Nondiscrimination.**

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination

**Ownership and Access to Records and Audits.**

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**Independent Contractor.**

The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**Prohibition Of Contingency Fees.**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**Compliance with Laws.**


The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

**IN WITNESS WHEREOF**, the parties hereto hereby execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same, and by the Consultant, signing by and through its President, who has been duly authorized to execute same.

Attest:


**CITY OF MARATHON**

  
Diane Clavier, City Clerk


By:   
Clyde Burnett, City Manager

Date: 9-29-08

Approved by City Attorney  
for legal sufficiency for City  
use only:

  
City Attorney

**ESSENTIAL NET SOLUTIONS, INC.**

By:   
John Redrup, President

Date: 9-26-08