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**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AGREEMENT WITH ESSENTIAL NET SOLUTIONS, INC. IN THE AMOUNT OF \$23,100.00 FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the proper functioning of the City's information network is essential to the City staff's performance; and

WHEREAS, the City has a current agreement with Essential Net Solutions, Inc. for the provision of Information Technology services to the City; and

WHEREAS, the City desires to amend its agreement with Essential Net Solutions, Inc. to provide for additional on-site support to ensure the continuity and proper management of the City's IT function while there is a vacancy in the IT Director staff position.

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. Council authorizes the City Manager to execute the amended agreement with Essential Net Solution which is attached as Exhibit A to this resolution and incorporated herein by reference in the amount of \$23,100.00.

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 February, 2008.

THE CITY OF MARATHON, FLORIDA



Edward P. Worthington, Mayor

AYES: Bull, Cinque, Tempest, Vasil, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

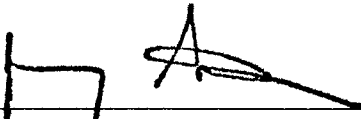
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney

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

THIS AMENDED 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 March 1, 2008 upon execution by both parties and shall remain and continue in effect until September 30, 2008, unless mutually extended by the parties in writing.

The Consultant shall receive a total fee of \$ 23,100.00 (the "Contract Price"), for the term of this Agreement, payable in monthly installments of \$ 3,300.00. 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.

The City shall have the right, upon 30 days prior written notice from the City Manager to the Consultant, to reduce the on-site systems engineer's time from three (3) days per month (24 hours) to any of the following: (i) two (2) days per month (16 hours at a monthly rate of \$2,350.00), (ii) one (1) day per month (8 hours at a monthly rate of \$1,350.00, or (iii) service on an hourly basis as set forth below.

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.

The parties execute this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, duly authorized to execute same, and Consultant, by and through its President, duly authorized to execute same.

City of Marathon

By: Michael Hutto

Date: 2/28/08

Consultant

By: [Signature]

Date: 2-28-08