

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2011-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, REPEALING AND SUPERSEDING RESOLUTION 2010-07 AND APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE (DATABASE DESIGN SERVICES).**

**WHEREAS**, pursuant to Resolution 2003-134, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

**WHEREAS**, pursuant to Resolution 2007-156, the City Council amended the Purchasing Policies and Procedures to provide that any purchases over \$10,000 and less than \$25,000 must be placed on a City Council agenda as a consent item for approval prior to execution of the contract or consummation of the purchase; and

**WHEREAS**, following further demonstrations it was determined that a customized database design is a better alternative in lieu of purchasing an off the shelf software product.

**WHEREAS**, CES Consultants is capable of designing a customized database for the City with customer service tools, work order and equipment maintenance management functions, reporting and expenditure tracking tools.

**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.

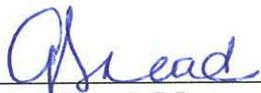
**Section 2.** The City Council hereby repeals and supersedes Resolution 2010-07 for the purchase set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 3.** The City Manager is authorized to execute any agreements in connection with the purchases.

**Section 4.** This resolution shall take effect immediately upon its adoption.

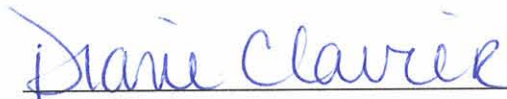
**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 8th day of February, 2011.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Ginger Snead, Mayor**

AYES:           Cinque, Keating, Ramsay, Worthington, Snead  
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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MARATHON, FLORIDA  
AND  
CES CONSULTANTS, INC.**

**THIS AGREEMENT** is made between **CES CONSULTANTS**, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, and fee for the provision of computerized database system design services by the Consultant to the City (the "Database Design Services"); and

**WHEREAS**, the City desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

**1. Scope of Services/Deliverables.**

- 1.1 The Scope for the Database Design Services is outlined in the Proposal letter, dated October 14, 2010; attached as Exhibit 1. This Agreement will authorize Task One of the Proposal.
- 1.2 The City will evaluate CES ability to deliver the software as proposed at 30% completion or \$9,500, whichever occurs first. Therefore, the City has the unilateral right to cancel the Consultant's Professional Services Agreement and this Project at that time.
- 1.3 If the City elects to proceed, the balance of \$15,500 in the Consultants Proposal letter for this Project may require authorization by the City Council.


1.4 The scope does not include:

- Hardware or Software licenses required to run the Database.
- GIS Integration Coding

1.5 Additional services above the scope shall be provided upon request and availability, and will be billed at a rate of \$125.00 per hour (plus travel and lodging expenses).

**2. Term/Commencement Date.**

- 2.1 This Agreement shall become effective October 15, 2010 and shall remain in effect through October 15, 2011, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for a one (1) year period upon the same terms and conditions contained herein upon 30 calendar days written notice to Consultant. Thereafter, any renewal shall be in writing and executed by both parties.
- 2.2 Consultant agrees that time is of the essence and that it shall perform all database design Services in a professional and time sensitive manner.

~~1.3. Additional services above the scope shall be provided upon request and availability, and will be billed at a rate of \$125.00 per hour (plus travel and lodging expenses).~~ 

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective September 20, 2010 and shall remain in effect through September 30, 2011, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for a one (1) year period upon the same terms and conditions contained herein upon 30 calendar days written notice to Consultant. Thereafter, any renewal shall be in writing and executed by both parties.

2.2 Consultant agrees that time is of the essence and that it shall perform all database design Services in a professional and time sensitive manner.

3. **Compensation and Payment.**

3.1 The Consultant shall receive a lump sum fee of \$9,500 for the Project, payable in two (2) equal amounts.

3.2 The Consultant shall invoice the City on a monthly basis.

3.3 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the provision of the Database Design Services.

4.2 Any subconsultants used must have the prior written approval of the City Manager.



5. **City's Responsibilities**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform the Database Design Services as may be requested in writing by the Consultant.

6. **Consultant's Responsibilities**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Database Design Services as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the termination of this Agreement, it is determined that the Consultant's work is incorrect, defective or fails to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any adversarial information technology issues in the City. For the purposes of this section "adversarial" shall mean any matter that is materially adverse to the City's interest.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall cease all work unless directed otherwise by the City Manager.



- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the IT Services provided to the City, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **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:

- 9.1 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.
- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000.00 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.
- 9.3 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00.
- 9.4 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.

10. **Nondiscrimination.**

10.1 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 to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.



13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Roger Hernstadt, City Manager  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

With a Copy to: John Herin, Jr., Esq  
Stearns Weaver Miller  
Weissler Alhadeff & Sitterson, P.A.  
150 W Flagler St, Suite 2200  
Miami, FL 33130

For The Consultant: Luis Olivares, P.E., Sr. Vice President  
CES Consultants, Inc.  
14361 Commerce Way, Suite 103  
Miami Lakes, Florida 33016

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.



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

- 16.1 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.
- 16.2 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.
- 16.3 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.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances, and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor 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.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the provision of IT Services.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition Of Contingency Fees**

23.1 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.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[SIGNATURES APPEAR ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties 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 Consultant by and through its President, who has been duly authorized to execute same.

Attest:



  
Diane Clavier, City Clerk

CITY OF MARATHON

By:   
Roger Hernstadt, City Manager

Date: 10/29/10

CONSULTANT

  
By:   
Luis Olivares, P.E. Sr. Vice President

Date: 10/25/10



October 14, 2010

Mr. Roger Hernstadt  
City Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

Re: City of Marathon – Database System Design and Integration Services

Dear Mr. Hernstadt:

CES Consultants, Inc. (CES) is pleased to submit this proposal letter to provide a Database and Information System Design and Integration Services for the City of Marathon (City).

Section 1 - Project Description

It is our understanding that the City requires an Asset Management, Service Request Management, and Time Reporting Database System.

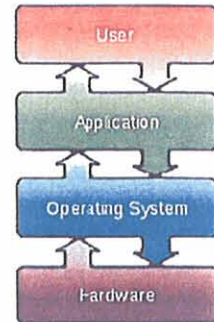
**Table Design:** Design a relational database with up to 50 tables.

**Query & Reporting:** The system must be capable of generating custom queries and reports based on the City needs.

**Input efficient:** A Graphical User Interface (GUI) system that is easy to populate and user friendly.

**Accessibility:** The system needs to be accessible via multiple offices and down to the street level via mobile devices and desktop computers.

**Ability to populate while in development:** The core tables (i.e. employee table) need to be accessible for populating while the database system is under development.



Section 2 - Overall Approach and Methodology

CES has developed and managed similar projects successfully while ensuring that the projects get delivered on time and under budget. For this particular case, we have developed an approach to the project similar to methods previously used on highly successful projects.

To provide the City with a Database System that will effectively include and address all the requirements mentioned above, CES is proposing a three phase solution:

**Task One -** Design tables and define system scope. This includes designing all the tables and their relationships, define the infrastructure needs, and define the scope of the system. Also, create the necessary data entry forms and import data if available.

**Task Two -** Develop a finished product and Implement the system. This includes creating all the software code. The finish product capabilities are defined below:



### General Constraints

1. Data entry preference is to use codes as opposed to using letters on keyboard.
2. All tables need to be based on a dates – i.e. hourly rates may vary by periods. The system needs to take this into account.
3. All Lookup Lists on forms must have an "Add new" option button.
4. Date input fields should have a calendar drop down and should default to the current date.

### Security

1. No recorded can be deleted.
2. Levels of security should be filtered by department. Admin User can work all departments; Department User can view all departments but only work their departments, Contractor User can only see and work what is assigned to them.
3. Password Complexity - Numbers and Letters.
4. Users (Employees, Contractors) should be tied to department # for security reasons
6. Contractors can only view their assigned work, regardless of department.
7. NNNN – department - WXYZ – asset – if you don't belong to the department, you cannot change, unless you are Admin User.

### Departments

1. Problem (Service Codes) Tied to departments. Hence, each department can define its departments' service codes.
2. Service Request should be generated automatically for assets that require preventive maintenance.

### Login Actions

1. When a User logs in, the system needs to automatically detect his department and his service requests.
2. If a request is overdue it must pop up in a reminder window when the user signs in.





### Service Request

1. For each problem type there is a checklist of tasks that each department needs to be able to custom define.
2. Problem numbers need to be tied to department so that it issues the *proper task list*.
3. Ticket status types: open - closed - void.....etc.
4. Service Request will generate in two ways: by employees and Preventive Maintenance automatic system generation.
5. Ability to flag it if it is an emergency. By default it is not an emergency.
6. Days to resolve tied to the problem.
7. When Service Request is created an automatic email needs to notify the entity assigned to the request.
8. The Entity assigned to the Service Request is also the entity that will add labor, material, and equipment.

### Tasks

1. Tasks have sequential dependency on one another. Task A cannot continue until task B is complete. Sequence is importance. The tasks need to have an order number.
2. Tasks need to have due dates and if not completed within x time frame, the user should have the option of specifying an automatic action or manual action to switch to a different contractor.
3. Tasks need # of days to complete.
4. Need to Track Time, Material, and Equipment per task.
5. Material needs to bill at a rate per quantity. Equipment's and Employee is billed by time.
6. Tasks need statuses (i.e. open or closed).

### Time Reporting

1. Track and tie Hourly Rates to dates. IF a rate changes, it should not affect historical data.
2. Ability to Report Time Daily or Weekly.
3. The system needs to allow entering Labor, Material and Equipment Once and applying to one person or all crew members.



#### **Asset Management**

1. Material and Equipment are both assets.
2. Need to keep track of Inventory for Material.
3. Need to keep track of Scheduled Maintenance for Equipment.
4. Some Equipment assets do not require stock tracking (i.e. expensive pumps). However the ability to keep track of stock should be there.
5. Need to store Asset value, location, technical info, and manufacturer specifications.
6. Some Assets need to be tied to treatment facility (i.e. Pumps in Little Venice Waste Water Facility).
7. Need to keep track of Asset Replacement date by Dollar amount - for Capital Budgeting Purposes.

#### **Asset Preventive Maintenance**

1. Both Storm water and Wastewater Systems require preventive maintenance.
2. Maintenance needs to be scheduled by different periods: i.e. Weekly, Monthly, Bi-weekly....
3. Equipment maintenance needs the option to setup the generation of an automatic service request. The domain is time passed and hours used.

#### **Reporting & Query**

All Queries and reports need the ability to filter by date. Reports and Queries needed are:

1. Open Service Requests
2. Overdue Service Requests
3. Service Requests by Department.
4. Service Requests by Area
5. Service Requests by Contractor.
6. Time, Material, and Equipment use report by Contractor.
7. Time, Material, and Equipment use report by Type of Service.
8. Capital needs for Asset Replacement in Year xxxx.



9. Assets by Location.
10. Preventive Maintenance Schedule by Asset.

**Task Three** - Develop a Training Plan and Training of key employees on how to use the system.

### Section 3 – Scope of Work and Deliverables

As part of this proposal, CES would be responsible for providing services necessary to develop and complete Tasks one and two as described in our proposed approach and methodology. We anticipate that we will need to complete the following:

#### **Task 1:**

- 1.1. **Define the scope of the system:** Define the limits of the database system to ensure they meet the City requirements. Define the scope of phase two and three. Finally, define the level of integration with GIS and the reporting and query capabilities.
- 1.2. **Design Tables:** Design all the tables required for the database system and their relationships.
- 1.3. **Review and assess the IT Infrastructure:** review the current IT infrastructure and recommend any hardware or software upgrades (if any) to run the system.
- 1.4. **Enable the core tables for data input.** Prepare a data entry interface so that city staff can begin to populate the core tables while the system is under development.

#### **Task 2:**

- 2.1. **Develop and Implement the System:** Once Task 1 is completed; CES will create all the required software codes and integration for a user friendly and highly accessible product.

### Section 4 – Additional Services

The following tasks are not part of the scope of services, but may be included as additional services if requested by the Client. These services may include, but are not limited to:

1. Task three of our recommended approach to provide on-site training and a training plan.
2. Meetings to develop additional components not specified in Tasks 1 and 2.
3. Redesign as part of scope changes.
4. GIS Integration or Permit tracking.
5. Services not specifically included within the "Scope of Work".





#### Section 5 – Preliminary Project Schedule

Tasks 1 and 2 will require a mix of on-site and remote collaboration, and working with the City to define the framework. The preliminary project schedule should be provided once this scope of work is finalized and approved. The project deliverables and milestones will be enforced in an effort to meet the City deadlines.

It is anticipated that the time necessary to develop and implement Tasks 1 and 2 is approximately 30 Calendar Days.

#### Section 6 – Proposed Project Cost

CES is proposing to provide design and implementation of the above described database system and integration services, as detailed under Tasks 1 and 2, for a Lump Sum Fee of \$25,000.00 *24950 gm*

Task 3 will be provided as an additional service, if requested by the city, at our standard hourly rates as shown in our attached General Services Billing Hourly Rates.

Thank you for this opportunity to submit our proposal and if you should have any questions, please do not hesitate to contact us.

Sincerely,  
CES CONSULTANTS, INC.



Luis Olivares, P.E.  
Senior Vice President

Attachments: General Services Billing Hourly Rates (2010)  
Contract General Conditions

