

SPONSORS: Holt, Police Department

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the contract with Xenolytic Data Solutions, a copy of which is attached hereto, to provide a vehicle fleet management system for safety and maintenance monitoring of 110 units for twelve months for the Florence Police Department, Florence, Alabama. This includes a one-time set up fee of \$2,500.00, 110 units to be billed monthly at \$2.00 per unit per month for a total sum of \$5,140.00, as stated in the attached proposal dated November 1, 2024, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Xenolytic Data Solutions, to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Xenolytic Data Solutions and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2024.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2024.

CITY CLERK-TREASURER



SOW 1001 for Agreement to Perform Professional Services to Florence Police Department

Date	Services Performed By:	Services Performed For:
November 1, 2024	Xenolytic Data Solutions P.O. Box 140850 Broken Arrow, OK 74014-9998	Florence Police Department 702 S. Seminary St. Florence, AL 35630

This SOW # 1001 (hereinafter called the "SOW"), effective as of November 1, 2024, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence when the following have been satisfied:

- Contractor receives signed Scope of Work along with any applicable down payment from the Client
- Client has satisfied the Client Responsibilities necessary to complete the Scope of Work
- Client and Contractor have agreed on a start date

The Scope of Work is estimated to take approximately (2) to (3) weeks after commencing Services

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Reveal to Motorola Flex Integration

Contractor to install and configure an integration between Verizon Connect Reveal and Motorola Flex. Contractor to provide vehicle name, lat/long, speed and direction into the Motorola Flex platform using the TAIP Method. Refresh rates will be every 60 seconds to match the update rate provided by Verizon Connect Reveal. Contractor will host and support the integration.



Contractor Responsibilities

Contractor will exert best efforts to work with Client to produce the Scope of Work as outlined within.

Client Responsibilities

Client will exert best efforts to work with Contractor to produce the Scope of Work as outlined within. Further, Client will be responsible for:

- Client will provide a Verizon Connect Reveal API token to support the integration
- Client to provide a publicly facing URL for the Motorola Flex platform (DNS preferred but not required)
- Client to provide username and password for the public facing URL if required
- Client to provide Whitelisting of the following static IP address as may be required
 - 23.249.14.168
- Client to assist with UAT testing

Assumptions and Risks

- Additional screen customizations, features not mentioned above, that may arise because of subsequent discussions with the Client are out of the scope of this SOW. Only items explicitly specified in this document will be included in the resulting application. No additional functionality is implied and will not be supplied in relation to this SOW.
- Additional functionality requests that have additional data point requirements may result in additional work by Contractor. Contractor may or may not charge for that additional work. XDS customization charges will be the responsibility of the Client.
- If it is found that additional customization of this project is needed, a separate Change Request will be developed.

Licensing, Fees and Invoicing

Monthly billing for hosting and support are calculated as follows:

- “Per license unit” cost multiplied by the number of “license units” visible during the billing period. The Client is responsible for constraining the view of license unit data as may be desired. Any license unit that passes through the integration during a billing period will show up on the subsequent invoice.

Unless otherwise agreed to by both parties via the project change control procedure, as outlined within, the total value for the Services pursuant to this SOW shall not exceed the total calculated as follows using the costs shown in the table below:

- Twelve (12) consecutive months of license fees; calculated as described above, plus any one-time integration and deployment fee as indicated.

Fee Schedule

Item Description	Amount (USD)
One time configuration and deployment fee (Due upon signature of SOW)	\$2,500
TOTAL One-Time Cost:	\$2,500

STATEMENT OF WORK



Item Description	Amount (USD)
License Unit:	Vehicle
Monthly Hosting and Support:	\$2.00 per license unit

Any additional customization or integration not defined in this SOW will be performed on a time and materials basis and billed at \$135/hour, billed in one-hour increments unless otherwise negotiated. Once the initial integration is implemented, there will be no additional implementation costs for adding license units. The only incremental cost will be the cost per month per additional licensing unit for hosting and support.

Bill To Address	Client Project Manager	Client Cost Center/PO Number
702 S. Seminary St. Florence, AL 35630	Eric Staley	N/A

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client’s then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client’s SOW Number to the address indicated above. Each invoice will reflect charges for the time-period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within thirty (30) days from date of invoice will be subject to a 5% penalty per calendar month.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled “Deliverable Materials,” and Client accepts such activities and materials without

unreasonable objections. No response from Client within five (5) business days of deliverables being delivered by Contractor is deemed as acceptance.

- Contractor and/or Client has the right to cancel services or deliverables not yet provided with [20] business days advance written notice to the other party. The Client shall be responsible for any invoices outstanding at the time services are cancelled. Payment will be due immediately upon the delivery of the notice of cancellation.
- Client understands upon completion of the SOW, Contractor is available provide ongoing support of the work produced through this SOW, but only by execution of a separate master support services agreement (MSA). Upon completion of this SOW, Contractor will submit an MSA for the Client's review and acceptance. Contractor understands the Client may elect to provide their own support.

Assumptions

Assumptions are general understanding or events that are expected to be present or occur during a project's life cycle, often without proof. They are generally accepted as truths at the start of a project, though they can turn out to be false or incorrect through lack of definition or communication. As such, Client and Contractor understand the following assumptions specific to this SOW and further understand that an incorrect assumption may impact timeline, deliverables and cost.

Specific to the Scope of Work, the assumptions defined are that:

- Client will build dispatches in Samsara in a format and with content to support the integration

Further, Client understands the assumptions defined in this section are all that are known as of the creation of this SOW and additional assumptions may be defined upon execution of the Scope of Work. Contractor understands that should this event occur, Contractor will provide notification and concise definition of the assumption, at a minimum via email, to Client so that Client can discuss, review and determine the appropriate course of action at that time.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.



- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

Project Abandonment

If the Client becomes unresponsive, fails to provide necessary information, approvals, or feedback, or otherwise neglects their obligations required for the progression of the project for a period exceeding 30 days, the Contractor may, at its sole discretion, deem the project abandoned. In such case, the Contractor will notify the Client via email and/or telephone that they are deeming the project abandoned. The Client will have 5 business days from the date of notification to respond with the intent to reactivate or terminate the project. In the event of project abandonment or project termination by the Client, the following terms shall apply:

- **Termination:** The Contractor reserves the right to terminate the project and cease all work. Written notice of termination will be provided to the Client.
- **Payment Obligations:** The Client shall be responsible for all work completed up to the date of abandonment or termination, including any unpaid balance remaining from the amount indicated as "TOTAL One-Time Cost" in the Fee Schedule. Payment will be due immediately upon the delivery of the final invoice.
- **Reactivation Fee:** If the Client wishes to resume the project after abandonment has been declared, the Client may be required to pay a reactivation fee. At a minimum, the timeline for project completion will be adjusted accordingly.
- **Retention of Work:** All work product completed up to the point of abandonment shall remain in full control of the Company until full payment has been received. The Contractor is not obligated to provide any deliverables until all outstanding balances are paid.
- **No Liability:** The Contractor shall not be liable for any delays, damages, or losses resulting from project abandonment.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Florence Police Department

Xenolytic Data Solutions

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

A/P Email: _____