

RESOLUTION

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

SECTION 1. That the contract with Tango Tango, Inc., a corporation, a copy of which is attached hereto, to provide integration services to include GPS Tracking, Interoperability, Online Management, In-App Text Messaging, On-Device Audio Playback, Audio Playback, Audio Recording, Connectivity Monitoring, and Critical Incident Support for the City of Florence Police Department, Florence, Alabama, in the total contract amount of \$8,985.00, and the same is hereby approved, ratified and confirmed.

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

SECTION 3. That the contract for such services be awarded to Tango Tango, Inc., 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 _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and Tango Tango, Inc., a corporation (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes the Consultant to integrate services to include GPS Tracking, Interoperability, Online Management, In-App Text Messaging, On-Device Audio Playback, Audio Playback, Audio Recording, Connectivity Monitoring, and Critical Incident Support for the City of Florence Police Department, Florence, Alabama.

NOW, THEREFORE, the City and the Consultant, in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The scope of work shall consist of the Consultant providing integration services to include GPS Tracking, Interoperability, Online Management, In-App Text Messaging, On-Device Audio Playback, Audio Playback, Audio Recording, Connectivity Monitoring, and Critical Incident Support to the City of Florence Police Department, Florence, Alabama, and all in accordance with the proposal as attached hereunto.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF SERVICES, the City shall pay the Consultant the total contract amount of \$8,985.00 (eight thousand nine hundred eighty-five dollars), to be paid annually for three (3) years in the amount of \$2,995.00 (two thousand nine hundred ninety-five dollars) per year, and is the price submitted by the Consultant in their proposal dated March 31, 2025, which is attached hereunto and made a part of the contract. This shall include all expenses for the instructor and any materials needed for the services.

Payment to Consultant shall be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work done or materials to be furnished, which in the opinion of the City, represent a significant quantity, shall be authorized by change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

ARTICLE 3 - PERSONNEL AND FACILITIES

The Consultant warrants that they have or will secure at their own expense, all personnel required to perform the services under this contract. All personnel in the work shall be fully qualified.

Consultant warrants that it is properly qualified to perform this contract in accordance with the applicable laws of the City of Florence, State of Alabama and the United States.

ARTICLE 4 - CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. No services for which additional compensation will be charged by the Consultant shall be furnished without written authorization of the City.

ARTICLE 5 – CANCELLATION

The City retains the right to cancel without cause upon thirty (30) days written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services. If the contract is cancelled, the Consultant will be paid for services rendered to the date of cancellation as mutually agreed by both parties.

ARTICLE 6 - TERMS AND CONDITIONS

In no event shall this contract constitute an employment Agreement, and the Consultant shall be considered only as an independent consultant and not employees, agents, partners, or joint ventures of the City.

The Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The second party shall not knowingly violate 8 U.S.C. §1324a (employ an unauthorized alien) as a condition of receiving a contract. Consultant agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free internet-based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, Consultant shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

All laws, rules, and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the Consultant is an independent contractor and not an employee, agent or representative of the City. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this _____ day of _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
MAYOR

ATTEST:

CITY CLERK

"CITY"

TANGO TANGO, INC.
a corporation

BY: _____

ATTEST:

ITS: _____

"CONSULTANT"



AL - Florence Police Department

AL - Florence PD
110 W College St
Florence, AL 35630

Robby Talcott
rtalcott@florenceal.org

Quote created: March 31, 2025
Quote expires: April 30, 2025
Quote created by: Nick Goodman
Vice President of Sales
nick@tangoplt.com

Comments from Nick Goodman

Service includes: • GPS Tracking • Interoperability with Other Tango Tango Customers • Online Management Portal • In-App Text Messaging • On-Device Audio Playback • Audio Recording • 24x7 Connectivity Monitoring • 24x7 Critical Incident Support

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Tango Tango Radio Integration Includes unlimited user licenses		1	\$2,995.00 / year	\$2,995.00 / year for 3 years
Annual subtotal				\$2,995.00
Total				\$2,995.00

Purchase terms

Service Start Date: 4/1/2025

Service End Date: 3/31/2028

Payment Frequency: Annually

Payment Terms: Net30 from receipt of invoice

*Customer's billing cycle will commence as of the date listed above.

[Tango Tango End User License Agreement](#)

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Robby Talcott

rtalcott@florenceal.org

Questions? Contact us

Nick Goodman

nick@tangoptt.com

Tango Tango
7800 Madison Blvd
Suite 702
Huntsville, AL 35806

Terms of Service Agreement

Customer Agreement

This agreement ("Agreement") is between you ("Customer") and Tango Tango, Inc. ("Tango Tango"). By signing the order which links to this agreement or by using Tango Tango's products, you agree to its terms. This Agreement also binds your company or organization if you are entering on its behalf.

1. Scope

This Agreement governs your initial and future purchases of Tango Tango products.

2. Products Covered

This Agreement covers:

- **Software:** Downloadable products ("Apps" on phones, computers, or other devices).
- **Hosted Services:** Cloud-based server.
- **Hardware:** Devices used for Tango Tango services.
- **Support:** Maintenance and related services.

3. Orders

Customer orders agreed upon by both Customer & Tango Tango specify the authorized scope and term of product use.

4. Term and Termination

This Agreement remains effective during the subscription term. Either party may terminate for a material breach not cured within 30 days. Upon termination, all rights to use the products cease. If a multi-year term is agreed to but not completed, a cancellation fee equal to the multi-year discount received so far by the Customer during the term will be charged to the Customer and due within 30 days of termination.

5. Software & Hosted Service Terms

- **Authorized Users:** Individuals for whom fees are paid who may use Tango Tango products. You are responsible for the actions of your Authorized Users. Authorized users should be members of your organization or of organizations that you have a working relationship with. Customer may not resell Tango Tango services to others without a written agreement from Tango Tango authorizing you to do so.
- **License:** You are granted a non-exclusive, non-transferable license to use the Software. Specific terms for Tango Tango mobile app license are specified in the app's EULA <link to EULA>.
- **Access:** You are granted a non-exclusive right to use Hosted Services during the subscription term.
- **Data:** You retain ownership of data uploaded to the services and grant Tango Tango the rights needed to provide services using this data.
- **Security:** Tango Tango uses modern security procedures that we believe to be robust & reliable, but can not guarantee absolute security.

6. Radio Integration Hardware

Radio integration hardware must not be tampered with. Radio integration hardware must be returned upon termination of service. Fees of up to \$2,500 per radio channel integration may be charged for unreturned or damaged radio integrations.

7. End User Hardware

Unless otherwise agreed to, end user hardware such as radios & push-to-talk accessories are purchased outright by the Customer and are Customer property. Customer maintains ownership of these items after service termination and is also responsible for repair or replacement of these items.

8. Support & Maintenance

Support and Maintenance are provided 24/7/365 on critical issues like organization level radio channel connections. Support on individual user devices & apps is available during normal business hours Monday-Friday.

9. Payment

Fees are non-refundable and payable in U.S. dollars.

10. Restrictions

Customer may not sublicense, distribute, or modify the products beyond the terms stated in this Agreement.

11. Ownership, Feedback, Usage Analysis

All rights, title, and interest in Tango Tango products remain with Tango Tango. Feedback provided by you may be used by Tango Tango without obligation. Tango Tango will analyze customer's usage of Products to ensure quality and make product improvement decisions.

12. Warranty Disclaimer & Limitation of Liability

All products are provided "as is" without warranties of any kind. Neither party will be liable for indirect, special, incidental, or consequential damages. Total liability is limited to the amount paid in the past 12 months.

13. General

Any changes to this Agreement must be accepted in writing by both parties. Notices must be in writing. The Agreement is the entire agreement between the parties regarding the products. It is governed by applicable law, and all disputes will be settled accordingly.

14. Cellular Data Access Provided By Tango Tango

The follow applies to cellular data access that is provided and manage by Tango Tango. This includes Tango Tango radio integration systems and LTE devices, when cellular access with a cellular provider ("Carrier") is provided by Tango Tango. These terms are mandated by cellular carriers.

- Customer has no contractual relationship with the Carrier and Customer is not a third-party beneficiary of any agreement between Tango Tango and the Carrier. Customer understands and agrees that Carrier and Tango Tango shall have no legal, equitable, or other liability of any kind to the Customer.
- Customer acknowledges that the Carrier's service ("Service") may be temporarily refused, interrupted, curtailed, or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation, and repairs of transmission Network. Customer agrees that Carrier or Tango Tango shall not be responsible for such interruptions of the Service or the inability to use the Service. Customer understands that the Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.

- Customer expressly understands and agrees that the liability and obligations of Tango Tango to Customer under the customer agreement for Services may be strictly controlled and limited by the Carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications commission and other United States or foreign governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy and the total liability of Tango Tango and/or any supplier of services to Tango Tango arising in any way in connection with the customer agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by Tango Tango of damages in an amount equal to the amount charged to Customer for the Service provided under this agreement. In no event shall Carrier or Tango Tango be liable for any cost, delay, failure or disruption of the Service, lost profits, or incidental, special, punitive, or consequential damages.
- Customer shall indemnify, defend, and hold Tango Tango, Carrier, and their respective officers, employees, and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability, or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in