

RESOLUTION

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

SECTION 1. That the contract with Magnet Forensics, LLC, situated in Atlanta, Georgia, a copy of which is attached hereto, to renew the annual software contract for GrayKey License for the City of Florence Police Department, Lauderdale County Drug Task Force, Florence, Alabama, in the total contract amount of \$12,410.00, and the same is hereby approved, ratified and confirmed.

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

SECTION 3. That the contract for such services be awarded to Magnet Forensics, LLC, 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 }X
 }X
COUNTY OF LAUDERDALE }X

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and Magnet Forensics, LLC, a limited liability corporation (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes the Consultant to renew the annual software contract for GrayKey License for the City of Florence Police Department, Lauderdale County Drug Task Force, 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 to renew the annual software contract for GrayKey License, serial number 19e47dd5d4811907, for the capability to unlock cellphones to retrieve data for investigative purposes to the City of Florence Police Department, Florence, Alabama, and all in accordance with the proposal as attached hereto.

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 \$12,410.00 (twelve thousand four hundred ten dollars), which is the price submitted by the Consultant in their proposal dated July 24, 2025, which is attached hereto 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”

MAGNET FORENSICS, LLC
a limited liability company

BY: _____

ATTEST:

ITS: _____

“CONSULTANT”

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-365189-1
Issue Date: 24 Jul, 2025
Expires On: 23 Sep, 2025

Bill To
Leah Ford
Florence Police Department (AL)
200 South Court Street
Florence, Alabama 36631
United States
2567682737
lford@florenceal.org

Ship To
Ken Rager
Florence Police Department (AL)
702 South Seminary Street
Florence, Alabama 36630
United States
12565777597
kenneth.rager@alea.gov

End User
Ken Rager
Florence Police Department (AL)
702 South Seminary Street
Florence Alabama 36630
United States
12565777597
kenneth.rager@alea.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Steve Merritt	(404) 618-5552	steve.merritt@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-ES	GrayKey License - Essentials Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30 Renewal for Serial Numbers: 19e47dd5d4811907	24 Sep, 2025 to 23 Sep, 2026	USD 12,410.00	1	USD 12,410.00

GrayKey Renewal

Sub-Total USD 12,410.00
Taxes USD 0.00
Grand Total USD 12,410.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-365189 - USD 12,410.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature:

Date:

___/___/___

Name (Print):

Title:

Please sign and email to Steve Merritt at steve.merritt@magnetforensics.com