

RESOLUTION

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

SECTION 1. That the contract with IMSA Southeastern Section, Inc., a corporation, a copy of which is attached hereto, to provide a series of traffic signal certification training sessions to the City of Florence Utilities Electricity Department personnel, Florence, Alabama, in the contract amount of \$700.00 per employee, and the same is hereby approved, ratified and confirmed.

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

SECTION 3. That the contract for such services be awarded to IMSA Southeastern Section, 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 _____, 2024.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

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

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 IMSA Southeastern Section, Inc., a corporation, (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes the Consultant to provide to provide a series of traffic signal certification training sessions, on-site, for the City of Florence Utilities Electricity Department personnel, 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 a series of traffic signal certification training sessions to the City of Florence Utilities Electricity Department personnel, 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 amount of \$700.00 (seven hundred dollars) per employee and is the price submitted by the Consultant in their proposal dated October 25, 2024, 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 training.

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 _____, 2024.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
MAYOR

ATTEST:

CITY CLERK

“CITY”

IMSA SOUTHEASTERN SECTION, INC.,
a corporation

BY: _____

ATTEST:

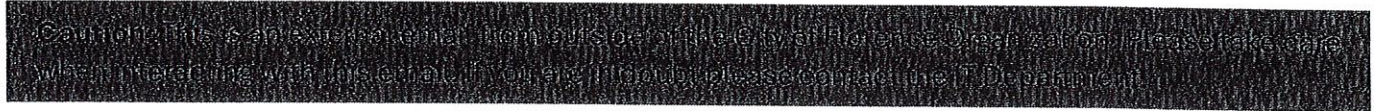
ITS: _____

“CONSULTANT”

Lou Pettus

From: Jon Hoffman <jwhoffman54@gmail.com>
Sent: Friday, October 25, 2024 3:50 PM
To: Lou Pettus
Subject: Re: FW: IMSA Membership

Follow Up Flag: Follow up
Flag Status: Flagged



Imsa Southeastern Section, Price per Certification courses are \$700.00 per Certification...,Imsa Temporary Work Zone Safety \$700.00; Imsa Traffic Signal Level I Certification course \$700.00
Total per registrant will be \$1,400.00

Jon Hoffman
Southeastern Section Chairman
256-337-4613
email; jwhoffman54@gmail.com

On Fri, Oct 25, 2024 at 9:17 AM Jon Hoffman <jwhoffman54@gmail.com> wrote:

Contract can be for Imsa Southeastern Section
117 Buckhead Run
New Market ,AL-35761
If you need a copy of our W-9 it's on our website imsasoutheasternsection.org
Thanks,Jon

On Fri, Oct 25, 2024, 8:59 AM Lou Pettus <LPettus@florencial.org> wrote:

Jon,

I want to confirm that the contract should be made with IMSA. Any payments for training will be made out to IMSA. If you prefer, I can change the contract to be with you. Just let me know what you prefer.

Thank you,

Lou Pettus