

**RESOLUTION**

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

**SECTION 1.** That the contract with Tennessee Valley Public Power Association, Inc., a copy of which is attached hereto, to provide Harassment Training on site to the City of Florence personnel, Florence, Alabama, in the contract amount of \$8,500.00, and the same is hereby approved, ratified and confirmed.

**SECTION 2.** That the Council has investigated and ascertained and hereby finds Tennessee Valley Public Power Association, Inc., to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the contract for such services be awarded to Tennessee Valley Public Power Association, 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.

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\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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 Tennessee Valley Public Power Association, Inc., (hereinafter "Consultant").

**WITNESSETH:**

THAT, WHEREAS, the City wishes the Consultant to Harassment Training on site to 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 Harassment Training to the City of Florence 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 \$8,500.00 and is the price submitted by the Consultant in their proposal 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

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"

TENNESSEE VALLEY PUBLIC POWER  
ASSOCIATION, INC.  
a corporation

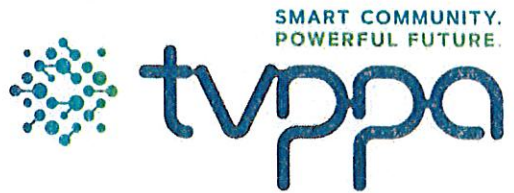
BY: \_\_\_\_\_

ATTEST:

ITS: \_\_\_\_\_

\_\_\_\_\_

"CONSULTANT"



City of Florence Utilities  
502 East Dr. Hicks Blvd.  
Florence, AL 35631

To Whom It May Concern:

TVPPA will provide Harassment Training for the City of Florence on April 22-23, 2025. Kim Vance will be the instructor for this course. TVPPA has agreed to charge City of Florence \$8,500 for this training.

Thank you,  
Caleb Hall  
Director, Education & Training