

RESOLUTION

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

SECTION 1. That the Agreement with Richard Richey, a copy of which is attached hereto, to provide professional services necessary to program, test, set up, deliver, pick up, and troubleshoot voting machines for the upcoming election to be held August 26, 2025, for the City of Florence Alabama and the same is hereby approved, ratified and confirmed.

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

SECTION 3. That the contract for such services be awarded to Richard Richey, and that the proper officials of the City execute the Agreement 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

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 Richard Richey, (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes for the Consultant to provide professional services necessary to program, test, set up, deliver, pick up, and troubleshoot voting machines for the upcoming election to be held on August 26, 2025, for the City of Florence, Alabama.

NOW, THEREFORE, the City and 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 performing the cost of services as assigned and listed on the attached proposal dated August 1, 2025, for the City of Florence, Alabama, and all in accordance with the proposals as attached hereto.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the INDEPENDENT EMPLOYMENT AGREEMENT, the City shall pay the Consultant as described in the proposal dated August 1, 2025, in the contract amount not to exceed \$2,800.00 (two thousand eight hundred dollars) and is the price submitted by the Consultant in their proposal which is attached hereunto and made a part of this contract.

Payment to the Consultant will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work to be 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.

The Consultant warrants that it is properly qualified to perform this contract in accordance with the applicable laws of the City of Florence, the 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 - 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. The second party agrees to enroll in a designated employment eligibility verification system for the term of the contract. E-Verify is a free, Internet-based system 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, the second party 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.

The Consultant agrees to indemnify and save harmless the City from any claim, loss, action, or cause of action for damages, both property and personal, including death, which may arise from and during performance of professional services by the Consultant or anyone directly or indirectly employed by the Consultant.

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 Consultant 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

ATTEST:

BY: _____
Mayor

CITY CLERK

"CITY"

RICHARD RICHEY

ATTEST:

BY: _____

ITS: _____

"CONSULTANT"

Independent Contractor Employment Agreement

This employment agreement is entered into between Richard Richey (contractor) and The City of Florence.

The terms of agreement are as follows: The contractor will provide the following for the City of Florence Municipal Election on August 26, 2025.

Program each machine with proper thumb drive.

Test DS200 Voting Tabulator and Automark machines.

Will provide a Poll Workers school for all poll workers.

Provide an opening and closing polls information sheet.

Provide truck to deliver the machines to polling location, before election date.

Provide assistance, by phone or in person (if needed) on election day.

Pickup machines and return to warehouse.

Total compensation for the service provided by the contractor will be \$2,800 dollars. All other services are included in this amount.

Date August 1, 2025


Richard Richey

Town of Florence