



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/5/2024

File ID: 2024-2113

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and ELM Design Works.

Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: \$50,000.00

Total Cost: \$

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 24 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and ELM Design Works which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as, “Professional Services Agreement between the City of Huntsville and Elizabeth Manning d/b/a ELM Designworks,” consisting of three (3) pages with the date of December 5, 2024 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 5th day of December, 2024.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 5th day of December, 2024.

Mayor of the City of Huntsville,
Alabama

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND
ELIZABETH MANNING
d/b/a ELM DESIGNWORKS**

STATE OF ALABAMA)
COUNTY OF MADISON)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND ELIZABETH MANNING
d/b/a ELM DESIGNWORKS**

THIS AGREEMENT is made and entered into on the 6th day of December, 2024, by and between Elizabeth Manning d/b/a Elm DesignWorks ("Manning"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City").

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Manning shall provide services as a Consultant to the City Administration and shall provide professional graphic design support services for promotion and branding materials for digital and print media. The scope of services to be performed by Manning shall include the following:

Manning will provide professional graphic design support services under the oversight, direction and editorial control of the City's Communication Office. Task assignments will be given by the Communications Director on an "as needed" basis in writing. The City of Huntsville shall retain the sole right to the use, publication and trademark for the works or products created by Manning pursuant to this agreement.

2. Manning is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall she be entitled to any benefits of any kind while working for the City. Manning is not deemed an employee of the City. During the term of this agreement, Manning shall report to and receive task assignments from the Director of the City's Communication Office.

3. Manning acknowledges that the City from time to time desires to seek copyright registration protection for certain works of authorship created by the City, and to which Manning may make contributions in the form of copyrightable works of authorship. Manning agrees to assign, and hereby does assign, to the City, all rights, title, and interest including all copyright rights, in and to any works of authorship she delivers to the City under this contract.

4. The term of this contract shall be for a period of one year commencing on December 6, 2024 and continuing through December 5, 2025.

5. The City shall pay Manning per assignment for work performed pursuant to this agreement. When each task assignment is made, Manning, shall provide a written not-to-exceed (NTE) estimated price to the City's Director of Communications within three workdays, in order to establish the estimated cost of design services for that particular task. The NTE amount is subject to the approval of the City's Director of Communications. This estimated NTE price shall not be exceeded for the task unless approved in advance in writing by the City's Director of Communications. Manning shall invoice the City monthly for payment for services rendered pursuant to this Agreement and shall itemize the cost for each task. The City will remit payment to Manning in a timely manner upon its receipt of an invoice. The total amount paid to Manning pursuant to this agreement shall not exceed Fifty Thousand Dollars (\$50,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because Manning shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to her any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Manning expressly acknowledges and agrees that she is solely responsible for the payment of all income and other taxes for sums received by her pursuant to this Agreement.

6. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Manning shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for the City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence. The said insurance shall be written so as to cover Manning when she is performing the services set forth in this agreement.

8. Manning acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Manning agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

9. This agreement constitutes the entire agreement between the parties.

10. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

11. Manning shall be responsible for providing all services, supplies, instruments of service, and facilities necessary for performing the task assignments and shall be compensated as set forth herein.

[Signature page to follow.]

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.



ELIZABETH MANNING d/b/a
ELM DESIGNWORKS

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:

By: _____
Shaundrika Edwards
ITS: Clerk

BY: _____
Tommy Battle
ITS: Mayor