



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022

**File ID:** TMP-2421

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**Department:** Administration

**Subject:**

**Type of Action:** Choose an item.

Resolution authorizing a Consulting Agreement between the City of Huntsville and Rob Clark d/b/aTwickenham Pixel Development Company.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: \_\_\_\_\_

**Finance Information:**NTE \$60,000.00

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

**City Cost Amount:** NTE \$60,000.

**Total Cost:** NTE \$60,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** Click or tap here to enter text.

**Resolution #:** Click or tap here to enter text.

**Location:** (list below)

**Address:**

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

**Additional Comments:**

**RESOLUTION NO. 22 - \_\_\_\_\_**

**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 a Consulting Agreement by and between the City of Huntsville and Rob Clark d/b/a Twickenham Pixel Development Company which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Agreement between the City of Huntsville and Rob Clark d/b/a Twickenham Pixel Development Company consisting of four (4) pages with the date of December 15, 2022 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-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 15th day of **December 2022**.

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

**APPROVED** this the 15<sup>th</sup> day of **December 2022**.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

**CONSULTING AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND ROB CLARK D/B/A TWIKENHAM  
PIXEL  
DEVELOPMENT COMPANY**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND AMANDA ELL**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Rob Clark d/b/a Twickenham Pixel Development Company 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. Clark 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 Clark shall include the following:

Clark 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 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 Clark pursuant to this agreement. Clark 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 Clark may make contributions in the form of copyrightable works of authorship. Clark agrees to assign, and hereby does assign, to the City, all right, title, and interest including all copyright rights, in and to any works of authorship she delivers to the City under this contract. To the extent Clark desires the right to thereafter use said works, the City hereby provides to Clark a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works

2. Clark 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. Clark is not deemed an employee of the City. During the term of this agreement, Clark shall report to and receive task assignments from the Director of the City's Communication Office.

3. The term of this contract shall be for a period of one year commencing on January 1, 2023 and continuing through January 1, 2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall pay Clark the rate of Sixty Dollars (\$60.00) per hour for work performed pursuant to this agreement. When each task assignment is made, Clark, shall provide a written not-to-exceed (NTE) estimated price to the City's Director of Communications within three work days, 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 by the City's Director of Communications. Clark 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 Clark in a timely manner upon its receipt of an invoice. The total amount paid to Clark pursuant to this agreement shall not exceed Sixty Thousand Dollars (\$60,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because Clark 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. Clark 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. Clark 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 Clark when she is performing the services set forth in this agreement.

7. Clark 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. Clark 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.

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

9. 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.

10. Clark 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.]

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

\_\_\_\_\_  
Rob Clark

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

ATTEST:

By: \_\_\_\_\_

Kenneth Benion

ITS: Clerk-Treasurer

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

Tommy Battle

ITS: Mayor