

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

STATE OF ALABAMA)
COUNTY OF MADISON)

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

THIS AGREEMENT is made and entered into on the 7th day of December, 2023, 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 he 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 he 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.

President of the City Council of the City of
Huntsville, Alabama
Date: _____

3. The term of this contract shall be for a period of one year commencing on January 1, 2024 and continuing through December 31, 2024.

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 a pre-approved Not to Exceed (NTE) amount for each task. When each task assignment is made, Clark shall provide a written 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 in writing 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 him any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Clark expressly acknowledges and agrees that he is solely responsible for the payment of all income and other taxes for sums received by his pursuant to this Agreement.

6. Clark shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by him 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 he 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 him in connection with his 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.

11. 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.

**ROB CLARK D/B/A TWICKENHAM
PIXEL DEVELOPMENT COMPANY**

Charles Robert Clark

Rob Clark

ATTEST:

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

By: _____
Shaundrika Edwards
ITS: Clerk

BY: _____
Tommy Battle
ITS: Mayor

RESOLUTION NO. 23-__

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Consulting Agreement by and between the City of Huntsville and Rob Clark d/b/a Twickenham Pixel, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Renewal Agreement is substantially in words and figures as that certain document attached hereto as identified as “Consulting Agreement between the City of Huntsville and Rob Clark d/b/a Twickenham Pixel,” consisting of three (3) pages, and the date of December 21, 2023, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document after being permanently kept on file in the Office of the City Clerk-~~Treasurer~~ of the City of Huntsville, Alabama.

ADOPTED this the 21st day of December, 2023.

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

APPROVED this the 21st day of December, 2023.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/21/2023

File ID: TMP-3688

Department: Administration

Subject:

Type of Action: Choose an item.

Resolution authorizing a Consulting Agreement between the City of Huntsville and Twickenham Pixel D/B/A Rob Clark.

Resolution No.

Finance Information:

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

City Cost Amount: NTE \$60,000.00

Total Cost: \$60,000.00

Special Circumstances:

Grant Funded: N/AN/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: n?A

N/A

Location: (list below)

Address:

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

Additional Comments: