

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 11/3/16

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Consulting agreement

Exact Wording for the Agenda:

Resolution authorizing a consulting agreement between the City of Huntsville and Adriane Van Kirk d/b/a Fave Creative.

Note: If amendment, Please state title and number of the original

Item to be considered for: \_\_\_\_\_

Unanimous Consent Required: \_\_\_\_\_

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Graphic design support services for digital and print media.

Associated Cost: \$20,000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: [Signature]

Date: 10/24/2016

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 10/23/2016

Department Contact: Sharon King

Phone # 256-427-5004

Contract or Agreement: Agreement

Document Name: Fave Creative

City Obligation Amount: \$20,000.00

Total Project Budget: \$20,000.00

Uncommitted Account Balance:

Account Number: 1000-10-10200-515370-00000060

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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### Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Jed Blount</i>	10/24/16
2) Legal	<i>Mary C. Cates</i>	10/25/16
3) Finance	<i>W. M. ...</i>	10/25/16
4) Originating	<i>Jed Blount</i>	10/24/16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16 - \_\_\_\_\_

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 Adriane Van Kirk d/b/a Fave Creative which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as Consulting Agreement between the City of Huntsville and Adriane Van Kirk d/b/a Fave Creative consisting of three (3) pages with the date of November 3, 2016 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 3rd of November, 2016.

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

APPROVED this the 3rd day of November, 2016.

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

**CONSULTING AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND ADRIANE VAN KIRK  
d/b/a FAVE CREATIVE**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND ADRIANE VAN KIRK d/b/a FAVE CREATIVE**

**THIS AGREEMENT** is made and entered into on the 15th day of November, 2016, by and between Adriane Van Kirk d/b/a Fave Creative, (“Van Kirk”) 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. Van Kirk 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 Van Kirk shall include the following:

Van Kirk 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 Van Kirk pursuant to this agreement.

2. Van Kirk 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. Van Kirk is not deemed an employee of the City. During the term of this agreement, Van Kirk 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 November 15, 2016 and continuing through November 15, 2017.

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 Van Kirk the governmental rate of One Hundred Dollars (\$100.00) per hour for work performed pursuant to this agreement. When each task assignment is made, Van Kirk, 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. Van Kirk 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 Van Kirk in a timely manner upon its receipt of an invoice. The total amount paid to Van Kirk pursuant to this agreement shall not exceed Twenty Thousand Dollars (\$20,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because Van Kirk 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. Van Kirk 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. Van Kirk 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 Van Kirk when she is performing the services set forth in this agreement.

7. Van Kirk 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. Van Kirk 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. Van Kirk 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.

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

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Adriane Van Kirk d/b/a Fave Creative  
Company

ATTEST:

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

By: \_\_\_\_\_  
Kenneth Benion  
ITS: Clerk-Treasurer

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor