

**CONSULTING AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND JEFF WHITE  
d/b/a JEFF WHITE PHOTOGRAPHER**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND JEFF WHITE d/b/a JEFF WHITE PHOTOGRAPHER**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Jeff White d/b/a Jeff White Photographer, ("White") 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. White shall provide professional services as a Consultant to the City Administration and shall provide professional photographic services for promotion and branding materials for digital and print media. White 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 White may make contributions in the form of copyrightable works of authorship. White 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 White desires the right to thereafter use said works, the City hereby provides to White a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works.

2. White 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. White is not deemed an employee of the City. During the term of this agreement, White 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 April 29, 2022 and continuing through April 28, 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 White the rate of Twenty-five Dollars (\$25.00) per hour for work performed pursuant to this agreement. White 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 White in a timely manner upon its receipt of an invoice. The total

amount paid to White pursuant to this agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because White 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. White expressly acknowledges and agrees that he is solely responsible for the payment of all income and other taxes for sums received by him pursuant to this Agreement.

6. White 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 White when he is performing the services set forth in this agreement.

7. White 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. White 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. White 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.

**JEFF WHITE d/b/a JEFF WHITE  
PHOTOGRAPHER**

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Jeff White d/b/a Jeff White Photographer

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

ATTEST:

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

Kenneth Benion  
ITS: Clerk-Treasurer

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

Tommy Battle  
ITS: Mayor