



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023

File ID: TMP-2685

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Jeff White, DBA Jeff White Photographer.

Type of Document: Resolution No.

Finance Information:

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

City Cost Amount: \$20,000.00

Total Cost: \$20,000.00

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. 23 - _____

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 Jeff White, DBA Jeff White Photographer, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a “Consulting Agreement between the City of Huntsville and Jeff White Photographer,” consisting of three (3) pages with the date of March 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville,
Alabama

**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 9th day of March, 2023, 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, 2023 and continuing through April 28, 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 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**

Jeff White d/b/a Jeff White Photographer

ATTEST:

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

By: _____
Shaundrika Edwards

BY: _____
Tommy Battle

ITS: Interim City Clerk-Treasurer ITS: Mayor