



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/14/2026

File ID: TMP-6890

Department: Emergency Management Agency

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between Bold Agency LLC and the City of Huntsville.

Resolution No.

Finance Information:

Account Number: 3900-44-00000-515250-00000000-

City Cost Amount: \$3,300

Total Cost: \$3,300

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: N/A

RESOLUTION NO. 26-

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Bold Agency, LLC, on behalf of the Huntsville-Madison County Emergency Management Agency, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Client Services Agreement,” consisting of a total of nine (9) pages, and the date of May 14, 2026, 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 of the City of Huntsville, Alabama.

ADOPTED this the 14th day of May, 2026.

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

APPROVED this the 14th day of May, 2026.

Mayor of the City of Huntsville,
Alabama

Client Services Agreement

This agreement is dated April 14, 2026, and is between Bold Agency LLC an Alabama limited liability company ("Bold Agency") and Huntsville-Madison County EMA, ("Client").

Client desires to contract for the services of Bold Agency to perform advertising services as outlined in the Statement of Work.

Bold Agency agrees to provide these services according to the terms in this agreement.

The parties therefore agree as follows.

1. **Services of Bold Agency.** Bold Agency will provide Client the services described in the Statement of Work, as amended. ("Services"; larger phases of services in any Statement of Work, as amended, the "Project").
2. **Billing for Services.** Bold Agency will invoice Client for all Services performed under this agreement. Such work shall include all work that is listed in the Statement of Work and any Additional Services.
 - 2.1. **Payment of Invoices.** Client shall pay Bold Agency the total amount billed in the invoice for Services before Bold Agency shall be obligated to deliver unless otherwise stated in the Statement of Work (that payment, the "Payment").
 - 2.2. **Overdue Invoices.** Any Payment not made by the due date of an invoice, or any invoice for Additional Services not paid within thirty (30) days of the invoice date will be subject to a penalty of 5% per month from the due date.
 - 2.3. **Remedy for Nonpayment.** Bold Agency reserves the right to cease providing Services or Additional Services until all invoices have been paid in full. Withholding of Services, in such an instance, shall not be considered a breach or default by Bold Agency.
 - 2.4. **Refund Policy.** Payment tendered for work described in the Statement of Work is nonrefundable. This includes any fees paid for Additional Services.
3. **Billing for Additional Services.** Client shall be invoiced for any Additional Services performed under this agreement.
 - 3.1. **Additional Services Defined.** "Additional Services", as used in this agreement, will include any work Client wishes Bold Agency to perform, which is not specified in section 1 or incorporated into the Statement of Work, as amended.
 - 3.2. **Sales Tax.** Client shall, in addition to the other amounts payable under this agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the Services provided under this agreement.

President of the City of the
City of Huntsville, AL
Date: May 14, 2026

- 3.3. Billable Time for Additional Services.** Client will be billed for any work outside the scope of the Services performed on behalf of Client. Such work shall include, but is not limited to, travel time, consultation time, and expenses. Client will approve billable time for additional services before they occur.
- 3.4. Fees for Additional Services.** Bold Agency will charge Additional Services at the rate described in the Statement of Work or at the then applicable rate for any service provided as an Additional Service.
- 3.5. Invoices for Additional Services.** If any Additional Services are billed, such Additional Services will be invoiced as Additional Services as requested or performed.
- 4. Costs of Collection.** Client agrees to pay any cost of collection for unpaid invoices, including but not limited to, court costs, and attorneys' fees. Client agrees to pay interest at the rate of 5% per month, or the highest interest rate allowable by law (whichever is less), payable monthly on any past due payment due under this agreement.
- 5. Expenses.** Bold Agency will charge Client for any out-of-pocket expenses incurred necessary to perform the work described in the Statement of Work. Any expense not listed in the scope of work will be approved in advance by Client. Expenses, unless otherwise noted, will be billed as Additional Services.
- 6. Acceptance.** If required by the Statement of Work, Bold Agency will provide all deliverables as described in the Statement of Work to Client upon completion. Client will have 14 days to review any such work submitted to determine if the Project or deliverable is acceptable.
- 6.1. Correction of Deficiencies.** If the deliverable is not acceptable, Client shall give Bold Agency written notice stating the deficiencies. Bold Agency will make reasonable efforts to correct the deficiencies in a reasonable time. Once the deficiencies are corrected, Bold Agency will resubmit the deliverable to Client.
- 6.2. Failure to Notify.** If Client fails to notify Bold Agency of any deficiencies in the deliverable within 14 days of delivery, any additional changes will be billed as an Additional Service.
- 6.3. Satisfactory Completion.** Once Client has accepted any Project or deliverable, Client shall execute Bold Agency's Work Release which is incorporated by reference. In the event Client fails to sign a Work Release within 15 days of receipt and there has been no additional communication to Bold Agency, Client shall be deemed to have accepted any Project or deliverable as is.
- 6.4. Warranty Disclaimer.** Once accepted, Client accepts the completed deliverable as-is. There are no warranties, express or implied, associated with the Project, the Service, or any deliverable.
- 7. Relationship of Parties.** This agreement creates no agency relationship between the parties. Bold Agency does not, and will not, represent itself as an agent of Client beyond the duties described in this agreement. Bold Agency is not an agent or an employee of Client for any purpose and Bold Agency is not entitled to any of the benefits that Client provides its

employees, (including but not limited to, the withholding of FICA, FUTA, federal or state personal income taxes, and state unemployment insurance taxes) employee benefit purposes, or for any other purpose.

8. **Term.** This agreement shall last during the term stated in any Statement of Work, as amended. This agreement will automatically renew if the Statement of Work is amended or a new Statement of Work is created.

8.1. **Termination.** Either party may terminate this agreement upon thirty (30) days' notice to the other party. Any fees already paid or advanced to Bold Agency upon termination shall be deemed fully earned by Bold Agency.

9. **Default.** Client shall be in default of this agreement upon the occurrence of one or more of the following events (each event, an "Event of Default"):

9.1. **Failure to Pay on Time.** Failure of Client to make any payment within 30 days of its due date shall be considered an Event of Default.

9.2. **Solicitation of Employees.** Solicitation by Client of an employee or contractor of Bold Agency shall be an Event of Default.

9.3. **Breach of Client Responsibilities.** A breach of any of the client responsibilities described in in this agreement shall be an Event of Default.

10. **Remedy for Default.** If an Event of Default occurs, Bold Agency may exercise the following remedies without being in breach of this agreement or waiving any other rights or remedies available under this agreement and applicable law:

10.1. **Cease Services.** At any time after a payment due date is missed, Bold Agency may cease services to Client until such Event of Default is cured to the satisfaction of Bold Agency.

10.2. **Terminate Agreement.** At the option of Bold Agency, this agreement may be terminated upon the occurrence of an Event of Default.

10.3. **Acceleration of Payments on Termination.** If this agreement is terminated because of an Event of Default, Client will owe the remaining balance of all monthly payments due under the applicable term of this agreement within 15 days of notice of termination and acceleration.

10.4. **Security.** If Client cures any Event of Default and Bold Agency does not exercise any of the rights listed above, Bold Agency may, at its discretion, require security acceptable to Bold Agency to continue services after an event of default.

10.5. **Liquidated Damages for Breach of Nonsolicitation Covenant.** Client agrees that Bold Agency' damages resulting from breach by Client of the covenant not to solicit employees or contractors would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, if Client violates the nonsolicitation covenant of this agreement, Client shall immediately pay Bold Agency an amount equal to 50% of employee's total annual compensation, as liquidated

damages. Bold Agency shall also have the option to terminate this agreement due to an Event of Default. The amount of the liquidated damages reflected is not intended as a penalty and is reasonably calculated based upon the projected costs Bold Agency would incur to identify, recruit, hire, and train suitable replacements for such personnel.

11. **Amendment.** This agreement may be altered or amended, but only if in writing and signed by all parties.

11.1. **Modification of Statement of Work.** The above notwithstanding, if any change to the Services or Project occurs, Bold Agency may unilaterally amend the Statement of Work prior to commencing any Services.

11.2. **Fee Adjustments.** Bold Agency reserves the right to adjust its fees with thirty (30) days written notice of any fee adjustment.

12. **Nondisclosure of Trade Secrets.** Client acknowledges that the information to be furnished concerning customer lists, prices and fee structures, business and marketing strategies, profit margins, customer preferences and requirements, computer systems, and other confidential matters constitutes a valuable, special, and unique asset and trade secret of Bold Agency's business. (those confidential matters the "Trade Secrets"). Client will not use or disclose any Trade Secrets or any other technical or business information or plans of Bold Agency, except to the extent Client can document that it is generally available (through no fault of Client) for use and disclosure by the public without any charge, license or restriction.

13. **Nonsolicitation.** During the term of this agreement and the 24 month period immediately following termination of this agreement, Client will not, directly or indirectly, induce, cause, solicit, advise or influence any person to terminate his or her employment with Bold Agency in order to accept employment elsewhere or for any other reason, or any independent contractor to terminate its engagement with Bold Agency.

14. **Intellectual Property.** Upon full payment to Bold Agency, all intellectual property rights in any final deliverable as created or developed by Bold Agency in the performance of this agreement shall be assigned to Client (that property, the "Intellectual Property"). To the extent Bold Agency has any interest in work created under this agreement whatsoever, upon full payment Bold Agency irrevocably transfers, sells, conveys, grants, and assigns to Client, its successors and assigns, all right, title, and interest in and to the moral rights, and domestic and foreign copyrights and patents (and any renewals of such interest) in such completed work. Bold Agency agrees to execute any documentation necessary to make effective this assignment and to assist client in any registration of copyrights or patent rights in such work in the United States and any foreign country. This assignment is a worldwide assignment in perpetuity and in all media whatsoever, whether now existing or created in the future. With respect to any Background Technology of Bold Agency that is pre-existing prior to the effective date of this agreement, that Background Technology will remain the property of Bold Agency.

14.1. **License of Background Components.** Bold Agency warrants that it owns or has a license to use and sublicense certain proprietary and third-party development tools, code, data, and designs used or included in any work performed under this

agreement and the development of such work (collectively, the "Background Components"). Bold Agency extends to Client an irrevocable, perpetual, non-exclusive, paid-up license to use the Background Components, as integrated into any work created under this agreement. Bold Agency, however, retains all ownership of the individual parts that make up the Background Components. Any publicly available Background Components used by Bold Agency is licensed subject to the licenses associated with that intellectual property.

14.2. **Limited Use License For Advertising and Promotion.** Bold Agency shall retain a limited use license in the Intellectual Property for exclusive use in any portfolio or work sample Bold Agency may use for marketing purposes. Such use of the Intellectual Property shall not be deemed an event of default or breach of this agreement.

15. **Use of Copyrighted Materials.** Client warrants that it has the appropriate license to use any copyrighted or trademarked material provided to Bold Agency under this agreement. Bold Agency is not responsible for any content provided to it by Client for use during this agreement. Client agrees to indemnify and hold Bold Agency harmless against any and all claims, costs, and expenses, including reasonable attorney's fees, arising from or related to any claim that any material provided to Bold Agency infringes any third party right, including, without limitation, any patent, trademark, copyright or trade secret rights.

16. Miscellaneous.

16.1. **Notices.** Any notice, election, or other communication provided for or required by this agreement shall be in writing and shall be deemed received when hand-delivered, delivered electronically or delivered by mail to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the Company or at such person's last known address.

16.2. **Binding Effect.** This agreement shall inure to the benefit of, and shall be binding upon, the Parties, their legal representatives, transferees, heirs, successors, and assigns.

16.3. **Construction.** This agreement shall be interpreted and construed according to the laws of the state of Alabama and jurisdiction for any dispute arising from this agreement shall be in the state and federal courts located in Madison County, Alabama. The titles of the sections in this agreement have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms and provisions of this agreement.

16.4. **Pronouns.** All pronouns and any variations shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require.

16.5. **Entire Agreement.** This agreement sets forth all the understandings and agreements of whatever kind and nature existing between the parties concerning this agreement. Any other arrangements concerning different matters between the parties must be set forth in a separate instrument.

16.6. **Severability.** Each provision of this agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this agreement which are valid, enforceable, and legal.

16.7. **Mediation/Arbitration.** To the fullest extent permitted by law, all disputes, except for those pertaining to collections, arising out of or relating to this agreement shall be submitted to mediation and, if necessary, legally binding arbitration, under the rules of the American Arbitration Association. Such mediation and, if necessary, arbitration shall be held in Birmingham, Alabama. Arbitration shall be governed by the American Arbitration Association. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. This provision is intended to be as broad as possible under the law: it shall apply to all claims and causes of action, including all statutory and constitutional claims, contract claims and tort claims. The parties agree that their relationship affects and involves interstate commerce.

This agreement is signed on the date stated in the introductory paragraph.

Bold Agency LLC



By: Lauren Gowins

Its: Founder & CEO

Address for Notices:

3314 Governors Drive SW, Huntsville, AL 35805

Electronic:

lauren@theboldagency.co

Client

By:

Its:

Address for Notices:

Electronic:

FOR **Huntsville-Madison County EMA**
POC: Chris Reed
Emergency Management Officer
chris.reed@huntsvilleal.gov

BY **Bold Agency**
hi@theboldagency.co
256.562.4892

Scope Of Work

This Statement of Work is dated 4/10/2026 and is incorporated into the Client Services Agreement between **Bold Agency, LLC** ("Bold Agency") and **Huntsville-Madison County EMA** ("Client") dated 4/10/2026.

Deliverables

Website ADA Compliance Audit & Remediation

ADA Compliance Audit & Remediation:

Every user deserves equal access to your website, including those relying on screen readers, keyboard navigation, and other assistive technologies. We'll begin with a **comprehensive ADA compliance scan** of your existing site to identify all areas of non-conformance with current standards, then move directly into remediation. Our team will implement all fixes, including **adding descriptive image alt tags, adjusting the homepage grid for accessible navigation, converting PDFs into compliant web pages, and removing the Google Translate plugin**. This scope includes **two rounds of revisions** to ensure every update meets both your expectations and ADA requirements.

What You Get (Summary Style):

- **1** - Comprehensive ADA compliance scan
- **5** - Remediation deliverables (alt tags, grid adjustments, PDF conversions, plugin removal, and compliance scan)
- **2** - Rounds of revisions to confirm accuracy and compliance across all updates

Client Assumptions

- The Client will review all deliverables and provide feedback within 3-5 working days of delivery.
- The Client will provide adequate communication on the project during 8a.m.-5p.m. business hours.
- Client understands that not responding to our team for more than 30 days forfeits their scope of services and any applicable terms of their contract.
- The Client is responsible for providing all logins and necessary assets to complete project requests. In addition, the Client is responsible for providing Admin Access to applicable social and digital platforms in order to run requested campaigns as needed to Agency's confidentiality clause set forth in the code of conduct noted below.
- For emergency requests, the Client understands communication with the Bold team outside of standard business hours to ensure requests can be completed will fall under the 'Rush Rate & Response Time.'
- The Client will adhere to the scope of work and payment schedule. Any additional services requested outside of the scope of work will require an additional scope or written approval by the Client before the Agency can conduct the additional service.

Agency Assumptions

- Develop and manage a project calendar, including communicating with the Client about progress toward deadlines.
- Ensure the quality of the final work and adhere to the scope of work.
- The agency will notify the Client if the project begins to reach outside of the scope and will receive approval before proceeding outside of this scope.
- Our Agency adheres to a strict non-disclosure conduct for all Client accounts and does not distribute or publish data, reports, information, etc. of any sort outside of the Agency unless specifically requested by the Client.
- For Retainers - Bold works within the allocated hours to it's best responsibility but is not required to provide a breakdown of all items completed within the hour allotment as this takes additional time away from the retainer to provide.

Hourly Rate & Response Time:

Standard Hourly Rate & Response Time

Bold's standard blended rate is **\$165/ per hour**. Our team is committed to responding to requests within 24 hours, Monday - Friday during the operating hours of 8a.m. CST to 5p.m. CST.

Rush Hourly Rate & Response Time

For emergency updates/requests needed outside of Bold's operating hours, an emergency rate of **\$175/ per hour** may apply. Our team is committed to responding to emergency requests within 12 hours.

Timeline

Work will commence on this project on the contract signing date and is estimated to take **2-3 weeks**. This SOW shall remain in effect after project agreement until all deliverables under this SOW are provided to the CLIENT, or until this SOW is terminated with written 15 days notice by either party according to the contract. The quote in this SOW expires in 30 days if a contract has not been signed.

Note: The schedule can change depending on when the client provides requested feedback, necessary assets to complete the project, or if the client requests additional change orders outside of this scope of work.

Payment Schedule

\$3,300 100% - Due to begin services

Subtotal

\$ 3,300

* Payments should be made via check. Payments made via CC or ACH are subject to a transaction fee.

SCOPE OF WORK | DATE 04/10/26 | NO. 912

CLIENT SIGN _____

DATE _____

FULL NAME:
TITLE :

AGENCY SIGN Savannah Russo

DATE 04/14/2026

FULL NAME: Savannah Russo
TITLE : Junior Account Coordinator