

Department: Huntsville Fire and Rescue

Subject:

Type of Action: Approval/Action

Modification No. 1 to the Agreement Between the City of Huntsville, Alabama and Don Howard Studios dated March 10th, 2022 as adopted by the City Council of the City of Huntsville by Resolution No. 22-181.

Resolution No.

Finance Information:

Account Number: 1000-42-42100-515370-00000000-

City Cost Amount: \$2,500

Total Cost: \$2,500

Special Circumstances:

Grant Funded: NA

Grant Title – CFDA or granting Agency: NA

Resolution #: NA

Location: NA

Address: NA

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

Additional Comments: NA

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STATE OF ALABAMA)
)
COUNTY OF MADISON)

MODIFICATION NO. 1

THIS MODIFICATION TO AN AGREEMENT is entered into on this the 13th day of October 2022 by and between the City of Huntsville, Alabama (City) and Don Howard Studios (DHS).

WITNESSETH

WHEREAS, the parties previously entered into the “Agreement between the City of Huntsville and Don Howard Studios (the Agreement) as adopted by the City Council of the City of Huntsville by Resolution No. 22-181; and

WHEREAS, the Agreement provided for DHS to provide professional services to design digital art depicting the history of Huntsville Fire and Rescue in celebration of our Bicentennial; and

WHEREAS, Huntsville is requesting an addition to the scope of work.

WHEREAS, the parties desire to adopt and incorporate into the Agreement the following additional terms; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, DHS and the City agree to the following modifications to the Agreement:

1.0 Addendum to Scope of Work

- A. DHS will design and construct artwork for a 4 x 6 ft. illustration of the proposed Huntsville Fire and Rescue Department (HFRD) training field. DHS will use the architectural drawings, photos of existing similar facilities and the actual view of the proposed site as reference material.
 - 1. DHS will create three custom caricatures of identifiable Huntsville city officials for inclusion in the proposed finished illustration.
 - 2. DHS will provide a B&W sketch of the initial illustration to HFR for approval prior to proceeding with the final illustration.
- B. DHS will transform the existing HFR’s 200-year timeline data (currently in MS Word document format) into a mural format suitable for mounting on the wall. (Note: No illustrations included in this rendering.)
- C. DHS Timeline
 - 1. The B&W sketch will be submitted 10 work days after the signing of the Project Contract.
 - 2. The final artwork will be delivered two weeks from receipt of approval of the B&W sketch from HFRD. Risk of loss shall remain with DHS until final acceptance of the artwork by the City.
- D. Total cost of the finished digitized artwork - \$2,500

DHS requests:

1. A down payment of \$1,000 to be paid upon the signing of the contract.
2. The balance of \$1,500 to be paid upon completion and delivery of the digitized artwork to the printer.

E. DHS Timeline

- a) Gathering of reference material: Must be provided to DHS thirty (30) days after contract signing for completion of this stage.
- b) The design, development and submission of pencil artwork for approval by Huntsville Fire and Rescue Department: The pencil artwork will be submitted sixty (30) days after the signing of the Project Contract. This milestone is contingent upon timely receipt of reference material noted in a) above.
- c) The completion and delivery of digitized final color artwork: The final artwork will be delivered sixty (30) days or less from receipt of approval of the pencil artwork from Huntsville Fire and Rescue Department.

- F. All other terms and conditions of the original Agreement remain unchanged and in full force and effect.

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

DON HOWARD d/b/a DON HOWARD STUDIOS

Attest:

By : Don Howard
Don Howard
Its: Owner

CITY OF HUNTSVILLE
A Municipal Corporation in the State of Alabama

Attest:

Kenneth Benion
Its: Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer of The City of Huntsville, a municipal corporation, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the document, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2022.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that____, whose name as _____ of Don Howard Studios, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such officer, executed the same with full authority for and as the act of said entity on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2022.

Notary Public
My Commission Expires: _____