



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/9/2025

File ID: TMP-6060

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between The City of Huntsville and Caroline Swope d/b/a Kingstree Studios for National Registration of Historic Places Nominations of the Magnolia Terrace and Brothers Heights Neighborhoods.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: TBD

City Cost Amount: \$ 35,000.00

Total Cost: \$ 35,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with Kingstree Studio on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between The City of Huntsville and Caroline Swope d/b/a Kingstree Studios for a National Registration of Historic Places Nomination of the Magnolia Terrace and Brothers Heights Neighborhood,” consisting of nine (9) pages, and the date of October 9, 2025, 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 office of the City of Huntsville, Alabama.

ADOPTED this the 9th day of October, 2025.

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

APPROVED this the 9th day of October, 2025.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

STATEMENT OF BACKGROUND AND INTENT

A. The City issued Request for Proposals Number 28-2023-74 for a “National Register of Historic Places Nominations for Magnolia Terrace and Brothers Heights”, dated August 27, 2025. This Request for Proposals, together with all attachments and amendments, is referred to as the “RFP”, and is available for inspection at the City’s Office of Procurement Services.

B. In response to the RFP, Swope submitted to the City a proposal dated August 28, 2025. This proposal, together with all attachments, is referred to herein as the “Proposal”, and a copy of the same is attached hereto as Exhibit “A” and is incorporated herein by reference.

C. The City and Swope have negotiated and now desire to enter into an arrangement for Swope to perform two National Register of Historic Places nominations for Magnolia Terrace and Brothers Heights in Huntsville, in accordance with the terms and conditions set forth herein.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 Scope of Work.

Swope will perform two National Register of Historic Places nominations of the mid-20th century neighborhoods of Magnolia Terrace and Brothers Heights in North Huntsville. All submitted field forms need to comply with AHC standards. Implementation of the project includes contact with city and state preservation personnel, community meetings, field and archival research and intensive photography.

More particularly, the scope of work will be as set forth in City of Huntsville Request for Proposals #80-2025-74, dated August 27, 2025, and in the Proposal submitted by Swope, dated August 28, 2025. In the event there is a conflict between the two documents, the terms of the City's Request for Proposals shall control.

2.0 Contract Amount and Payment Schedule.

The City will pay to Swope a total amount of Thirty-Five Thousand Dollars (\$35,000.00) for the products and services provided by Swope pursuant to this Agreement. The City shall pay the said amount in four installments based on milestones reached by Swope. The payment schedule shall be as follows:

<u>Milestone</u>	<u>Amount</u>
<u>Contractor shall collect existing information on properties, conduct preliminary site assessment and schedule consultation with City staff and Alabama Historical Commission (AHC) staff. Contractor shall assess if any updates are necessary to the 2022 survey. The National Register nominations should include all required contributing and non-contributing maps, USGS identification maps, descriptions of each building in the district, a narrative statement of significance, and professional photographs that support the nominations.</u>	<u>40%</u>
<u>Complete two district nomination forms and professional photographs to be submitted to the City and AHC for review and final commentary.</u>	<u>30%</u>
<u>Contractor shall hold a summative public meeting to present the final nominations. Final consultation with the City and AHC on final draft nomination. Final nominations will be submitted to the Alabama Historical Commission for review by the National Register Review Board.</u>	<u>30%</u>

Upon reaching each milestone, Swope shall provide an invoice to the City for the agreed amount. The City's Project Director shall determine whether the milestone has been met. Payment shall be due to Swope within thirty (30) days of the receipt of the invoice.

3.0 General Terms and Conditions

3.1 Notices.

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

Dr. Caroline Swope
Kingstree Studios
1038 Jackson Street SE
Decatur, AL 35601
cswope@nventure.com

City Of Huntsville
Attention: Katherine Stamps
P.O. Box 308
Huntsville, Alabama 35804
(256) 650-4779
katherine.stamps@huntsvilleal.gov

3.2 Project Staff.

Dr. Caroline Swope shall be Contractor's designated Project Manager. Katherine Stamps shall be the designated Project Manager for the City. The City must approve any changes in Swope's project manager.

3.3 Time Period.

Swope shall commence the work to be done pursuant to this Agreement on October 10, 2025 and shall complete said work no later than September 30, 2026.

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

Swope may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Swope shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Swope shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of

any subcontract price or of any amount paid under any subcontract, nor relieve Swope of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

6.0 Termination

6.1 Termination For Convenience

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Swope. Notice to terminate shall be given to Swope by written notification mailed or hand delivered to the contact address for Swope listed in Section 3.1 herein. In the event of such termination without cause, Swope shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Swope providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Swope shall promptly submit the City its invoice for final payment.

6.2 Termination For Cause

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

7.0 Nonexclusiveness of Remedies.

Any right or remedy on behalf of the City or Swope provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to Swope.

Swope is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Swope and its agents and/or employees. Swope waives any and all rights to recovery from the City for any injuries that Swope (and/or its agents and/or employees) may sustain while performing services under this Agreement.

9.0 Insurance and Indemnity.

Swope shall carry liability insurance with a \$1,000,000.00 general aggregate limit. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Swope for products used by and completed operations of Swope; or automobiles leased, hired or borrowed by Swope. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

Swope's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear (See Appendix A). Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Swope's insurance and shall not contribute to it.

HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Swope, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance of Swope's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Swope or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

Swope agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Swope or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Intellectual Property Rights.

Swope agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Swope pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Swope, and granting Swope the sole right to defend such claim. In the event of any infringement or claimed infringement, Swope, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Swope shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Property of City.

All work product prepared by Swope pursuant to this agreement shall become and be the sole property of the City.

10.8 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.9 Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.10 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Survivability.

The terms of Section 9.0 entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

10.12 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Swope's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

10.13 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Swope is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) Request for Proposals No. 80-228-74; and 3) Swope's Response to Request for Proposals No. 80-2025-74 dated August 28, 2025.

10.14 Electronic Signatures

Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
Its: Clerk Treasurer

**CAROLINE SWOPE d/b/a
KINGSTREE STUDIOS**

By: Caroline Swope
Caroline Swope (Oct 1, 2023 14:58:00 CDT)

Its: Principal

Magnolia Terrace-Brothers Heights NR Nomination Contract

Final Audit Report

2025-10-01

Created:	2025-10-01
By:	Katherine Stamps (katherine.stamps@huntsvilleal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARkolc4zJGP0EkOR-iWQMfDnPmXIYBntF

"Magnolia Terrace-Brothers Heights NR Nomination Contract" History

 Document created by Katherine Stamps (katherine.stamps@huntsvilleal.gov)
2025-10-01 - 7:53:50 PM GMT

 Document emailed to cswope@nventure.com for signature
2025-10-01 - 7:54:16 PM GMT

 Email viewed by cswope@nventure.com
2025-10-01 - 7:57:11 PM GMT

 Signer cswope@nventure.com entered name at signing as Caroline Swope
2025-10-01 - 7:57:58 PM GMT

 Document e-signed by Caroline Swope (cswope@nventure.com)
Signature Date: 2025-10-01 - 7:58:00 PM GMT - Time Source: server

 Agreement completed.
2025-10-01 - 7:58:00 PM GMT



Adobe Acrobat Sign