



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026

File ID: TMP-6466

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a contract reassignment agreement to transfer the Vehicle Insurance contract the City currently has with Fountain Parker Harbarger & Associates LLC to Higginbotham Insurance Agency, Inc.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: \$ Varies

Total Cost: \$ Varies

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:

The Vehicle Insurance contract for Public Transit vehicles was awarded to Fountain Parker Harbarger & Associates LLC pursuant to Resolution No 24-226. Fountain Parker Harbarger & Associates LLC was acquired by Higginbotham Insurance Agency, Inc.

RESOLUTION NO. 26 - _____

WHEREAS, the City and Fountain Parker entered the Vehicles Insurance for Public Transit vehicles contract pursuant to Resolution No. 24-226 hereinafter referred to as "Contract"; and

WHEREAS, the Procurement Services Division was notified in January 2025 by Higginbotham that they acquired Fountain Parker on October 1, 2023; and

WHEREAS, Fountain Parker desires to assign the Contract to Higginbotham and waives its rights conveyed to it under the terms of said Contract; and

WHEREAS, the City desires to consent to the assumption of the Contract by Higginbotham conditioned upon Higginbotham assuming Fountain Parker's obligations under the Contract.

WHEREAS, Higginbotham agrees to adhere to the terms and conditions, pricing structure, specifications, and scope of services as outlined in the Contract which is currently in its second year of a three year contract term and is set to expire March 27, 2027;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Contract as follows:

1. The City hereby consents to Fountain Parker assignment of its rights and obligations under the Contract to Higginbotham effective on the above-stated date.
2. Higginbotham hereby agrees to assume Fountain Parker obligations under the Contracts, including but not limited to all insurance requirements and contract pricing structure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to accept the Consent to Assignment of Contract Agreement signed by authorized representatives of both Fountain Parker Harbarger & Associates, LLC and Higginbotham Insurance Agency, Inc. and attached hereto and enter into agreement with Higginbotham Insurance Agency for the provision of insurance to Public Transit vehicles in accordance with specified scope of services, terms, and conditions as outlined in the contracts awarded pursuant to Resolution No. 24-226 and the Consent to Assignment of Contract Agreement..

ADOPTED this the 22nd day of January, 2026.

President of the City Council
of the City of Huntsville

ADOPTED this the 22nd day of January, 2026

Mayor of the City of Huntsville

CONSENT TO ASSIGNMENT OF CONTRACT AGREEMENT

This Consent to Assignment of Contracts Agreement, hereinafter referred to as "Agreement" is made and entered into on the 22nd day of January, 2026, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, hereinafter referred to as "City", and **FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC**, an Alabama limited liability company, hereinafter referred to as "Fountain Parker" and **HIGGINBOTHAM INSURANCE AGENCY, INC**, a Texas Corporation, hereinafter referred to as "Higginbotham".

WITNESSETH:

WHEREAS, the City and Fountain Parker entered the Vehicles Insurance for Public Transit vehicles contract pursuant to Resolution No. 24-226 hereinafter referred to as "Contract"; and

WHEREAS, the Procurement Services Division was notified in January 2025 by Higginbotham that they acquired Fountain Parker on October 1, 2023; and

WHEREAS, Fountain Parker desires to assign the Contract to Higginbotham and waives its rights conveyed to it under the terms of said Contract; and

WHEREAS, the City desires to consent to the assumption of the Contract by Higginbotham conditioned upon Higginbotham assuming Fountain Parker obligations under the Contract.

WHEREAS, Higginbotham agrees to adhere to the terms and conditions, pricing structure, specifications, and scope of services as outlined in the Contract which is currently in its second year of a three year contract term and is set to expire March 27, 2027.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Contract as follows:

1. The City hereby consents to Fountain Parker assignment of its rights and obligations under the Contract to Higginbotham effective on the above-stated date.
2. Higginbotham hereby agrees to assume Fountain Parker obligations under the Contracts, including but not limited to all insurance requirements and contract pricing structure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date as written above. This Agreement may be executed in one or more counterparts and each counterpart shall, for all

purpose, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic email, may substitute for the original signature and shall have the same legal effect as the original signature.

FOUNTAIN PARKER HARBARGER
& ASSOCIATES, LLC

By: Mark Parker
Its: Manager

HIGGINBOTHAM INSURANCE
AGENCY, INC.

By: Mary Towles
Its: Managing Director

ATTEST

By: _____
Shaundrika Edwards
Its: City Clerk

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor