



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025

File ID: TMP-5995

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and McMillan Pazdan Smith Architecture (MPS) to accept the assignment of the contract owned by Fuqua & Partners Architects as of September 25, 2025

Resolution No.

Finance Information:

Account Number: At No Cost to the City

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: NONE

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:

Assignment of Agreement with McMillan Pazdan Smith Architecture (MPS) to accept the assignment of the contract owned by Fuqua & Partners Architects as of September 25, 2025.

RESOLUTION NO. 25-____

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and MPS (McMillan Pazdan Smith Architecture) 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 "Consent to Assignment of Contract" consisting of four (4) pages, and the date of September 25, 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 of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

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

ADOPTED this the 25th day of September, 2025.

Mayor of the City of Huntsville,
Alabama

CONSENT TO ASSIGNMENT OF CONTRACT

This Consent of Assignment of Contract is made and entered into on the 25th day of September 2025, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as the “City,” and MPS (McMillan Pazdan Smith Architecture).

Witnesseth:

WHEREAS, the City and Fuqua & Partners Architects entered into a contract to provide architectural services for the City Hall Demolition (hereinafter the “Contract”); and

WHEREAS, the Contract was adopted and approved by the City Council of the City of Huntsville on October 26, 2023, pursuant to Resolution No. 23-886; and

WHEREAS, Fuqua & Partners Architects is joining and transitioning operations to McMillan Pazdan Smith Architecture (MPS); and

WHEREAS, Fuqua & Partners Architects desires to assign the Contract to McMillan Pazdan Smith Architecture (MPS); and

WHEREAS, the City desires to consent to the assumption of the Contract to McMillan Pazdan Smith Architecture (MPS) conditioned upon McMillan Pazdan Smith Architecture (MPS) assuming Fuqua & Partners Architects' obligations under the contract.

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 Agreement as follows.

1. The City hereby consents to Fuqua & Partners Architects' assignment of Fuqua & Partners Architects' rights and obligations under the Contract to McMillan Pazdan Smith Architecture (MPS) effective on the above-stated date.
2. McMillan Pazdan Smith Architecture (MPS) hereby agrees to assume Fuqua & Partners Architects' obligations under the Contract, including but not limited to all insurance requirements.

3. McMillan Pazdan Smith Architecture (MPS) will provide the City of Huntsville's Procurement Division with an updated Certificate of Insurance evidencing insurance coverage as required by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Assignment of Contract to be executed under their respective seals and delivered as of the date first above written.

Fuqua & Partners Architects

By: _____

Its: _____

McMillan Pazdan Smith Architecture

By: _____

Its: _____

ATTEST

CITY OF HUNSTVILLE, ALABAMA

By: _____

Shaundrika Edwards

Its: City Clerk

By: _____

Tommy Battle

Its: Mayor



MEMBER OF THE AMERICAN
INSTITUTE OF ARCHITECTS

Architecture

Interior Design

Master Planning

Media Visualization

July 1, 2025

SENT VIA EMAIL

Chris O'Neill
City of Huntsville
chris.o'neil@huntsvilleal.gov

RE: Consent to Assign Contract

Dear Chris:

Fuqua & Partners Architects, PC (“FPA”), greatly appreciates our relationship with you, and your trust in us as your architectural/engineering design partner. We are writing to inform you of an important update regarding our firm.

FPA is joining forces with McMillan Pazdan Smith architecture, a leading southeast based architecture, planning and interior design firm. This partnership is in support of our continuous commitment to expand and deepen our capabilities and resources to strategically support our clients and the communities across Alabama. As part of this partnership, for legal entity purposes we will be part of MPS Architects, P.C.(MPS).

In order to align with our new legal entity, FPA respectfully requests your consent to assign all contracts associated with those projects identified on Exhibit A, including all proposals, work orders, statements of work, change orders, purchase orders, and amendments relating thereto (collectively, the “Contract”), to MPS (the “Assignment”). When considering this request, please be assured that the same professionals at FPA who provide services to you now will continue to provide the same services to you after the Assignment, and we will continue to deliver the consistent, high-quality results to which you are accustomed.

By countersigning this letter, you: (i) consent to the Assignment, effective as of the date of your signature; (ii) waive any notice requirements in connection with the Assignment; (iii) agree not to exercise any termination or other rights you may have under the Contract arising solely by virtue of the Assignment; and (iv) acknowledge and agree that the Contract will continue in full force and effect following the Assignment.

Please note that, except as expressly set forth herein, neither your consent to the Assignment nor this letter amends, modifies, or otherwise affects the terms or conditions of the Contract, which will remain in full force and effect with MPS assuming the obligations of FPA thereunder.

Joseph A. Fuqua
Rodney K. Steger
Bart G. Bankowski
Leslie N. Tillery

If you have any questions or require further information, then please do not hesitate to contact us. We value our partnership and look forward to continuing our successful service to you under the Contract through MPS Architects.

Best Regards,



Leslie Tillery, AIA
Principal



Joe Fuqua, AIA
Principal