

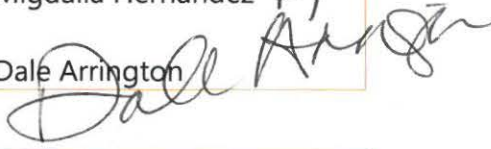


Meeting Date: August 22, 2017



Agenda Item #: 4A

CITY COUNCIL AGENDA ITEM

Contact Information:			
Contact Name:	David Santiago 	Dept. Director:	Migdalia Hernandez 
Contact Number:	386-775-5440/5446	City Manager:	Dale Arrington 

Type of Item:					
<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Ordinance First Reading	<input type="checkbox"/>	Public Hearing
<input type="checkbox"/>	Council Approval	<input type="checkbox"/>	Ordinance Second Reading	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Discussion & Action	<input type="checkbox"/>	Presentation	<input type="checkbox"/>	Workshop

SUBJECT: **Assignment and Assumption of Contract Agreement Between Quentin L. Hampton Associates and Mead & Hunt, Inc.**

BACKGROUND:

On April 24, 2015, the City Council approved a master agreement with Quentin L. Hampton Associates (QLHA), Port Orange to provide engineering services for a term not to exceed five years. On June 30, 2017, QLHA officially merged with Mead & Hunt, Inc. This merger was designed to increase the service offerings and capabilities available but will not change the personnel assigned to any City project. All QLHA employees have been retained by Mead & Hunt, Inc., and their roles and terms of service have not changed.

Mead & Hunt, Inc., an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including municipal infrastructure, renewable energy, transportation and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Under Section 16 of the current Agreement, QLHA is requesting to exercise the assignment term. Mead & Hunt, Inc., will accept the assignment and agrees to perform the remaining obligations of QLHA under the Agreement with the retained employees of QLHA. Mead and

Hunt, Inc., would be entitled to all monies remaining to be paid under the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

COUNCIL DISTRICT:

City Wide

RECOMMENDATIONS:

Staff recommends Council approve the Assignment and Assumption and authorize the City Manager to execute the document.

ATTACHMENTS:

Assignment and Assumption document

FINANCIAL IMPACT:

None

STRATEGIC PLAN:

Continue organizational efficiency

**ASSIGNMENT OF MASTER AGREEMENT
FOR GENERAL ENGINEERING AND SURVEYING SERVICES
(Q004-0-2015)**

THIS ASSIGNMENT is made and entered into this 22 day of August , 2017, by and between **QUENTIN L. HAMPTON ASSOCIATES, INC**, whose address is 4401 Eastport Parkway, Port Orange, Florida 32127, in this Assignment referred to as "ASSIGNOR," **MEAD & HUNT, INC.**, whose address is 2440 Deming Way, Middleton, WI, 53562, in this Assignment referred to as "ASSIGNEE," and **CITY OF ORANGE CITY**, a municipal corporation of the State of Florida, whose address is 205 E. Graves Avenue, Orange City, Florida 32763, in this Assignment referred to as "CITY."

WITNESSETH:

WHEREAS, CITY and ASSIGNOR entered into that certain Master Agreement for General Engineering and Surveying Services on May 1, 2015, in this Assignment referred to as the "Agreement", whereby ASSIGNOR agreed to provide CITY with Engineering services; and

WHEREAS, ASSIGNOR desires to assign the Agreement to ASSIGNEE and ASSIGNEE desires to accept this Assignment; and

WHEREAS, both majority shareholders and executives of ASSIGNOR and ASSIGNEE desire this assignment; and

WHEREAS, Section 16 of the Agreement prohibits each party from assigning the Agreement without prior written consent of the other party; and

WHEREAS, if both parties agree to the assignment, then the assignment may only be made by an instrument of equal dignity with the Agreement; and

WHEREAS, CITY, ASSIGNOR, and ASSIGNEE have determined this Assignment of the Agreement from ASSIGNOR to ASSIGNEE will best serve the needs of all parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Assignment, CITY, ASSIGNOR and ASSIGNEE agree as follows:

1. The foregoing recitals are true and correct and form a material part of this Assignment upon which the parties have relied.
2. ASSIGNOR hereby assigns all of its rights and obligations in the Agreement to ASSIGNEE, effective immediately.
3. ASSIGNEE hereby accepts this Assignment, assumes all obligations of ASSIGNOR under the Agreement, and agrees to be bound by all of the terms and conditions of the Agreement to which ASSIGNOR previously agreed.
4. This Assignment includes all outstanding purchase orders and work orders under the Agreement including but not limited to Purchase Order No. 14426, 15148, Work Order No. 043-17, and 059-17.
5. ASSIGNEE shall indemnify CITY from any and all liabilities under the Agreement effective immediately.
6. CITY hereby consents to this Assignment between ASSIGNOR and ASSIGNEE.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have made and executed this Assignment for the purposes stated above.

ASSIGNOR:

WITNESSED:

QUENTIN L. HAMPTON ASSOCIATES, INC.

, Secretary

By: _____
Brad T. Blais, P.E., President

(CORPORATE SEAL)

Date: _____

ASSIGNEE:

WITNESSED:

MEAD & HUNT, INC.

, Secretary

By: _____
Andrew Platz, President

(CORPORATE SEAL)

Date: _____

ATTEST:

CITY OF ORANGE CITY
ORANGE CITY, FLORIDA

Gloria J. Thomas, CMC, City Clerk

By: _____
Dale Arrington, City Manager

Date: _____

Date: _____

By: _____
William E. Reischmann, Jr.
City Attorney

As authorized by the City Council at its
regularly scheduled meeting on August 22, 2017