

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 8/22/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Assignment of Agreement with CRISP Communications, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with CRISP Communications, L.L.C. to accept the assignment of contracts owned by AkinsCrisp Public Strategies, Inc., as of July 1, 2013

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Assignment of Agreement with CRISP Communications, L.L.C., Inc. to accept the assignment of contracts owned by AkinsCrisp Public Strategies, Inc., as of July 1, 2013. Agreement is at no cost to the City

Associated Cost: N/A

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Marki

Date: 8/15/13

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **8/22/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Assignment Agreement**

Document Name: **AkinsCrisp to CRISP Communications**

City Obligation Amount: **N/A**

Total Project Budget: **N/A**

Uncommitted Account Balance: **N/A**

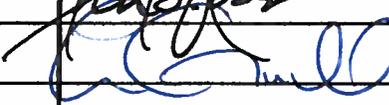
Account Number: **N/A**

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating		8/15/13
2) Legal		8/19/13
3) Finance		8/19/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with CRISP Communications, L.L.C., for Assignment of Contracts owned by AkinsCrisp Public Strategies, Inc., as of July 1, 2013, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Assignment of Contracts with CRISP Communications, L.L.C. and the City of Huntsville, Alabama" consisting of a total of three (3) pages plus one (1) additional page consisting of Attachment "A", and the date of August 22, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 22nd day of August, 2013.

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

APPROVED this the 22nd day of August, 2013.

Mayor of the City of Huntsville,
Alabama

**Assignment of Contracts with CRISP
Communications, L.L.C. and the City of Huntsville,
Alabama**

ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT (the "Agreement"), dated effective as of July 1, 2013 (the "Effective Date"), by and between **AkinsCrisp Public Strategies, Inc.** an Alabama corporation (the "Assignor"), **CRISP Communications, L.L.C.**, an Alabama limited liability company (the "Assignee"), and **THE CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City").

WHEREAS, the Assignor and Assignee are parties to A Merger Agreement, dated July 1, 2013, providing for the purchase and sale of most of the assets owned by Assignor (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor is required to assign certain contracts to the Assignee, and the Assignee is required to assume certain contracts and obligations of Seller; and

WHEREAS, Assignor desires to assign to Assignee, all right, title and interest of Assignor to Assignee in those certain contracts with the City and the City consents to the assignment of the Contracts pursuant to the terms hereof.

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

1. **ASSIGNMENT AND ASSUMPTION.** To the extent permitted by applicable law, the Assignor hereby assigns, transfers and releases to the Assignee all of the Assignor's right, title and interest in, to and under all of the Contracts. Additionally, Assignee agrees to pay, perform and discharge as and when due each of the obligations, responsibilities and liabilities of the Assignor and/or Assignee under the Contracts arising from and after the Effective Date. The City hereby consents to and joins in the assignment of the Contracts by Assignor and the assumption of the Contracts by Assignee.

President of the City Council of the City of
Huntsville, AL
Date: August 22, 2013

2. INSURANCE. Assignee shall secure and maintain professional liability insurance, as described in the Contracts, covering exposure relating to any work performed on the Contracts both before and after the Effective Date. The insurance is to be placed with insurers with an A.M. Best's rating of no less than B+ V. The City shall be indicated as a certificate holder hereunder and Assignee shall furnish the City with the certificates of insurance reflecting the coverage required by this document. The A.M. Best rating and deductibles, if applicable, shall be indicated on the respective certificates of insurance for each insurance policy. The certificate of insurance for the insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of the required insurance policy at any time.

3. BINDING EFFECT: AUTHORITY. This Agreement shall inure to the benefit of and shall be binding upon the parties and their heirs, successors and assigns. The parties agree to do such other acts and to execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement. The parties each represent and warrant that each has taken all action necessary to authorize the agreements set forth herein and that the execution, delivery, and performance of this Agreement by the parties shall not violate any agreement by which both parties hereto are bound.

4. ENTIRE AGREEMENT. This Agreement constitute the entire agreement between the Assignor, Assignee, and the City with respect to the transactions contemplated herein, and supersede all prior understandings or agreements between the parties relating to such transactions.

5. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

6. EXECUTION BY COUNTERPART. This Agreement may be executed by facsimile and in two (2) or more counterparts, each of which when so executed and delivered (including delivery by facsimile) shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of this page intentionally left blank; signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ASSIGNOR:

**AKINSCRIP PUBLIC STRATEGIES,
INC.**

ATTEST:

By: _____

Its: _____

ASSIGNEE:

CRISP COMMUNICATIONS, L.L.C.

ATTEST:

By: _____

Its: _____

CITY:

**THE CITY OF HUNTSVILLE,
ALABAMA**

ATTEST:

By: _____

Tommy Battle, Mayor



CLEAR.
CONCISE.
CONSISTENT.

July 30, 2013

Lynn Majors
City of Huntsville
320 Fountain Circle
Huntsville, AL 35801

Dear Mr. Majors,

Due to a corporate restructuring, as of Monday, July 1, 2013, AkinsCrisp Public Strategies is now operating as two different companies.

CRISP Communications, LLC, with an office in Huntsville, Alabama, respectfully requests that resolution # 13-210 for consulting services for communications, media, advertising and design for the Huntsville Bicycle/Pedestrian Safety effort be assigned from AkinsCrisp to CRISP Communications.

The team that has worked on this City of Huntsville initiative under AkinsCrisp is now employed by CRISP Communications, LLC and has continued to work seamlessly with the City and the Bicycle Advisory Safety Commission on this important effort.

CRISP Communications, LLC is operating under taxpayer ID: 43751 with Alabama Secretary of State Entity ID: 277-477 and the City of Huntsville License #193111.

Thank you for your consideration and please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Erin Koshut". The signature is written in a cursive, flowing style.

Erin Koshut
Vice President for Client Services
CRISP Communications, LLC