AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Assignment with Consent; NGS American, In

Action Requested: County Manager Signature

Parties to the Agreement: NGS American, Inc. and CoreSource, Inc.

Term Begins: 01/01/2016 **Term Ends:** **Grant Contract #:**

Summary:

This contract assignment requires the County's consent acknowledging the currently enforced contract with NGS American, Inc. is now assigned to CoreSource, Inc. For the past year CoreSource has gone by NGS CoreSource and the NGS has been dropped from their name effective 1/1/2016.

Fiscal Impact:

Submitted by: Cheryl Seling **Submitter's Email Address:** cseling@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/14/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 4/8/16

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 4/14/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/15/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/19/2016

Revised April 2015

CONTRACT ASSIGNMENT WITH CONSENT

THIS CONTRACT ASSIGNMENT ("**Assignment**") between NGS American, Inc. ("**Assignor**") and CoreSource, Inc. ("**Assignee**") is effective January 1, 2016 (the "**Effective Date**"). Each of Assignor and Assignee are referred to in this Assignment as a "party" and collectively as the "parties".

WHEREAS, Assignor has entered into a client agreement ("Contract") to provide third party administrative services, and Assignor wants to assign such Contract to Assignee;

WHEREAS, Assignee wants to accept assignment of such Contract from Assignor;

NOW THEREFORE, in consideration of the mutual promises and the provisions set forth in this Assignment, the parties agree as follows:

1. Assignor assigns, sells, conveys, and transfers all of Assignor's interest to Assignee in the Contract described as follows:

   A. Agreement for Plan Supervisor by and between Gunnison County and NGS American, Inc., effective as of 1/1/2003 as modified by that certain amendments dated January 1, 2006, January 1, 2008, January 1, 2009, January 1, 2010, January 1, 2012, January 1, 2013, between Plan Sponsor and Assignor.

2. Assignor warrants and represents the following:

   A. The Contract is in full force and effect and is fully assignable.
   B. The Contracts are without modification, or have been modified only as noted in Section 1 above, and remain in full force and effect.
   C. Assignor has full right and authority to transfer the Contract and the rights herein transferred are free of lien, encumbrance or adverse claim.

3. Assignee accepts such assignment of the Contract.

4. Subject to the Administration Agreement, effective January 1, 2016 executed between the parties, Assignee hereby assumes and agrees to perform all the remaining and executory obligations of Assignor under the Contract and agrees to indemnify and hold Assignor, its officers, directors and employees harmless from any and all claims, actions, judgements, liabilities, costs and demands, including reasonable attorneys' fees and other costs, arising from Assignee's performance and non-performance under the Contract as of the Effective Date.

5. Subject to the Administration Agreement, effective January 1, 2016 executed between the parties, Assignor agrees to indemnify and hold Assignee, its officers, directors and employees harmless from any and all claims, actions, judgements, liabilities, costs and demands, including reasonable attorneys' fees and other costs, arising from Assignor's performance and non-performance under the Contract prior to the Effective Date.

6. Assignee shall be entitled to all monies remaining to be paid under the Contract, which rights are also assigned hereunder.

7. This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

8. This Assignment is governed by the laws of Illinois, without regard to conflict of law provisions and both parties agree to the exclusive jurisdiction of Illinois courts.

9. This Assignment may not be amended without the express written consent of both parties.

10. The entire agreement between the parties concerning the subject matter hereof is incorporated into this document; this Assignment supersedes all previous agreements whether oral or written between the parties concerning the subject matter hereof.

11. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single assignment.

12. Nothing express or implied in this Assignment is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

13. Both parties shall comply with all applicable state and federal laws, regulations, rulings and judicial and administrative orders.

IN WITNESS WHEREOF, the parties have executed this Assignment by their respective duly authorized officers as of the date first set forth above.

	NGS AMERICAN, INC. ("Assignor")		CORESOURCE, INC. ("Assignee")
By:	Kimberly A Fiori	By:	Nancy Eckrich
Name:	Kimberly A. Fiori	Name:	Nancy Eckrich
Title:	President	Title:	President & CEO

CONSENT

The undersigned, acknowledges consent to this Assignment and affirms that no modification of the Contract is made or intended, except that Assignee is substituted for Assignor as of the Effective Date. The undersigned agrees that all representations, warranties, indemnitees and agreements made by the undersigned in the Contract shall inure to benefit of Assignee instead of Assignor, and Assignee shall have and be entitled to exercise all rights of Assignor thereunder.

Gunnison County

By:

Name:

Title: