

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**by and between**

**TR & ASSOCIATES, INC. (“Assignor”)**

**And**

**TFR MEDICAL SERVICES, INC. (“ASSIGNEE”)**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of 8/1/2013 2013 (the "Assignment Effective Date"), by and between TR & ASSOCIATES, INC. ("Assignor"), and TFR MEDICAL SERVICES, INC. ("Assignee").

### RECITALS

A. COUNTY OF MONTEREY ("County") and Assignor, TR & Associates, Inc., entered into a Professional Services Agreement effective as of July 1, 2009. County and Assignor entered into Amendment #1 to the Agreement on June 9, 2010. County and Assignor entered into Amendment #2 to the Agreement on July 1, 2012 with a term of July 1, 2009 to June 30, 2014. Hereinafter the original Professional Services Agreement and Amendments #1 and #2 shall be referred to as the "Agreement."

B. Assignor now wishes to assign to Assignee, TFR Medical Services, Inc. ("Assignee"), all of its rights, title and interest in and to, and all of its obligations under, the Agreement, to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
2. Assumption. Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Third Party Beneficiaries. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.
5. Indemnification. TFR Medical Services, Inc. hereby assumes and undertakes the indemnification obligations set forth in the parties' agreement. \_\_\_\_\_

6. Insurance. TFR Medical Services, Inc. agrees to assume the insurance requirements set forth in the Agreement; and it will provide the County with a letter evidencing the required insurance(s).

7. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(iii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iv) Governing Law. This Assignment shall be construed under the laws of the State of California.

(v) Amendments. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of \_\_\_\_\_, 2013.

ASSIGNOR: TR & ASSOCIATES, INC.

*Willfred R. Bullick*  
By: *Sammy Denton*  
Its:  
Tax ID#: 20-4899399

ASSIGNEE: TFR MEDICAL ASSOCIATES, INC.

*Willfred R. Bullick*  
By: *Sammy Denton*  
Its:  
Tax ID#: 46-2625694

**ACKNOWLEDGEMENT AND CONSENT**

COUNTY OF MONTEREY hereby consents to the foregoing assignment and assumption.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_ *RB*  
Ray Bullick, Director of Health

Date: \_\_\_\_\_

Approved as to Fiscal Provisions:

By: \_\_\_\_\_  
Mike Derr, Contracts /Purchasing Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
CHARLES J. MCKEE, County Counsel

By: \_\_\_\_\_ *Stacy Saetta*  
Stacy Saetta, Deputy County Counsel

Date: 9/18/13

Reviewed as to fiscal provisions  
\_\_\_\_\_  
Auditor-Controller  
County of Monterey *9-25-13*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of Aug 31, 2013.

ASSIGNOR: TR & ASSOCIATES, INC.

W. J. [Signature] Sammy Dea Luis  
By:  
Its:  
Tax ID#: 20-4899399

ASSIGNEE: TFR MEDICAL ASSOCIATES, INC.

W. J. [Signature] Sammy Dea Luis  
By:  
Its:  
Tax ID#: 46-2625694

**ACKNOWLEDGEMENT AND CONSENT**

COUNTY OF MONTEREY hereby consents to the foregoing assignment and assumption.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_ [Signature]  
Ray Bullick, Director of Health

Date: \_\_\_\_\_

Approved as to Fiscal Provisions:  
By: \_\_\_\_\_  
Mike Derr, Contracts /Purchasing Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
CHARLES J. MCKEE, County Counsel

By: [Signature]  
Stacy Saetta, Deputy County Counsel

Date: 9/18/13

Reviewed as to fiscal provisions  
[Signature]  
Auditor-Controller  
County of Monterey 9-25-13



# Commercial Certificate of Insurance



**FARMERS**

Agency . Edna Vilozny  
 Name . 3233 Valencia Ave Ste A4  
 & . Aptos, CA 95003-4127  
 Address . 831-685-8228

Issue Date (MM/DD/YY) 03/21/2013

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 96 Dist. 86 Agent 392

**Companies Providing Coverage:**

Insured . TFR MEDICAL SERVICES  
 Name . dba: TR & ASSOCIATES  
 & . 700 TELFORD DRIVE  
 Address . WATSONVILLE, CA 95076

Company A Truck Insurance Exchange  
 Letter  
 Company B Farmers Insurance Exchange  
 Letter  
 Company C Mid-Century Insurance Company  
 Letter  
 Company D \_\_\_\_\_  
 Letter

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
A	General Liability ✕ Commercial General Liability ✕ - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	605444732	03/08/2013	03/08/2014	General Aggregate Products-Comp/OPS Aggregate \$ 4,000,000 Personal & Advertising Injury Each Occurrence \$ 2,000,000 Fire Damage (Any one fire) \$ 2,000,000 Medical Expense (Any one person) \$ 75,000 \$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos ✕ Non-Owned Autos Garage Liability				Combined Single Limit \$ 2,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$
	Umbrella Liability				Limit \$
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

Description of Operations/Vehicles/Restrictions/Special items:  
 700 TELFORD DRIVE, WATSONVILLE, CA 95076

**Certificate Holder**

Name . COUNTY OF MONTEREY, IT'S  
 . OFFICERS AGENTS AND EMPLOYEEE:  
 & . 559 E ALISAL ST STE 201,  
 Address . SALINAS, CA 93905

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative