



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16797

Authorize the Contracts/Purchasing Officer to execute the Acknowledgement and Consent to the Assignment of County Contracts Agreement between Dona Lloyd (Assignor) and Jane's Answering Service LP (Assignee) effective February 28, 2024 for Agreement #5010-305.

PASSED AND ADOPTED on this 16th day of April 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Askew

NOES: None

ABSENT: Supervisor Adams

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 16, 2024.

Dated: April 24, 2024

File ID: A 24-151

Agenda Item No.: 36

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A blue ink signature of "Emmanuel H. Santos" in cursive script, with a blue line underneath the name.

Emmanuel H. Santos, Deputy

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

Dona Lloyd (“Assignor”)

and

Jane's Answering Service, LP a California Limited Partnership (“Assignee”)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of February 28, 2024 (the “**Assignment Effective Date**”), by and between Dona Lloyd (“**Assignor**”), and Jane’s Answering Service, LP [a California limited partnership] (“**Assignee**”).

RECITALS

A. COUNTY OF MONTEREY (“**County**”) on behalf of the Department of Social Services and Assignor entered into an Agreement for **\$24,250 (twenty-four thousand, two hundred fifty dollars)** for after hours coverage for calls for the Child Protective Services and Adult Protective Services phone lines, effective as of **July 1, 2023** (the “**Agreement**”).

B. Assignor now wishes to assign to Assignee all of its right, 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 February 28, 2024 (“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. **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 the date and year of the person who signs last, of the fully executed document.

ASSIGNOR: Donna Lloyd

DocuSigned by:

Donna Lloyd

E167CA1E64BB4CE...

By:

Its:

Tax ID# 94-1524057

3/15/2024 | 11:05 AM PDT

ASSIGNEE: Jane's Answering Service, LP, A California Limited Partnership, It's General Partner

DocuSigned by:

Tamsen Forrest

3/15/2024 | 10:54 AM PDT

B969EA04B963431...

By:

Its:

Tax ID# 99-1336744

ACKNOWLEDGEMENT AND CONSENT

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

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson

4/24/2024 | 2:20 PM PDT

By: _____
7B741937AA0D41B...
Contracts /Purchasing Officer

DocuSigned by:

Patricia Ruiz

4/1/2024 | 7:09 AM PDT

By: _____
E79EF64E57454F6...
Auditor/Controller

APPROVED AS TO LEGAL FORM:
SUSAN K. BLITCH, Acting County Counsel

DocuSigned by:

AB

3/29/2024 | 9:05 AM PDT

By: _____
07025F9AA36B4A4...
Anne Brereton, Deputy County Counsel