

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT ("ASSIGNMENT") is made and entered into this 4th day of August, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), VALLEY PETROLEUM & LIFT, INC., a California corporation, whose address is 1640 W. Shaw Ave Ste 106, Fresno, CA 93711 ("ASSIGNOR"), and CENTRAL CAL SERVICES, INC., a California corporation, whose address is 340 W. Fallbrook Ave Suite 103, Fresno, CA 93711 ("ASSIGNEE").

WITNESSETH:

WHEREAS, COUNTY and Rumex Construction Corporation (Original Contractor) entered into Agreement No. 16-154, dated April 12, 2016 ("Agreement") pursuant to which Original Contractor agreed to provide fuel site repair, maintenance, and inspection services;

WHEREAS, on August 1, 2016, Original Contractor was purchased by ASSIGNOR, although this Agreement was not assigned at that time, and ASSIGNOR has been performing all obligations of Original Contractor;

WHEREAS, ASSIGNEE has now merged with ASSIGNOR, and would like to assume all obligations and privileges of this Agreement;

WHEREAS, SECTION 8 – NON-ASSIGNMENT of the Agreement provides for the assignment of the Agreement with the written consent of both Parties;

WHEREAS, ASSIGNOR wishes to assign, transfer, and delegate all of its rights, benefits, benefits, responsibilities, and obligations under the AGREEMENT to ASSIGNEE; and

WHEREAS, ASSIGNEE represents that it is willing and qualified to accept the assignment, transfer, and delegation of ASSIGNOR'S rights, benefits, responsibilities, and obligations under the AGREEMENT, and to perform faithfully and completely in ASSIGNOR's stead thereunder.

NOW, THEREFORE, the parties agree that the AGREEMENT shall be, and is, transferred and assigned by ASSIGNOR to ASSIGNEE as follows:

1. ASSIGNOR does hereby transfer and assign all of its rights and interest in, and delegates all of ASSIGNOR's obligations and responsibilities under the AGREEMENT, to

1 ASSIGNEE.

2 2. ASSIGNEE hereby accepts from ASSIGNOR such Assignment of the Agreement,
3 and ASSIGNEE agrees, as a direct obligation to COUNTY, without qualification or reservation of
4 right, to perform each and every one of ASSIGNOR'S obligations and responsibilities under the
5 AGREEMENT, and to adhere to all terms of the Agreement as though ASSIGNEE were the
6 signatory party of said Agreement, in lieu of ASSIGNOR. As such, ASSIGNEE agrees that its
7 liability under the Agreement shall include liability accruing as a result of ASSIGNOR's, as well as
8 ASSIGNEE's, performance or failure to perform its obligations under the Agreement.

9 3. COUNTY hereby agrees to this ASSIGNMENT of the Agreement.

10 4. Each person executing this ASSIGNMENT in a representative capacity hereby
11 warrants and represents to the other parties that he or she is authorized to do so, and that his or
12 her signature shall be binding on that party.

13 5. ASSIGNEE agrees to each and every term and condition of the AGREEMENT.

14 6. Section 12 – NOTICES of the Agreement shall be amended to read:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Internal Services Department	Central Cal Services, Inc.
Director of Internal Services/CIO	340 W. Fallbrook Ave Suite 103
333 W. Pontiac Way	Fresno, CA 93711
Clovis, CA 93612	

19 7. ASSIGNEE and ASSIGNOR hereby represent that all prior payments until the
20 Effective Date of this Assignment have been paid to the correct party, and that no further payments
21 are owed by COUNTY to ASSIGNOR or to the Original Contractor.
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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3 **ASSIGNOR**

COUNTY OF FRESNO

4 *Deanna Davis, president*
5 Name, Title

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

6 Valley Petroleum & Lift, Inc.
7 1640 W. Shaw Ave Ste 106
8 Fresno, CA 93711

9 **ATTEST:**
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors
12 County of Fresno, State of California

10 **ASSIGNEE**

11 *Steven Dumin, President*
12 Name, Title

13 By: *[Signature]*
14 Deputy

14 Central Cal Services, Inc.
15 340 W. Fallbrook Ave Suite 103
16 Fresno, CA 93711

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18 FOR ACCOUNTING USE ONLY
19 Fund: 1000
20 Subclass: 10000
21 ORG: 8910
22 Account: 7410
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