

**ASSIGNMENT OF AGREEMENT**

THIS ASSIGNMENT OF AGREEMENT No. 13-693 ("ASSIGNMENT") is made and entered into this 7th day of August, 2018, by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY", LOSS PROTECTION AND INVESTIGATIONS, INC., a California corporation, whose address is 2882 E. Annadale, Fresno, CA 93706, hereinafter referred to as "ASSIGNOR", and IRON MOUNTAIN SECURE SHREDDING, INC., a California corporation, whose address is One Federal Street, Boston, MA 02110, hereinafter referred to as "ASSIGNEE".

**WITNESSETH:**

WHEREAS, COUNTY and ASSIGNOR entered into Agreement No. 13-693, dated November 13, 2013 ("AGREEMENT") pursuant to which ASSIGNOR agreed to provide all labor, material, equipment, taxes, incidentals, and etc. to provide on-site and off-site shredding services for confidential documents; and

WHEREAS, SECTION 8 – NON ASSIGNMENT of the AGREEMENT provides for the assignment thereof with the written consent of the Parties thereto; and

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 s/he 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, interest, obligations, and responsibilities under the AGREEMENT to ASSIGNEE.

2. ASSIGNEE does hereby accept from ASSIGNOR the Assignment of the AGREEMENT and ASSIGNEE agrees, without qualification or reservation of right, to perform each and every one of ASSIGNOR'S obligations and responsibilities under the AGREEMENT and

1 adhere to all terms of the AGREEMENT, as though ASSIGNEE were the signatory party of said  
2 Agreement in lieu of ASSIGNOR.

3         3.       ASSIGNEE'S liability under the AGREEMENT, and under this ASSIGNMENT  
4 thereof, shall include any and all liability that ASSIGNOR has to the COUNTY under the  
5 AGREEMENT, whether known as of the date hereof or subsequently discovered and henceforth all  
6 such liability shall ASSIGNEE accept.

7         4.       This ASSIGNMENT shall be retroactive to May 1, 2018, the date that ASSIGNOR  
8 was purchased by ASSIGNEE.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

ASSIGNOR

COUNTY OF FRESNO

*John M. Mesrobian*

*Sal Quintero*

John Mesrobian, President

Sal Quintero, Chairperson of the Board of  
Supervisors of the County of Fresno

*Barbara Mesrobian*

Barbara Mesrobian, Secretary

Loss Protection and Investigations, Inc.  
2882 E. Annadale  
Fresno, CA 93706

ATTEST:

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

ASSIGNEE

By: *Rose Cough*  
Deputy

*Jeff Enck*

Jeff Enck, Vice President

*Todd Koopersmith*

Todd Koopersmith, CFO

Iron Mountain Secure Shredding, Inc.  
One Federal Street  
Boston, MA 02110

FOR ACCOUNTING USE ONLY:

ISD - Purchasing  
ORG No.: 8905  
Account No.: 7295  
Fund: 0001  
Subclass: 10000