

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT ("ASSIGNMENT") is made and entered into this 12th day of May, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), THE PRESORT CENTER OF FRESNO, LLC, a Delaware corporation, whose address is 496 S. Uruapan Way, Dinuba, CA 93618 ("ASSIGNOR"), and PRE-SORT CENTER OF STOCKTON, INC., dba PACWEST DIRECT, a California corporation, whose address is 496 S. Uruapan Way, Dinuba, CA 93618 ("ASSIGNEE").

WITNESSETH:

WHEREAS, COUNTY and ASSIGNOR entered into Agreement No. 17-382, dated July 11, 2017 ("AGREEMENT"), pursuant to which ASSIGNOR agreed to provide insert, presort, and mailing services; and

WHEREAS, SECTION 9 – NON ASSIGNMENT of the AGREEMENT provides for the assignment of the Agreement with the written consent of both Parties; and

WHEREAS, ASSIGNOR wishes to assign, transfer, and delegate all of its rights, 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, including any unspent balance of the Advance Postage Deposit previously paid by COUNTY to ASSIGNOR, to ASSIGNEE.

2. ASSIGNEE hereby accepts from ASSIGNOR such Assignment of the AGREEMENT, and ASSIGNEE agrees, as a direct obligation to COUNTY, without qualification or

1 reservation of right, to perform each and every one of ASSIGNOR'S obligations and responsibilities
2 under the AGREEMENT, and to adhere to all terms of the AGREEMENT as though ASSIGNEE
3 were the signatory party of said AGREEMENT, in lieu of ASSIGNOR. As such, ASSIGNEE agrees
4 that its liability under the AGREEMENT shall include liability accruing as a result of ASSIGNOR's,
5 as well as ASSIGNEE's, performance or failure to perform its obligations under the AGREEMENT.

6 3. COUNTY hereby agrees to this ASSIGNMENT of the AGREEMENT.

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

10 5. This ASSIGNMENT shall be retroactive to August 13, 2019, the date that
11 ASSIGNOR merged with ASSIGNEE.

12 6. ASSIGNEE agrees to each and every term and condition of the AGREEMENT.

13 7. Section 13, "Notices" of the AGREEMENT shall be amended to read:

14
15 COUNTY

Internal Services Department
Director of Internal Services/CIO
333 W. Pontiac Way
Clovis, CA 93612

CONTRACTOR

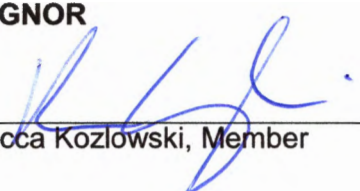
Pre-Sort Center of Stockton, Inc.,
dba PacWest Direct
Attn: CEO
496 S. Uruapan Way
Dinuba, CA 93618

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19 8. ASSIGNEE and ASSIGNOR hereby represent that any prior payments, including
20 any Advance Postage Payments paid by COUNTY, from August 13, 2019 until the execution of
21 this Assignment have been paid to the correct party, and that no further payments are owed by
22 COUNTY to ASSIGNOR.

23 9. ASSIGNEE and ASSIGNOR hereby covenant that any unused balance of the
24 Advanced Postage Payments, previously paid by COUNTY to ASSIGNOR as described in Section
25 5., "Compensation," Subsection B, "Advance Postage Payments for 9x12 Flats," shall be
26 transferred to ASSIGNEE, to pay for the mailing of COUNTY mail pursuant to the terms of the
27 AGREEMENT.
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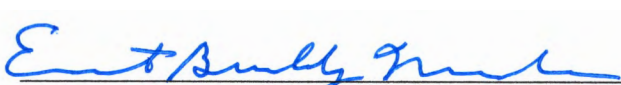
1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2
3 **ASSIGNOR**


4 
5 _____
6 Rebecca Kozlowski, Member

7 The Presort Center of Fresno LLC
8 496 S. Uruapan Way
9 Dinuba, CA 93618

COUNTY OF FRESNO

10 
11 _____
12 Ernest Buddy Mendes, Chairman of the Board of
13 Supervisors of the County of Fresno

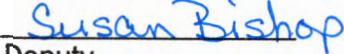
14 **ASSIGNEE**

15 
16 _____
17 Rebecca Kozlowski, President

18 
19 _____
20 Chris Stallings, CEO

21 Pre-Sort Center of Stockton dba PacWest
22 Direct
23 496 S. Uruapan Way
24 Dinuba, CA 93618

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

By: 
Deputy

25 **FOR ACCOUNTING USE ONLY:**

26 ISD
27 ORG No.: 8905
28 Account No.: 7295
Fund: 1020
Subclass: 10000