

AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 24-045, INCLUDING AN ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT, BY AND AMONG UKIAH CAR CENTER, LLC AND COUNTY OF MENDOCINO ASSIGNING AGREEMENT TO JACINTO WALTERS AUTOMOTIVE LLC DBA JACINTO AUTOMOTIVE

This Amendment to Agreement No. 24-045 ("Amendment and Assignment"), is entered into by and among Ukiah Car Center, LLC ("Assignor"), Jacinto Walters Automotive LLC DBA Jacinto Automotive ("Assignee"), and the COUNTY OF MENDOCINO, a political subdivision of the State of California ("County").

WHEREAS, Agreement No. 24-045 (the "Agreement") was entered into on April 9, 2024 between the Assignor and the County; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated May 1, 2024 (the "Purchase Agreement"), which provides for the purchase by Assignee of specified assets of Assignor, including the Agreement between Assignor and County; and

WHEREAS, in connection with the closing of transactions contemplated by the Asset Purchase Agreement, Assignor wishes to assign the Agreement to Assignee; and

WHEREAS, Assignor desires to assign the Agreement and Assignee desires to assume the Agreement, on the terms and conditions set forth in the Asset Purchase Agreement and herein; and

WHEREAS, the Agreement provides that it is non-transferable unless all of the following conditions are met:

1. The Assignor (the "Contractor" in the Agreement) shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. Assignor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Assignor and its subcontractors.

WHEREAS, the Agreement generally provides that it cannot be assigned by the Assignor without the prior written consent of the County; and

WHEREAS, the County finds that its best interest will be served by assignment of the Agreement from Assignor to Assignee, that service levels will not decline or rates increase, and consents to the assignment of the Agreement under the terms below; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors, Assignor, and Assignee, this document will become part of the aforementioned Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of the County and Assignee to extend the termination date set out in the Agreement, from June 30, 2024 to June 30, 2025; and

WHEREAS, it is the desire of the County and Assignee to increase the total contracted amount set out in the Agreement from \$50,000 to \$200,000.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment and Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor, Assignee and County agree as follows:

1. Effective Date. The Effective Date of this Amendment and Assignment is May 1, 2024.
2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title, and interest in and to the Agreement and all of Assignor's duties and obligations thereunder that will arise on or after the Effective Date of this Amendment and Assignment.
3. Acceptance. Assignee hereby accepts the transfer and conveyance set forth in Paragraph 1 and agrees to perform all of Assignor's duties and obligations under the Agreement that will arise on or after the Effective Date of this Amendment and Assignment.
4. Term. The termination date set out in the Agreement is hereby extended from June 30, 2024 to June 30, 2025.
5. Compensation. The total contracted amount set out in the Agreement is hereby increased from \$50,000 to \$200,000.
6. Assignor Representations and Warranties. Assignor has full power and authority to execute and deliver this Amendment and Assignment, and the other documents to be executed and delivered pursuant to this Amendment and Assignment, and to perform the terms and provisions of this Amendment and Assignment. This Amendment and Assignment and all other documents or instruments executed or delivered, or to be executed and delivered, pursuant to this Amendment and Assignment have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Assignor, and all actions required under the organizational documents and applicable governing law for the authorization, execution, deliver and performance of this Assignment and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Amendment and Assignment, have been duly taken.
7. Assignee Representations and Warranties. As a material inducement to the County's consent to assignment, Assignee provides the following representations and

warranties to the County as of the date Assignee executes this Amendment and Assignment:

- a. Assignee has the financial means, experience, and capabilities to fulfill the requirements and fully perform all obligations that may exist under the Agreement.
 - b. Service levels will not decline for services provided under the Agreement as a result of the Amendment and Assignment and rates will not be changed without other amendments to the Agreement.
 - c. Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the corporate power to own its property and carry on its business as now owned and operated and as may be required by the Agreement.
 - d. Assignee has full corporate power and corporate authority to execute and deliver this Amendment and Assignment, and the other documents to be executed and delivered pursuant to this Amendment and Assignment, and to perform and observe the terms and provisions of the Agreement. This Amendment and Assignment and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Amendment and Assignment have been or will be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Assignee, and all actions required under Assignee's organizational documents and the California Corporations Code for the authorization, execution, delivery and performance of this Amendment and Assignment and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Amendment and Assignment, have been or will be duly taken.
 - e. Assignee will provide Assignor's services under the Agreement and there are no "Sub Grantees" to such agreements.
8. Enforcement. Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and transferees.
9. Insurance Certificates. Assignee has provided insurance certificates and endorsements in accordance with the insurance requirement provisions of the Agreement, which are attached hereto as Exhibit A, and incorporated by this reference.
10. Successor. The County recognizes the Assignee as the Assignor's successor in interest in and to the Agreement. The Assignee by this Amendment and Assignment becomes liable for all responsibilities and entitled to all rights, titles, and interests of the Assignor in and to the Agreement that will arise on or after the Effective Date of this Amendment and Assignment. The County will treat the Assignee as if the Assignee were the original party to the Agreement and the terms "Contractor" and "Grantee," as used in the Agreement, shall refer to the Assignee. The Agreement shall remain in full force and effect, except as modified by this Amendment and Assignment. Each party has executed this Amendment and Assignment as of the Effective Date.
11. The address provided for notices in the Agreement for the Contractor shall be changed to the following:

1170 S. State Street
Ukiah, CA 95482

12. Release and Waiver of County by Assignor. In exchange for the consideration reflected in this Amendment and Assignment, including but not limited to release from its obligations under the Agreement, Assignor, on its own behalf as well as on behalf of its respective corporations, subsidiaries, predecessors, agents, officers, directors, employees, attorneys, representatives and agents, affiliates, policyholders and dbas and any persons acting on its behalf (collectively, "Releasing Parties"), hereby release and discharge the County, the County Board of Supervisors, and the County's agents, officers, employees, attorneys, and representatives (collectively, "Released Parties") from any and all claims, actions, causes of action, rights or obligations, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, whether contingent or liquidated, of every kind, nature and description that Releasing Parties now have or may have against the Released Parties arising from, related to or having any connection with the Agreement or the performance of services thereunder (all of the foregoing collectively, "Claims"), except claims to enforce the terms of this Amendment and Assignment. In furtherance of this intention, Releasing Parties expressly waive any and all rights that might be claimed by reason of fraudulent inducement and any and all rights under Section 1542 of the California Civil Code with respect to the Released Matters, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Assignor acknowledges and agrees that this waiver is an essential and material term of this Amendment and Assignment and without such waiver the Amendment and Assignment would not have been entered into by County or Assignee.

13. Indemnification by Assignee. As of the Effective Date of this Amendment and Assignment, Assignee agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the Released Parties, from all Claims arising out of a breach by Assignee of this Amendment and Assignment. The provisions of this section shall survive the Closing of the Asset Purchase Agreement.
14. Consent. The County consents to this Amendment and Assignment on the terms and conditions set forth herein, finding that the Assignee is able to fully perform all obligations that may and will exist under the Agreement. Assignor and Assignee both acknowledge that the prior written consent of County to this Amendment and Assignment is required under the terms of the Agreement.
15. No Third Party Beneficiaries. Nothing in this Amendment and Assignment, whether express or implied, shall be construed to give any person or entity (other than County and the parties hereto and their respective successors and Assignees) any legal or equitable right, remedy or claim under or in respect of this Amendment and Assignment or any covenants, conditions or provisions contained herein.
16. Severability. If any provision of this Amendment and Assignment or the application of any provision shall be held by a court of competent jurisdiction to be prohibited or

unenforceable in any jurisdiction, such provision shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability. The remaining provisions of this Amendment and Assignment shall otherwise remain in full force and effect and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Entire Agreement; Counterparts. This Amendment and Assignment, along with the Agreement and the Asset Purchase Agreement, contains the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements, whether written or oral, among the parties, with respect to the subject matter hereof. This Amendment and Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same instrument. Facsimile and portable document format (PDF) signatures are acceptable to effect the terms of this Amendment and Assignment.

All other terms and conditions of Agreement No. 24-045 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: GA 1620

Line Item: 862239

Grant: ☐ Yes ☒ No

Grant No.: _____

UKIAH CAR CENTER, LLC

By: Jorge Jacinto
Jorge Jacinto (Jun 10, 2024 10:52 PDT)

Date: 06/10/2024

NAME AND ADDRESS OF ASSIGNOR:

Ukiah Car Center, LLC

1170 S. State St

Ukiah, CA 95482

JACINTO WALTERS AUTOMOTIVE LLC DBA
JACINTO AUTOMOTIVE

By: _____

Date: _____

NAME AND ADDRESS OF ASSIGNEE:

Ukiah Car Center, LLC

1170 S. State St

Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 06/25/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arcap
Deputy 06/25/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arcap
Deputy 06/25/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/10/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa
COUNTY COUNSEL

Date: 06/10/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Tyler
Deputy CEO or Designee

Date: 06/10/2024

Technology Insurance Company, Inc.**A Stock Insurance Company****WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY****WC 99 00 01 E
1 of 5
INFORMATION PAGE**

Ncci Code: 39071

1. Insured:Jacinto Walters Automotive, LLC
DBA: Jacinto Automotive
1170 S State St
Ukiah, CA 95482**Policy Number: TWC4431034**

Other workplaces not shown above:

None

Producer:

Mark Davis Insurance Agency, Inc.
601 Kings Court
Ukiah, CA 95482Individual Partnership
Corporation or X LLC

Federal Tax ID: 921453658

Risk Id:

Renewal of: New

2. The policy period is from 5/1/2024 to 5/1/2025 12:01 a.m. at the insured's mailing address.**3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: California****B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:**

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$1,000,000 each accident	\$1,000,000 policy limit	\$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and State(s) Designated in Item 3.A**D. This policy includes these endorsements and schedules: See Extension of Information Page****4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM**9,681****STATE ASSESSMENT****586****TOTAL ESTIMATED COST****10,267**

Minimum Premium

500

Deposit Premium

1,555

Issue Date: 5/1/2024

Countersigned by: _____

Authorized Representative





Ukiah Car Center Amendment

Final Audit Report

2024-06-10

Created:	2024-06-10
By:	Nadia Tipton (tiptonn@mendocinocounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEzgBLqF1D61JGJvGyLzUDwu0cQYLKsqZ

"Ukiah Car Center Amendment" History

-  Document created by Nadia Tipton (tiptonn@mendocinocounty.org)
2024-06-10 - 4:50:54 PM GMT
-  Document emailed to jjacinto@redwoodford.com for signature
2024-06-10 - 4:51:04 PM GMT
-  Email viewed by jjacinto@redwoodford.com
2024-06-10 - 5:39:02 PM GMT
-  Signer jjacinto@redwoodford.com entered name at signing as Jorge Jacinto
2024-06-10 - 5:53:01 PM GMT
-  Document e-signed by Jorge Jacinto (jjacinto@redwoodford.com)
Signature Date: 2024-06-10 - 5:53:03 PM GMT - Time Source: server
-  Agreement completed.
2024-06-10 - 5:53:03 PM GMT