

**ASSIGNMENT AND ASSUMPTION OF COUNTY
OF MENDOCINO STANDARD SERVICES AGREEMENT**

This Assignment and Assumption of County of Mendocino Standard Services Agreement (the "Agreement") is entered into as of November 6, 2018 (the "Effective Date"), by and between Ukiah Auto Dismantlers, Inc., owned by Wayne Hunt (the "Assignor"), and Ukiah Auto Dismantlers, LLC, a California Limited Liability Company ("Assignee"), and is consented to by the County of Mendocino, a political subdivision of the State of California (the "County").

RECITALS

A. Assignor and the County entered into that certain County of Mendocino Standard Services Agreement, BOS Agreement # 17-036, dated June 6, 2017 (the "County Agreement"). Among other things, the County Agreement sets forth the Assignor's and the County's mutual rights, duties, and obligations regarding special services involving the removal and disposal of abandoned vehicles in Mendocino County.

B. Assignor is selling his business to Assignee, and desires to assign and delegate to Assignee, and Assignee desires to accept and assume from Assignor all of the rights, duties and obligations under the County Agreement.

C. Under Section 28 of the General Conditions of the County Agreement, Assignor may only assign the County Agreement to the Assignee with the prior written consent of the County.

WITH REFERENCE TO THE FACTS RECITED ABOVE, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee, and the County (each a "Party", and collectively the "Parties") agree as follows:

Section 1. Assignment and Assumption.

As of the Effective Date:

a. Assignor hereby assigns and delegates to Assignee, and Assignee accepts and assumes from Assignor, all of Assignor's rights, duties and obligations under the County Agreement as the CONTRACTOR, as defined in the County Agreement, which is attached hereto;

b. As between Assignor and Assignee, Assignee shall be responsible to perform all obligations under and in connection with the County Agreement; and

c. All references in the County Agreement to the Assignor shall be deemed to be references to the Assignee.

d. The Assignor shall have no right to perform work on the County Agreement and shall have no right to collect payment for any work performed pursuant to the

County Agreement for work performed after the Effective Date.

Section 2. Consent of the County.

The County hereby consents to the assignment by the Assignor, and assumption by the Assignee, of the Assignor's rights, duties, and obligations under the County Agreement, and hereby releases the Assignor from the rights, duties, and obligations set forth in the County Agreement arising after the Effective Date; provided, however, nothing in this Agreement shall be deemed to waive, limit, or impair any rights, duties, and obligations of the Assignor that existed prior to the Effective Date.

Section 3. Representations.

e. The Assignor represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the County Agreement.

f. The Assignor and the Assignee each represents and warrants that it is duly formed, validly existing, and in good standing under the laws of the State of California, and has the power and authority to execute this Agreement and perform its respective obligations under this Agreement.

g. The Assignee represents and warrants that:

- i. Assignee meets all the requirements to contract with the County and to receive the money pursuant to this Assignment and Assumption of the Agreement;
- ii. Assignee has the capacity to fully perform on the County Agreement;
- iii. That the signatory for the Assignee, below, is authorized to sign on behalf of the Assignee, and to bind the same to this Agreement, and further, that such signature below executes this Agreement on behalf of the Assignee; and
- iv. Assignee has obtained a valid County business license;
- v. Assignee has obtained all necessary licensing requirements for perform on the County Agreement;
- vi. Assignee has obtained all necessary insurance as required by the County Agreement.

Section 4. Notice.

a. For the purpose of giving notice, the CONTRACTOR's address shall now be the Assignee's address as follows:

Ukiah Auto Dismantlers, LLC
P.O. Box 2950
Ukiah, CA 95482
Attn: Ryan Mayfield

b. For the purpose of giving notice, the COUNTY's address is now changed as follows: The line reading "Attn: Nash Gonzalez" shall be deleted and replaced with "Attn: Director."

Section 5. Headings.

Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Section 6. Severability.

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

Section 7. Choice of Law and Venue.

This Agreement and any dispute between the parties arising therefrom shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws. All lawsuits arising from this Agreement must be filed in Mendocino County Superior Court, Mendocino County, California.

Section 8. Modification of this Agreement.

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of all Parties.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

UKIAH AUTO DISMANTLERS, INC.

By: Wayne Hunt
Wayne Hunt, Owner

ASSIGNEE:

UKIAH AUTO DISMANTLERS, LLC, a
California limited liability company

By: Ryan Mayfield
Ryan Mayfield, Member

COUNTY:

COUNTY OF MENDOCINO, a political subdivision of the State of California,

By: Georgeanne Croskey
Dan Hamburg, Chair
Board of Supervisors
NOV 07 2018

ATTEST:

Carmel J. Angelo, Clerk of said Board

By: Karla Van Hagen
Deputy
NOV 07 2018

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

Carmel J. Angelo, Clerk of said Board

By: Karla Van Hagen
Deputy
NOV 07 2018

APPROVED AS TO FORM:

Katharine L. Elliott, County Counsel,

By: Michael J. Makshii
Deputy

DEPARTMENT FISCAL REVIEW:

By: Brent Schultz
Brent Schultz,
Director of Planning and Building

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW: Approval Recommended

By: [Signature]
Deputy CEO