

Standard Form L-12
Revised 2019

**(DOES NOT RELEASE ASSIGNOR)
(Purchase of Services - Long Form)**

Fund/Org# 100300/4500
Account # 2310
Other # Activity 6A0214

1. **Identification of Contract to Be Assigned.**

Number: F4720200
Effective Date: September 30, 2021
Department: Public Works
Subject: On-Call Electronic Content Management Services

In accordance with Paragraph 13. (Subcontract and Assignment) of the General Conditions, effective May 1, 2025, Contract #F4720200 shall be assigned as set forth below. Said assignment shall **NOT** release ECS Imaging, Inc. from its obligations and liabilities under the contract.

2. **Assignor's Obligations.** For valuable consideration, receipt of which is hereby acknowledged, ECS Imaging, Inc. of 5905 Brockton Ave. Suite C, Riverside, CA 92506 hereby assigns to MCCi LLC of 3717 Apalachee Pkwy #201, Tallahassee, FL 32311 all its rights under Contract #F4720200 effective on May 1, 2025 between ECS Imaging, Inc and Contra Costa County.

ASSIGNOR

Name of business entity: ECS Imaging, Inc.	Name of business entity: ECS Imaging, Inc.
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable)
DATE:	DATE:

3. **Assignee's Obligations.** Assignee hereby agrees to accept all contract rights and obligations and to carry out the work set forth in Contract # F4803700. These signatures attest the Assignee's agreement hereto:

ASSIGNEE

Name of business entity: MCCi LLC	Name of business entity: MCCi LLC
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable)
DATE:	DATE:

Approved: County Administrator

By _____
Designee (Signature)

(Print name)

Note to Contractor: For corporations (for profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the chairman of the board, president or vice-president; and Signature B must be that of the secretary, assistant secretary, chief fiscal officer or assistant treasurer (Civil Code § 1190 and Corporation Code § 313). This Assignment is not effective until approved by County in writing. All signatures must be acknowledged as set forth in Form L-2.

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ASSIGNMENT, ASSUMPTION OF CONTRACT AND CONSENT AND AMENDMENT

This Assignment and Assumption of Contract and Consent and Amendment (this “Assignment and Consent”), is entered into as of May 1, 2025 (the “Effective Date”), by and between ECS Imaging Inc., a California Corporation, (“Assignor”), and MCCi, LLC, a Florida Limited Liability Company (“Assignee”).

RECITALS

- A. Assignor and Contra Costa County, a political subdivision of the State of California (“County”), entered into that certain Contractual Agreement dated September 30, 2021 (the “Contract”), between Assignor and County for Assignor to provide On-Call Electronic Content Management Services to County and County to make payment therefor, and,
- B. Pursuant to the Contract, Assignor performs On-Call Electronic Content Management Services and,
- C. Assignor and Assignee joined forces and now together operate under the Assignee’s legal entity, on and after May 1, 2025
- D. Assignor and Assignee desire that Assignee assume the contractor obligations under the Contract, and,
- E. County desires to consent to Assignor’s assignment of its rights and obligations under the Contract to Assignee, and to Assignee’s assumption of Assignor’s rights and obligations under the Agreement, and to agree to Assignee becoming its counterparty under the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- A. Assignment of Agreement. As of the Effective Date, Assignor hereby transfers, assigns and conveys all of Assignor's right, title and interest in, to and under the Agreement to Assignee.
- B. Assumption of Agreement.
 - 1. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Consultant (as defined in the Agreement) accruing on and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Consultant contained therein.
 - 2. References in Agreement. Assignee hereby agrees that all references in the Agreement to “Agency” shall be deemed references to Assignee.

ASSIGNMENT, ASSUMPTION OF CONTRACT AND CONSENT AND AMENDMENT

3. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a complete executed copy of the Agreement.
- C. Insurance; Further Assurances. Assignee will provide County with evidence of insurance as required by the Agreement. Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.
- D. Conditions Precedent. The effectiveness of this Assignment and Consent is conditioned upon Assignee's satisfaction of the insurance requirements of Section 4 of this Assignment and Consent.
- E. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:
- MCCi LLC
Attention: Legal Department
3717 Apalachee Pkwy #201
Tallahassee, FL 32311
- F. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- G. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
- H. Governing Law. This Assignment and Consent and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of California with venue in the Superior Court of the County of Contra Costa, California.
- I. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.