

**AGREEMENT FOR ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES UNDER
AGREEMENT NO. A-25-026**

This Agreement for Assignment of Rights and Delegation of Duties (“Assignment”) is dated September 23, 2025 and is between ECS Imaging, Inc., a California corporation (“Assignor”), MCCI LLC, a Florida corporation (“Assignee” or “Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

- A. The County and the Assignor entered into County Agreement No. A-25-026, dated January 28, 2025 (“Agreement”), for the Assignor to provide software licenses, maintenance, and support for Laserfiche Document Management Systems.
- B. The Assignor informed the County in writing, with a letter dated May 1, 2025, that it has merged with the Assignee and now together operate under the Assignee’s legal entity.
- C. Section 14.3 of the Agreement allows for the assignment of the Agreement with the written consent of both parties. The Assignor wishes to assign, transfer, and delegate all of its rights, benefits, responsibilities, and obligations under the Agreement to the Assignee.
- D. The Assignee represents that it is willing and qualified to accept the assignment of rights and delegation of obligations of the Assignor under the Agreement and agrees to each term and condition of the Agreement.
- E. The Assignor represents that it does not have any claims against the County, including claims for payments.
- F. The County and the Assignor now desire to assign the Agreement to the Assignee.

Assignment

1. The Assignor hereby assigns to the Assignee all of the Assignor's rights and interests in and to the Agreement; and further delegates to the Assignee all of the Assignor's duties, obligations of performance, and liabilities under the Agreement.

Acceptance

2. The Assignee hereby accepts from the Assignor such assignment of the Agreement, and

1 3. The Assignee agrees, as a direct obligation to the County and without qualification or
2 reservation of rights, to perform each and every one of the Assignor's obligations and
3 responsibilities under the Agreement as though the Assignee was the signatory party to the
4 Agreement in lieu of the Assignor. As such, the Assignee agrees that its liability under the
5 Agreement shall include liability accruing as a result of the Assignor's, as well as Assignee's,
6 performance or failure to perform its obligations under the Agreement. By its acceptance of said
7 obligations of the Assignor under the Agreement, the Assignee further agrees to hold the
8 Assignor harmless from any liability for performance or nonperformance of such obligations,
9 from and after the effective date of this assignment throughout the remaining term of the
10 Agreement.

11 4. The Assignee represents to the County that the Assignee's agent for service of process
12 is in California, and that such agent's address for receiving such service of process in California,
13 which information the Contractor shall maintain with the office of the California Secretary of
14 State, is as follows:

1505 Corporation
CSC – Lawyers Incorporating Services
2710 Gateway Oaks Drive
Sacramento, CA 95833

17 The Assignee further represents to the County that if the Assignee changes its agent for
18 service of process in California, or the Assignee's agent for service of process in California
19 changes its address for receiving such service of process in California, which changed
20 information the Assignee shall maintain with the office of the California Secretary of State, the
21 Assignee shall give the County written notice thereof within five calendar days thereof pursuant
22 to Article 5 of Agreement No. A-25-026.

Authorization

24
25 5. Each person executing this Assignment in a representative capacity hereby warrants
26 and represents that he or she is authorized to do so and that his or her signature shall be
binding on that party.

27
28 6. The parties agree that this Assignment may be executed by electronic signature as
provided in this section. An “electronic signature” means any symbol or process intended by an

1 individual signing this Assignment to represent their signature, including but not limited to (1) a
2 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
3 scanned and transmitted (for example by PDF document) of a handwritten signature. Each
4 electronic signature affixed or attached to this Assignment is deemed equivalent to a valid
5 original handwritten signature of the person signing this Assignment for all purposes, including
6 but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the
7 same force and effect as the valid original handwritten signature of that person. The provisions
8 of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the
9 Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with
10 section 1633.1). Each party using a digital signature represents that it has undertaken and
11 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
12 through (5), and agrees that each other party may rely upon that representation. This
13 Assignment is not conditioned upon the parties conducting the transactions under it by
14 electronic means and either party may sign this Assignment with an original handwritten
15 signature.

16 7. The parties agree that this Assignment is sufficient to assign the Agreement, and that
17 upon execution of this Assignment, the Agreement, and this Assignment, together shall be
18 considered the Agreement.

19 8. The Assignment and Agreement shall be effective retroactively to May 1, 2025. All
20 provisions, terms, covenants, conditions, and promises contained in the Agreement and not
21 amended shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Assignment on the date stated in the introductory clause.

2 ASSIGNOR

3 *Debbi Bodewin*

4 Debbi Bodewin (Aug 22, 2025 09:23:06 PDT)

5 Debbi Bodewin, Chief Consulting Officer

6 5905 Brockton Avenue, Ste. C
Riverside, CA 92506

7 ASSIGNEE

8 *Victor D'Aurio*

9 Victor D'Aurio (Aug 26, 2025 12:18:38 EDT)

10 Victor D'Aurio, Chief Operating Officer

11 3717 Apalachee Pkwy #201
Tallahassee, FL 323111

12 COUNTY OF FRESNO

13 *Ernest Buddy Mendes*

14 Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

15 Attest:

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

18 By: *Hanam*
19 Deputy

20 For accounting use only:

21 Org No.: 8905
22 Account No.: 7309/7311
23 Fund No.: 1020
24 Subclass No.: 10000