

AMENDMENT II TO AGREEMENT NO. 18-367

THIS AMENDMENT, hereinafter referred to as "Amendment II", is made and entered into this 18th day of July, 2023, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and J. MELTON & ASSOCIATES, a General Partnership, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-367, effective July 10, 2018, Agreement No. 23-078 (Amendment I) effective February 28, 2023, hereinafter referred to together as the "Agreement," wherein CONTRACTOR agreed to provide Certification Review Hearing Officers to perform certification review hearings at various psychiatric hospitals/acute psychiatric programs in the County of Fresno for adults, adolescents and children in order to comply with the Lanterman-Petris-Short Act as set forth in the State of California Welfare and Institutions Code (W&I Code); and

WHEREAS, Assembly Bill 2275 made significant changes to W&I Code, Sections 5150, 5151, 5256, 5275, 5350, 5354, and 5585.20, requiring certification review hearings and due process for individuals placed on an involuntarily hold within seven (7) days of the date the person was initially detained pursuant to W&I Code section 5150; and

WHEREAS, an amendment is necessary because the actual number of certification review hearings due to Assembly Bill 2275 was higher than the COUNTY predicted. The parties agreed to increase the FY 2022-23 annual maximum compensation by \$20,000.00 to cover costs for exceeding the predicted amount of certification review hearings due to Assembly Bill 2275.

WHEREAS, the parties desire to amend the Agreement as stated below.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. That Agreement No. 23-078, Section Eight (8), Page Four (4), Line Twenty Five (25) through Page Five (5), Line Seven (7), beginning with the word "The" and ending with the word "CONTRACTOR" be deleted and the following inserted in its place:

1 “The maximum amount payable to CONTRACTOR for the period of July 1, 2022
2 through June 30, 2023 shall not exceed Two Hundred Twelve Thousand One Hundred Twenty
3 Nine and No/100 Dollars (\$212,129.00).

4 The maximum amount payable to CONTRACTOR for the period of July 1, 2023
5 through June 30, 2024 shall not exceed Three Hundred Thirty One Thousand Two Hundred and
6 No/100 Dollars (\$331,200.00).

7 In no event shall the maximum contract amount for all the services provided by
8 the CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess
9 of One Million One Hundred Three Thousand Three Hundred Twenty Nine No/100 Dollars
10 (\$1,103,329.00) during the total Six (6) year term of the Agreement. It is understood that all
11 expenses incidental to CONTRACTOR’s performance of services under this Agreement shall be
12 borne by CONTRACTOR.”

13 2. The Section titled “CONTRACT AMOUNT” on Page One (1) of Revised Exhibit A
14 to the Agreement shall be updated to reflect the updated maximum annual compensation for FY
15 2022-2023 of \$212,129.00.

16 3. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to
17 amend the Agreement and that upon execution of this Amendment II, the Agreement,
18 Amendment I, and Amendment II, together shall be considered the Agreement.

19 4. The Agreement, as hereby amended, is ratified and continued. All provisions,
20 terms, covenants, conditions, and promises contained in the Agreement that are not amended
21 herein, shall remain unchanged and in full force and effect. This Amendment II shall become
22 effective retroactively to June 1, 2023, upon execution by all parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment II as of the day and year hereinabove written.

J. MELTON & ASSOCIATED

COUNTY OF FRESNO

Janice M. Melton
Janice M. Melton, Chief Financial Officer
J. Melton & Associates

Sal Quintero
Sal Quintero,
Chairman of the Board of Supervisors of the
County of Fresno

Joseph V. Melton
Joseph V. Melton, Chief Executive Officer
J. Melton & Associates

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

By: Handwritten Signature

Mailing Address:
J. Melton & Associates
6060 N. Harrison Ave
Fresno, CA, 93711
Phone No. 559-824-0523
Contact: Joseph and Janice Melton

FOR ACCOUNTING USE ONLY:
Fund/Subclass: 0001/10000
Organization: 5630/2494/2112/2666
Account/Program: 7295/0