

**AGREEMENT FOR ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES UNDER  
AGREEMENT NO. 24-303**

This Agreement for Assignment of Rights and Delegation of Duties ("Assignment") is dated  
April 8, 2025 and is between **J Melton & Associates**, a General Partnership ("Assignor"), **J  
Melton & Associates, Inc.**, a California S Corporation ("Assignee" or "Contractor"), and the County of  
Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. County and Assignor entered into County Agreement No. 24-303, dated July 10, 2018, for  
Assignor 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). W&I Code section 5256.1 precludes any  
employee of a County mental health program from serving in the capacity of a Certification Review  
Hearing Officer.

B. J Melton & Associates, Inc has the professional expertise necessary to perform as a  
Certification Review Hearing Officer for adults, adolescents and children, and has been performing  
services as a general partnership. J Melton & Associates, Inc. recently reorganized to an S-  
Corporation and has registered with the Secretary of State as of December 20, 2024.

C. Section 8 of County Agreement No. 24-303 allows for the assignment of the Agreement with  
the written consent of both parties. Assignor wishes to assign, transfer, and delegate all of its rights,  
benefits, responsibilities, and obligations under County Agreement No.24-303 to Assignee.

D. Assignee represents that it is willing and qualified to accept the assignment of rights and  
delegation of obligations of Assignor under County Agreement No. 24-303 and agrees to each term  
and condition of County Agreement No. 24-303.

E. Assignor represents that it does not have any claims against County, including claims for  
payments due, except payments on invoices for services performed through March 2025, which will be  
paid to Assignor according to the terms of County Agreement No. 24-303.

F. The County and Assignor now desire to assign the agreement to Assignor.

1 The parties therefore agree as follows:

2 **Assignment**

3 1. Assignor hereby assigns to Assignee all of Assignor's rights and interests in and to  
4 County Agreement No. 24-303; and further delegates to Assignee all of Assignor's duties, obligations  
5 of performance, and liabilities under County Agreement No. 24-303.

6 **Acceptance**

7 2. Assignee hereby accepts from Assignor such assignment of County Agreement No. 24-  
8 303, and

9 3. Assignee agrees, as a direct obligation to County and without qualification or  
10 reservation of rights, to perform each and every one of Assignor's obligations and responsibilities  
11 under County Agreement No. 24-303 as though Assignee was the signatory party to the Agreement in  
12 lieu of Assignor. As such, Assignee agrees that its liability under County Agreement No. 24-303 shall  
13 include liability accruing as a result of Assignor's, as well as Assignee's, performance or failure to  
14 perform its obligations under County Agreement No. 24-303. By its acceptance of said obligations of  
15 Assignor under County Agreement No. 24-303, and Assignee further agrees to hold Assignor  
16 harmless from any liability for performance or nonperformance of such obligations, from and after the  
17 effective date of this assignment throughout the remaining term of County Agreement No. 24-303.

18 **Authorization**

19 4. Each person executing this agreement in a representative capacity hereby warrants  
20 and represents that he or she is authorized to do so and that his or her signature shall be binding on  
21 that party.

22 5. The parties agree that this Agreement may be executed by electronic signature as  
23 provided in this section. An "electronic signature" means any symbol or process intended by an  
24 individual signing this Agreement to represent their signature, including but not limited to (1) a digital  
25 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and  
26 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature  
27 affixed or attached to this Agreement is deemed equivalent to a valid original handwritten signature of  
28 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any

administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

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

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

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

3  
4 ASSIGNOR

ASSIGNEE

5  
6 J Melton LSCW  
7 Janice M. Melton, Chief Financial Officer  
J Melton & Associates, General Partner

8  
9 J Melton LSCW  
10 Janice M. Melton, Corporate President  
J Melton & Associates, Inc. S-Corporation

11 Joseph Melton, LMFT  
Joseph Melton, LMFT (Mar 18, 2025 11:03 PDT)  
12 Joseph V. Melton, Chief Executive Officer  
J Melton & Associates, General Partner

13 E Byers  
14 Elisabeth Byers, Secretary/Treasurer  
J Melton & Associates, Inc., S-Corporation

15 6060 N. Harrison Ave  
16 Fresno, CA 93711

6060 N. Harrison Ave  
Fresno, CA 93711

17  
18 COUNTY OF FRESNO

19 Ernest Buddy Mendes

20 Ernest Buddy Mendes  
21 Chairman of the Board of Supervisors  
22 of the County of Fresno

23 **Attest:**

24 Bernice E. Seidel,  
25 Clerk of the Board of Supervisors  
County of Fresno, State of California

26 By: Hanane  
27 Deputy

28 **FOR ACCOUNTING USE ONLY:**

Fund/Subclass: 0001/10000  
Organization: 56302494, 56302112, 56302666  
Account/Program: 7295/0