

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

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

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

12 7. The Assignment and Agreement shall be effective retroactively to April 1, 2025. All
13 provisions, terms, covenants, conditions, and promises contained in the Agreement and not amended
14 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.

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4 ASSIGNOR

ASSIGNEE

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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 COUNTY OF FRESNO

18 Ernest Buddy Mendes

19 Ernest Buddy Mendes
20 Chairman of the Board of Supervisors
of the County of Fresno

21 **Attest:**

22 Bernice E. Seidel,
23 Clerk of the Board of Supervisors
County of Fresno, State of California

24 By: Hanan
Deputy

25
26 FOR ACCOUNTING USE ONLY:

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