

AMENDMENT NO. 3 TO SERVICE AGREEMENT

This Amendment No. 3 to Service Agreement (“Amendment No. 3”) is dated June 18, 2024 and is between J Melton & Associates, a General Partnership (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On July 10, 2018, the County and the Contractor entered into County agreement number 18-367 (“Agreement”), for the provision of 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).

B. On February 28, 2023, the County and the Contractor entered into Agreement No. 23-078 (“Amendment No. 1”) to perform additional certification review hearings required by Assembly Bill 2275. Assembly Bill 2275 has 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 involuntary hold within seven (7) days of the date the person was initially detained pursuant to W&I Code section 5150.

C. On July 18, 2023, the County and the Contractor entered into Agreement No. 23-361 (“Amendment No. 2”) to increase the FY 2022-23 annual maximum compensation by \$20,000 to cover costs for exceeding the predicted amount of certification review hearings due to Assembly Bill 2275.

D. The actual amount of certification review hearings due to Assembly Bill 2275 was higher than the County predicted. As a result, funding will not be enough to fully cover expenses through the end of FY 2023-24.

E. The County and the Contractor now desire to further amend the Agreement to increase the FY 2023-24 annual maximum compensation by \$55,000 to cover costs for exceeding the predicted amount of certification review hearings due to Assembly Bill 2275.

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1 The parties therefore agree as follows:

2 1. That Agreement No. 23-361, Section One (1), Page Two (2), Lines Four (4) through
3 Twelve (12) be deleted and the following inserted in its place:

4 "The maximum amount payable to CONTRACTOR for the period of July 1, 2023
5 through June 30, 2024 shall not exceed Three Hundred Eighty Six Thousand Two Hundred and
6 No/100 Dollars (\$386,200.00).

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 Fifty-Eight Thousand Three Hundred Twenty-Nine No/100 Dollars
10 (\$1,158,329.00) 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 to
14 Agreement No. 23-078 shall be updated to reflect the updated maximum annual compensation
15 for FY 2023-2024 of \$386,200.00.

16 3. When both parties have signed this Amendment No. 3, the Agreement, Amendment No.
17 1, Amendment No. 2 and this Amendment No. 3 together constitute the Agreement.

18 4. The Contractor represents and warrants to the County that:

19 a. The Contractor is duly authorized and empowered to sign and perform its obligations
20 under this Amendment.

21 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
22 to do so and his or her signature on this Amendment legally binds the Contractor to
23 the terms of this Amendment.

24 5. The parties agree that this Amendment may be executed by electronic signature as
25 provided in this section.

26 a. An "electronic signature" means any symbol or process intended by an individual
27 signing this Amendment to represent their signature, including but not limited to (1) a
28 digital signature; (2) a faxed version of an original handwritten signature; or (3) an

1 electronically scanned and transmitted (for example by PDF document) version of an
2 original handwritten signature.

3 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
4 equivalent to a valid original handwritten signature of the person signing this
5 Amendment for all purposes, including but not limited to evidentiary proof in any
6 administrative or judicial proceeding, and (2) has the same force and effect as the
7 valid original handwritten signature of that person.

8 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
9 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
10 2, Title 2.5, beginning with section 1633.1).

11 d. Each party using a digital signature represents that it has undertaken and satisfied
12 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
13 through (5), and agrees that each other party may rely upon that representation.

14 e. This Amendment is not conditioned upon the parties conducting the transactions
15 under it by electronic means and either party may sign this Amendment with an
16 original handwritten signature.

17 6. This Amendment may be signed in counterparts, each of which is an original, and all of
18 which together constitute this Amendment.

19 7. The Agreement as previously amended and as amended by this Amendment No. 3 is
20 ratified and continued. All provisions of the Agreement as previously amended and not
21 amended by this Amendment No. 3 remain in full force and effect.

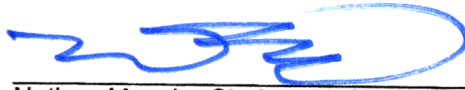
22 [SIGNATURE PAGE FOLLOWS]
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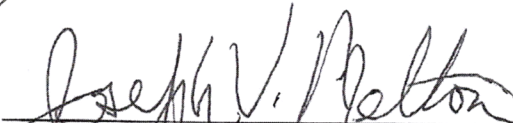
1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 J. MELTON & ASSOCIATES


COUNTY OF FRESNO

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5 
6 Janice M. Melton, Chief Financial Officer


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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8 
9 Joseph V. Melton, Chief Executive Officer

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

10
11 By: 
Deputy

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15
16 Mailing Address:
17 J. Melton & Associates
18 6060 N. Harrison Ave.
19 Fresno, CA 93711
20 Phone No. 559-824-0523
21 Contact: Joseph and Janice Melton

22 For accounting use only:

23 Org No.: 5630/2494/2112/2666
24 Account No.: 7295
25 Fund No.: 0001
26 Subclass No.: 10000

27
28 E.G.