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

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.

The parties therefore agree as follows:

Assignment

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

Acceptance

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

Authorization

- 4. Each person executing this agreement in a representative capacity hereby warrants and represents that he or she is authorized to do so and that his or her signature shall be binding on that party.
- 5. The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement is deemed equivalent to a valid original handwritten signature of 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.		
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4	ASSIGNOR		ASSIGNEE
5			
6	Melton Li		Melton LSCW
7	Jamce M. Melton, Ch J Melton & Associate		Jance M. Melton, Corporate President J Melton & Associates, Inc. S-Corporation
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9			
10	Joseph Melton, LMFT Joseph Melton, LMFT (Mar 18, 2025 11:03 PDT)		£15yers
11	Joseph V. Melton, Chief Executive Officer J Melton & Associates, General Partner		Elisabeth Byers,\Secretary/Treasurer J Melton & Associates, Inc., S-Corporation
12	6060 N. Harrison Ave		6060 N. Harrison Ave
13	Fresno, CA 93711		Fresno, CA 93711
14			
15			COUNTY OF FRESNO
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17			
18			Ernest Buddy Mendes Chairman of the Board of Supervisors
19			of the County of Fresno
20			Attest:
21			Bernice E. Seidel, Clerk of the Board of Supervisors
22			County of Fresno, State of California
23			By:
24			Deputy
25			
26	FOR ACCOUNTING USE ONLY:		
27 28	Fund/Subclass: Organization: Account/Program:	0001/10000 56302494, 56302112, 56302666 7295/0	