

**RENEWAL AND AMENDMENT NO. 1  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY AND  
MANDELL GISNET CENTER FOR  
CONFLICT MANAGEMENT, a 501 (c)(3), A  
DIVISION OF THE MONTEREY COLLEGE  
OF LAW**

**THIS RENEWAL AND AMENDMENT NO. 1** to AGREEMENT is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Mandell Gisnet Center for Conflict Management, a 501 (C)(3), a Division of The Monterey College of Law (hereinafter referred to as "CONTRACTOR") with respect to the following.

**WHEREAS**, on January 9, 2023, COUNTY and CONTRACTOR entered into AGREEMENT in the amount of \$13,000 for the term January 16, 2023, through January 15, 2025, for the provision mediation services for Animal Services based on complaints; hearing officers to conduct hearings, prepare and submit decisions based on applicable laws, codes ordinances and regulations for the Animal Services Bureau; and

**WHEREAS**, the Agreement expired by its terms on January 15, 2025; and

**WHEREAS**, the COUNTY and CONTRACTOR have since continued to perform under the AGREEMENT and otherwise conduct themselves as if it remained in force; and

**WHEREAS**, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to January 16, 2025, and to amend the AGREEMENT as provided below; and

**WHEREAS**, COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term an additional 3 years for a new term of January 16, 2023 through January 15, 2028, increase the total amount by adding \$13,000 for a new total AGREEMENT amount of \$26,000, and replace Exhibit A to reference Administrative Hearing Services on an as-needed basis only; and

**NOW THEREFORE**, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.01, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$13,000", **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$26,000".
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from January 16, 2023 to January 15, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from January 16, 2023 to January 15, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT".
3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing**

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EXHIBIT A of this AGREEMENT **and replacing it with** “EXHIBIT A-1”. All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

4. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.
5. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by COUNTY on January 9, 2023.
6. This Renewal and Amendment No. 1 is effective upon execution.

\*\*\*\*\* *Signature Page to Follow* \*\*\*\*\*

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**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Mandell Gisnet Center for Conflict  
Management, a 501 (c)(3),  
a Division of the Monterey College of Law  
Contractor's Business Name\*

Signed by:  
By: Elizabeth McCorkle  
79A1E7ACB8E9... (Signature of Chair, President, or Vice-President) \*

Elizabeth McCorkle Director  
Name and Title

Date: 2/21/2025 | 11:57 AM PST

Approved as to Form<sup>1</sup>

DocuSigned by:  
By: Robert I. Brayer Robert I. Brayer  
6D0AC6C2AA4A4A6... County Counsel  
County of Monterey  
Date: 4/7/2025 | 10:52 AM PDT

Signed by:  
By: Elizabeth Xyr  
FE50533D3FF44F3...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer  
or Assistant Treasurer)\*

Elizabeth Xyr Vice President and Dean  
Secretary  
Name and Title

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by:  
By: Jennifer Forsyth Jennifer Forsyth  
A27E657875454A6... Auditor/Controller  
Auditor/Controller Analyst II  
Date: 4/14/2025 | 11:22 AM PDT

Date: 4/1/2025 | 3:35 PM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

<sup>1</sup>Approval by County Counsel is required <sup>2</sup>Approval by Auditor-Controller is required

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## **EXHIBIT A-1**

**To Agreement by and between  
Monterey County Health Department hereinafter referred to as “County”  
AND  
Mandell Gisnet Center for Conflict Management, a 501(c)(3), a division of the Monterey  
College of Law, hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work on an **as-needed** basis for Administrative Hearing Services, as set forth below:

**A.1.1** CONTRACTOR shall provide mediation services for Animal Services as it relates to complaints; hearing officers to conduct hearings, prepare and submit decisions based on applicable laws, codes, ordinances and regulations for Animal Services.

a.) CONTRACTOR to provide mediation services for residents, either in person or virtual, from Monterey County and City of Salinas referred by Animal Services in relation to an active complaint or investigation.

i) Provide to Animal Services upon completion of mediation a copy of written mediation agreement as agreed to by residents/parties.

ii) If mediation services are not successful or if resident do not respond to attempts to schedule mediation service provide a written update to Animal Services after 3 attempts.

b.) CONTRACTOR to furnish Hearing Officers to conduct hearings and prepare and submit decisions in accordance with applicable provisions of the Monterey County and City of Salinas Code for such hearings conducted by Animal Services.

c.) All procedural rulings and determination of factual and legal issues shall be made in accordance with such constitutional, statutory, and decisional law requirements as may be applicable to assure fair and legally sufficient hearings and the adoption of decisions which include appropriate and legally sufficient determinations of all factual and legal issues involved in the case.

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d.) Hearing room facilities will be provided as mutually agreed upon. County will arrange for a hearing room and recording facilities for use on dates as agreed to by the Parties and will mail written notices to the parties as appropriate.

e.) Assigned Hearing Officers will be responsible for taking their own notes during hearings and for maintenance of the *official record*, including identification and filing of exhibits, and for submission of their decisions promptly upon completion of the hearing in final and complete typewritten form.

f.) Decisions and all documents and exhibits comprising the *official record* shall be delivered to the County within sixty (60) days after the hearing is concluded. The Hearing Officer assigned by The Center will digitally record each hearing on a CD or DVD and will deliver the recording to the County within sixty (60) days after the hearing is concluded. County shall be responsible for providing copies of the record, including the audio recording, upon request by a party.

g.) County will not have the authority to select the Hearing Officer for any specific case. The Center will have sole authority and responsibility for assigning a Hearing Officer to conduct a hearing.

h.) The Hearing Officer assigned by The Center will conduct the hearings under the applicable codes, regulations, and/or other authorities, and will issue written decisions within the applicable timelines.

i.) All Hearing Officers assigned will have been admitted to practice before the courts of this State for at least five (5) years prior to his or her appointment as required by California Government Code 27724.

j.) In person hearing dates can be requested by calling or emailing The Center to arrange scheduling in accordance with timelines and other needs.

k.) Video conferencing hearing dates can be requested by calling or emailing The Center to arrange scheduling in accordance with timelines and other needs.

l.) Depending on the particular County Code, State Law, or other pertinent regulatory requirements for service of decisions, decisions may be sent directly to the Parties by the Hearing Officer, or they may be emailed in Word or PDF format to the appropriate County representative for service on the Parties. In the latter procedure, the County may not alter or amend the decision other than to place a date on the decision that matches the date the County actually serves the decision.

m.) County shall maintain the hearing calendar, ongoing hearing files, and provide hearing- related notices to the Parties and shall provide interpreters if necessary. Once a final decision is rendered County will store/maintain records in accordance with applicable law and County records retention policy.

#### A.1.2 Implementation of Administration Hearing Services

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- a.) CONTRACTOR will meet with the County to discuss the County's administrative hearing process at County's request.
- b.) CONTRACTOR will gain an understanding of the County's specific requirements for the role of a Hearing Officer, as it relates to the needs of Animal Services.
- c.) The Center will review the applicable County and city ordinances, resolutions, policies, and laws.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$26,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

#### **B.1.2 Services of an Administrative Hearing Officer:**

- a.) \$200 per hour for services rendered with a \$1,000 limit per hearing (to include preparation, hearing time, and travel at the IRS rate).
- b.) \$1,000 per quarter for administration of the hearing officer program.
- c.) The allocated total for the services of an Administrative Hearing Officer shall not exceed \$8,000 for the initial term of the Agreement.

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

- Travel expenses for in-person professional services shall be reimbursed pursuant to the County's Travel Policy, a copy of which is available at [Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc \(monterey.ca.us\)](#).

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

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All written reports required under this Agreement must be delivered to the Animal Services Administrator or designee, in accordance with the schedule above.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices shall be submitted by CONTRACTOR to COUNTY within 30 days of service or once a month.

Invoices should be mailed to: Monterey County Health Department  
Attn: Accounts Payable/Animal Services  
1270 Natividad Road  
Salinas, CA 93906

Invoices may be emailed directly to: [296-financeas@countyofmonterey.gov](mailto:296-financeas@countyofmonterey.gov)  
Cc: [burnhamc1@countyofmonterey.gov](mailto:burnhamc1@countyofmonterey.gov)

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.