

CONTRACT BETWEEN MONTEREY COUNTY AND GARRETT LAW LLP

RECITALS

This Contract for professional services is entered into by and between the County of Monterey (“County”) and Garrett Law LLP (“Contractor”). Garrett Law LLP is a California limited liability partnership. Collectively, County and Contractor are the “Parties,” and individually this Contract may refer to either County or Contractor as a “Party.”

In consideration of the mutual covenants and promises contained in this Contract, the Parties hereby agree as follows:

§1. TERM

The signing of the Agreement by the County is contingent upon approval by the County of Monterey Board of Supervisors. This Contract shall take effect when both of the following events have occurred: (1) all Parties have executed this Contract, and (2) all Parties have received a copy of the fully executed Contract.

This Contract shall be effective July 1, 2023 through December 31, 2024, unless a Party or event terminates the Contract earlier.

§2. SCOPE OF SERVICES OFFERED; COMPENSATION

§2.1. Services performed at Contractor’s convenience

All services that Contractor offers pursuant to this Contract are subject to Contractor’s availability and shall be performed at Contractor’s convenience and at Contractor’s sole discretion.

§2.2. Exhibit 1

Exhibit 1, attached hereto and made a part hereof, sets forth the following:

- The services that Contractor offers pursuant to this Contract;
- The compensation that County shall pay to Contractor in consideration of Contractor’s services;
- The expenses that County shall pay to Contractor; and
- The terms concerning audio or visual recordings of Contractor’s services.

§3. TERMS OF PAYMENT; INVOICING

§3.2. Maximum amount payable

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit 1, subject to the limitations set forth in this Agreement. The total

amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$100,000.

§3.2. Invoicing and payment

After Contractor has performed services or incurred expenses, Contractor shall invoice County at the completion of services, but in any event, not later than 30 days after the completion of services. Contractor's invoices shall summarize the services performed and the expenses incurred. Contractor may invoice County monthly.

Contractor shall email invoices directly to: hdadminfinance@co.monterey.ca.us

Cc: sumeshwarasd@co.monterey.ca.us

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

§4. TERMINATION

§4.1. Termination for convenience and without cause

A Party may terminate this Contract at its sole discretion for convenience and without cause.

The terminating Party may invoke this clause by giving the non-terminating Party thirty (30) days' written notice of such termination. The thirty-day clock shall begin when the non-terminating Party is deemed to have received the notice. All terms of this Contract shall remain in effect until any such termination takes effect.

§4.2. Termination for cause

A Party may terminate this Contract for cause.

The terminating Party may invoke this clause by giving the non-terminating Party written notice of such termination. The written notice shall set forth the cause(s) justifying use of this clause. The termination shall take effect when the non-terminating Party is deemed to have received the notice. All terms of this Contract shall remain in effect until any such termination takes effect.

If a tribunal, arbitrator, mediator, or other third-party neutral, of competent jurisdiction, determines that a Party's attempted termination for cause cannot be enforced as a termination for cause, then the Party that attempted to terminate for cause may, at its sole discretion, retroactively classify the termination as a termination for convenience and without cause.

§4.3. Termination due to conflict of interest

A Party may terminate this Contract due to a conflict of interest, or potential conflict of interest.

The terminating Party may invoke this clause by giving the non-terminating Party written notice of such termination. The termination shall take effect as quickly as reasonably possible, and no later than fifteen (15) days after the non-terminating Party is deemed to have received the notice. All terms of this Contract shall remain in effect until any such termination takes effect.

§4.4. Termination due to substantially diminished workforce

A Party may terminate this Contract if its workforce becomes substantially diminished.

The terminating Party may invoke this clause by giving the non-terminating Party written notice of such termination. The termination shall take effect as quickly as reasonably possible, and no later than fifteen (15) days after the non-terminating Party is deemed to have received the notice. All terms of this Contract shall remain in effect until any such termination takes effect.

§4.5. Self-termination of Contract

Notwithstanding anything to the contrary, this Contract shall immediately self-terminate if all of the Parties have fulfilled all of their duties and obligations under this Contract.

§4.6. Non-exclusive remedy

The Parties' rights to terminate this Contract are not an exclusive remedy but are in addition to all other legal, equitable, or otherwise available remedies.

§5. INSURANCE

Contractor shall carry both professional liability insurance and general liability insurance. Contractor's professional liability insurance and its general liability insurance shall each offer limits of at least one million dollars (\$1,000,000) per occurrence.

At County's request, Contractor shall submit documents to County evidencing compliance with this Contract's insurance requirements.

§6. INDEMNIFICATION

§6.1. Indemnification

To the extent that a Party is negligent or engages in willful misconduct, and that negligence or willful misconduct causes damages, then the Party responsible for the damages ("the tortfeasor") agrees to indemnify the other Party of and from all reasonable third-party claims, losses, causes of action, damages, lawsuits, and judgments, including reasonable attorneys' fees and costs. The tortfeasor's indemnification duty shall apply whether negligence was passive or active. Notwithstanding anything to the contrary, the tortfeasor's indemnification duty shall only extend to that proportion of damages that are ultimately attributable to the tortfeasor.

§6.2. Notice

When a Party knows, or reasonably should know, that it may seek indemnification from another Party, then that Party which may seek indemnification (i.e. the potential indemnitee) shall give the other Party (i.e. the potential indemnitor) timely written notice of the potential indemnification claim.

§7. INDEPENDENT CONTRACTOR; NOT A JOINT VENTURE OR PARTNERSHIP

It is the express intention of the Parties that Contractor is and shall remain an independent contractor to County throughout the term of this Contract; the Parties have no intention of creating an employer-employee relationship. Furthermore, the Parties have no intention of creating or forming any type of joint venture or partnership through this Contract.

Any person or organization employed, commissioned, or otherwise hired by Contractor, that performs services contemplated in this Contract, shall be deemed to be Contractor's employee, agent, independent contractor, or subcontractor. Any such person or organization shall not be entitled to benefits afforded by County to its employees, nor shall any such person or organization be entitled to workers' compensation coverages from County. In accordance with these facts, County shall not be responsible for deducting taxes, unemployment costs, Social Security, or any other money or costs, from the compensation or expenses that County pays to Contractor.

§8. REMEDY FOR BREACH; RIGHT TO CURE

§8.1. Non-material breach

When a Party is responsible for a non-material breach of this Contract, and the non-breaching Party wants the breach cured, then the non-breaching Party must give the breaching Party written notice of the breach and provide the breaching Party a reasonable opportunity to timely cure the breach.

If the breaching Party fails to timely cure the breach despite a reasonable opportunity to do so, then the non-breaching Party may use reasonable measures to cure the breach. The breaching Party shall reimburse the non-breaching Party for all reasonable costs that the breach caused the non-breaching Party to incur.

§8.2. Material breach

When a Party is responsible for a material breach of this Contract, then the non-breaching Party may use reasonable measures to cure the breach, or it may terminate this Contract for cause. The breaching Party shall reimburse the non-breaching Party for all reasonable costs that the breach caused the non-breaching Party to incur.

§8.3. Non-exclusive remedy

All remedies may be exercised individually or in combination with any other legal, equitable, or otherwise available remedies. A Party's exercise of a remedy shall not preclude, nor in any way be deemed to waive, that Party's right to any other remedy.

§9. LIMITED EFFECT OF PAYMENT

In no event shall any payment by County to Contractor constitute, or be construed as, a waiver by County of any breach that may exist. Any payment by County to Contractor while a breach may exist shall not be construed as relieving Contractor from its full responsibilities under this Contract.

In no event shall Contractor's acceptance of any payment from County constitute, or be construed as, a waiver by Contractor of any breach that may exist. Contractor's acceptance of any payment from County while a breach may exist shall not be construed as relieving County from its full responsibilities under this Contract.

§10. NON-WAIVER OF RIGHTS

A Party's failure to timely seek redress for a breach shall not, in and of itself, be construed as a waiver of that breach, nor shall it be construed as a waiver of any rights which may exist for the non-breaching Party.

§11. COMMUNICATIONS

All communications concerning this Contract's terms shall be made in writing. All such communications shall be sent to the appropriate Party via traditional mail or electronic mail (email), as provided:

Monterey County

Monterey County
Attn. Shiba Sumeshwar
1270 Natividad Road
Salinas, CA 93906
sumeshwarsd@co.monterey.ca.us

Garrett Law LLP

Garrett Law LLP
Attn. Andrew Garrett
120 Ward Street #1058
Larkspur, CA 94977
andrew@garrett-law.com

All written communications sent via traditional mail shall be deemed delivered after five (5) business days have elapsed; the day on which the communication is sent shall not count toward this total. These terms shall apply unless a specific circumstance would make them patently unreasonable.

All written communications sent via email shall be deemed delivered after one (1) business day has elapsed; the day on which the communication is sent shall not count toward this total. These terms shall apply unless a specific circumstance would make them patently unreasonable.

In the event that a communication is sent via both traditional mail and email, then the communication that this Contract deems to have been delivered first shall be the communication that starts or stops any clock or countdown that the communication may trigger or otherwise affect.

All Parties must at all times maintain a traditional mailing address and an email address; failure to do so shall constitute a material breach of this Contract.

Notwithstanding anything to the contrary, a Party may unilaterally change its contact information, as it appears in this Contract, by giving the other Party written notice of any such changes. Any such changes shall take effect when the Party that is entitled to the notice is deemed to have received that notice.

Notwithstanding anything to the contrary, all communications, whether written or oral, made by a Party or by any apparent employees, agents, independent contractors, subcontractors, or any other apparent representatives of that Party, will be presumed valid, authorized, and binding, unless such presumptions would be patently unreasonable.

§12. APPLICABLE LAW; VENUE

The Parties agree that all aspects of this Contract, including its construction and terms, are subject to and governed by the laws of the State of California.

Any dispute concerning this Contract, including but not limited to any dispute resulting in mediation, arbitration, or litigation, shall be pursued in Marin County, California or San Francisco County, California. If an appropriate Marin County or San Francisco County venue is not reasonably available to the Parties (e.g. due to an ongoing emergency or disaster), then the Parties shall meet and confer in good faith to select a new, appropriate venue that is reasonably available to the Parties. The new venue shall be reasonably close to Marin County, unless the Parties agree otherwise.

§13. SUCCESSORS IN INTEREST

The Parties stipulate that they have executed this Contract with the specific intent of working with each other on the matters that this Contract contemplates, and that they specifically wish to prohibit any and all third-parties from ever becoming successors in interest to this Contract. As such, no Party may subcontract or assign this Contract, or any part thereof, or interest therein,

directly or indirectly, voluntarily or involuntarily, to any third-party, unless the Parties modify this Contract.

§14. NEGOTIATED CONTRACT

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this Contract within the meaning of the California Civil Code (“CIV”), including but not necessarily limited to CIV §1654.

Each Party hereby represents and warrants that in executing this Contract, it does so with full knowledge and understanding of the rights and duties that this Contract creates. Each Party also represents and warrants that it has received independent legal advice from its counsel with respect to the terms set forth in this Contract, or that the Party has willingly forgone any such consultation and counsel.

§15. MODIFICATION

No modification of this Contract shall be effective unless and until such modification is evidenced by a writing that is signed by all Parties and incorporated into this Contract as an amendment.

§16. CAPTIONS

The captions of each section in this Contract are inserted as a matter of convenience and reference only. The captions do not define, limit, or describe the scope or intent of this Contract.

§17. SEVERABILITY

If a tribunal, arbitrator, mediator, or other third-party neutral, of competent jurisdiction, holds any provision of this Contract to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining terms, or portion of those terms, will nevertheless continue in full force without being impaired or invalidated in any way.

§18. COUNTERPARTS; DIGITAL, ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

§18.1. Execution methods

This Contract may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Each Party agrees to the use of electronic signatures, including digital signatures, that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) for executing this Contract. (At the time of this Contract’s execution, California has codified CUETA at California Civil Code §§1633.1 – 1633.17.) The Parties further agree that the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual, “traditional” signatures.

§18.2. Definitions

Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA (as amended from time to time). The CUETA authorizes the use of an electronic signature for transactions and contracts among Parties in California, including a government agency.

Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual, “traditional” signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in the CUETA. Facsimile signatures or signatures transmitted via PDF document shall be treated as originals for all purposes.

§19. ENTIRE AGREEMENT

Pursuant to California Code of Civil Procedure (“CCP”), including but not necessarily limited to CCP §1856, this writing is intended both as the final expression of the Contract between the Parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Contract.

SIGNATURES APPEAR ON NEXT PAGE(S)

SIGNATURES

Monterey County and Garrett Law LLP have agreed to the terms of this Contract on the dates set forth below. In signing below, each signatory represents that he/she/they has the authority to execute this Contract and to bind the Party on whose behalf his/her/their signature is made.

On behalf of Monterey County:

Name (print): Leslie J. Girard

Title: County Counsel-Risk Manager, County of Monterey

Signature: _____

Date: _____

On behalf of Garrett Law LLP:

Name (print): Andrew J. Garrett

Title: Partner

Signature:  _____

Date: 5/23/2023 | 4:59 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

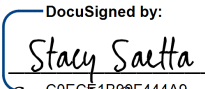
By:  _____
4E7E657875454AE...

Title: Auditor-Controller Analyst II

Date: 6/6/2023 | 8:36 AM PDT

APPROVED AS TO FORM AND LEGALITY:

LESLIE J. GIRARD, County Counsel

By:  _____
C0ECF1B99E444A9...

Chief Deputy County Counsel

Date: 6/6/2023 | 7:03 AM PDT

EXHIBIT 1

**EXHIBIT 1 TO CONTRACT BETWEEN MONTEREY COUNTY AND GARRETT LAW
LLP**

§1. SCOPE OF SERVICES OFFERED

All services that Garrett Law LLP (“Contractor”) offers pursuant to this Contract are subject to Contractor’s availability and shall be performed at Contractor’s convenience and at Contractor’s sole discretion.

Contractor hereby offers Monterey County (“County”) webinar training services on patient confidentiality and compliance topics.

Contractor does not offer and shall not provide any consulting services. Likewise, Contractor does not offer and shall not provide any litigation-related services.

§2. COMPENSATION

Contractor shall invoice its webinar training services as detailed in the table below. Contractor’s rates for webinar training services shall reset each day and may not be spread across various days.

Rates for webinar training services:

Number of webinar training hours	Rate
1	\$1,400
2	\$1,900
3	\$2,400
4	\$2,700
5	\$3,000
6	\$3,300

§3. EXPENSES

Contractor shall invoice expenses at cost.

§4. AUDIO OR VISUAL RECORDINGS

§4.1. Creation

Contractor may, at its sole discretion, permit audio or visual recordings for any training that it provides pursuant to this Contract.

County shall have no right to record Contractor’s trainings, unless Contractor has provided County with express written permission to do so.

§4.2. Access, dissemination, and distribution

County shall have no right to access, disseminate, or otherwise distribute recordings, unless Contractor has provided County with express written permission to do so.

Contractor may, at its sole discretion and at any time, limit or revoke any permissions regarding County's ability to access, disseminate, or distribute recordings.

§4.3. Ownership and control

Contractor shall, at all times, maintain full ownership and control rights of any and all recordings created in connection with this Contract.