

**AMENDMENT NO. 1 TO CONTRACT BETWEEN COUNTY OF MONTEREY, ON
BEHALF OF ITS HEALTH DEPARTMENT AND GARRETT LAW LLP**

This Amendment No. 1 is made to the CONTRACT BETWEEN MONTEREY COUNTY AND GARRETT LAW LLP (“Agreement”), for services by and between Garrett Law LLP (“CONTRACTOR”) and the County of Monterey (“County”).

RECITALS

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to add \$100,000 and modify the compensation terms.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. **§1. TERM shall be amended by removing**, *“This Contract shall be effective July 1, 2023 through December 31, 2024, unless a Party or event terminates the Contract earlier,”* **and replacing it with** *“This Contract shall be effective July 1, 2023 through December 31, 2025, unless a Party or event terminates the Contract earlier.”*
2. **§3.2. Maximum amount payable shall be amended by removing**, *“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,”* **and replacing it with** *“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: \$200,000.”*
3. **EXHIBIT 1** is hereby deleted and replaced in its entirety and incorporated by reference as attached **EXHIBIT 1**.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force 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 the County on July 6, 2023.

SIGNATURES APPEAR ON NEXT PAGE(S)

SIGNATURES

County of Monterey, on behalf of its Health Department and Garrett Law LLP have agreed to the terms of this Amendment No. 1 on the dates set forth below. In signing below, each signatory represents that they have the authority to execute this Amendment No. 1 and to bind the Party on whose behalf their signature is made.

On behalf of County of Monterey:

Name (print): _____

Title: _____

Signature: _____

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

Name (print): Stacy Saetta

Title: Chief Deputy County Counsel

Signature: *Stacy Saetta*
DocuSigned by:
C0ECE1B99F444A9...

Date: 10/17/2024 | 1:52 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

Name (print): Patricia Ruiz

Title: Auditor Controller Analyst I

Signature: *Patricia Ruiz*
DocuSigned by:
E79EF64E57454F6...

Date: 10/18/2024 | 10:18 AM PDT

On behalf of Garrett Law LLP:

Name (print): Andrew J. Garrett

Title: Partner, Garrett Law LLP

Signature: *Andrew J. Garrett*
Signed by:
4001E9DCFF67460...

Date: 10/15/2024 | 5:10 PM 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 performed in 2024:

| Training hours | Breaks | Total length of training | Rate |
|-----------------------|---|---------------------------------|-------------|
| 1 | N/A | 1 hour | \$1,400 |
| 2 | N/A | 2 hours | \$1,900 |
| 3 | One fifteen-minute break. | 3 hours, 15 minutes | \$2,400 |
| 4 | Two ten-minute breaks. | 4 hours, 20 minutes | \$2,700 |
| 5 | Two fifteen-minute breaks, and one thirty-minute lunch break. | 6 hours | \$3,000 |
| 6 | Two fifteen-minute breaks, and one one-hour lunch break. | 7 hours, 30 minutes | \$3,300 |

Rates for webinar training services performed in 2025:

| Training hours | Breaks | Total length of training | Rate |
|-----------------------|---|---------------------------------|-------------|
| 1 | N/A | 1 hour | \$1,750 |
| 2 | N/A | 2 hours | \$2,250 |
| 3 | One fifteen-minute break. | 3 hours, 15 minutes | \$2,750 |
| 4 | Two ten-minute breaks. | 4 hours, 20 minutes | \$3,050 |
| 5 | Two fifteen-minute breaks, and one thirty-minute lunch break. | 6 hours | \$3,350 |
| 6 | Two fifteen-minute breaks, and one one-hour lunch break. | 7 hours, 30 minutes | \$3,650 |

§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.