

## AMENDMENT TO CONTRACT #2

The County of San Benito (“COUNTY”) and Best Best & Krieger LLP (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

**1. Existing Contract.**

**a. Initial Contract.**

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 19, 2021.

**b. Prior Amendments.** (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 14, 2021

**c. Incorporation of Original Contract.**

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

**2. Purpose of this Amendment.**

The purpose of this amendment is to change the agreement between the parties in the following particulars:

**a. Term of the Contract.** (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

**b. Scope of Services.** (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

**Modified or New Scope of Services:**

(Insert modified or new services.)

The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

(Insert new services.)

**c. Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
- The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
  - The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

The original contract is hereby amended to add an additional \$50,000 for a total contract amount not to exceed \$100,000.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$\_\_\_\_\_ , or
- a total sum not to exceed \$\_\_\_\_\_ ,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS:** (Check one.)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

**d. Other Terms.** (Check one.)

- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**  
 (Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

DocuSigned by:  
  
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1/19/2022

\_\_\_\_\_  
 Christine N. Wood  
 Best Best & Krieger LLP


\_\_\_\_\_  
Date

**COUNTY**

\_\_\_\_\_  
 Bea Gonzales  
 Chair, Board of Supervisors

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

DocuSigned by:  
  
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1/19/2022

\_\_\_\_\_  
 Barbara Thompson  
 County Counsel, San Benito County

\_\_\_\_\_  
Date

**EXHIBIT 1  
TO AMENDMENT #1**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

Indian Wells  
(760) 568-2611

Irvine  
(949) 263-2600

Los Angeles  
(213) 617-8100

Manhattan Beach  
(310) 643-8448

Ontario  
(909) 989-8584



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

300 South Grand Avenue, 25th Floor, Los Angeles, CA 90071  
Phone: (213) 617-8100 | Fax: (213) 617-7480 | www.bbklaw.com

Riverside  
(951) 686-1450

Sacramento  
(916) 325-4000

San Diego  
(619) 525-1300

Walnut Creek  
(925) 977-3300

Washington, DC  
(202) 785-0600

**Christine N. Wood**  
(213) 542-3861  
Christine.Wood@bbklaw.com

December 14, 2021

Barbara Thompson  
County of San Benito  
Office of County Counsel  
481 4th Street  
Hollister, California 95023

Re: Engagement Letter – Advanced Records Center (Amended)

Dear Ms. Thompson,

Best Best & Krieger LLP is pleased to continue to represent the County of San Benito (“County”). This letter (“Revised Engagement Letter”) constitutes an amendment to our original agreement, dated August 19, 2021 (“Original Engagement Letter”). Together, these agreements set forth the terms of our representation. If you agree to the terms set forth in this letter and in the Original Engagement Letter, please sign this letter and return the signed copy to us.

Specifically, through this Revised Engagement Letter, BB&K will do the following non-litigation tasks:

**PRA Processing** - Support the City in processing public records by:

- supporting the City Clerk’s office by conducting a legal review of requests, crafting responses to requesters, and assisting staff in assessing whether exemptions apply;
- assisting the City Clerk’s office on specific PRA requests, as needed;
- creating templates and procedures, as assigned;
- using processing and review software to efficiently treat and handle paper and electronic responsive records; and
- reviewing and redacting records, uncovering complex legal questions, and analyzing records for significance.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Barbara Thompson  
December 14, 2021  
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**Policy Drafting.** Assist the City in updating PRA and other records-related policies to reflect industry standards and best practices:

**Training.** Provide the training for City staff and officials, including training on the PRA, electronic records, e-Discovery, and social media.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The **PRA Processing** tasks identified above will be billed at \$250 per hour, a blended rate for attorneys, paralegals, and municipal analysts, not to exceed \$50,000. The **Training** provided by ARC staff would be provided at a flat rate of \$800 plus expenses. The billing rates for others and the advanced deposit are described in the memorandum attached to this letter which is entitled "Best Best & Krieger LLP's Billing Policies." Since it binds both of us, please read the Billing Policies memorandum part of this agreement carefully.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing the County. Similarly, your County's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your firm.

Based on the assignments currently pending under the Original Engagement Letter, we have checked the following names against our client index: County of San Benito, Josh Disney, and Western Resources Legal Center. Based on that check, we can represent you as described above. Please review the list to see if any other persons or entities should be included. We request that you update this list for us if there are any changes in the future. We request that you update this list for us if there are any changes in the future.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately. We are also pleased to let you know that Best Best & Krieger LLP carries errors and



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Barbara Thompson  
December 14, 2021  
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omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

**BBK**  
**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Barbara Thompson  
December 14, 2021  
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THANK YOU

On a personal note, we are pleased the County has selected Best Best & Krieger LLP to continue to represent you. If you have any questions at any time about our services or billings, please do not hesitate to call me. As set forth, if this Revised Engagement Letter meets the County's approval, please sign, date, and return the fully executed agreement. An emailed pdf version will suffice.

Sincerely,



Christine N. Wood  
Best Best & Krieger

AGREED AND ACCEPTED BY:

Signature: Edgar Nolasco

Name: Edgar Nolasco

Title: Deputy CAO

Dated: 12/16/2021



Indian Wells  
(760) 568-2611

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(925) 977-3300

Washington, DC  
(202) 785-0600

**Christine N. Wood**  
(213) 542-3861  
Christine.Wood@bbklaw.com

August 19, 2021

**VIA ELECTRONIC MAIL**

Barbara Thompson, County Counsel  
County of San Benito  
Office of County Counsel  
481 4th Street  
Hollister, California 95023  
Email: bthompson@cosb.us

Re: Engagement Letter

Dear Ms. Thompson,

Best Best & Krieger LLP's ("BB&K") Advanced Records Center ("ARC") would be honored to represent the County of San Benito's Office of County Counsel ("County"). The following letter covers legal services related to processing requests for public records, pursuant to the California Public Records Act ("PRA").

BB&K is uniquely positioned to help the County with this scope of work. Not only has the firm been conducting business for 128 years, it has consistently provided clients with impeccable public records processing services and legal advice. Through ARC, BB&K combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for records-related matters. Additionally, ARC has been instrumental in assisting law enforcement agencies in responding to requests for police personnel records. We look forward to bringing this knowledge and expertise to the County.

Specifically, BB&K will do the following:

**Legal Advice.** Provide specific advice and guidance on issues governed by the PRA.

**PRA Processing** - Support the Office of County Counsel in processing public records by:

- conducting a legal review of requests, crafting responses to requesters, and assisting staff in assessing whether exemptions apply;
- assisting the Office of County Counsel on specific PRA requests, as needed;
- creating templates and procedures, as assigned;



**BEST BEST & KRIEGER**  
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Page 2

- using processing and review software to efficiently treat and handle paper and electronic responsive records; and
- reviewing and redacting records, uncovering complex legal questions, and analyzing records for significance.

**Policy Drafting.** Assist the Office of County Counsel in updating PRA and other records-related policies to reflect industry standards and best practices:

**Training.** Provide the training for County staff and officials, including training on the PRA, electronic records, e-Discovery, and social media.

With the exception of the **Training** tasks described above, all other identified tasks will be billed at \$250 per hour, a blended rate for attorneys, paralegals, and municipal analysts. The **Training** provided by ARC staff would be provided at a flat rate of \$800 plus expenses. Please refer to the attached BB&K Billing Guidelines for additional terms related to services and expenses beyond these fees for professional legal services.

**CONFIDENTIALITY AND ABSENCE OF CONFLICTS**

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your firm. Similarly, your firm's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your firm.

We have checked the following names against our client index: San Benito County; Lehotsky Keller Law Firm; and Western Resources Legal Center. Based on that check, we can represent you as described above. Please review the list to see if any other persons or entities should be included. We request that you update this list for us if there are any changes in the future. We request that you update this list for us if there are any changes in the future.

**INSURANCE**

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.



County of San Benito  
August 19, 2021  
Page 3

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

#### NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

#### CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

#### HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

#### CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

#### THANK YOU

On a personal note, we are pleased that you have selected ARC to represent you in your PRA work. We look forward to a long and valued relationship with you and appreciate your



County of San Benito  
August 19, 2021  
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confidence in selecting us to represent you in these legal services. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If the present correspondence meets the County's approval, please sign, date, and return the fully executed agreement. An emailed pdf version will suffice.

Sincerely,

Christine N. Wood  
for BEST BEST & KRIEGER LLP

CNW

**County shall authorize specific work to be performed by consultant. Initial consultation shall not exceed \$1,000. Additional work may be authorized by email by County Counsel Barbara Thompson. Total Amount of this contract may not exceed \$10,000 without further written authorization by the CAO or Board of Supervisors.**

AGREED AND ACCEPTED BY:

Signature: Barbara Thompson

Name: Barbara Thompson

Title: County Counsel

Dated: August 19, 2021