

**SECOND AMENDMENT TO CONTRACT NO. 110-23  
FOR GENERAL COUNSEL LEGAL SERVICES**

In entering into this Second Amendment to Contract No. 110-23 for General Counsel Legal Services (“Second Amendment”), this 1st day of July, 2014 (“Effective Date”) the Bay Area Regional Interoperable Communications System Joint Powers Authority (“BayRICS”) and Best Best & Krieger LLP (“BBK”) (each a “Party,” and collectively the “Parties”), hereby agree as follows:

**RECITALS**

**WHEREAS**, on or around November 4, 2011, BayRICS and BBK entered into that certain Contract No. 110-23 for General Counsel Legal Services (“Contract No. 110-23”), so that BBK could provide legal services to BayRICS; and

**WHEREAS**, on January 10, 2013, the Parties entered into that First Amendment to Contract No. 110-23 to extend the term and make other related changes; and

**WHEREAS**, the Parties now wish to further amend Contract No. 110-23 to extend the term of BBK’s legal services provided for therein, and to make other related changes, as specified in this Second Amendment.

**SECOND AMENDMENT**

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

1. Amendments.

1.1 *Services Agreement Amended.* The sentence defining the term for Contract No. 110-23, on page 1 of 15 of Contract No. 110-23, is hereby amended to read as follows:

“The term of this Agreement shall be from November 4, 2011 through June 30, 2016.”

1.2 *Termination Amended.* The last sentence of the Termination Section of the General Terms and Conditions on page 10 of 18 of Contract No. 110-23, is hereby amended to read as follows:

“Said payment shall be computed in accordance with Exhibit B hereto.”

1.3 *Exhibit B Amended.*

1.3.1 The description of the General Counsel retainer and General Counsel compensation on page 1 of Exhibit B of Contract No. 110-23, are hereby amended to read as follows:

“Following Years General Counsel Retainer when Board meeting occurs (10 hours per month cap): \$2,624/month

General Counsel (hours that exceed retainer cap or when no Board meeting occurs): Partner/of Counsel: \$278  
Associate: \$247  
Paralegal: \$163”

1.3.2 The telecommunications, environmental, and other special counsel rates on page 2 of Exhibit B of Contract 110-23, are hereby amended as follows:

Telecommunications Regulatory Retainer (3 hours per month cap): \$1,200/month

Telecommunications:

Partner/of Counsel: \$415  
Associate: \$341  
Paralegal: \$184

Environmental:

Partner/of Counsel: \$341  
Associate: \$294  
Paralegal: \$173

Other Special Counsel:

Partner/of Counsel: \$310  
Associate: \$278  
Paralegal: \$163

2. No Other Amendments. Except as modified by this Second Amendment, Contract No. 110-23 and the First Amendment remain binding on the Parties in full force and effect according to its terms.

3. Defined Terms. Initially capitalized terms not otherwise defined in this Second Amendment shall be defined as provided in Contract No. 110-23 and the First Amendment.

4. Incorporation of Second Amendment. From and after the Effective Date of this Second Amendment, wherever the term “Agreement,” “agreement,” or “contract” appears in Contract No. 110-23, it shall be read and understood to mean Contract No. 110-23 as amended by the First Amendment and Second Amendment.

5. Incorporation of Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Second Amendment.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

7. Authority to Execute. Each signatory executing this Second Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Party to the terms of this Second Amendment.

In witness whereof, the parties have executed this Second Amendment on the Effective Date.

**BAY AREA INTEROPERABLE  
COMMUNICATIONS SYSTEM JOINT  
POWERS AUTHORITY**

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Malathy Subramanian

Title: \_\_\_\_\_

Title: Partner