

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

In entering into this Third Amendment to Contract No. 110-23 for General Counsel Legal Services (“Third Amendment”), this 1st day of July, 2016 (“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, on July 1, 2014, the Parties entered into that Second 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 Third Amendment.

THIRD 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, 2018.”

1.2 *Exhibit B Amended.*

1.2.1 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): \$2,765/month

General Counsel (hours that exceed retainer cap or when no Board meeting occurs): Partner/of Counsel: \$293
Associate: \$261
Paralegal: \$172”

1.2.2 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): \$1,265/month

Telecommunications:

Partner/of Counsel: \$438
Associate: \$360
Paralegal: \$194

Environmental:

Partner/of Counsel: \$360
Associate: \$310
Paralegal: \$182

Other Special Counsel:

Partner/of Counsel: \$327
Associate: \$293
Paralegal: \$172

2. No Other Amendments. Except as modified by this Third Amendment, Contract No. 110-23, the First Amendment and Second 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 Third Amendment shall be defined as provided in Contract No. 110-23, the First Amendment and Second Amendment.
4. Incorporation of Third Amendment. From and after the Effective Date of this Third 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, Second Amendment, and Third Amendment.
5. Incorporation of Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Third Amendment.

6. Counterparts. This Third 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 Third 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 Third Amendment.

In witness whereof, the parties have executed this Third 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