

**AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & BEST, BEST & KRIEGER**

THIS AMENDMENT is made to the AGREEMENT for legal services by and between BEST, BEST & KRIEGER LLP, hereinafter “ATTORNEY”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and ATTORNEY previously entered into an agreement for specialized legal services regarding the Comcast Franchise audit, expiring Comcast Agreement, subsequent new Agreement for the existing Institutional Network (NET) fiber within the County of Monterey, as well as Public Education and Government fees from various providers including AT&T, Charter and Comcast, in the amount of \$50,000; and

WHEREAS, COUNTY and ATTORNEY thereafter amended that agreement to add legal services regarding matters related to the proposed merger of Charter Communication and Time Warner Cable, in the amount of \$35,000 (Amendment No. 1); and

WHEREAS, COUNTY and ATTORNEY thereafter amended that agreement to add the services of an expert connection with matters related to the proposed merger of Charter Communications and Time Warner Cable, in the amount of \$15,000 (Amendment No. 2); and

WHEREAS, COUNTY and ATTORNEY wish to add \$35,000 to pay for services received related to the merger of Charter Communications and Time Warner Cable and on-going cable franchise audits with Comcast of California IX, Inc, Charter Communications and AT&T U-verse.

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

1. Section 3.02., entitled “Budget”, **shall be amended by removing** “ATTORNEY and COUNTY agree that the initial budget for services pursuant to the matters that are the subject to Exhibit A.1 shall not exceed the sum of \$50,000 (Fifty Thousand Dollars) and the matters that are subject to Exhibit A.2 shall not exceed the sum of \$35,000 (Thirty-Five Thousand Dollars) for attorneys’ fees and associated costs, and \$15,000 (Fifteen Thousand Dollars) for the services of expert(s) in the telecommunications industry” **and replacing it with**, “ATTORNEY and COUNTY agree that the initial budget for services pursuant to the matters that are the subject to Exhibit A.1 shall not exceed the sum of \$50,000 (Fifty Thousand Dollars) and the matters that are subject to Exhibit A.2 shall not exceed the sum of \$45,000 (Forty-Five Thousand Dollars) for attorneys’ fees and associated costs, and \$15,000 (Fifteen Thousand Dollars) for the services of expert(s) in the telecommunications industry, and the matters that are subject to Exhibit A.3 shall not exceed the sum of \$25,000 for services related to on-going audits of Charter Communications, Comcast of California IX, Inc and ATT U-verse.”

2. EXHIBIT A – Scope of Services shall be amended by adding additional funds in the amount of \$10,000 for the services described in Section A.2 of Exhibit A and by providing for additional services, as described in Section A.3 of Exhibit A, to be compensated in the additional amount not to exceed \$25,000. Exhibit A, as amended by this Amendment No. 3 is attached hereto.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on June 2, 2010 and Amendment Nos. 1 and 2.

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IN WITNESS, WHEREOF, COUNTY and ATTORNEY have caused this Agreement to be executed:

Dated: 12/14/2016

ATTORNEY

By 
Joseph Van Eaton
Best Best & Krieger LLP

Dated _____

COUNTY

By _____
Charles J. McKee, Esq.
County Counsel
County of Monterey

APPROVED AS TO FORM AND
LEGALITY
CHARLES J. MCKEE, County Counsel

By: _____
Rebecca M. Cenicerros
Deputy County Counsel

By; _____
(Risk Management)

Dated: _____

Dated _____

APPROVED AS TO FISCAL PROVISIONS:

REVIEWED BY COUNTY PURCHASING
DEPT:

Deputy Auditor/Controller

(Purchasing)

Dated: _____

Dated _____

EXHIBIT A

SCOPE OF SERVICES

A.1

ATTORNEY shall provide independent services to the COUNTY consisting of legal services and analysis to COUNTY with respect to the Comcast of California IX (Comcast) franchise audit and the development of the new Agreement with Comcast for the existing institutional network fiber. The cost of the work described in this Section A.1, excepting development of Comcast agreement governing the existing institutional network fiber, shall not exceed \$50,000. Additionally, ATTORNEY shall advise COUNTY with respect to Public Education and Government fees received from providers, including AT&T, Comcast and Charter.

Services shall include:

- Review of all formal correspondence with Comcast
- Participation in meetings both on-site and via conference call with Comcast and their Counsel
- Make recommendations during the negotiations of audit findings and new Agreements
- Review appropriate documentation concerning PEG fees and make recommendations

As of December 1, 2015, all work referenced in this section A.1, except work related to the institutional network fiber has been performed and no additional charges for these services are anticipated by the parties. Work related to development of a new Comcast agreement governing existing network fiber will be compensated in accordance with section A.3, below.

A.2.

ATTORNEY shall perform all legal services, as specifically requested by the County, related to the County's participation in the California Public Utility Commission's proceeding reviewing Charter Communications' application for approval of its merger with Time Warner Cable and Bright House Networks, Application A-15-07-009 (*In the matter of Joint Application of Charter Communications, Inc.; Charter Fiberlink CA CCO, LLC (U6878C); Time Warner Cable Inc. Time Warner Cable Information Services (California), LLC (U6874C) ; Advance/Newhouse Partnership; Bright House Networks, LLC; and Bright House Networks Information Services (California), LLC (U6955C) Pursuant to California Public Utilities Code Section 854 for Expedited Approval of the Transfer of Control of both Time Warner Cable Information Services (California), LLC (U6874C) and Bright House Networks Information Services (California), LLC (U6955C) to Charter Communications, Inc., and for Expedited Approval of a pro forma transfer of control of Charter Fiberlink CA-CCO, LLC (U6878C)*).

These services will include, as deemed necessary or advisable in consultation with the County, and only upon prior written approval by the County: preparing and filing a motion for party status, and if party status is granted, review of filings submitted by the applicants and to the extent consistent with the budget, filings submitted by other parties to the proceeding, preparation of discovery requests if

necessary to permit preparation of testimony, preparation of written testimony (which may include testimony from County employees as well as retained experts if the budget permits), participation in evidentiary hearings to the extent required to present or defend the County's case, preparation of briefs, preparation of comments on the CPUC's proposed decision relevant to the issues raised by the County, and coordination of efforts with other like-minded participants in the proceeding. Time and budget permitting and if deemed necessary or advisable in consultation with the County, and only upon prior written approval by the County, this may also include making similar/related filings in the Federal Communications Commission's parallel merger review proceeding (MB Docket No. 15-149). This work shall not exceed

Work will not exceed the budgeted amount of \$60,000, consisting of \$45,000 (Forty-five thousand dollars) for attorneys' fees and associated costs and \$15,000 (Fifteen thousand dollars) for the services of expert(s) in the telecommunications industry.

As of the date of this amendment, all work in this section A.2 has been completed and no additional charges for these services are anticipated by the parties.

A.3.

ATTORNEY shall provide independent services to the COUNTY consisting of (a) legal services and analysis to COUNTY with respect to the Comcast of California IX (Comcast), Charter Communications and ATT U-verse franchise audits and (b) the development of the new Agreement with Comcast for existing institutional network fiber. Additionally, ATTORNEY shall advise COUNTY with respect to Public Education and Government (PEG) fees received from providers, including AT&T, Comcast and Charter.

Services shall include:

- Review of all formal correspondence with Comcast, Charter and ATT U-verse
- Participation in meetings both on-site and via conference call with Comcast and their Counsel
- Making recommendations during the negotiations of audit findings and a new Agreement re: existing institutional network fiber with Comcast
- Reviewing appropriate documentation concerning PEG fees and making recommendations regarding PEG fees.

Work will not exceed \$25,000 without County pre-approval.