

## MUTUAL REPRESENTATION AND COOPERATION AGREEMENT

This Mutual Representation and Cooperation Agreement (the "Agreement") is entered into between and among the counties of Mono, Inyo, Nevada and Placer and the cities of Truckee and Mammoth Lakes (collectively, the "Agencies") for the purpose of working together and undertaking common legal representation in matters related to internet service quality and customer service within the Agencies' geographic regions.

WHEREAS, the Agencies have a shared interest in improving the customer service and service quality standards of voice over internet protocol (VOIP) and broadband services serving their facilities and their constituents; and

WHEREAS, the Agencies wish to act collectively through various means, including participation in and/or initiation of proceedings before the California Public Utilities Commission (CPUC) addressing quality standards for VOIP and broadband services impacting the Agencies; and

WHEREAS, the Agencies now desire to enter into this Agreement for the purpose of employing common attorneys, consultants, sharing the costs thereof, and reasonably cooperating in the review, analysis, and prosecution of the above matter(s), as same are more particularly described below;

NOW, THEREFORE, the parties to this Agreement do hereby individually and collectively agree, warrant, and covenant as follows:

1. The Agencies will in good faith reasonably cooperate in the sharing of information relating to the following and to share information developed by their respective staffs, attorneys, and consultants in relation thereto (the "Matters"):

A. Submitting collective comments on the Petition Of The Public Advocate's Office For Rulemaking To Amend General Order 133-D To Establish Minimum Service Quality Standards For All Essential Communications Services, dated September 29, 2021.

B. Depending upon the outcome of item A, and as further agreed among the Agencies, collectively filing a formal complaint with the CPUC regarding VOIP and broadband and customer service failures by Suddenlink/Altice within the Agencies' collective jurisdictions.

C. Engaging in such other activities as agreed upon by the Agencies and related to the subject matter of this Agreement including, but not limited to, education and advocacy with respect to Broadband or VOIP quality, service and regulation in California and in the geographic areas served by the Agencies.

2. One individual serving as in-house or contract general counsel for each Agency shall serve on a working group related to the Matters (the "Working Group"). The Working Group shall designate a subset of at least one of its members to serve as primary contact for outside legal counsel and consultants engaged in the Matters (the "Working Group Representative").

The Working Group shall meet from time-to-time to discuss the Matters, provide direction to the Working Group Representatives, receive reports, and ultimately form a collective recommendation for action to the governing bodies of each of the Agencies. Although the Working Group shall attempt to make all decisions in a collegial and consensus manner, any disputes within the Working Group shall be resolved based upon a vote of the members thereof weighted by the Cost Sharing Percentages defined in Paragraph 4 below. The Working Group recommendation shall be provided to the governing body of each of the Agencies by the representative designated by that Agency to serve on the Working Group; provided however, that nothing herein shall prevent or impede the ability of any representative of the Working Group, or any subgroup thereof, to provide a separate recommendation to the governing body of the Agency for which that representative(s) is employed recommending findings or courses of action independent of that provided in the Working Group.

3. The Working Group shall constitute the negotiating team which is hereby authorized on behalf of the Agencies, and each of the Agencies, to meet and confer with any party in relation to any matter which needs to be discussed or negotiated in relation to the Matters. To the extent that all members of the Working Group cannot or do not attend all negotiating sessions, those members of the Working Group attending said sessions shall utilize reasonable efforts to communicate the content and results of those meetings to the remaining members of the Working Group as soon as is reasonably possible.

4. All staff costs relating to the Working Group, vis-a-vis the Agencies, shall be borne by each of the Agencies for which the individual(s) is (are) employed. Nothing herein shall preclude, impede, or limit the ability of the Agencies, or any one thereof, to assess those costs to any other person/entity as may be appropriate. The out-of-pocket actual costs of outside attorneys, consultants, experts, and other personnel retained by the Agencies to act collectively on behalf thereof shall be borne by the Agencies in relation to the following proportion and percentages (the "Cost Sharing Formula"), including expenses of outside counsel, as described in paragraph 6, incurred prior to entry into this Agreement, unless otherwise agreed in writing:

Agency	Cost Sharing Formula
Placer County	1/6
Mono County	1/6
Nevada County	1/6
Inyo County	1/6
Town of Mammoth Lakes	1/6
Town of Truckee	1/6

The Working Group shall enter into agreements with the various attorneys, consultants, and experts retained by the Agencies to perform certain services relating to the Matters. The outside attorney, consultant, or expert, fees shall be billed directly to each Agency based upon the Cost Sharing Formula or, if not possible, shall be billed to one designated Agency which will then pay those expenses and receive reimbursement from the remaining Agencies pursuant to the Cost Sharing Formula within thirty (30) days of receipt of billing. Nothing herein shall limit the ability of any of the Agencies to employ any attorney, consultant, or expert to perform services outside of the scope of services which resound to the particular benefit of that Agency. Only those services which are approved by the Working Group as being for the common benefit of all the Agencies shall be paid pursuant to the Cost Sharing Formula. All other services requested by any specific Agency shall be billed to and paid by that specific Agency.

5. The Agencies agree, individually and jointly, that all information, economic analyses, financial analyses, technical analyses, legal analyses, legal opinions, studies, and other information developed by the Working Group and/or any attorneys, consultants, or experts employed by the Agencies, shall constitute the joint information and work product of all of the Agencies and shall not, under any circumstances, be claimed to be confidential for any purpose by one Agency vis-a-vis one or more of the other Agencies. It is the intent of this Agreement that all information, including without limitation, legal analyses, legal opinions, negotiations, and discussions with outside persons or entities, and internal discussions whether among representatives of a single Agency and an outside attorney and/or consultant employed pursuant to the provisions of this Agreement, or among representatives of several Agencies and an outside attorney and/or consultant, shall not be deemed to be confidential by one Agency vis-à-vis one or more of the other Agencies including, without limitation, any claim of a conflict of interest disablement on the part of any attorney and/or consultant employed by the Agencies, individually or collectively. Nothing herein shall cause any work product of any attorney, consultant, or expert employed by an individual Agency to perform services outside of the scope of work resounding to the benefit of the individual Agency to become joint information and work product within the meaning of this paragraph. Nothing herein shall waive or restrict the ability of any Agency to maintain a confidential attorney-client relationship, or other confidential relationship, with any attorney, consultant, or expert to the extent that attorney, consultant, or expert is retained by, and paid by, an individual Agency to perform services outside of the scope of work.

6. It is hereby jointly agreed and acknowledged that each of the Agencies has entered into an attorney-client relationship with Best Best & Krieger, LLP ("Outside Counsel") in relation to the Case. The Agencies, jointly and severally, hereby waive any conflict of interest, or potential conflict of interest, which may exist on the part of Outside Counsel based upon its joint representation of the Agencies in relation to the Matters with which they currently share a common interest whether or not that commonality continues into the future. More specifically, and without limitation, to the extent that any party desires to withdraw from this Agreement as provided in Paragraph 7, or take an action or recommendation other than that recommended by the Working Group, the parties hereto specifically agree that Outside Counsel will not be disabled, for any reason upon any theory, from pursuing any advocacy or claims, by litigation or otherwise, against Suddenlink/Altice, or any other party deemed appropriate by the Working Group, deemed necessary, reasonable, or desirable to implement and effectuate the

recommendations of the Working Group. Nothing herein shall authorize to represent any Agency in an action against another Agency.

7. Any Agency (the "Departing Agency") may withdraw from this Agreement upon the provision of five (5) days prior written notice to the remaining Agencies provided, however, the withdrawing party shall be responsible for its appropriate share of costs calculated pursuant to Paragraph 4 above for the time prior to withdrawal. Upon said withdrawal, the Cost Sharing Formula shall be recalculated to reflect a reallocation of future costs. The waivers and covenants contained in Paragraphs 5 and 6 as to the Departing Agency above shall survive departure and continued to bind the Departing Agency.

8. If, and to the extent, any other Agency requests to become a party to the Agreement (the "Requesting Party"), the Requesting Party shall meet and confer with the Agencies to discuss, among other things, potential amendments to the Agreement to allow the Requesting Party to join as a party to the Agreement. Prior to the addition of the Requesting Party as a party to this Agreement, the Requesting Party and the Agencies shall mutually agree upon an amendment of the Cost Sharing Formula set forth in Section 4, so that the Requesting Party can bear its fair share of the costs associated with this Agreement. No Requesting Party shall become a party to this Agreement, unless the Agencies unanimously consent in writing thereto.

9. The Agencies estimate that initial costs associated with work on the Matters will not exceed a total (for all Agencies) of \$20,000. However, the Working Group shall meet and confer as work proceeds to adjust this estimate as necessary. In the event it is anticipated that costs will exceed \$20,000, written amendment of this Agreement to adjust the estimate and memorialize the Agencies' agreement thereto shall be required. Any Agency not agreeing to such Amendment may withdraw pursuant to paragraph 6.

10. This Agreement may be executed in one or more counterparts by wet or electronic signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature page(s); all of such counterpart signature pages shall read as though one and they have the same force and effect as though all of the signers had signed a single signature page.

DATED: \_\_\_\_\_

COUNTY OF PLACER

By \_\_\_\_\_

Its \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF MONO

By \_\_\_\_\_

DATED: \_\_\_\_\_

Its: \_\_\_\_\_

COUNTY OF NEVADA

By \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF INYO

By \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MAMMOTH LAKES

By \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF TRUCKEE

By \_\_\_\_\_

Its: \_\_\_\_\_