

**SECOND AMENDMENT TO AGREEMENT FOR SPECIALIZED LEGAL
SERVICES BETWEEN THE
COUNTY OF MONTEREY & BEST, BEST & KRIEGER**

THIS AMENDMENT is made to the AGREEMENT for specialized legal services by and between Best, Best & Krieger, hereinafter "ATTORNEY", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, COUNTY and ATTORNEY previously entered into an agreement for specialized legal services regarding the Comcast Franchise audit, expiring Comcast Agreement, subsequent new Agreement with Comcast 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 Communications and Time Warner Cable, in the amount of \$35,000; and

WHEREAS, COUNTY and ATTORNEY wish to utilize the services of an expert in connection with matters related to the proposed merger of Charter Communications and Time Warner Cable, in the amount of \$15,000;

NOW THEREFORE, the COUNTY and ATTORNEY 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)*" 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 \$35,000 (Thirty-Five Thousand Dollars) for attorneys' fees and associated costs, and \$15,000 for the services of expert(s) in the telecommunications industry.*"
2. The expert identified to render services is Martin Roder.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on October 23, 2012, and the amended agreement executed by the County on January 13, 2016.

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

DATED: 1-15-2016

ATTORNEY

By [Signature]

DATED: 2-2-16

COUNTY

By [Signature]
Charles J. McKee, Esq.
County Counsel
County of Monterey

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

By [Signature]
Kathryn-Reimann *Rebecca M. Ceniceros*
Deputy County Counsel

DATED: Jan 26, 2016

~~APPROVED AS TO LIABILITY PROVISIONS~~
~~APPROVED AS TO INDEMNITY/~~
~~INSURANCE LANGUAGE~~
(Risk Management)

By [Signature]
Dated: 2/17/16

APPROVED AS TO FISCAL PROVISIONS

By [Signature]
(Auditor/Controller Office)

DATED: 2-5-16

REVIEWED BY COUNTY PURCHASING DEPT.

By [Signature]
(Purchasing)

DATED: 19 Feb 2016

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. 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 Comcast work referenced in the first sentence, except work related to the institutional network had been performed.

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).

Work will not exceed the budgeted amount of \$35,000 without County pre-approval, and ATTORNEY will plan work to the extent possible to work within the budget. However, because this is a contested proceeding, ATTORNEY cautions there may be costs it does not anticipate, or issues may arise which the County may wish to address but which require additional resources. In that event, ATTORNEY will consult with County regarding additional work, will provide you with an estimate of costs, and will proceed only upon receiving County's written approval to do so.

EXHIBIT B

FEEES AND EXPENSES

COUNTY shall pay ATTORNEY the fees for services performed under this Agreement. The fees shall be calculated and charged in accordance with the hourly rates method of billing identified below.

COUNTY will not pay ATTORNEY for travel time. Any expenses incurred and approved shall be reimbursed at cost.

ATTORNEY will bill monthly for work performed.

Joseph Van Eaton	\$355 per hour
Gail Karish	\$300 per hour
Thomas Oh	\$215 per hour
Joshua Nelson	\$245 per hour
Wendy Wang	\$255 per hour

Others as needed and approved in writing \$ 80 to \$ 320 per hour

Services and expenses including telephone, telecopier, postage, photocopying (not to exceed 5 cents per page for black and white copies and 10 cents per page for color copies), computerized research, computer services, messenger services, expert witness and consultant fees. All such fees to be billed at actual cost (except for photocopying, as noted above); prior written consent to be obtained prior to engaging any experts or consultants.

NOTE: All fees and costs stated herein shall include all applicable tax.

EXHIBIT C

CONFLICT OF INTEREST

ATTORNEY does not presently work for, or provide information to, a person or firm with an interest adverse to COUNTY with respect to the matter accepted. ATTORNEY currently represents Ocean Mist Farms in a variety of matters unrelated to the County, and expects to continue to represent Ocean Mist Farms in various matters. Ocean Mist Farms is located in the County of Monterey and has interests in water rights, among other issues, which may be affected by County decisions or actions. It is possible that in the future Ocean Mist and the COUNTY could become adverse to each other. If that occurs, ATTORNEY expects to represent Ocean Mist Farms against the COUNTY, as long as that future matter does not involve the matter which is the subject of this contract. By signing this agreement, COUNTY agrees not to provide any confidential information to ATTORNEY which is not related to the matter which is the subject of this contract. By signing this agreement, COUNTY agrees that if Ocean Mist and COUNTY become adverse in the future, ATTORNEY may represent Ocean Mist against the COUNTY without any additional written waiver as long as (a) the adverse matter is unrelated to the matter which is the subject of this contract, (b) the individual attorneys who work on the matter which is the subject of this Agreement do not represent Ocean Mist Farms against the COUNTY, and (c) ATTORNEY establishes an ethical wall between the individual attorneys representing the COUNTY and individual attorneys representing Ocean Mist Farms.

The actual or reasonably foreseeable adverse effects to the COUNTY of granting this prospective waiver are as follows:

- In the event of a conflict between Ocean Mist Farms and the COUNTY, ATTORNEY may be tempted to favor the interests of Ocean Mist Farms over the COUNTY.
- ATTORNEY'S exercise of independent judgment to the COUNTY may be impaired or clouded by relationship with Ocean Mist Farms.
- Individual attorneys from ATTORNEY could be conducting discovery against the COUNTY or appearing in court against the COUNTY at the same time that other individual attorneys from ATTORNEY are representing the COUNTY in the matter which is the subject of this contract.
- There may be an appearance of impropriety in our representation of both clients simultaneously.