

CONTRACT ROUTING SHEET

Date Prepared: 03/13/2009

Need Date: _____

PROCESSING DEPARTMENT:

Department: County Counsel
Dept. Contact: David A. Livingston
Phone #: 621-5770
Department
Head Signature: *David A. Livingston*

CONTRACTOR:

Name: Downey Brand, LLP
Address: 621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Phone: (916) 444-1000

CONTRACTING DEPARTMENT: County Counsel

Service Requested: Legal Services concerning El Dorado Hills Blvd. Interchange Project
Contract Term: _____ Contract Value: \$ _____
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 3/13/09 By: *DL*
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
HUMAN RESOURCES DEPT
09 MAR 13 PM 1:58

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 3/13/09 By: *DL*
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
HUMAN RESOURCES DEPT
09 MAR 13 PM 1:09

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

**AMENDMENT I TO
AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY AND
DOWNEY BRAND, LLP**

This Amendment I to that Agreement for Legal Services dated June 26, 2007, is made and entered into between EL DORADO COUNTY ("County"), a political subdivision of the State of California, and DOWNEY BRAND, LLP ("Attorney"), duly authorized to do business in the State of California, whose address is 621 Capitol Mall, Eighteenth Floor, Sacramento, California, 95814.

WHEREAS, Attorney has been engaged by County to advise, assist, and represent County in the claim and litigation from Yubacon, Inc., concerning the El Dorado Hills Boulevard Interchange project and all necessary or related court proceedings in mediation, arbitration, or superior court, in accordance with the Agreement for Legal Services dated June 26, 2007 ("Agreement"), incorporated herein and made by reference a part hereof;


WHEREAS, the parties hereto have mutually agreed to amend Section 4 of the Agreement addressing the parties respective responsibilities for advancing certain litigation expenses.

NOW THEREFORE, the parties do hereby agree that the second paragraph of Section 4 of the Agreement shall be amended as follows:

Mileage will be billed at the IRS reimbursable rate; however, Attorney shall not bill for travel time or mileage from its Stockton office to its Sacramento office and vice-versa. County shall reimburse Attorney for the reasonable costs of long distance telephone calls, mailing, photocopying, legal research on electronic databases, and, upon prior approval, for extraordinary photocopying and extraordinary facsimile transmissions. Other reasonable, customary and necessary expenses in an individual amount less than or equal to \$500, including but not limited to statutory fees, witness fees, reporters' per diem and transcription fees, jury fees, and expenses of serving process, shall be advanced by Attorney and reimbursed by County. Any such expenses in an individual amount greater than \$500 may be invoiced to County as an "incurred but unpaid" expense and, upon receipt of payment from County, Attorney shall directly pay the subject expense. Expert consultants and witnesses may be retained by Attorney with the County's prior approval.

Except as herein amended, all other parts and sections of the Agreement shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Louis B. Green
County Counsel

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

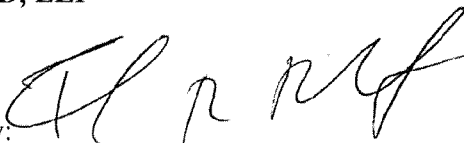
ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

-- DOWNEY BRAND, LLP --

Dated: 03-04-09

By: 
Frank R. Perrott, Partner
State Bar Number 166846
"Attorney"