

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

This Amendment I to that Agreement for Legal Services 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 and the State of Nevada, whose address is 100 W. Liberty Street, Suite 900, Reno, Nevada, 89501.

**WHEREAS**, Attorney has been engaged by County to advise, assist, and represent County in the claim and litigation from MV Transportation, Inc. v. South Tahoe Area Transit Authority, et al., and related bankruptcy proceedings of South Tahoe Area Transit Management Authority, Bankruptcy Case Number 10-53666-gwz and all necessary or related court proceedings in mediation, arbitration, or state or federal court, in accordance with the Agreement for Legal Services, approved by the County August 24, 2010 (“Agreement”), incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto have mutually agreed to amend Section 4 to delete certain named personnel and billing rates and add new categories and billing rates, and to amend Section 12 to reflect Attorney’s new address;

**NOW THEREFORE**, the parties do hereby agree that the Agreement shall be amended as follows:

Section 4, entitled Compensation and Billings shall be amended to read as follows:

4. **Compensation and Billings.** Compensation for all professional services to be rendered under this Agreement shall be billed at an hourly rate as follows:

Sallie Armstrong, partner	\$400.00
All other partners	\$315.00-\$340.00
Associates	\$235.00-\$265.00
Paralegals	\$135.00

Mileage will be billed at the IRS reimbursable rate; however, Attorney shall not bill for travel time or mileage from its Sacramento office to Nevada 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 facsimile transmissions. Other reasonable, customary and necessary expenses, 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 with the County’s approval.

Attorney shall submit to County for County Counsel's review and approval a confidential itemized statement of services rendered and costs incurred under this Agreement monthly. Such statement shall describe the nature of the services rendered, and specify the time expended in rendering such services, calculated in one-quarter (.25) hour segments or smaller. Provided, however, that in the Attorney's discretion, such statements need not be submitted until the total amount due exceeds Five Hundred Dollars (\$500.00). Attorney shall keep time records for a minimum period of three (3) years and make them available for review and internal audit by the County, and its auditors.

Section 12, entitled Contract Administrator and Notice shall be amended to replace the address for Attorney, deleting 427 West Plumb Lane, Reno, Nevada 89509 and replacing it with 100 W. Liberty Street, Suite 900, Reno, Nevada, 89501.

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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 effective date of this Amendment is July 1, 2012.

**- - COUNTY OF EL DORADO - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John Knight, Chairman  
Board of Supervisors  
"County"

ATTEST:

Terri Daly, Acting Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

**- - DOWNEY BRAND, LLP - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sallie B. Armstrong, Partner  
Nevada State Bar Number 1243  
"Attorney"