

FIRST AMENDMENT
TO AGREEMENT NO. C0872
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND BDG LAW GROUP

THIS FIRST AMENDMENT to Agreement No.C0872 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and BDG LAW GROUP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0872 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0872 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

BDG LAW GROUP

Date: _____

By: _____
Brian Bergman, Shareholder

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

BERGMAN DACEY GOLDSMITH AGREEMENT NO. C0872

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|-----------------------|-------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Greg Bergman | Shareholder | \$415 | \$432 | \$449 | \$467 |
| Brian Bergman | Shareholder | \$415 | \$432 | \$449 | \$467 |
| Robert Bergman | Of Counsel | \$400 | \$416 | \$433 | \$450 |
| Richard Fond | Of Counsel | \$400 | \$416 | \$433 | \$450 |
| Matt Hicks | Of Counsel | \$400 | \$416 | \$433 | \$450 |
| Jason Barbato | Of Counsel | \$400 | \$416 | \$433 | \$450 |
| Elina Antoniou | Of Counsel | \$400 | \$416 | \$433 | \$450 |
| Lisa Delorme | Of Counsel | \$400 | \$416 | \$433 | \$450 |
| Marina Melikyan | Associate | \$325 | \$338 | \$352 | \$366 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Shareholder | \$415 | \$432 | \$449 | \$467 |
| Of Counsel | \$400 | \$416 | \$433 | \$450 |
| Senior Associate | \$375 | \$390 | \$406 | \$422 |
| Junior Associate | \$325 | \$338 | \$352 | \$366 |
| Paralegal | \$150 | \$156 | \$163 | \$170 |

FIRST AMENDMENT
TO AGREEMENT NO. C0873
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND BEST BEST & KRIEGER LLP

THIS FIRST AMENDMENT to Agreement No.C0873 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and BEST BEST & KRIEGER ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0873 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0873 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____

Secretary

BEST BEST & KRIEGER LLP

Date: _____

By: _____

Scott Campbell, Partner

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

BEST, BEST & KRIEGER LLP AGREEMENT NO. C0873

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|-----------------------|-----------|-----------------------|-----------------------|-----------------------|-----------------------|
| Scott Campbell | Partner | \$450 | \$468 | \$487 | \$506 |
| Glen W. Price | Partner | \$450 | \$468 | \$487 | \$506 |
| Cynthia M. Germano | Partner | \$450 | \$468 | \$487 | \$506 |
| Guillermo A. Frias | Partner | \$450 | \$468 | \$487 | \$506 |
| Charity B. Schiller | Partner | \$450 | \$468 | \$487 | \$506 |
| Christopher Pisano | Partner | \$450 | \$468 | \$487 | \$506 |
| Alexander M. Brand | Associate | \$365 | \$380 | \$395 | \$411 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Partner | \$450 | \$468 | \$487 | \$506 |
| Of Counsel | \$420 | \$437 | \$454 | \$472 |
| Associate | \$365 | \$380 | \$395 | \$411 |
| Paralegal, Law Clerk and Analyst | \$205 | \$213 | \$222 | \$231 |

FIRST AMENDMENT
TO AGREEMENT NO. C0875
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

THIS FIRST AMENDMENT to Agreement No.C0875 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

“This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement.”

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to “Exhibit A” shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0875 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA’s Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0875 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

Date: _____

By: _____
Barbara Gadbois, Partner

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

**GIBBS GIDEN
LOCHER TURNER SENET & WITTBRODT LLP
AGREEMENT NO. C0875**

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|------------------------------|---------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Barbara Gadbois | Partner | \$440 | \$458 | \$476 | \$495 |
| Richard Wittbrodt | Partner | \$440 | \$458 | \$476 | \$495 |
| Sara Kornblatt | Partner | \$440 | \$458 | \$476 | \$495 |
| Michele A. Ellison | Sr. Associate | \$440 | \$458 | \$476 | \$495 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 To 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|---|------------------------------|------------------------------|------------------------------|------------------------------|
| Partner | \$440 | \$458 | \$476 | \$495 |
| Associate (5 th year and up) | \$440 | \$458 | \$476 | \$495 |
| Associate (4 th year/below) | \$380 | \$395 | \$411 | \$427 |
| Paralegals/Law Clerks | \$185 | \$192 | \$200 | \$208 |

FIRST AMENDMENT
TO AGREEMENT NO. C0877
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND HAWKINS DELAFIELD & WOOD LLP

THIS FIRST AMENDMENT to Agreement No.C0877 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and HAWKINS DELAFIELD & WOOD LLP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0877 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0877 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____

Secretary

HAWKINS DELAFIELD & WOOD LLP

Date: _____

By: _____

Melanie Murakami, Partner

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

HAWKINS DELAFIELD & WOOD LLP AGREEMENT NO. C0877

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|------------------------------|--------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Melanie Murakami | Partner | \$595 | \$619 | \$644 | \$670 |
| Sam Litton | Partner | \$595 | \$619 | \$644 | \$670 |
| John Pirog | Partner | \$595 | \$619 | \$644 | \$670 |
| Joe Sullivan | Partner | \$595 | \$619 | \$644 | \$670 |
| Diane Quan | Partner | \$595 | \$619 | \$644 | \$670 |
| Brian Garzione | Partner | \$595 | \$619 | \$644 | \$670 |
| Russ Miller | Tax Attorney | \$595 | \$619 | \$644 | \$670 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Partners | \$595 | \$619 | \$644 | \$670 |
| Tax Attorneys | \$595 | \$619 | \$644 | \$670 |
| Associates | | | | |
| Paralegals | | | | |

FIRST AMENDMENT
TO AGREEMENT NO. C0878
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND KUTAK ROCK LLP

THIS FIRST AMENDMENT to Agreement No.C0878 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and KUTAK ROCK LLP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0878 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0878 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

KUTAK ROCK LLP

Date: _____

By: _____
Michael Thomas, Partner

APPROVED AS TO FORM
_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

KUTAK ROCK LLP AGREEMENT NO. C0878

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|-----------------------|----------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Michael Thomas | Partner | \$500 | \$520 | \$541 | \$563 |
| Michael Reppe | Partner | \$500 | \$520 | \$541 | \$563 |
| Sam Balisy | Partner | \$525 | \$546 | \$568 | \$591 |
| Ryan Jardine | Partner | \$425 | \$442 | \$460 | \$478 |
| Pardis Farrokhyar | Staff Attorney | \$375 | \$390 | \$406 | \$478 |
| Larry Carlile | Partner (Tax) | \$625 | \$650 | \$676 | \$703 |
| Mattias Edrich | Partner (Tax) | \$600 | \$624 | \$649 | \$675 |
| Elizabeth Partlow | Associate | \$325 | \$338 | \$352 | \$366 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Partners | \$500 | \$520 | \$541 | \$563 |
| Staff Attorney | \$375 | \$390 | \$406 | \$478 |
| Associates | \$325 | \$338 | \$352 | \$366 |
| Tax Partners | \$600 | \$624 | \$649 | \$675 |
| Paralegals | \$250 | \$260 | \$270 | \$280 |

FIRST AMENDMENT
TO AGREEMENT NO. C0879
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND NIXON PEABODY LLP

THIS FIRST AMENDMENT to Agreement No.C0879 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and NIXON PEABODY LLP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0879 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0879 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____

Secretary

NIXON PEABODY LLP

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2023

HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____

Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

NIXON PEABODY LLP AGREEMENT NO. C0879

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|-----------------------|-----------|-----------------------|-----------------------|-----------------------|-----------------------|
| Jade Turner-Bond | Partner | \$600 | \$624 | \$649 | \$675 |
| Travis Gibbs | Partner | \$600 | \$624 | \$649 | \$675 |
| Daniel Deaton | Partner | \$600 | \$624 | \$649 | \$675 |
| Joel Swearingen | Partner | \$600 | \$624 | \$649 | \$675 |
| David Song | Associate | \$450 | \$468 | \$487 | \$506 |
| Janelle Walker | Associate | \$450 | \$468 | \$487 | \$506 |
| Stuart Clapp | Paralegal | \$250 | \$260 | \$270 | \$281 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Partner | \$600 | \$624 | \$649 | \$675 |
| Counsel | \$500 | \$520 | \$541 | \$563 |
| Associate | \$450 | \$468 | \$487 | \$506 |
| Paralegal | \$250 | \$260 | \$270 | \$281 |

FIRST AMENDMENT
TO AGREEMENT NO. C0880
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND NOSSAMAN LLP

THIS FIRST AMENDMENT to Agreement No.C0880 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and NOSSAMAN LLP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Section IV. COMPENSATION, Subsection A. Not To Exceed Amount, is here by removed and replaced in its entirety, as follow:

"For the services rendered to ACTA by Outside Counsel pursuant to this Agreement, ACTA shall pay Outside Counsel at hourly rates not-to-exceed the hourly rates attached hereto as Exhibit A, which rates shall remain in effect for the term of this Agreement. All fees and expenses billed pursuant to this Agreement shall not exceed One Million Seventy Thousand Dollars (\$1,070,000) ("NTE amount") without prior mutual agreement of the parties and a written amendment."

3. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0883 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0880 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

NOSSAMAN LLP

Date: _____

By: _____
Karla MacCary, Partner

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

NOSSAMAN LLP AGREEMENT NO. C0880

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|-----------------------|-----------|-----------------------|-----------------------|-----------------------|-----------------------|
| Karla MacCary | Partner | \$550 | \$572 | \$595 | \$619 |
| Elinor Eizdi | Partner | \$540 | \$562 | \$584 | \$607 |
| David Graeler | Partner | \$550 | \$572 | \$595 | \$619 |
| Gabriela Perez | Associate | \$440 | \$458 | \$476 | \$495 |
| Paolo Hermoso | Associate | \$440 | \$458 | \$476 | \$495 |
| Jenna Vallador | Paralegal | \$260 | \$270 | \$281 | \$292 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Partner/Of Counsel | \$550 | \$572 | \$595 | \$619 |
| Senior Associate/Associate | \$440 | \$458 | \$476 | \$495 |
| Paralegal | \$260 | \$270 | \$281 | \$292 |

FIRST AMENDMENT
TO AGREEMENT NO. C0881
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND O'MELVENY & MEYERS LLP

THIS FIRST AMENDMENT to Agreement No.C0881 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and O'MELVENY & MEYERS LLP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0881 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0881 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____

Secretary

O'MELVENY & MEYERS LLP

Date: _____

By: _____

M. Elizabeth Dubeck, Partner

APPROVED AS TO FORM

_____, 2023

HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____

Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

O'MELVENY & MYERS LLP AGREEMENT NO. C0881

The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|---|------------------------------|------------------------------|------------------------------|------------------------------|
| Partner/Of Counsel | \$816 | \$849 | \$883 | \$918 |
| Sr. Associate (5 th year and up) | \$738 | \$768 | \$799 | \$831 |
| Associate (4 th year and below) | \$666 | \$693 | \$721 | \$750 |
| Paralegal | \$290 | \$302 | \$314 | \$327 |

FIRST AMENDMENT
TO AGREEMENT NO. C0897
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

THIS FIRST AMENDMENT to Agreement No.C0897 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and SHEPPARD, MULLIN, RICHTER & HAMPTON LLP ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Section IV. COMPENSATION, Subsection A. Not To Exceed Amount, is here by removed and replaced in its entirety, as follow:

"For the services rendered to ACTA by Outside Counsel pursuant to this Agreement, ACTA shall pay Outside Counsel at hourly rates not-to-exceed the hourly rates attached hereto as Exhibit A, which rates shall remain in effect for the term of this Agreement. All fees and expenses billed pursuant to this Agreement shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000) ("NTE amount") without prior mutual agreement of the parties and a written amendment."

3. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0897 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0897 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

Date: _____

By: _____
Tim Reimers, Esq.
Senior Partner

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP AGREEMENT NO. C0897

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|-----------------------|-----------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Timothy Reimers | Senior Partner | \$750 | \$780 | \$811 | \$843 |
| Kendra Leghart | Special Counsel | \$650 | \$676 | \$703 | \$731 |
| Rachel Cheong | Associate | \$450 | \$468 | \$487 | \$505 |
| Audrey Danciger | Paralegal | \$225 | \$234 | \$243 | \$253 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|---|-----------------------|-----------------------|-----------------------|-----------------------|
| Senior Partner/Of Counsel (20+ years) | \$750 | \$780 | \$811 | \$843 |
| Partners/Special Counsel (less than 20 years) | \$650 | \$676 | \$703 | \$731 |
| Senior Associate (5+ years) | \$550 | \$572 | \$595 | \$619 |
| Associate (1-4 years) | \$450 | \$468 | \$487 | \$505 |
| Paralegal | \$225 | \$234 | \$243 | \$253 |

FIRST AMENDMENT
TO AGREEMENT NO. C0883
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND THEODORA ORINGHER PC

THIS FIRST AMENDMENT to Agreement No. C0883 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and THEODORA ORINGHER PC ("Outside Counsel") as follows:

1. Section II. Term of Agreement is hereby removed and replaced in its entirety, as follows:

"This term of this agreement shall commence as of July 1, 2018 and shall be for a term of ten years, through June 30, 2028, unless earlier terminated or extended as provided elsewhere in this Agreement."

2. Exhibit A-1 is attached hereto and made a part of the Agreement. The rates set forth in Exhibit A-1 shall be applied to services provided by Outside Counsel during the time period July 1, 2023 to June 30, 2028. All references in the Agreement to "Exhibit A" shall include Exhibit A-1.

Except as amended herein, all remaining terms and conditions of Agreement No. C0883 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0883 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____

Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____

Secretary

THEODORA ORINGHER PC

Date: _____

By: _____

Kevin Dorse, Managing Partner

APPROVED AS TO FORM

_____, 2023
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A-1

THEODORA ORINGHER PC AGREEMENT NO. C0883

A. The hourly rates for each authorized timekeeper shall not exceed the following amounts, as provided for each year of the agreement.

| Authorized Timekeeper | Title | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2026 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|-----------------------|-----------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Kevin Dorse | Senior Attorney | \$535 | \$556 | \$578 | \$601 |
| Erich Luschei | Senior Attorney | \$535 | \$556 | \$578 | \$601 |
| Scott Behrendt | Senior Attorney | \$535 | \$556 | \$578 | \$601 |
| Robert Briseño | Senior Attorney | \$535 | \$556 | \$578 | \$601 |
| Jin Oh | Associate | \$435 | \$452 | \$470 | \$489 |
| Caroline Wong | Associate | \$435 | \$452 | \$470 | \$489 |

B. The hourly rate for each timekeeper category shall not exceed the following amounts, as provided for each year of the agreement.

| Timekeeper Category | 7/1/2023 to 6/30/2025 | 7/1/2025 to 6/30/2026 | 7/1/2027 to 6/30/2027 | 7/1/2027 to 6/30/2028 |
|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Senior Attorney | \$535 | \$556 | \$578 | \$601 |
| Associate | \$435 | \$452 | \$470 | \$489 |
| Paralegal | \$225 | \$234 | \$243 | \$253 |