

# Attachment B

## THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARPENTER, ROTHANS & DUMONT, LLP

This Third Amendment (“Third Amendment”) to the Professional Services Agreement dated June 5, 2024 is made and entered into by and between the City of San Bernardino (“City”) and Carpenter, Rothans & Dumont LLP (“Consultant”) as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
  - a. On July 18, 2022, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Estate of R. Adams v. City of San Bernardino, et al., United States District Court, Case No. 5:22-02206-JGB-SP (“Original Agreement”).
  - b. On May 31, 2023 the City entered into the first amendment to the agreement for a total not to exceed \$100,000. (“First Amendment”)
  - c. On January 23, 2024 the City entered into the second amendment to the agreement for a total not to exceed \$250,000. (“Second Amendment”)
  - d. The City and Consultant now desire to increase the amount of the Original Agreement.
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$49,999 to \$350,000.
3. Except as modified by this Third Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: CARPENTER, ROTHANS & DUMONT, LLP

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By: Steve Rothans,  
Its: Partner

Dated: CITY OF SAN BERNARDINO

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By: Rochelle Clayton  
Its: Acting City Manager

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO  
AND ATKINSON, ANDELSON, LOYA, RUUD AND ROMO**

This Third Amendment (“Third Amendment”) to the Professional Services Agreement dated June 5, 2024 is made and entered into by and between the City of San Bernardino (“City”) and Atkinson, Andelson, Loya, Rudd & Romo PC (“Consultant”) as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
  - a. On July 14, 2022, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Brian Pellis, et al. v. City of San Bernardino, et al., Case No. CIVSB2226731 (“Original Agreement”).
  - b. On November 1, 2023, the City entered into the first amendment to the agreement for a total not to exceed \$100,000. (“First Amendment”)
  - c. On January 23, 2024 the City entered into the second amendment to the agreement for a total not to exceed \$250,000. (“Second Amendment”)
  - d. The City and Consultant now desire to increase the amount of the Original Agreement.
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$49,999 to \$500,000.
3. Except as modified by this Third Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Dated: ATKINSON, ANDELSON, LOYA, RUUD AND ROMO

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By: Irma Rodriguez Moisa,  
Its: Partner

Dated: CITY OF SAN BERNARDINO

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By: Rochelle Clayton  
Its: Acting City Manager