

SECOND AMENDMENT TO THE LEGAL SERVICES AGREEMENT
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

This Second Amendment (“Second Amendment”) to the Professional Services Agreement dated April 19, 2023 is made and entered into by and between the City of San Bernardino (“City”) and Atkinson, Andelson, Loya, Ruud & Romo (“Consultant”) as of the last date set forth below.

1. This Amendment is made with respect to the following facts and purposes:
 - a. On August 28, 2020, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Jackie Aboud v. John Valdivia, et al., San Bernardino Superior Co. Case No. CIVDS 2013562 (“Original Agreement”).
 - b. On May 05, 2021, the City and Consultant entered into a First Amendment to the Professional Services Agreement (First Amendment).
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$175,000 to \$325,000.
3. Except as modified by this Second Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Second 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: _____, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Irma Rodriguez Moisa,
Its: Partner

Dated: _____, 2023

CITY OF SAN BERNARDINO

By: Charles McNeely
Its: City Manager

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1. This Amendment is made with respect to the following facts and purposes:
 - a. On January 27, 2021, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Matthew Brown v. John Valdivia, et al., San Bernardino Superior Co. Case No. CIVDS 2025900 ("Original Agreement").
 - b. On May 05, 2021, the City and Consultant entered into a First Amendment to the Professional Services Agreement (First Amendment).
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$150,000 to \$300,000.
3. Except as modified by this Second Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Second 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: _____, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Irma Rodriguez Moisa,
Its: Partner

Dated: _____, 2023

CITY OF SAN BERNARDINO

By: Charles McNeely
Its: City Manager

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1. This Amendment is made with respect to the following facts and purposes:
 - a. On August 28, 2020, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Karen Cervantes v. John Valdivia, et al., San Bernardino Superior Co. Case No. CIVDS 2012538 ("Original Agreement").
 - b. On May 05, 2021, the City and Consultant entered into a First Amendment to the Professional Services Agreement (First Amendment).
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$200,000 to \$350,000.
3. Except as modified by this Second Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Second 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: _____, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Irma Rodriguez Moisa,
Its: Partner

Dated: _____, 2023

CITY OF SAN BERNARDINO

By: Charles McNeely
Its: City Manager

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1. This Amendment is made with respect to the following facts and purposes:
 - a. On August 28, 2020, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Mirna Cisneros v. John Valdivia, et al., San Bernardino Superior Co. Case No. CIVDS 2012926 ("Original Agreement").
 - b. On May 05, 2021, the City and Consultant entered into a First Amendment to the Professional Services Agreement (First Amendment).
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$250,000 to \$450,000.
3. Except as modified by this Second Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Second 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: _____, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Irma Rodriguez Moisa,
Its: Partner

Dated: _____, 2023

CITY OF SAN BERNARDINO

By: Charles McNeely
Its: City Manager

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WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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1. This Amendment is made with respect to the following facts and purposes:
 - a. On January 27, 2021, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Don Smith v. John Valdivia, et al., San Bernardino Superior Co. Case No. CIVDSB 2025375 ("Original Agreement").
 - b. On May 05, 2021, the City and Consultant entered into a First Amendment to the Professional Services Agreement (First Amendment).
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$150,000 to \$300,000.
3. Except as modified by this Second Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Second 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: _____, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Irma Rodriguez Moisa,
Its: Partner

Dated: _____, 2023

CITY OF SAN BERNARDINO

By: Charles McNeely
Its: City Manager

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1. This Amendment is made with respect to the following facts and purposes:
 - a. On January 14, 2021, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Sedna Moseley v. City of San Bernardino, et al., San Bernardino Superior Co. Case No. CIVDS 2022209 (“Original Agreement”).
 - b. On March 13 2022, the City and Consultant entered into a First Amendment to the Professional Services Agreement (First Amendment).
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$150,000 to \$175,000.
3. Except as modified by this Second Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Second 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: _____, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Irma Rodriguez Moisa,
Its: Partner

Dated: _____, 2023

CITY OF SAN BERNARDINO

By: Charles McNeely
Its: City Manager

FOURTH AMENDMENT TO THE LEGAL SERVICES AGREEMENT
WITH LYNBERG & WATKINS

This Fourth Amendment ("Fourth Amendment") to the Professional Services Agreement dated April 19, 2023 is made and entered into by and between the City of San Bernardino ("City") and Lynberg & Watkins ("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 08, 2019, the City and Consultant entered into a Services Agreement for the provision of legal services pertaining to Gary Saenz, et al. v. City of San Bernardino, et al., San Bernardino Superior Co. Case No. CIVDS 20003802 ("Original Agreement").
 - b. On February 26, 2020, the City and Consultant entered into a First Amendment to the Professional Services Agreement (First Amendment).
 - c. On July 15, 2020, the City and Consultant entered into a Second Amendment to the Professional Services Agreement (Second Amendment).
 - d. On August 17, 2022, the City and Consultant entered into the Third Amendment to the Professional Services Agreement (Third Amendment).
2. The Original Agreement is hereby amended to increase the total not to exceed amount from \$150,000 to \$225,000.
3. Except as modified by this Fourth Amendment, all provisions of the Original Agreement shall remain in full force and effect for the term thereof.
4. This Fourth 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: _____, 2023

LYNBERG & WATKINS

By: S. Frank Harrell
Its: Partner

Dated: _____, 2023

CITY OF SAN BERNARDINO

By: Charles McNeely
Its: City Manager