



**Contract Number**

24-176 A1

**SAP Number**

**County Counsel**

<b>Department Contract Representative</b>	Eva Magana
<b>Telephone Number</b>	909-387-5456
<b>Contractor</b>	Reed Smith LLP
<b>Contractor Representative</b>	Keith Meyer
<b>Telephone Number</b>	213-457-8049
<b>Contract Term</b>	10/05/23-10/04/27
<b>Original Contract Amount</b>	\$3,000,000
<b>Amendment Amount</b>	\$3,000,000
<b>Total Contract Amount</b>	\$6,000,000
<b>Cost Center</b>	7310004096
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 24-176, as follows:

**WHEREAS**, County of San Bernardino, hereinafter called County, and Reed Smith, LLP entered that certain Contract No. 24-176 for services to assist in the representation of the County in administrative actions and civil actions (and the threat of same) in connection with insurance recovery related to defense and settlement costs incurred in association with six matters;

**WHEREAS**, the County and Reed Smith LLP hereby agree that this Amendment No. 1 to Contract No. 24-176 amends Contract No. 24-176 as follows:

Paragraph 2, subdivision e, is hereby amended to read as follows:

The total compensation payable under this Agreement shall not exceed \$6,000,000 absent the County's approved amendment of this Agreement to increase the compensation payable hereunder. The parties agree that Attorneys are not required to or expected to perform services under this Agreement for which they are not compensated.

Paragraph 5, is hereby amended to read as follows:

Term and Termination. This Agreement shall commence on October 5, 2023 and shall remain in full force and effect until October 4, 2027, unless terminated as follows: County reserves the right in its sole discretion to terminate this Agreement at any time County Counsel deems necessary or advisable upon thirty (30) days' notice to the Attorneys. In order that the County may have sufficient time to obtain replacement counsel, Attorneys reserve the right in their sole discretion to terminate this Agreement at any time Attorneys deem necessary or advisable upon thirty (30) days' notice to the County. Upon receipt or giving of such notice of termination, Attorneys shall provide no further services to County without specific request or authorization of the County Counsel. Services of Attorneys hereunder shall not be deemed terminated until Attorneys have had an opportunity to, and upon receipt or giving of such notice of termination Attorneys are hereby authorized to, obtain leave of court to withdraw from any court proceeding concerning which Attorneys are attorney of record for County. In the event of any termination of this Agreement, Attorneys shall immediately provide County Counsel with all materials, documents and work product related to services performed under this Agreement that have not previously been provided to County Counsel. All such materials, documents and work product related to services performed under this Agreement are and shall remain the property of the County. Unless otherwise directed by the County Counsel, Attorneys may retain copies of such items.

All other terms and provisions of the Agreement No. 24-176 remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one of the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, the Attorneys have caused their name to be hereunto subscribed by their proper officer thereunto duly authorized.

SAN BERNARDINO COUNTY

►

\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

REED SMITH LLP

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►

\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Keith Meyer  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title Partner  
\_\_\_\_\_  
(Print or Type)

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

Address 515 S. Flower Street  
\_\_\_\_\_  
Los Angeles, CA 90071  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

\_\_\_\_\_  
Laura Feingold, Chief Assistant County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

►

\_\_\_\_\_  
Date \_\_\_\_\_