



Contract Number

21-125 A2

SAP Number

County Counsel

Department Contract Representative Eva Magana
Telephone Number 909-387-5455

Contractor Kaplan Kirsch LLP (formerly Kaplan, Kirsch & Rockwell LLP)
Contractor Representative Thomas A. Bloomfield, esq.
Telephone Number 303-825-7000
Contract Term February 9, 2021-February 8, 2025
Original Contract Amount \$3,400,000
Amendment Amount _____
Total Contract Amount \$3,400,000
Cost Center _____
Grant Number (if applicable) _____

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

This Amendment No. 2 dated December 17, 2024 is made by and between Kaplan Kirsch LLP (formerly Kaplan, Kirsch & Rockwell LLP) (Attorneys) and San Bernardino County (County) as follows:

Section 5. of the Agreement, entitled "Term and Termination." shall be amended as follows:

The term of this Agreement commences February 9, 2021 through February 8, 2026, and may be extended by mutual written agreement of the Parties for one additional one-year term. This Agreement may be terminated before expiration as follows: County reserves the right in its sole discretion to terminate this Agreement at any time County Counsel deems necessary or advisable upon ten (10) 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 deems 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 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 and 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 San Bernardino County and the Attorneys have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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

Kaplan Kirsch LLP

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

By ► _____
(Authorized signature - sign in blue ink)

Name Thomas A. Bloomfield
(Print or type name of person signing contract)

Title Partner
(Print or Type)

Dated: _____

Address 1675 Broadway, Suite 2300
Denver, CO 80208

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Maria Insixiengmay, County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Date _____