

## FIRST AMENDMENT TO CONSULTING AGREEMENT

THIS FIRST AMENDMENT TO CONSULTING AGREEMENT (the "First Amendment") is made and entered into by and between the City of San Clemente, hereinafter referred to as "CITY", and Public Safety Consulting, Inc. hereinafter referred to as "CONSULTANT". CITY and CONSULTANT may be also be referred to herein individually as "Party" or collectively as "Parties".

### 1. RECITALS.

1.1 Agreement. On November 8, 2021, the Parties entered into that certain Consulting Agreement in connection with an independent administrative investigation of allegations of employee misconduct ("Agreement").

1.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the total amount of compensation under the Agreement.

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONSULTANT agree as follows:

### 2. TERMS.

2.1 Contract Price and Payment. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"CITY shall compensate CONSULTANT for the performance of services under this Agreement as designated in Exhibit "B", incorporated herein by reference, for a total not-to-exceed twenty seven thousand dollars (\$27,000.00). CONSULTANT shall be entitled to reimbursement for all reasonable and necessary expenses incurred by Public Safety Consulting, INC. in the performance of legal services in accordance with Exhibit "B".

2.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

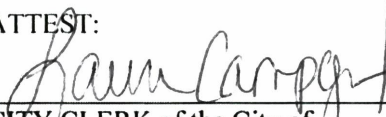
\*\*\*Signatures on following page\*\*\*

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed by their representatives as follows:

CITY OF SAN CLEMENTE

By: 

ATTEST:

  
Karm Campagna  
CITY CLERK of the City of San Clemente, California

Its: CITY MANAGER

Dated: 4/4, 2022

APPROVED AS TO FORM:  
Best Best & Krieger, LLP

By:   
Scott C. Smith, City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING

By:   
Finance Authorization

PUBLIC SAFETY CONSULTING, INC.

By:   
Betty P. Kelepecz, Esq., President

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

The fee for Attorney/Investigator's service is 1) \$325 per hour, portal to portal, plus expenses; 2) mileage at the IRS business rate; 3) assignments that require travel and extended stay will require prior approval of the CONTRACTOR; 4) professional services provided by third party vendor (transcriber, proofreader) provided at actual cost with prior approval of CONTRACTOR. The CONSULTANT shall send monthly invoices for services performed and costs incurred to the CONTRACTOR.

In the event the investigator is required to provide testimony at a post-investigation hearing; deposition; or trial, the fee is \$475.00 per hour (four hours minimum) plus expenses.

Additionally, CONSULTANT will have the option of: (a) having CONTRACTOR'S attorney representing the investigating attorney at deposition at CONTRACTOR'S expense with CONTRACTOR paying the fees directly to the CONTRACTOR'S attorney; or (b) engaging an attorney of its choice to represent the investigating attorney with CONTRACTOR reimbursing the CONSULTANT for 90% of the fees and expense. If the CONSULTANT elects to hire its own attorney, the hourly rate shall be no greater than 90% of the hourly rate of CONTRACTOR'S lead attorney.

The CONTRACTOR shall be invoiced on thirty-day basis for all services provided by the INVESTIGATOR(S).