

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND HR&A ADVISORS, INC

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of March 3, 2025, by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and HR&A Advisors, Inc. (“Consultant”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On February 1, 2024, City and Consultant entered that certain Consulting Services Agreement (“Agreement”) whereby Consultant agreed to study displacement of commercial and residential tenants in South San Francisco and provide anti-displacement recommendations to the City Council. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. On July 8, 2024, City and Consultant amended the Agreement with the FIRST AMENDMENT (“First Amendment”) to allow the Consultant to access confidential sales and use and transactions data as background research to study displacement of commercial tenants. A true and correct copy of the First Amendment and its exhibits is attached as Exhibit B.

C. City and Consultant now desire to further amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Consultant hereby agree as follows:

1. All terms which are defined in the Agreement and First Amendment shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 2: Compensation. Section 2 of the Agreement shall be amended such that the City agrees to pay Consultant a sum not to exceed \$ 437,720, with the understanding that up to \$387,600.00 has already been authorized and an additional \$32,120.00 has been requested to cover budget calculation errors, use of a principal with commensurate hourly rate for community engagement at City’s request, and increased travel expense for the Agreement. Additionally, the amount includes \$18,000 in contingency funds to cover facilitation for up to two (2) additional CAC meetings and the preparation of all materials needed to support these meetings.

Consultant agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

All other terms, conditions and provisions in the Agreement and First Amendment remain in full force and effect. If there is a conflict between the terms of this Second Amendment and the Agreement and First Amendment, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONSULTANT

By: _____
Sharon Ranals, City Manager

By: _____
Amitabh Barthakur, Partner
HR&A Advisors, Inc.

Attest:

City Clerk

Approved as to Form:

By: _____
City Attorney