

**EXHIBIT B**

**(First Amendment to Agreement)**

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN  
FRANCISCO AND RAIMI + ASSOCIATES**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of July 31, 2020 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and Raimi + Associates ("Contractor"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On March 27, 2019, City and Contractor entered that certain Consulting Services Agreement ("Agreement") whereby Contractor agreed to prepare the General Plan Update, Zoning Code Update and Environmental Impact Report project, including an update to the Climate Action Plan, Form Based Code section of the Zoning Ordinance Update, and Downtown Storefront for public outreach plus a ten percent contingency. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to 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 Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The end date for the term of services identified in Section 1 of the Agreement remains unchanged.
3. Section 2: Compensation. Section 2 of the Agreement shall remain unchanged.

Contractor 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.

4. Scope of Services. The Scope of Services under the Agreement is amended by including the additional tasks set forth in Exhibit B to this amendment, attached hereto and incorporated herein.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By:   
Mike Futrell, City Manager

By:   
Raimi + Associates

Approved as to Form:

By:   
City Attorney

In Process

**EXHIBIT A**

*[Consulting Services Agreement]*

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## **EXHIBIT B**

The South San Francisco Mayor's Commission on Racial and Social Equity proactively advances equity through internal and external processes as well by recommending policy and program changes to address institutional inequities in education, policing, healthcare (including mental health and addiction services), and other social services.

The Commission is working to achieve the following key objectives: 1) developing a shared understanding and knowledge of institutional racial and social inequities in the areas mentioned above; 2) examining police presence and relationships with respect to communities of color in order to build trust; 3) building trust and strengthen partnerships among local community based organizations, community health organizations and agencies, and social justice organizations; 4) collaborating with the community and other institutions to develop and offer opportunities for change and elevate successful models and best practices; 5) developing recommendations for action to the South San Francisco City Council to reduce or eliminate racial and social inequities. This project provides a critical opportunity at a key moment in history to catalyze meaningful and strategic change.

To assist the Commission, South San Francisco (SSF) City is partnering with Raimi + Associates to work closely with SSF City staff and the Commission to identify actionable recommendations that will result in meaningful and sustainable change.

### **SSF Commission on Racial and Social Equity**

Proposed Scope includes:

- Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings
- Prepare and facilitate commission meetings
- Draft and gather feedback on recommendations to advance racial and social equity
- Finalize recommendations, develop implementation plan, and prepare final report

3569887.1

# PROPOSED BUDGET FOR ALL 3 PHASES

SSF Commission on Racial and Social Equity		Raimi + Associates				Labor Cost per Task
		Project Manager (Dorman)	Deputy Project Manager (Kruza)	Project Support (Bernal)	SSF GP Project Liaison (Yurkovich)	
PHASE 1: Setting the Stage to Advance Equity in South San Francisco						
1.1	Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings	36	36	20	6	\$18,010
1.2	Prepare + Facilitate up to 6 Commission Meetings	36	40	40	6	\$21,450
PHASE 2: Drafting and Gathering Feedback on Recommendations to Advance Racial and Social Equity						
2.1	Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings	32	36	20	4	\$16,660
2.2	Prepare + Facilitate up to 7 Commission Meetings	40	42	42	4	\$22,500
2.3	Review preliminary recommendations with key stakeholders and gather feedback	12	16	16	4	\$8,400
2.4	Prepare Draft Recommendations	18	36	40	4	\$16,310
PHASE 3: Finalizing Recommendations, Developing Implementation Plans, and Preparing Final Report						
3.1	Coordinate with SSF City Staff and Commission Chairs to prepare for Commission Meetings	20	20	20	4	\$11,400
3.2	Prepare + Facilitate up to 4 Commission Meetings	22	22	22	4	\$12,450
3.3	Prepare Draft and Final Commission Report and Implementation Plans	24	40	40	4	\$18,300
TOTAL DIRECT LABOR						
	Hours per Team member	240	288	260	40	
	Total Hours					828
	Hourly Billing Rate	\$225	\$160	\$140	\$225	
	Labor Cost per Team Member	\$54,000	\$46,080	\$36,400	\$9,000	
	Total Labor Cost					\$145,480
INDIRECT EXPENSES						
	General Office Expenses (3% of R+A labor)					\$4,364
	Subtotal: Indirect Expenses					\$4,364
GRAND TOTAL						\$149,844

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## Certificate Of Completion

Envelope Id: D2BD17C9226446398D809B6EEBB23EEC	Status: Sent
Subject: Please DocuSign: FINAL Raimi + Contract Amendment.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christina Fernandez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	329 Miller Ave
	South San Francisco, CA 94080
	christina.fernandez@ssf.net
	IP Address: 209.234.100.130

## Record Tracking

Status: Original	Holder: Christina Fernandez	Location: DocuSign
8/12/2020 7:15:18 PM	christina.fernandez@ssf.net	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of South San Francisco	Location: DocuSign

## Signer Events

Signature	Timestamp
DocuSigned by:  4E7994AE83D64E2...	Sent: 8/12/2020 7:18:09 PM Viewed: 8/17/2020 2:57:58 PM Signed: 8/17/2020 2:58:14 PM
Matthew D Raimi matt@raimiassociates.com President and CEO Matthew Raimi Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 96.90.232.89

## Electronic Record and Signature Disclosure:

Accepted: 8/17/2020 2:57:58 PM  
ID: 1ffa1771-86b8-4b34-943b-06affe80db18

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

Kym Dorman	Sent: 8/12/2020 7:18:09 PM
kym@raimiassociates.com	
Security Level: Email, Account Authentication (None)	

## Electronic Record and Signature Disclosure:

Accepted: 8/11/2020 3:16:20 PM  
ID: 107bec35-80db-4d8c-bdb3-a9832def1e08

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	8/12/2020 7:18:09 PM
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## Payment Events

## Status

## Timestamps



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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net)

#### **To advise Carahsoft OBO City of South San Francisco of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tony.barrera@ssf.net](mailto:tony.barrera@ssf.net) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Carahsoft OBO City of South San Francisco as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of South San Francisco during the course of your relationship with Carahsoft OBO City of South San Francisco.