

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 35-2021

AUTHORIZING A FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH DIAMOND TECHNOLOGY SERVICES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO INCREASE THE CONTRACT AMOUNT BY \$116,550 FROM \$45,000 TO A TOTAL AGGREGATE CONTRACT AMOUNT NOT-TO-EXCEED \$161,550 FOR DATABASE DEVELOPMENT SERVICES AND TO EXTEND THE TERM OF THE CONTRACT FOR TWO YEARS

- WHEREAS, The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure or “OCII”) utilizes an internally developed Microsoft Access database to track and store its resolutions, official statements, contracts, and correspondence. The Microsoft Access database is a critical system of record for OCII; and,
- WHEREAS, The staff member who developed and maintained this database retired several years ago. Although OCII staff can provide end-user support, OCII requires the services of an outside contractor with expertise in access database administration and programming; and,
- WHEREAS, Pursuant to Sections IX A. and IX. C.5 of the OCII Purchasing Policy, (“Purchasing Policy”) amended November 15, 2011, OCII employed the 3+ solicitation method and a City-approved panel method to solicit bids from four vendors from the City and County of San Francisco (“CCSF”) pool of approved technology services providers to provide such support; and,
- WHEREAS, OCII reviewed these bids and selected Diamond Technology Services LLC (“Diamond Technology”), a small, local business enterprise (LBE); and,
- WHEREAS, On June 30th, 2019, OCII entered into a personal services contract with Diamond Technology Inc for \$45,000 from July 1st, 2019 to June 30th, 2022 to provide database administration and programming; and,
- WHEREAS, During the period of the personal services contract with Diamond Technology, the Access database experienced a serious technical malfunction due to an outdated version of SQL Server. In response to this malfunction, OCII staff determined that the Microsoft Access database should be migrated from SQL Server 2005 to SQL Server 2019. The planned database migration requires the support of a Contractor who has relevant database administration and programming expertise; and,

- WHEREAS, The term of the personal services contract with Diamond Technology ends June 30, 2022. To maintain access to the database, OCII requires on-going support provided by the vendor until OCII migrates all Access databases to SQL Server. This amendment extends the term of the contract by two years to June 30, 2024; and,
- WHEREAS, To migrate the Microsoft Access Database to SQL Server 2019 and to obtain on-going database administration and programming support, OCII wishes to amend the contract with Diamond Technology to increase the contract amount by \$116,550 from \$45,000 to \$161,550; and,
- WHEREAS, Funding to support the contract with Diamond Technology is contained within the Fiscal Year 21-22 budget, consistent with the administrative budget and the State Department of Finance in OCII's Recognized Obligations Payments (ROP)21-22, Line 1, and will be similarly programmed in future years; and,
- WHEREAS, Database migration and related support services are a Successor Agency administrative activity that does not constitute a "project" as defined by the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(5) and will not independently result in a physical change in the environment; now, therefore, be it,
- RESOLVED, The Successor Agency Commission authorizes the OCII Executive Director to execute a First Amendment to the Personal Services Contract with Diamond Technology for Database Management services to increase the contract amount by \$116,550 from \$45,000 to a not-to-exceed of \$161,550 and to extend the term of the contract by two years, substantially in the form approved by the Successor Agency's General Counsel.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of October 19, 2021.

Commission Secretary

Exhibit A: First Amendment to the Personal Services Contract with Diamond Technology

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT (“First Amendment”) TO INCREASE THE CONTRACT NOT-TO-EXCEED AMOUNT BY \$116,550 FROM \$45,000 TO \$161,550 AND INCREASE THE CONTRACT TERM BY TWO YEARS is entered into as of October 19, 2021, by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“OCII”), and DIAMOND TECHNOLOGY SERVICES, INC., a California Limited Liability Company (“Contractor”).

RECITALS

- A. OCII utilizes an internally developed Microsoft Access database to track and store its resolutions, official statements, contracts, and correspondence. The Microsoft Access database is a critical system of record for OCII.
- B. The staff member who developed and maintained this database retired. Although OCII staff can provide end-user support, OCII requires the services of an outside contractor with expertise in Access database administration and programming.
- C. OCII entered into a personal services contract with Diamond Technology Inc for \$45,000 from July 1st, 2019 to June 30th, 2022 to provide database administration and programming (the “Original Contract”).
- D. The Microsoft Access database was originally developed in Access 2003 and Microsoft SQL Server 2005. During the period of the Original Contract, the Access database experienced a serious technical malfunction due to an outdated version of SQL Server. In response to this malfunction, OCII staff determined that the Microsoft Access database should be migrated from SQL Server 2005 to SQL Server 2019.
- E. OCII anticipates transitioning to a more current method of document storage by June 30, 2024. OCII requires database administration and programming support until that time. The term of the Original Contract ends June 30, 2022. To maintain access to the database, OCII requires ongoing support provided by the vendor until OCII and vendor migrate all remaining Access databases not included in the original scope of work to SQL Server. This amendment extends the term of the contract by two years to June 30, 2024.

- F. To migrate the Microsoft Access Database to SQL Server 2019 and to obtain ongoing database administration and programming support, OCII wishes to amend the Original Contract to increase the contract amount by \$116,550 from \$45,000 to \$161,550.
- G. Current year funding to support the First Amendment is contained within the Fiscal Year 21-22 budget, consistent with the administrative budget and OCII's Recognized Obligations Payments Schedule 21-22, Line 1.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Agency and Contractor agree to amend the Contract as follows:

- 1. Section 1 "SCOPE OF SERVICES" shall be amended to read in full as follows:

The contractor shall provide the services in Attachment 1, "Scope of Services" of the First Amendment

- 2. Section 2 "Time of Completion" shall be amended to read in full as follows:

The term of this Contract shall begin on July 1, 2019, and end on June 30, 2024.

- 3. Section 3. A, "Compensation" shall be amended to read in full as follows:

A. Compensation. The maximum amount payable under this Contract is One Hundred Sixty-One Thousand Five Hundred Fifty Dollars (\$161,550). Payment shall be made according to the schedule and terms described in **Attachment 2 "Budget"**. The contractor will submit monthly billing invoices to OCII. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation, and Contractor's signature. OCII staff will review and approve these invoices for payment.

Sections 3.B. and 3.C. of the Original Contract remain the same.

- 4. The Budget, "**Exhibit A**" of the Original Contract is hereby deleted in its entirety and replaced with the attached "**Attachment 2**".
- 5. This First Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to such Contract as amended by this First Amendment. As amended herein, all terms, covenants, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the date first above written.

Diamond Technology Inc., a California Limited Liability Company.

By: _____
James Diamond
Managing Director
Federal Tax Identification No. 77-0526140

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, corporate and politic

By: _____
Sally Oerth
Interim Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

Authorized by Resolution No. _____, adopted _____.

ATTACHMENTS

Attachment 1: Scope of Work**Part 1: Database Migration**

#	Database Name	Phase I	Comments
1	Forward Calendar with Source DB	40	Minimal migration issues detected in preliminary checks
2	Contract with Source DB	97	More form details and data type compatibility fixes
3	Payment with Source DB	27	
4	Resolution Index	20	Most of it sits on SQL Server. Might have less impact on Phase II migration. The requirement to migrate legacy reso website to SSRS.
5	Correspondence with Source DB	25	Limited items to migrate. Minimal forms.
6	Bond with Source DB	25	Limited items to menu "view bond", "entry bond"
7	Storage Transmittal with Source DB	48	Limited to working menu items
8	Lookup Database	95	Critical key lookup database referenced by all other Access Databases. Fix several data incompatibilities and if required adjust/migrate queries to pass-through to SQL. This will be fully estimated in PHASE II.
	Estimated Total Hours	377	2.3 Months
	Estimated Total Cost		\$56,550.00

Part 2: Post Project Annual Support

Contract amendment provides for three years of annual support (FY21-22, FY22-23, and FY23-24) at \$20,000 per year (\$60,000 total). The scope of annual support is described below:

- Update and amend existing databases
- Monitor database efficiency
- Provide on-site support for major and minor errors or malfunctions with database systems
- Respond to database failure will be within 1 business day
- Provide functions and technical support to ensure performance, operation, and stability of database systems
- Assist in database management, maintenance, and troubleshooting activities
- Prepare database reports and queries or repair existing reports and queries
- Implement disaster recovery procedures
- Create a weekly backup schedule of the database via a cloud solution
- Analyze and make changes to database coding and programming via Microsoft SQL.

Attachment 2: Budget

The maximum amount payable under this contract is One Hundred Sixty-One Thousand Five Hundred Fifty Dollars (\$161,550.00). Compensation for database migration is at a fixed rate. Compensation for post-project annual support shall be made on a time and materials basis based upon a mutually accepted agreement upon "Scope of Services" (Attachment 1). All expenses of the Contractor are included and no expenses shall be reimbursed separately.

Contractor's fees and hourly billing rates are as follows:

Remote Database Services
Hourly Rate

MS Access	\$130.00
MS SQL Server	\$150.00

On Site Database Services

MS Access	\$130.00
MS SQL Server	\$150.00

Minimum Charges

Remote Work	2 Hours
On Site Work	6 Hours

Travel Time

N/A

Weekend Rates

MS Access	\$150.00
MS SQL Server	\$175.00

Amended Budget Breakdown

Original Scope	Budget	Amendment Budget	Amended Budget
On-Site and Remote Support	\$45,000	\$ -	\$45,000
New Scope			
Database Migration	\$0	\$56,550	\$56,550
Post Project Annual Support Yr 1	\$0	\$20,000	\$20,000
Post Project Annual Support Yr 2	\$0	\$20,000	\$20,000
Post Project Annual Support Yr 3	\$0	\$20,000	\$20,000
Total	\$45,000	\$116,550	\$161,550