

**COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE**

**RESOLUTION NO. 29-2021**

*Adopted August 17, 2021*

**AUTHORIZING A SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH LOWERCASE PRODUCTIONS (“LOWERCASE”), A CALIFORNIA LIMITED LIABILITY COMPANY, TO INCREASE THE CONTRACT AMOUNT BY \$52,552 FOR A TOTAL AGGREGATE CONTRACT AMOUNT NOT-TO-EXCEED \$194,137 FOR WEBSITE MAINTENANCE SERVICES FOR THREE 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) (the “Successor Agency” or “OCII”) retains the obligations to implement the state-approved enforceable obligations in Hunters Point Shipyard/Candlestick Point, Transbay, and Mission Bay Project Areas; and,
- WHEREAS, The current OCII website is in need of a major overhaul to strengthen its communications with the public; and,
- WHEREAS, Following market research, and dialogue and consultation with various city agency communications staff, OCII selected lowercase productions, a small, local business enterprise (LBE) entitled by the City to overhaul OCII’s current website and revamp its identity by engaging in a robust content strategy program and implementing a new web identity; and,
- WHEREAS, OCII made this selection based on lowercase productions’ history of successfully providing similar services related to OCII Requests for Proposals (“RFPs”) for various affordable housing developments in the Transbay Redevelopment Project Area, and their extensive work with the City’s content management system, Drupal, when providing services for other City Agencies; and,
- WHEREAS, Under Section IX.D(1)(d) of the OCII Purchasing Policy, (“Purchasing Policy”) amended November 15, 2011, OCII may use the sole-source solicitation method to select a contractor; and,
- WHEREAS, The OCII Commission authorized, by Resolution No.30-2018 (June 19, 2018), the Executive Director to enter into a sole source personal services contract not-to-exceed \$100,000 with lowercase productions to provide Web Development Services for a term beginning on June 19, 2018; and,
- WHEREAS, Since OCII entered into the contract with lowercase productions, OCII identified a need to convert OCII’s Annual Housing Report into a format compatible with the OCII website. This scope is additional to the scope authorized in the original contract; and,
- WHEREAS, OCII amended, by Resolution No. 27-2020, the Contract to increase the contract amount by \$41,585 from \$100,000 to \$141,585 to compensate lowercase productions for the additional design and programming work required to convert OCII’s Annual Housing Report for use on OCII website revamp; and,

WHEREAS, OCII wishes to amend the Contract to increase the contract amount by \$52,552 from \$141,585 to \$194,137 to compensate contractor for monthly website maintenance; as-needed development and design support; and project administration for a term of three years; and,

WHEREAS, Funding to support the contract is contained within the Fiscal Year 21-22 budget, consistent with the administrative budget in OCII's Recognized Obligations Payments 21-22, Line 1. Funding for the second and third year of the amended Contract is subject to appropriations; and,

WHEREAS, Maintenance of OCII's website is an 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); now therefore be it

RESOLVED, The Successor Agency Commission authorizes the OCII Executive Director to execute a Second Amendment to the Personal Services Contract with lowercase productions for web maintenance services for a term of three years for a total aggregate contract amount not to exceed \$194,137, 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 August 17, 2021.



Commission Secretary

Exhibit A: Second Amendment to the Personal Services Contract with lowercase productions

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

PERSONAL SERVICES CONTRACT

This SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT (“Second Amendment”) is entered into as of August 17, 2021 (the “Effective Date”) 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 LOWERCASE PRODUCTIONS, a California Limited Liability Company (“Contractor”).

RECITALS

- A. OCII, as successor to the Redevelopment Agency retains the obligations to implement state-approved enforceable obligations in three Major Approved Development Projects (Hunters Point Shipyard/Candlestick Point, Transbay, and Mission Bay. OCII is strongly committed to maintaining a high-level of public communication and understands that the website is in need of a full revamp which will allow the agency to shift towards a more streamlined, modern, service-based site.
- B. Pursuant to Section IX.D(1)(d) of the OCII Purchasing Policy, (“Purchasing Policy”) amended November 15, 2011, OCII employed the sole-source solicitation method to select Contractor, a small, local business enterprise (LBE) based on Contractor’s history of successfully providing similar services related to OCII Requests for Proposals (“RFPs”) for various affordable housing developments in the Transbay Redevelopment Project Area, and their extensive work with the City’s content management system, Drupal, when providing services for other City Agencies.
- C. The OCII Commission, authorized, by Resolution 30-2018, the Executive Director to enter into a sole source personal services contract not-to-exceed \$100,00 with Contractor to provide Web Development Services for a term beginning on June 19, 2018 (“Original Contract”).
- D. Since OCII entered into the Original Contract, OCII identified a need to convert OCII’s Annual Housing Report into a format compatible with the OCII website. This scope is additional to the scope authorized in the Original Contract.
- E. The OCII Commission amended, by Resolution 27-2020, the Original Contract to increase the contract amount by \$41,585 from \$100,000 to \$141,585, to compensate

Contractor for additional design and programming work required to convert OCII's Annual Housing Report for use on OCII website (the "First Amendment").

- F. OCII wishes to amend the Original Contract, as amended by the First Amendment, to increase the contract amount by \$52,552 from \$141,585 to \$194,137 to compensate, for a three-year term, Contractor for monthly website maintenance; as-needed development and design support; and project administration (the "Second Amendment").
- G. Funding to support the Second 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. Funding for the second and third year of the Second Amendment is subject to appropriations.

## 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. SCOPE OF SERVICES.

The Scope of Services identified in Section 1 of the Contract is deleted and replaced with Attachment 1 to this Second Amendment.

2. TIME OF COMPLETION

Section 2 is deleted and replaced with the following:

"The work under this Second Amendment shall terminate three years after the Effective Date of this Second Amendment"

3. COMPENSATION AND METHOD OF PAYMENT.

Section 3.A. is hereby deleted and replaced with the following:

COMPENSATION

"The maximum amount payable under this Contract is One Hundred Ninety-Four Thousand One Hundred Thirty-Seven Dollars (\$194,137.00) for a three- year term. All expenses of Contractor are included in the amounts payable pursuant to Attachment "1", "Scope of Services", and no expenses shall be reimbursed separately. 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."

4. This Second Amendment constitutes a part of the Contract and any reference to the Contract, in any document, shall be deemed to include a reference to such contract as amended hereby.

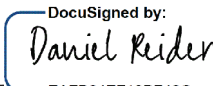
5. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.

6. This Second Amendment shall be binding upon and inure to the benefit of the successors and assigns for the Agency and Contractor, subject to the limitations set forth in the Contract.

7. This Second Amendment may be executed in any number of counterparts, all of which together, shall constitute the original agreement.

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

lowercase productions, a California Limited Liability Company.

By:  \_\_\_\_\_  
EAFB64EF13D742C...  
Daniel Keider  
Owner  
Federal Tax Identification No. 81-3998345

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. 29-2021, adopted August 17, 2021.

## ATTACHMENTS

Attachment 1: Scope of Services

OCII - Web Maintenance Contract  
June 23rd, 2021

Year 1	Deliverables	Project Manager		Senior Designer		Programmer - QA		Programmer - Development		Total
		Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	
			\$120		\$120		\$29		\$34	
	Monthly Maintenance QA	0	\$0	0	\$0	5	\$145	0	\$0	\$145
	As-Needed Development	1	\$120	0	\$0	0	\$0	5	\$170	\$290
	As-Needed Design Support	1	\$120	3	\$360	0	\$0	0	\$0	\$480
	Project Administration	3	\$360	0	\$0	0	\$0	0	\$0	\$360
		5	\$600	3	\$360	5	\$145	5	\$170	\$1,275
										Monthly \$1,275
										Annually \$15,300
										Insurance \$2,217
										<b>TOTAL PER YEAR \$17,517</b>
Year 2	Deliverables	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Total
			\$120		\$120		\$29		\$34	
	Monthly Maintenance QA	0	\$0	0	\$0	5	\$145	0	\$0	\$145
	As-Needed Development	1	\$120	0	\$0	0	\$0	5	\$170	\$290
	As-Needed Design Support	1	\$120	3	\$360	0	\$0	0	\$0	\$480
	Project Administration	3	\$360	0	\$0	0	\$0	0	\$0	\$360
		5	\$600	3	\$360	5	\$145	5	\$170	\$1,275
										Monthly \$1,275
										Annually \$15,300
										Insurance \$2,217
										<b>TOTAL PER YEAR \$17,517</b>
Year 3	Deliverables	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Total
			\$120		\$120		\$29		\$34	
	Monthly Maintenance QA	0	\$0	0	\$0	5	\$145	0	\$0	\$145
	As-Needed Development	1	\$120	0	\$0	0	\$0	5	\$170	\$290
	As-Needed Design Support	1	\$120	3	\$360	0	\$0	0	\$0	\$480
	Project Administration	3	\$360	0	\$0	0	\$0	0	\$0	\$360
		5	\$600	3	\$360	5	\$145	5	\$170	\$1,275
										Monthly \$1,275
										Annually \$15,300
										Insurance \$2,217
										<b>TOTAL PER YEAR \$17,517</b>
<b>3-YEAR TOTAL</b>										<b>\$52,552</b>

