

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 18-2024

AUTHORIZING A SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH LYNX INSIGHTS AND INVESTIGATIONS, INC., A CALIFORNIA CORPORATION, TO INCREASE THE CONTRACT AMOUNT BY \$249,940 FOR AN AGGREGATE AMOUNT OF \$554,510, AND TO EXTEND THE TERM FOR AN ADDITIONAL TWELVE MONTHS

- WHEREAS, The Office of Community Investment and Infrastructure, as the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“OCII”), seeks to identify persons who were displaced by the former Redevelopment Agency as a result of redevelopment activities. Under state and local law, these displacees, also known as certificate of preference (“COP”) holders, have a priority in affordable housing that was assisted by the Redevelopment Agency of the City and County of San Francisco (“Former Agency”), OCII or the Mayor’s Office of Housing and Community Development (“MOHCD”); and,
- WHEREAS, On December 3, 2020, OCII staff released a Request for Proposals (“RFP”) to seek an entity or firm to obtain and confirm contact information for household members who were living in units at the time of displacement by Former Agency action; and,
- WHEREAS, On December 7, 2021, the Commission authorized a Personal Services Contract (“Contract”) with Lynx Insights and Investigations, Inc., (“Lynx”) in an amount not to exceed \$229,570.00 to locate and provide current contact information for individuals who were displaced from their residences several decades ago by actions of the Former Agency; and,
- WHEREAS, Lynx confirmed contact information for, or the death of, 3,025 original displacees during the term of the Contract. OCII proposes to amend the Lynx contract to locate contact information for an additional estimated 1200 original displacees; and,
- WHEREAS, On January 16, 2024, the OCII Commission, by Resolution No. 05-2024, authorized a First Amendment to the Personal Services Contract (“PSC”) with Lynx Insights and Investigations, Inc. for a term not to exceed four additional months and in an amount not to exceed \$75,000 to continue to obtain and confirm contact information for Displacees with additional scope, budget, and timeline (“Phase 2”), for an increased PSC amount of \$304,570; and,

WHEREAS, Lynx Insights and Investigations, Inc. located 592 Displacees, representing an additional approximately 5% of the total population of Displacees pursuant to the Phase 2 scope of the original PSC; and,

WHEREAS, OCII seeks to enter into a Second Amendment to the Contract with Lynx for an additional amount of \$249,940, for an aggregate total not to exceed \$554,510, and for an additional term not to exceed twelve months to continue searching for and contacting persons displaced by the former Agency; and,

RESOLVED, The Successor Agency Commission authorizes the OCII Executive Director to execute a Second Amendment to the Personal Services Contract with Lynx Insights and Investigations, Inc., a California corporation, for a term not to exceed twelve additional months, in an amount not to exceed \$249,940, for an aggregate total not to exceed \$554,510, substantially in the form attached to the Commission Memorandum accompanying this Resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of August 20, 2024.

Commission Secretary

Exhibit 1: Second Amendment to the Personal Services Contract with Lynx Insights and Investigations, Inc.

**Second Amendment to the Personal Services Contract
with Lynx Insights and Investigations, Inc.**

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

SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This SECOND AMENDMENT to the Personal Services Contract ("**Second Amendment**") is entered into as of _____ 2024 (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, organized and existing under the laws of the State of California ("**OCII**"), and Lynx Insights and Investigations, Inc., a California Corporation ("**Contractor**").

RECITALS

This Second Amendment is made with reference to the following facts and circumstances:

A. The Office of Community Investment and Infrastructure, Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("OCII"), is interested in identifying persons who were displaced by the former Redevelopment Agency in the 1960's and 1970's as a result of redevelopment activities and who are eligible for Certificates of Preference ("COP"). OCII has previously identified approximately 900 COP holders who have affirmatively indicated interest in affordable housing, subject to meeting income and other program requirements. COP holders have a priority in housing that is funded or sponsored by OCII or the Mayor's Office of Housing and Community Development ("MOHCD"). OCII seeks to locate additional displacees through this Contract.

B. On December 3, 2020, OCII staff released a Request for Proposals to seek an entity or firm to obtain and confirm contact information for household members who were living in units at the time of displacement by San Francisco Redevelopment Agency action ("Displacees").

C. On August 24, 2021, three of the teams were interviewed by a panel that included representation from the COP Committee appointed under OCII Resolution No 41-2020 (Dec. 15, 2020), the Mayor's Office of Housing and Community Development and OCII. After conclusion of the evaluation process, the Lynx Insights and Investigations/New Community Leadership Foundation team was determined to be the highest ranked proposer and the best qualified contractor to perform the required scope of work.

D. On December 7, 2021, the OCII Commission, by Resolution No. 46-2021, authorized a Personal Services Contract ("PSC") with Lynx Insights and Investigations, Inc. for a term not to exceed nine months and in an amount not to exceed \$199,621, plus \$29,949 in contingency funding.

E. On June 9, 2023, the Executive Director authorized the release of the contingency funding totaling \$29,949, which amount was included in Section 3A of the original PSC, for an increased PSC amount of \$229,570.

F. Lynx Insights and Investigations, Inc. located 3,025 Displacees pursuant to the original PSC, representing approximately 25% of the total population of Displacees.

G. On January 16, 2024, the OCII Commission, by Resolution No. 05-2024, authorized a First Amendment to the PSC with Lynx Insights and Investigations, Inc. for a term not to exceed four additional months and in an amount not to exceed \$75,000 to continue to obtain and confirm contact information for Displacees with additional scope, budget, and timeline ("Phase 2"), for an increased PSC amount of \$304,570.

H. Lynx Insights and Investigations, Inc. located 592 Displacees, representing an additional approximately 5% of the total population of Displacees pursuant to the Phase 2 scope of the original PSC.

I. OCII and Contractor now wish to amend the Original Contract with a Phase 3 additional scope, budget, and timeline.

J. OCII and Contractor now wish to extend the Original Contract to a termination date of not later than September 1, 2025. The \$304,570 maximum contract amount will increase by \$249,940, to a total contract amount of \$554,510, upon the basis of the terms, covenants, and conditions set forth below. Together, the Original Contract and this Second Amendment comprise the "**Contract**".

AGREEMENT

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. The Original Contract shall be amended as follows:

a. Section 1. Scope of Services, Attachment A is amended as follows:

Contractor shall provide the additional services described in Attachment A-2 to the Second Amendment, "Amended Scope of Services."

b. Section 2. TIME OF COMPLETION is amended as follows:

Contractor's Schedule of Performance is set forth on Attachment A-2. Unless terminated earlier, the term of the Second Amendment to the Contract shall be for an additional term not

to exceed twelve months beginning no later than September 1, 2024, and ending no later than September 1, 2025.

- c. Section 3.A. Compensation is amended as follows:

Compensation. The maximum amount payable under the Second Amendment is \$249,940 as reflected in Attachment B-2 to the Second Amendment, for an aggregate total under this Contract of Five Hundred Fifty-Four Thousand Five Hundred Ten Dollars (\$554,510) (the "Contract Amount"). All expenses of Contractor are included in the amounts payable pursuant to Attachment B-2 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.

2. Miscellaneous

- a. This Second Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Original Contract as amended by this Second Amendment.
- b. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.
- c. The Second Amendment shall be binding upon and inure to the benefit of the successors and assigns for OCII and the Contractor, subject to the limitations set forth in the Contract.
- d. This Second Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

[Remainder of Page Intentionally Left Blank]

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

LYNX INSIGHTS & INVESTIGATIONS, INC.,
a California corporation

By: _____
Giles Miller
Principal
Federal Tax Identification No. 27-3148189

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, organized and existing under the laws of the
State of California

By: _____
Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel

Authorized by Resolution No. _____, adopted _____.

Attachment A-2 Amended Scope of Services

Plan

The Contractor will continue to locate, and provide current contact information of, individuals who were displaced from their residences several decades ago by actions of the former San Francisco Redevelopment Agency (“Displaced Persons”) and who may be income-eligible for a preference in affordable housing in San Francisco. The Contractor will focus its work on the “Ready to Work” group of individuals. Defined in the Report – Certificate of Preference Program Search, dated September 27, 2023, as: Records Ready to Work (defined as possible current addresses and phone numbers for the displaced person and their relatives) were identified in bulk database research.

Schedule of Performance and Deliverables

Hire and Train investigators (as necessary) Employ a team of 5-7 investigators who are either COP holders or individuals from the impacted communities working alongside experienced professional investigators. Training will include: investigative techniques; introduction to the scripts; and, subject matter about the history of displacement.	September 2024
Contact potential displacees per updated contact information Spend an average of 1.5 hours identifying and contacting an originally displaced person, and investigators will work approximately 20 hours per week. Investigators will locate and confirm updated contact information approximately 1,800 remaining originally displaced persons. Additionally, investigators will identify and contact approximately 350 descendants.	*October 2024 – April 2025
Review Sample of “Further Research Needed” Records Lynx investigators will sample approximately 20 of the 4,000 “Further Research Needed” family records to determine the time and effort required for this group of displaced individuals.	October 2024 – April 2025

NCLF Marketing and Community Outreach This phase's marketing effort is divided into national, Greater Bay Area and San Francisco campaigns which augments the database search work. Outreach efforts include social media, PSAs, churches, social equity nonprofit organizations and local government.	Ongoing throughout the contract period.
Prepare report for OCII and MOHCD Team will review and analyze findings and finalize designations for each record. Present report for feedback, including an AirTable workbook.	*June 2025
Present final report to OCII Commission at public meeting	*August 2025

***Dates subject to change.**

**Attachment B-2
Amended Budget**

Action	Cost
Lynx (project management, investigations and support investigators)	\$94,700
Community Investigators (contact displacees per updated contract information)	\$123,570
Review Sample of “Further Research Needed” Records	\$4,380
NCLF Marketing and Community Outreach	\$21,520
Database Costs	\$ 5,770
TOTAL	\$249,940