

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 05-2024

Adopted January 16, 2024

AUTHORIZING A FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH LYNX INSIGHTS AND INVESTIGATIONS, INC., A CALIFORNIA CORPORATION, TO INCREASE THE CONTRACT AMOUNT BY \$75,000 FOR AN AGGREGATE AMOUNT OF \$304,570, AND TO EXTEND THE TERM FOR AN ADDITIONAL SIX 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, 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 800-1,200 original displacees; and,

WHEREAS, OCII seeks to enter into a First Amendment to the Contract with Lynx for an additional amount of \$75,000, for an aggregate total not to exceed \$304,570, and for an additional term not to exceed four 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 First Amendment to the Personal Services Contract with Lynx Insights and Investigations, Inc., a California corporation, for a term not to exceed four additional months, but may be extended for an additional term at the sole and absolute discretion of the Executive Director to continue searching for and contacting persons displaced by projects of the Former Agency in an amount not to exceed \$75,000, for an aggregate total not to exceed \$304,570, 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 January 16, 2024.



Commission Secretary

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

**First 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

FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This FIRST AMENDMENT to the Personal Services Contract ("**First 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 First 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.

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. OCII and Contractor now wish to amend the Original Contract with a Phase 2 additional scope, budget, and timeline.

G. OCII and Contractor now wish to extend the Original Contract to a termination date of not later than May 20, 2024. The maximum contract amount will increase by \$75,000, to a total contract amount of \$304,570.

H. OCII and Contractor now wish to extend the Original Contract to a termination date of not later than May 20, 2024. The \$229,570 maximum contract amount will increase by \$75,000, to a total contract amount of \$304,570, upon the basis of the terms, covenants, and conditions set forth below. Together, the Original Contract and this First 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. is amended as follows, and replaced with Attachment A-1:

Phase Two search:

- Employ a team of 6 investigators who are either COP holders or individuals from the impacted communities working alongside experienced professional investigators.
- Spend an average of 1.5 hours identifying and contacting an originally displaced person.
- Each investigator will work approximately 20 hours per week.
- Locate and confirm updated contact information for between 800 and 1,200 remaining originally displaced persons.
- Identify and contact 600 to 800 additional descendants.
- Prepare simplified Excel worksheet which includes located individuals, for the Mayor's Office of Community Development ("MOHCD").
- Prepare a report on the findings for MOHCD and OCII.
- Present the findings to the OCII Commission.

- b. Section 2. TERM. is amended as follows:

Unless terminated earlier, the term of the First Amendment to the Contract shall be for an additional not to exceed period of six months beginning no later than February 1, 2024, and be completed no later than August 1, 2024.

- c. The first paragraph of Section 3.A. Compensation is amended as follows:
 - A. Compensation. The maximum amount payable under the Amendment is \$75,000 as reflected in Attachment B-1, for an aggregate total under this Contract of Three Hundred Four Thousand Five Hundred Seventy Dollars (\$304,570) (the "Contract Amount").
- 2. Miscellaneous
 - a. This First 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 First 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 First 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 First 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-1
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 “Investigative Lead Identified/Record Not Completed” group of individuals. Defined in the Report – Certificate of Preference Program Search, dated September 27, 2023, as: "investigative leads (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

<p>Hire and Train investigators Employ a team of 4-6 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.</p>	<p>February 2024</p>
<p>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 on between 800 and 1,200 remaining originally displaced persons. Additionally, investigators will identify and contact 600-800 additional descendants.</p>	<p>*March – June 2024</p>
<p>Prepare report for OCII Team will review and analyze findings and finalize designations for each record. Present report for feedback, including an Excel worksheet.</p>	<p>*July 2024</p>

Present final report to OCII Commission at public meeting	*August 2024
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***Dates subject to change.**

**Attachment B-1
Amended Budget**

Action	Cost
NCLF (overall project management)	\$ 5,000
Lynx (investigations and support investigators)	\$22,000
Community Investigators (contact displacees per updated contract information)	\$30,000
Prepare Report for OCII and Present Report to Commission	\$ 3,000
Administrative Costs	\$15,000
TOTAL	\$75,000