



## REGULAR MEETING AGENDA

**Date:** 5/7/2025  
**Time:** 6:30 p.m.  
**Location:** [Zoom.us/join](https://zoom.us/join) – ID# 865 4847 4804 and  
Arrillaga Recreation Center, Oak Room  
700 Alma St., Menlo Park, CA 94025

**Commissioner Switzer will be participating from:**  
**Sheraton Grand Sacramento Hotel**  
**1230 J St.**  
**Sacramento, California 95814**

Members of the public can listen to the meeting and participate using the following methods.

### How to participate in the meeting

- Access the meeting, in-person, at the Arrillaga Recreation Center, Oak Room
- Access the meeting real-time online at:  
[Zoom.us/join](https://zoom.us/join) –Meeting ID# 865 4847 4804
- Access the meeting real-time via telephone at:  
(669) 900-6833  
Meeting ID# 865 4847 4804  
Press \*9 to raise hand to speak

Subject to change: The format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the city website [menlopark.gov](https://menlopark.gov). The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information ([menlopark.gov/agendas](https://menlopark.gov/agendas)).

### Regular Session

- A. Call To Order**
- B. Roll Call**
- C. Public Comment**

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under public comment for a limit of three minutes. You are not required to provide your name or City of residence, but it is helpful. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under public comment other than to provide general information.

- D. Regular Business**

- D1. Commissioner introductions

- D2. Selection of Chair and Vice Chair
- D3. Approve the Housing Commission meeting minutes for March 5, 2025 ([Attachment](#))
- D4. Review and make a recommendation to the City Council on modifications to the Habitat for Humanity Greater San Francisco Home Preservation Program ([Attachment](#))

## **E. Regular Business**

- E1. Commissioner updates
- E2. Future agenda items
- E3. Staff updates and announcements

## **F. Adjournment**

At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission's consideration of the item.

At every Special Meeting of the Commission, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Any writing that is distributed to a majority of the Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at [jaherren@menlopark.gov](mailto:jaherren@menlopark.gov). Persons with disabilities, who require auxiliary aids or services in attending or participating in Commission meetings, may call the City Clerk's Office at 650-330-6620.

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**REGULAR MEETING MINUTES – DRAFT**

**Date:** 3/5/2025  
**Time:** 6:30 p.m.  
**Location:** Teleconference and  
Arrillaga Recreation Center, Oak Room  
700 Alma St., Menlo Park, CA 94025

**A. Call To Order**

Commissioner Switzer called the meeting to order at 6:40 p.m.

**B. Roll Call**

**Present:** Beeli, Leitch, Portillo, Switzer  
**Absent:** Merriman, Tremont  
**Staff:** Housing Manager Tim Wong, Management Analyst Arianna Milton, Principal Planner Corinna Sandmeier, Principal Planner Tom Smith and Assistant City Attorney Michael Biddle

**C. Public Comment**

None.

The Housing Commission reordered the agenda, bringing item D1. after D3.

**D. Regular Business**

~~D1. Approve the Housing Commission meeting minutes for February 5, 2025 (Attachment)~~

D2. Consider and make a recommendation to the Planning Commission and City Council to approve a Below Market Rate Housing Agreement with LPGS Menlo, LLC for the Parkline Masterplan Project to comprehensively redevelop the SRI campus at 333 Ravenswood Ave. (Staff Report #25-002-HC) (Attachment)

Principal Planner Corinna Sandmeier and Mark Murray of Lane Partners made the presentation (Attachment).

- Katherine Dumont spoke in support of the project.
- Connor Cheng spoke on concerns related to the proposed transportation.

The Commission received clarification on the proposed total percentage of units dedicated for below market rate housing, plans for bike safety and future pathway connections and the selection process for nonprofit proposals for the project.

The Commission discussed the proposed project and the site tours done by the applicant to foster community engagement.

**ACTION:** Motion and second (Leitch/ Beeli), to recommend approval to the Planning Commission and City Council of the below market rate housing agreement for the Parkline Masterplan Project to comprehensively redevelop the SRI campus at 333 Ravenswood Ave., passed 4-0-2 (Merriman and Trempont absent).

- D3. Review and recommend that the City Council accept the 2024 Housing Element Annual Progress Report.

Principal Planner Tom Smith made the presentation (Attachment).

- Loren D. spoke in support of building affordable housing projects like Parkline and in opposition of housing on Downtown parking lots.
- Katherine Dumont spoke on concerns related to the required number of units.

The Housing Commission discussed the pre-approved accessory dwelling unit (ADU) process and received clarification on the next steps for the proposed project on the Downtown parking lots.

**ACTION:** Motion and second (Leitch/ Switzer), to recommend that the City Council accept the 2024 Housing Element Annual Progress Report, passed 4-0-2 (Merriman and Trempont absent).

- D1. Approve the Housing Commission meeting minutes for March 5, 2025 (Attachment)

**ACTION:** Motion and second (Beeli/ Leitch), to approve the Housing Commission meeting minutes for March 5, 2025, passed 4-0-2 (Merriman and Trempont absent).

## **E. Reports and Announcements**

- E1. Commissioner updates

Commissioner Leitch reported out that their term is ending next month.

- E2. Future agenda items

The Commission discussed agenizing the creation of an ad hoc subcommittee for May's Affordable Housing Month and future community outreach.

- D3. Staff updates and announcements

Staff reported out on the open recruitment for the Housing Commission and the Belle Haven Community Campus Resource Fair March 29.

## **E. Adjournment**

Commissioner Switzer adjourned the meeting at 8:15 p.m.

Management Analyst I Arianna Milton



## STAFF REPORT

### Housing Commission

Meeting Date:

5/7/2025

Staff Report Number:

25-005-HC

Regular Business:

**Review and make a recommendation to the City Council on modifications to the Habitat for Humanity Greater San Francisco Home Preservation Program**

## Recommendation

Staff recommends that the Housing Commission review and recommend approval to the City Council on the following requested modifications to the Habitat for Humanity Greater San Francisco (Habitat) Home Preservation Program (Program):

- Extend the initial funding agreement term for an additional year to June 30, 2027;
- Expand the geographic eligibility area from the Belle Haven neighborhood to all of Menlo Park with 70% of the project funds allocated to Belle Haven; and
- Increase the income eligibility from 80% to 120% of Area Median Income (AMI) for Belle Haven homeowners

## Policy Issues

The Housing Commission makes Below Market Rate (BMR) funding recommendations to the City Council, which retains sole discretion to award available monies from the BMR Housing Fund collected in accordance with the Menlo Park Municipal Code Chapter 16.96. As set forth in §14.3 of the City of Menlo Park BMR Guidelines, eligible projects for funding include the preservation of existing affordable housing, acquisition or new construction of permanent affordable rental or ownership housing, and other activities to support housing for extremely low, very low or low income households.

## Background

On May 9, 2023, the City Council adopted Resolution No. 6828 (Attachment A) to authorize the city manager to execute a community funding agreement (Attachment B) with Habitat in the amount \$1.2 million from the City's BMR Housing Fund for the Program (City Council staff report in attachment C). Habitat responded to the City's Notice of Funding Availability (NOFA), which provides funding to support the production, preservation and protection of affordable housing in Menlo Park. Through the Program, Habitat provides 30-year, zero-interest, deferred loans to low income homeowners in the Belle Haven neighborhood for home repairs and rehabilitation projects. Low income homeowners are those at or below 80% of the AMI which, for a four-person household in San Mateo County, is currently \$156,650.

The Program details are summarized below:

- Award of \$1.2 million, including administrative costs of \$131,000 and marketing and outreach costs of \$58,950;
- Goal of up to 20 loans over a three-year term, ending on June 30, 2026;
- Rehabilitations generally valued between \$40,000 and \$75,000, with a \$75,000 maximum loan amount;

- Targets homeowners in the Belle Haven neighborhood at or below 80% of the AMI;
- Loans would be zero interest and deferred, repaid after 30 years or at the time of sale or transfer, and
- Loan repayments to be put into a revolving loan fund for future home rehabilitation loans administered by Habitat.

The community funding agreement between the City and Habitat was executed on June 8, 2023 and Habitat engaged in a number of marketing activities since this time, which are summarized below in Table 1. Habitat has made direct contact with 762 households in the Belle Haven neighborhood through its door-to-door marketing efforts, in addition to mailings and several tabling events.

Table 1: Habitat Home Preservation Program Marketing Activities		
Activity Date	Activity Description	Activity Type
October 1, 2023	Housing Commission Community Outreach Event	Tabling
May 11, 2024	Housing Resource Fair	Tabling
August 6, 2024	National Night Out	Tabling
June 29, 2024	Door hangers in Belle Haven neighborhood	Canvassing
October 10, 2024	Belle Haven Community Campus Open House	Tabling
October 23-26, 2024	Door knocking event in Belle Haven neighborhood	Canvassing
November 17, 2024	Wetlands and Watts event	Tabling
March 7, 2025	Postcards to Belle Haven neighborhood	Mailing
March 29, 2025	Community Resource Fair	Tabling
April 26, 2025	Love Our Earth Festival	Tabling

Despite the extensive marketing of the Program, it has resulted in limited success. Habitat received 50 leads/inquiries into the Program, yielding nine completed applications. Of the nine applications, three met the Program qualifications and chose to move forward. Of the six applications that did not move forward, three had delinquencies on an existing mortgage, property tax or assessment obligation, which is not allowed by the Program criteria; one chose to manage the repairs on their own; one did not want to share additional personal information; and one was no longer interested in the Program. The three qualified applicants have had project scopes completed and loan documents have either been executed or are soon to be executed. A total of \$225,000 is estimated to be disbursed for these three projects. Proposed work for the scoped projects includes: environmental testing (such as for lead paint or termites), roof replacement and solar panel installation or upgrade, plumbing inspection and line replacement, bathroom and kitchen remodels including ADA accessibility, and HVAC upgrades. Projects that include upgrading gas appliances (such as HVAC systems, water heaters, and other appliances) may be completed through the city's Home Upgrade Services Program. This complementary State grant-funded initiative is administered by Peninsula Clean Energy (PCE) and offers no-cost electrification upgrades to homes in Belle Haven. After accounting for pre-allocated administrative and marketing costs, approximately \$785,000 remain for additional project loans.

#### Habitat request

On March 15, 2025, the city received a request from Habitat to modify the Program to increase the number

of interested, qualified applicants to the Program and to extend the Program funding term deadline (Attachment D). These modifications were based on Habitat's data and experience implementing the Program since July 2023. Habitat proposes the following revisions to their Program:

- Extend the initial funding term;
- Expand the geographic eligibility area; and
- Increase the income eligibility for Belle Haven homeowners.

## Analysis

Staff has reviewed the requested modifications, which are described in detail below. No additional funding would be required and Habitat believes that the existing marketing and administration funding would be sufficient to implement the requested modifications. The Program eligibility modifications would apply both to the initial loan funding as well as the future revolving loan program.

### *Extend the funding agreement term for one additional year*

Habitat and the City initially agreed on a three-year term, from July 1, 2023 through June 30, 2026, in which Habitat must expend all of the initial funds. With only one year remaining to expend the remaining \$785,000, Habitat has requested a funding term extension of one year from the original end date.

Habitat estimates that it takes roughly six months from initial homeowner contact to loan document execution, so extending the term for an additional year, in conjunction with other program modifications, would help ensure that Habitat can successfully complete Program implementation.

For reference, in December 2023, the City executed a community funding agreement for \$180,000 with Rebuilding Together Peninsula (RTP) for a minor home repair program to complement the Habitat program. This program is also for homes in the Belle Haven neighborhood earning up to 80% of AMI for projects averaging approximately \$20,000 - 25,000 per home. However, the RTP program has a five-year funding term to expend a much smaller amount of funds. While three-year funding terms are typical City practice, staff believes that extending the funding term in excess of three years is consistent with past agreements. Habitat is confident that with the additional requested Program modifications, only one additional year is necessary to expend all initial funds.

### *Expand geographic eligibility to all of Menlo Park*

Currently, Program eligibility is restricted to homeowners located in the Belle Haven neighborhood. A number of targeted marketing activities have occurred as listed in Table 1, with limited success. If the Program were modified to include all owner-occupied households in Menlo Park that meet the 80% AMI low income requirement, the pool of potential applicants would increase by an additional 2,228 households, per Habitat's data. Staff is supportive of this recommendation with an additional requirement that a minimum of 70% of the initial \$1.2 million, excluding the marketing and administrative costs, of the funds be allocated to the Belle Haven neighborhood. However, if this allocation of funds have not been committed by June 30, 2026, all remaining funds would be eligible for use citywide to households that meet the Program criteria.

### *Expand income eligibility to 120% AMI in Belle Haven*

The Program agreement restricts eligible households to those at the low income level, or 80% AMI. Increasing the eligibility to 120% AMI, which aligns with other affordable housing programs in the city, would increase the Program eligible income for a four-person household from \$156,650 to \$223,900. Habitat has three known leads who would qualify for the Program if this requirement is changed, which Habitat anticipates would expend an approximate total of \$150,000 - 225,000 for these three projects. Although Habitat has requested that the Program be expanded geographically to citywide, the proposed 120% AMI increase would only apply to Belle Haven homeowners. Those homeowners outside of Belle Haven would



still need to meet the 80% AMI requirement. This helps preserve the original intent of the Program as a tool to preserve homes and combat displacement in the Belle Haven neighborhood, in alignment with the city's Housing Element and Environmental Justice Element goals.

Nearly one year after the city approved the Habitat Program, the city also approved the Home Upgrade Services Program, which has encountered similar issues as with the Habitat Program in finding eligible applicants. On March 25, 2025, the City Council provided direction to implement program enhancements to the city's Home Upgrade Services Program including increasing the AMI eligibility threshold to 120%.

#### Recommendation and next steps

Staff is supportive of these requested modifications, and recommends the Housing Commission make a recommendation that the City Council approve the proposed revisions to the Program. The recommendation from the Housing Commission will be presented to the City Council for consideration, anticipated for May/June 2025. All recommended options will require an amendment to the existing agreement, and a draft amendment to the funding agreement, based on the recommended modifications, will be included to help streamline the modification process. If approved by the City Council, Habitat can begin implementing the modified Program soon after.

Habitat and City staff would work together to re-engage previously contacted households regarding program updates and coordinate citywide outreach. This could include ongoing City digest posts, digital content on monitors at City facilities, flyer distribution, a citywide mailer from Habitat and the visibility of ongoing rehabilitation projects as neighborhood advertising for the Program. Habitat believes that the changes, in coordination with these marketing activities, will result in Program success.

#### **Impact on City Resources**

There is no impact to City resources as this grant funding has been previously budgeted from the BMR Housing Fund. No additional funds are needed beyond the existing \$1.2 million grant agreement. To date, \$131,000 and \$58,950 have been either requested by or disbursed to Habitat for administrative and marketing costs, respectively. Staff time may be required for some additional marketing activities, for which there is adequate staff capacity.

#### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b) (3) as it will not result in any direct or indirect physical change in the environment.

#### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

#### **Attachments**

- A. City Council Resolution No. 6828
- B. Habitat Program Community Funding Agreement
- C. Hyperlink – May 9, 2023 Staff Report #23-117-CC:  
<https://menlopark.gov/files/sharedassets/public/v/2/agendas-and-minutes/city-council/2023->



[meetings/agendas/20230509-city-council-regular-agenda-packet-w-pres.pdf#page=233](#)

D. Habitat Program Modifications Request Letter

Report prepared by:

Adam Patterson, Management Analyst II

Report reviewed by:

Tim Wong, Housing Manager

**RESOLUTION NO. 6828**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING A COMMUNITY FUNDING AGREEMENT TO HABITAT FOR  
HUMANITY GREATER SAN FRANCISCO (HABITAT) OF \$1.2 MILLION FOR  
PRESERVATION OF EXISTING OWNER-OCCUPIED HOUSING THROUGH  
THEIR HOMEOWNERSHIP PRESERVATION PROGRAM**

WHEREAS, the opportunity to preserve existing affordable housing remains a high priority need in Menlo Park: and

WHEREAS, the City of Menlo Park issued a Notice of Funding Availability (NOFA) on November 18, 2020 for approximately \$10 million from the Below Market Rate (BMR) housing fund to support the preservation and production of permanent affordable housing; and

WHEREAS, Habitat will administer a Homeownership Preservation Program to preserve existing affordable housing in the Belle Haven neighborhood of Menlo Park; and

WHEREAS, the City of Menlo Park affirms the City's commitment to producing, preserving and protecting affordable housing units; and

WHEREAS, as defined in 14.3 of the City's Below Market Rate Housing Program Guidelines, the BMR Housing Fund may be used for the rehabilitation of uninhabitable structures for very low, low or moderate income housing; and

WHEREAS, the City of Menlo Park City Council adopted Resolution No. 6623 on May 11, 2021 to approve a \$1.2 million grant to Habitat to serve Belle Haven residents in Menlo Park through their Homeownership Preservation Program; and

WHEREAS, the grant will serve to rehabilitate homes of 20 low income (at or below 80% AMI) owner-occupied households in Menlo Park during a period of three years, and loans are payable over a 30-year term with zero interest and payment is deferred until the earlier of sale or transfer; and

WHEREAS, the repayment of the loans are put into a revolving loan fund for future rehabilitation loans by Habitat to serve Belle Haven residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby resolves:

- (a) The approval of the community funding agreement and the projects to rehabilitate existing residential structures in the Belle Haven neighborhood are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines §§ 15301, which exempts the repair of existing private structures involving no or negligible expansion of the existing use, 15302, which exempts the reconstruction of existing structures where the new structure will be on the same site and have substantially the same capacity and use, as well as 15378 and 15061(b)(3) as the projects will not result in any direct or indirect physical change in the environment.

(b) The City Manager is authorized to execute the Community Funding Agreement and any and all documents necessary to disperse funds on behalf of the City of Menlo Park.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the ninth day of May, 2023, by the following votes:

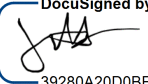
AYES: Combs, Doerr, Nash, Taylor, Wolosin

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this tenth day of May, 2023.

DocuSigned by:  
  
39280A20D0BE491...

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Judi A. Herren, City Clerk

Exhibits:

A. Community Funding Agreement – Habitat for Humanity of Greater San Francisco

## COMMUNITY FUNDING AGREEMENT

This Community Funding Agreement (“**Agreement**”), is entered into by and among the CITY OF MENLO PARK, a California municipal corporation (“**City**”), and HABITAT FOR HUMANITY GREATER SAN FRANCISCO, Inc., a California non-profit public benefit corporation (“**Habitat**”), effective as of the date of execution by the City (“**Effective Date**”), with reference to the following facts:

### RECITALS

A. As set forth in Chapter 16.96 of the City of Menlo Park Municipal Code (“**Code**”), the City conducts a below market rate (“**BMR**”) housing program (“**Program**”) in order to increase the supply of housing available and affordable to households of very low, low and moderate income. In connection with the implementation of the Program, commercial development projects have the option of making a payment to the City’s BMR Housing Fund (“**BMR Housing Fund**”) in-lieu of providing affordable housing units as a means for commercial development projects to mitigate the impact of such development on the demand for affordable housing generated by the commercial development project.

B. As provided in the City of Menlo Park BMR Guidelines (“**BMR Guidelines**”), adopted by the City Council in accordance with Section 16.96.060 of the Code, eligible uses of the BMR Housing Fund include the permanent financing or assistance with other costs associated with the production or preservation of very low, low and moderate income housing.

C. On November 18, 2020, the City released a notice of funding availability (“**NOFA**”) of monies from the BMR Housing Fund to support the preservation or production of permanent affordable housing.

D. In response to the NOFA, Habitat submitted an application, attached hereto as **Exhibit A** (“**Proposal**”), to implement their Homeownership Preservation Project within the Belle Haven neighborhood over a three (3) year period and thereby rehabilitate and preserve up to twenty (20) existing homes owned and occupied by households earning up to 80% of Area Median Income for San Mateo County (“**Project**”).

E. As more particularly set forth in the Proposal, Habitat proposes to undertake the following activities in order to carry out the Project:

1. Habitat will conduct outreach within the Belle Haven neighborhood to identify and engage very low and low income home owners at the greatest risk of displacement or harm due to the condition of their home and solicit the submission of applications from (i) households earning up to 80% of Area Median Income for San Mateo County, (ii) have owned their home for at least ten (10) years, (iii) their home is located within the Belle Haven neighborhood within the City of

Menlo Park, (iv) have current homeowner's insurance, and (v) are not delinquent on any existing mortgage, property tax or assessment obligation ("**Program Eligible Household**").

2. Once Habitat has received an application from a Program Eligible Household, approved the application, and notified the Program Eligible Household in writing of the approval of their application ("**Notice of Application Approval**"), Habitat shall conduct a detailed assessment of the Program Eligible Household's residence ("**Eligible Property**") to determine the scope and budget of the work to be undertaken to rehabilitate the residence ("**Home Repair Assessment**").

3. Upon completion of the Home Repair Assessment, Habitat and the Program Eligible Household shall enter into and execute an agreement setting forth the scope of work to be undertaken and conducted on the Eligible Property by Habitat ("**Repair Agreement**") as well as a loan documents for the rehabilitation loan to be provided by Habitat ("**Program Loan**"), which loan will be secured by a deed of trust recorded against the Eligible Property (the "**Loan Documents**"). The Loan Documents shall provide the maximum amount of the rehabilitation loan, the term of the loan which shall be 30 years, a 0% interest rate with all payments deferred until the earlier of sale or transfer of Eligible Property, if the Eligible Property ceases to be owner-occupied, or upon loan maturity date of 30 years; sale and transfer of the Eligible Property shall exclude transfer to a surviving joint tenant, transfer to a spouse or domestic partner of the owner, transfer to a spouse as part of a divorce decree and transfers by devise or intestate succession to the surviving children of the deceased owner if such surviving children are income eligible). In no event shall a Program Loan be extended to a Program Eligible Household that contains one or more of the same persons included for purposes of determining total household income eligibility as a Program Eligible Household for a Program Loan on a different property.

4. Following execution of a Repair Agreement, Habitat shall complete the preparation of all plans and specifications required for the rehabilitation work set forth in the Repair Agreement, secure all building permits from the City required to undertake the rehabilitation work, and pay all required plan check inspection and building permit fees. Once all building permits are secured, Habitat staff, volunteers and qualified and licensed sub-contractors secured by Habitat will perform and complete the rehabilitation work authorized by the building permits. Habitat shall be responsible to secure all required inspections of the work and final inspection of all work authorized by the building permits by City ("**Final Inspection**").

F. On May 11, 2021, the City Council reviewed and considered the Proposal and adopted Resolution No. 6623 authorizing funding of \$1,200,000 from the BMR Housing Fund to Habitat for implementation of the Project ("**BMR Grant Funding**") subject to the review and approval of the City Attorney and City Manager of the terms and conditions of an agreement governing the BMR Grant Funding.

G. Habitat is relying on the BMR Grant Funding to ensure that funds are available for

the Program Loans necessary for the implementation of the Project.

Therefore, City and Habitat agree as follows:

## **AGREEMENT**

1. **Incorporation of Recitals.** The above Recitals are true and correct, and the Recitals and all defined terms and exhibits identified and set forth therein are hereby incorporated into this Agreement.

2. **BMR Grant Funding.** City hereby confirms to Habitat that the City has approved, appropriated and allocated BMR Grant Funding in an amount not to exceed one million two hundred thousand and 00/100 dollars (\$1,200,000.00) from the BMR Housing Fund for use by Habitat to carry out and implement the Project in accordance with its Proposal and the terms of this Agreement, including funding for Habitat's administrative costs in an amount of \$131,000 and outreach and marketing costs of \$58,950. In the event of any conflict between the terms of the Proposal and the terms of this Agreement, the terms of this Agreement shall control. Habitat acknowledges and understands that the BMR Grant Funding from City shall not exceed one million two hundred thousand and 00/100 dollars (\$1,200,000.00). The City shall hold and control the BMR Grant Funding for disbursement in accordance with the terms of this Agreement. Habitat hereby represents and warrants that in exchange for the BMR Grant Funding that it will carry out and implement the Project in accordance with its Proposal and the terms of this Agreement. Habitat shall submit disbursement requests for administrative costs and outreach and marketing on an annual basis based on Habitat's projected budget for the coming year. The City shall disburse BMR Grant Funding based on Habitat's submitted budget within thirty (30) calendar days of requests for such disbursements.

3. **Request for Disbursement of BMR Grant Funding.** In order to obtain a disbursement of a portion of the BMR Grant Funding to fund a Program Loan, Habitat shall submit to the City a request for disbursement of the BMR Grant Funding, in the form attached hereto as **Exhibit B** (“**Notice of Request for Disbursement**”), no less than thirty (30) calendar days prior to the date that the funds for the Program Loan are to be disbursed. The Notice of Request for Disbursement shall identify the names of the members of the Program Eligible Household, property address and assessor parcel number of the Eligible Property, amount of Program Loan, wiring instructions and be accompanied by copies of the fully executed Notice of Application Approval, Home Repair Assessment, Repair Agreement, and copies of the unexecuted promissory note and deed of trust evidencing the Program Loan (“**Loan Documents**”). City shall not disburse any of the BMR Grant Funding unless and until Habitat has delivered to City a Notice of Request for Disbursement and the accompanying Loan Documents, and City has reviewed and approved the Notice of Request for Disbursement and Loan Documents in its reasonable discretion. Habitat shall submit to City a separate Notice of Request for Disbursement and accompanying Loan Documents for each Program Loan it seeks to

fund from the BMR Grant Funding. Following close of a Program Loan, Habitat shall deliver to City a copy of the fully executed promissory note and a conformed copy of the deed of trust recorded against the Eligible Property in the Official Records. Further, following completion of construction of improvements set forth in the Repair Agreement, Habitat shall provide to City evidence of securing the Final Inspection.

4. **Limit on Program Loan Amount.** In no event shall City disburse any of the BMR Grant Funding pursuant to a Notice of Request for Disbursement from Habitat if the Program Loan amount is in excess of seventy-five thousand and 00/100 dollars (\$75,000.00) (“**Loan Maximum**”). The foregoing notwithstanding, the Loan Maximum may be exceeded with the prior written consent and approval from the City (“**Notice of Loan Maximum Variance**”), provided the City’s written consent and approval is secured by Habitat prior to the execution of the Repair Agreement between Habitat and the Program Eligible Household. The Notice of Loan Maximum Variance shall be appended to the Repair Agreement. The foregoing notwithstanding, the Loan Maximum shall not apply to any Program Loan funded by the Revolving Loan Fund provided in Section 6.

5. **Servicing of Program Loans.** Habitat shall engage the services of AmeriNat Community Services (“**AmeriNat**”), or other mortgage servicing company reviewed and approved by City in its reasonable discretion, to service all Program Loans funded by the BMR Grant Funding or Revolving Loan Fund. Habitat shall ensure that AmeriNat, or such mortgage servicing company retained by Habitat, monitors the status of the Program Loans to verify that property taxes and premiums for property insurance are maintained current, processes demands for repayment of Program Loans, re-conveys deeds of trust, manages the beneficial interest of Habitat in the Program Loans in the event of foreclosure of a senior lien or bankruptcy of a Program Eligible Household, maintains accurate and complete records related to all Program Loans, manages delinquencies, and handles other such matters related to the Program Loans.

6. **Revolving Loan Fund.** Habitat is hereby authorized to deposit the payoff of all Program Loans into an interest bearing account of Habitat with an FDIC insured bank, and shall account for the payoff of all Program Loans as a separate fund within Habitat’s accounting records, hereinafter to be referred to as the “**Revolving Loan Fund**”. Any and all funds in the Revolving Loan Fund shall be used subject to the same terms and conditions of the BMR Grant Funding set forth in this Agreement, including but not limited to the provisions set forth in Recital E.1. through E.4., but with the exception of Section 3 and Section 4 of this Agreement.

7. **Changes to Project.** Habitat shall not make any changes in the Proposal that would affect the Project funded pursuant to this Agreement without the prior written consent of City, which consent may be granted or withheld in the sole discretion of the City. The foregoing notwithstanding, in no event shall any BMR Grant Funding or Revolving Loan Funds be used for any purpose that is not directly related to increasing the supply of housing available and affordable to households of very low, low and moderate income as defined under State law. If



there is any substantial change in the Proposal as it relates to the Project, as determined by City in its sole discretion, and which change is not approved by City or if the Project is discontinued by Habitat and not replaced with a substantially similar program (with any replacement program to be approved by City in its sole and absolute discretion), any remaining available BMR Grant Funding provided under this Agreement shall be withdrawn by City, the beneficial interest held under all Program Loans made by Habitat with the use of BMR Grant Funding shall be transferred by and from Habitat to City within sixty (60) days.

8. **Term.** Commencing on the Effective Date through and including June 30, 2026 (the “**Funding Term**”), the City shall make the BMR Grant Funding available to Habitat to carry out and implement the Project in accordance with its Proposal and the terms of this Agreement. Habitat shall use good faith efforts to complete the rehabilitation of the homes of at least twenty (20) Program Eligible Households and fund up to twenty (20) Program Loans during the Funding Term. Habitat hereby acknowledges and understands that City will only fund a Program Loan if the Repair Agreement entered into by and between Habitat and a Program Eligible Household is dated prior to the expiration of the Funding Term. Commencing ninety (90) calendar days prior to the expiration of the Funding Term of this Agreement, provided there is BMR Grant Funding remaining available, Habitat shall report to City no less frequently than once per week regarding the status of any prospective opportunities to rehabilitate the home of a Program Eligible Household in order to coordinate on the orderly close out of the remaining BMR Grant Funding prior to the expiration of the Funding Term.

Notwithstanding the expiration of the Funding Term, the terms, conditions, requirements and obligations under this Agreement, with the exception of Sections 3 and 4, shall remain in full force and effect until all Program Loans initially funded by the BMR Grant Funding have been repaid by the Program Eligible Household and deposited into the Revolving Loan Fund, and all funds in the Revolving Loan Fund have thereafter been committed to a Program Loan in accordance with the terms of this Agreement, and at such time this Agreement shall terminate.

9. **Annual Report.** Habitat shall submit a written narrative report to City within ninety (90) calendar days following the end of each fiscal year (i.e. July 1 through June 30) describing the activities funded with the BMR Grant Funding and Revolving Loan Fund pursuant to this Agreement. Said report shall identify (i) the Eligible Property, loan closing date, loan maturity date and loan amount for each Program Loan, (ii) general description of rehabilitation work performed on each Eligible Property, (iii) information regarding number of bedrooms, bathrooms and total number of rooms within homes rehabilitated, (iv) information regarding household size and number of persons included for purposes of total household income eligibility requirements, (v) demographic information regarding ethnicity and age of persons comprising household, and (vi) such other data as may be required by City from time to time. Further, Habitat shall describe their outreach efforts to identify Program Eligible Households, the number of applications Habitat received and approved, the number of Home Repair Assessments completed, the number of Repair Agreements entered into by Habitat and Program Eligible Households, and

the status and expected completion date of ongoing home rehabilitation work undertaken pursuant to a Repair Agreement.

10. **Annual Financial Statement.** Habitat shall make available to City within ninety (90) calendar days following the end of each fiscal year (i.e. July 1 through June 30) an annual financial statement and analysis setting forth in detail the manner in which, and the specific purposes for which, the BMR Grant Funding or Revolving Loan Fund was expended to the date of such accounting, the outstanding balance of each Program Loan as of the date of such accounting, the available balance of BMR Grant Funding or Revolving Loan Fund as of the date of such accounting, and such other data as the City may require from time to time. Said statement and analysis may be combined with the end of the year narrative report submitted pursuant to Section 9.

11. **Audit; Monitoring.** City may audit the records and accounts of Habitat for the purpose of verifying expenditures by Habitat of BMR Grant Funding and Revolving Loan Funds provided hereunder or verifying statements or analyses made or provided by Habitat hereunder. Habitat shall respond to, and comply with, any audit exception made or taken by City relating to Habitat's performance or failure to perform hereunder.

12. **Compliance with Laws; Prevailing Wages.** Habitat shall carry out, and shall use its best efforts to ensure that its employees, volunteers, contractors and subcontractors carry out, the design and construction of all Project activities funded by the BMR Grant Funding or Revolving Loan Fund in conformity with all applicable State of California Labor Code requirements; the City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City of Menlo Park Municipal Code ("**Code**"); all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*; that all contractors or subcontractors hired by Habitat are licensed in the State of California; and that all activities funded hereunder are only performed on property located within and benefit residents of the Belle Haven neighborhood within City's corporate limits.

In the performance of its obligations set forth in this Agreement, Habitat shall have the status of an independent contractor and shall not be deemed to be an employee, agent or officer of City. To the extent State prevailing wage laws apply to the Project, Habitat shall ensure that it complies with prevailing wage requirements in connection with the design and construction of the rehabilitation of the homes of Program Eligible Households (the "**Work**") pursuant to this Agreement, that no less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Work shall be paid to all workers, laborers and mechanics employed in the execution of the Work by Habitat, contractors and subcontractors doing or contracting to do any part of the Work. Copies of such prevailing rate of per diem wages are available at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

To the extent applicable, Habitat, its contractors and subcontractors, shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations).

Habitat shall defend, with counsel reasonably acceptable to City, indemnify and hold harmless City and Bay Cities Joint Powers Insurance Authority and their respective officials, officers, employees, agents and representatives ("**Indemnitees**") from and against any and all liabilities, obligations, orders, claims, damages, governmental fines or penalties, and actual expenses of defense with respect thereto, including reasonable attorneys' fees and costs ("**Claims**") arising out of Habitat's failure to comply with State of California Labor Code requirements pertaining to the design and construction of the Work. Further, Habitat shall indemnify and hold harmless the Indemnitees with respect to all final judgments or settlements in actions brought by any "contractor" in which City is (i) determined to be an "awarding body" and (ii) damages are awarded, pursuant to Labor Code sections 1726 or 1781. Habitat's defense, indemnity and hold harmless obligations under this section shall survive expiration or termination of this Agreement.

Habitat hereby waives, releases and discharges the Indemnitees from any and all present and future Claims arising out of or in any way connected with Habitat's obligation to comply with all State of California Labor Code requirements pertaining to the design and construction of the Work. This release applies to all potential future claims and Habitat on behalf of itself and its agents, representatives, assigns, heirs, spouses, successors-in-interest, executors, administrators, employees, contractors, subcontractors, material suppliers and vendors ("**Releasors**"), agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Habitat shall include within each of its contracts, subcontracts, and within any other agreements with Releasors involved in the Work, a release in favor of the Indemnitees substantially identical to this Section 12.

13. **Indemnification.** Habitat hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents, and employees (collectively, "**Indemnities**") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnities, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) or damage suffered

or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of Habitat, its officers, agents or employees under this Agreement.

The duty of Habitat to defend, indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Habitat to indemnify Indemnities against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

14. **Insurance.** Habitat agrees that prior to performing any work on or within the residence of a Program Eligible Household pursuant to the terms of a Repair Agreement, Habitat, at its sole cost and expense, shall procure and maintain in effect insurance coverage for general liability, automobile liability, workers compensation, and Builder's Risk against claims which may arise out of or result from rehabilitation work undertaken by Habitat, its agents, employees, volunteers, contractors and sub-contractors. Habitat shall deliver to the Program Eligible Household and City one or more certificates of coverage, with the appropriate endorsements outlined below, prior to commencement of construction of the rehabilitation work outlined in the Repair Agreement. The insurance policies shall be provided by a financially responsible insurance company authorized to write business in the State of California and have, at all times, a Best's rating of "A- VII" (A minus VII) or better by AM Best & Company, and with coverage and policy limits as follows:

(i) The general liability insurance coverage shall have a per occurrence limit of one million and 00/100 dollars (\$1,000,000.00) and an aggregate limit of at least two million and 00/100 dollars (\$2,000,000.00), and shall be endorsed to (a) include the Program Eligible Household and Indemnites as additional covered parties providing all required coverages including coverages for both ongoing and completed operations, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Program Eligible Household and Indemnites, (c) apply separately to each insured and additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation against the Program Eligible Household and Indemnites, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(ii) The auto liability insurance coverage shall cover all owned, hired and non-owned vehicles brought onto the property of a Program Eligible Household with a per occurrence limit of one million and 00/100 dollars (\$1,000,000.00) and an aggregate limit of not less than two million and 00/100 dollars (\$2,000,000.00), and shall be endorsed to (a) include the Program Eligible Household and Indemnites as additional covered parties, (b) stipulate that such coverage is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Program Eligible Household and Indemnites, (c) apply separately to each insured, Program Eligible Household and Indemnites against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability, (d) waive any and all right of subrogation against the Program Eligible Household and Indemnitees, and (e) contain a cross liability/severability endorsement (unless the base policy contains a separation of insureds clause accomplishing the same result);

(iii) Worker's Compensation insurance as required by the State of California which shall be endorsed to waive any and all rights of subrogation against the Program Eligible Household and Indemnitees; further, any and all subcontractors shall maintain insurance coverage limits in accordance with state statute which shall also be endorsed to waive any and all rights of subrogation against the Program Eligible Household and Indemnitees; and

(iv) Builder's Risk property insurance on all buildings, structures, improvements, materials and real property on site, that are intended to be, or have already been incorporated into and forming part of the rehabilitation work. Such coverage shall be in an amount not less than the final cost estimate of the Repair Agreement, plus the value of subsequent contract modifications and the cost of the materials supplied or installed by others, comprising the total value of the rehabilitation work at the property of the Program Eligible Household on a replacement cost basis, with a deductible not to exceed \$25,000.00.

15. **Interest of Public Officials.** No members, officers, or employees or agents of the City of Menlo Park, no member of the City Council and no other public official who exercises any function or responsibility with respect to this Agreement or Habitat's Project during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related subcontract agreement, or the proceeds thereof. Habitat shall incorporate in all subcontract agreements hereunder a provision prohibiting such interest.

16. **Lobbying Prohibited.** The BMR Grant Funding provided under this Agreement shall not be used by Habitat for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

17. **Religious Activity Prohibited.** There shall be no religious worship, instruction or proselytizing as a part of, or in connection with the performance of this Agreement.

18. **Events of Default.** Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and expiration of the applicable cure period described below, shall constitute a "default" under this Agreement. A Party claiming a default shall give written notice of default to the other Party specifying the default complained of. The other Party shall not be in default if (a) in the case of a monetary default, the defaulting Party cures the default within ten (10) days following receipt of the notice of default, or (b) in the case of a non-monetary default, the defaulting Party fully cures, corrects or remedies the default within thirty (30) days following receipt of such notice of default or, if the non-monetary default cannot be cured within 30 days, the defaulting Party commences to

cure the default within such 30-day period and thereafter diligently and continuously prosecutes such cure to completion.

19. **Non-Binding Mediation.** If the Parties are unable to resolve any dispute arising in connection with this Agreement, the Parties agree to submit such dispute to a mutually acceptable professional mediator and to negotiate in good faith toward reaching a resolution of the dispute prior to taking legal action pursuant to Section 20, below. Each Party shall pay an equal share of the mediator's fees and expenses. Each Party shall be responsible for any other fees or costs such Party incurs in connection with participation in the mediation. The time between a Party's written request for mediation and the mediation itself, not to exceed ninety (90) days, shall toll the running of any applicable period of limitations for filing a claim or action.

20. **Remedies.** If either Party is in default under this Agreement following notice and expiration of applicable cure periods, the non-defaulting Party, following completion of the non-binding mediation conducted in accordance with Section 19 above, shall be entitled to pursue all remedies provided herein or available at law or in equity. Any legal actions under this Agreement shall be instituted in the Superior Court of San Mateo County, State of California. Any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party. Notwithstanding any other provision hereof to the contrary, neither Party shall be entitled to recovery of, and each Party hereby waives any right to pursue, any consequential, special or punitive damages in the event of a default by the other Party.

21. **No Member Liability.** No member, official or employee of either Party shall be personally liable to the other in the event of any default or breach by the defaulting Party or for any amount to which the non-defaulting Party may become due under the terms of this Agreement.

22. **Entire Agreement; Amendment.** This Agreement and the other exhibits, attachments and documents referenced in this Agreement, constitute the entire understanding and agreement of the Parties, and supersede all negotiations or previous agreement between the Parties with respect to all or any part of the subject matter hereof. This Agreement and the other exhibits, attachments and the documents referenced in this Agreement, may be amended only in writing signed by authorized representatives of City and Habitat.

23. **Notice.** Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified

mail or sent via overnight courier, to the Party in question at the then current primary business of such Party, or at such other address as that Party may later designate by notice. The current primary business addresses of the Parties are shown below:

Habitat: Habitat for Humanity Greater San Francisco  
300 Montgomery Street, Suite 450  
San Francisco, California 94104  
Attention: Maureen Sedonaen, Chief Executive Officer

with a copy to: Goldfarb & Lipman LLP  
1300 Clay Street, 11th Floor  
Oakland, California 94612  
Attention: Karen Tiedemann

City: City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Attention: City Manager

with a copy to: Burke, Williams & Sorensen, LLP  
181 Third Street  
San Rafael, CA 94901-6587  
Attention: Nira F. Doherty, City Attorney

Notices shall be effective three business days after mailing if sent by registered or certified mail or one business day after mailing if sent via overnight courier.

24. **Severability**. Should any provision of any of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions of this Agreement which shall remain in force to the maximum extent possible.

25. **Interpretation**. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to interpret such Agreement. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written."



26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

27. **No Conflicts of Interest.** Each Party warrants to the other that no member of the governing body of the City or Habitat and no other official of either Party during his/her tenure and for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or the Agreement, and Habitat shall incorporate, or cause to be incorporated, in all such contracts or subcontracts pertaining to the Project a provision prohibiting such interest pursuant to the purposes of this certification.

28. **Counterparts.** This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

29. **Further Assurances.** From and after the Effective Date of this Agreement, the Parties agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to timely complete the actions contemplated by this Agreement.

30. **Authorized Representatives.** Whenever under the provisions of this Agreement the approval of the City is required, or the City is required to take some action at the request of Habitat, such approval or request shall be given for the City by the City Manager or his or her designee, and Habitat shall be authorized to rely upon such approval or request.

31. **No Assignment.** Habitat may not assign its rights or obligations under this Agreement without the express written consent of the City, which may be granted or denied in its sole discretion.

32. **Authority.** Each Party represents that the signatory has the authority to bind each respective entity, and assents to each and every term contained within this Agreement.

33. **No Third Party Beneficiaries.** It is the intention of the Parties that under no circumstances are any rights created for persons or entities who are not parties to this Agreement and City owes no duty to any persons or entities not parties to this Agreement under a third party beneficiary theory or under any other theory of law.

34. **Attorneys' Fees.** If either Party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover all litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses and reasonable attorneys' fees.

35. **No Joint Venture**. It is expressly understood and agreed that neither Party shall become as a result of this Agreement a partner of the other nor a joint venturer with the other Party in the conduct of such Party's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of principal and agent, partnership, joint venture, or association as between City and Habitat.

36. **Successors and Assigns**. Subject to the restrictions on assignment set forth in Section 31 above, all of the terms, covenants and conditions of this Agreement shall be binding upon City and Habitat and their respective permitted successors and assigns.

(Remainder of page intentionally left blank)

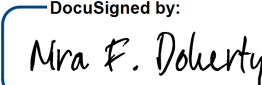
CITY:

CITY OF MENLO PARK,  
a California municipal corporation

By:   
Justin Murphy, City Manager

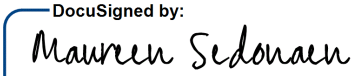
Date: 6/8/2023  
("Effective Date")

APPROVED AS TO FORM:

  
Nira Doherty, City Attorney

HABITAT:

HABITAT FOR HUMANITY GREATER SAN FRANCISCO, INC.,  
a California non-profit public benefit corporation

By:   
Name: Maureen Sedonaen

Its: CEO

Date: 6/7/2023



March 15, 2025

Tim Wong  
Housing Manager  
City of Menlo Park  
701 Laurel  
Menlo Park, CA 94025

Re: Belle Haven Home Preservation Award

Hi Tim,

Habitat for Humanity Greater San Francisco is fortunate to partner with the City of Menlo Park to do home repair work for the Belle Haven neighborhood. Due to the slow response to the extensive outreach for this neighborhood, I wanted to request some changes that will spur the use of the available loan funds. The following changes are suggested are below:

- Expand the Area Median income ranges from <80% AMI to <120% AMI for the Belle Haven neighborhood.
- Expand the geographic service to the whole City of Menlo Park at <80% AMI
- Extending the award for 12 additional months

These suggested changes will spur the use of the loan funds. The administrative funding we have are sufficient to cover this additional work over an extended period.

Best Regards

A handwritten signature in blue ink, appearing to read "Pamela Dorr".

Pamela Dorr  
Vice-President  
Home Preservation