

HOUSING AUTHORITY REPORT

**DATE ISSUED:** April 7, 2009

**REPORT NO:** HAR 09-012

**ATTENTION:** Members of the Housing Authority  
For the Agenda of April 21, 2009

**SUBJECT:** Standardization of Existing Agreements for the Administration of Housing Enhancement Loan Programs in the City Heights and newly expanded Southeast San Diego Redevelopment Areas

**REQUESTED ACTION:**

- 1) Approve amendments to standardize the Agreements and Scopes of Services between the City Redevelopment Agency and the San Diego Housing Commission for the administration of Housing Enhancement Loan Programs (HELP) in the existing Redevelopment Area of City Heights and incorporating the existing Mount Hope and Southcrest Areas into an expanded Southeast San Diego Area in Southeastern Economic Development Corporation's (SEDC) area of influence;
- 2) Approve the transfer of approximately \$146,850 of Fiscal Year 2008 carry over funds in the existing Mount Hope and Southcrest Redevelopment Area trust accounts maintained by the Housing Commission for the initial funding in Fiscal Year 2009 of the newly expanded Southeast San Diego Area HELP Program.

**STAFF RECOMMENDATION:**

- 1) Authorize the President and Chief Executive Officer of the San Diego Housing Commission to execute the amended standardized Agreements and Scopes of Services with the City Redevelopment Agency to administer the respective Housing Enhancement Loan Programs (HELP) for the existing Redevelopment Area of City Heights and incorporating the existing Mount Hope and Southcrest Areas into an expanded Southeast San Diego Area in SEDC's area of influence;
- 2) Approve the transfer of approximately \$146,850 of Fiscal Year 2008 carry over funds in the existing Mount Hope and Southcrest Redevelopment Area trust accounts maintained by the Housing Commission for the initial funding in Fiscal Year 2009 of the newly expanded Southeast San Diego Area HELP Program.

**SUMMARY:**

The San Diego Housing Commission has administered Housing Rehabilitation Programs on behalf of the City Redevelopment Agency and SEDC for several years, beginning with the Redevelopment Area of Mount Hope (1991), Southcrest (1997), City Heights (2003), Crossroads (2004), and Linda Vista (2005). During the current fiscal year, an incremental process of standardizing the terms and guidelines of the various area programs has begun in order to facilitate program administration. Recent approvals of standardized agreements include North Park and San Ysidro (HAR 08-23), and Crossroads and Linda Vista (HAR 08-32).

The action requested by this report will standardize the Agreements and Scopes of Services in the existing City Heights Redevelopment Area and a newly expanded Southeast San Diego Area, which will incorporate the existing Mount Hope and Southcrest Areas and cover SEDC's area of influence. The attached Agreement and Scope of Services for the City Heights Redevelopment Area (Attachment 1)

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will be the model for standardization for the Southeast San Diego Redevelopment Area as well which will have a separately executed Agreement to allow for minor variations. Each Redevelopment Area is funded from accrued Tax Increment Housing Set-aside funds from its individual Redevelopment Project Area. The proposed programs would provide up to \$35,000, plus a \$10,000 incentive for energy or water conservation improvements in the Southeast San Diego Area (see map, Attachment 2), or \$25,000, plus a \$5,000 energy or water conservation incentive in the City Heights Area. These deferred payment loans at three percent simple interest will be forgivable over a ten-year period to owner-occupants of one- or two-unit properties within the individual Redevelopment Areas who earn no greater than 100% of Area Median Income (AMI) (currently \$74,900 for a four person household). These loans would be for exterior enhancement as well as health and safety hazard elimination. An administrative fee of 15% of each funded loan would be provided to the Housing Commission for program administration and would come from the annually budgeted amount from each Redevelopment Area.

**FISCAL CONSIDERATIONS:**

The approved Fiscal Year 2009 City Heights Redevelopment Area Housing Rehabilitation Program loan budget of \$1,422,472, derived from tax increment housing set-aside funds, will assist forty-seven to fifty-seven homeowners, and the total Fiscal Year 2008 carry over funds of approximately \$146,850 for the Southeast San Diego Redevelopment Area program in Fiscal Year 2009 would assist four homeowners earning no more than 100% AMI, with the expectation of new funding in FY2010.

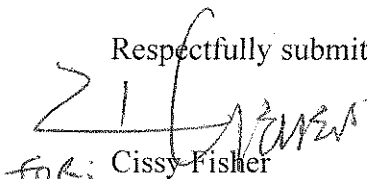
**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

City Redevelopment Agency and SEDC staff have presented and discussed the Housing Enhancement Loan Programs to the respective Project Area Committees (PACs) and PAC Housing Subcommittees of their areas, and those advisory groups have approved the standardized approach and loan amount increases where applicable.

**KEY STAKEHOLDERS & PROJECTED IMPACTS:**

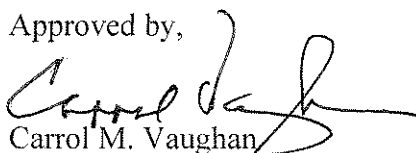
The potential beneficiaries of these loans are one hundred owner-occupants of residences located within the City Heights Redevelopment Area and SEDC's area of influence indicated in this report whose household incomes are no greater than 100% AMI. The subject redevelopment areas are located in Council Districts 3, 4, 7 and 8 within the City of San Diego.

Respectfully submitted,

  
for: Cissy Fisher

Assistant Vice President  
Housing Development & Finance

Approved by,

  
Carrol M. Vaughan

Executive Vice President &  
Chief Operating Officer

Attachments:

- 1) City Heights Redevelopment Housing Enhancement Loan Program Agreement and Guidelines
- 2) SEDC Area of Influence Map

# ATTACHMENT 1

**AMENDED AGREEMENT  
BY AND BETWEEN  
THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO  
AND  
THE CITY OF SAN DIEGO HOUSING COMMISSION  
IN CONNECTION WITH THE CITY HEIGHTS REDEVELOPMENT HOUSING  
ENHANCEMENT LOAN PROGRAM**

**THIS AMENDED AGREEMENT** [Agreement] is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Redevelopment Agency of the City of San Diego, a public body, corporate and politic [Agency], and the San Diego Housing Commission, a public agency [Commission], collectively referred to herein as the Parties, with reference to the following:

## RECITALS

WHEREAS, on or about February 13, 2004, the Agency and the Commission entered into an Agreement for the administration of the City Heights Redevelopment Project Area Housing Rehabilitation Program; a copy of the Agreement entered into by the Parties on or about February 13, 2004 is on file in the office of the secretary to the Agency as Document No. D-03714/R-03714; and

WHEREAS, on or about November 16, 2005, the Agency and the Commission entered into a First Amendment to the Agreement Between the Redevelopment Agency of the City of San Diego and San Diego Housing Commission; a copy of the First Amendment to the Agreement entered into by the Parties on or about November 16, 2005 is on file in the office of the secretary to the Agency as Document No. D-03969/R-03969; and

WHEREAS, this Agreement shall amend, replace and supersede in its entirety the Agreement entered into by the Parties on or about February 13, 2004 and the First Amendment to the Agreement entered into by the Parties on or about November 16, 2005 and filed with the office of the secretary to the Agency as Document Nos. D-03714 and D-03969 respectively; and

WHEREAS, the City Heights Redevelopment Project Area [Project Area] is a redevelopment project area adopted by the Agency pursuant to the California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.); and

WHEREAS, the Agency is engaged in activities necessary to carry out and implement the Redevelopment Plan for the Project Area; and

WHEREAS, pursuant to Health and Safety Code Section 33334.2, the Agency must set aside not less than twenty percent (20%) of tax increment funds generated in a project area to be used for the purposes of increasing, improving, and preserving the community's supply of low- and moderate- income housing available at affordable housing cost to persons and families of low- or moderate- income, lower income households, very low income households, and extremely low income households, that is occupied by these persons and families; and

WHEREAS, in accordance with Health and Safety Code Section 33334.2, the provision of homeownership and housing rehabilitation and enhancement opportunities for low- and moderate-income households are eligible uses of the 20% housing set-aside funds described above; and

WHEREAS, the Agency believes that housing rehabilitation and enhancement is an important factor in promoting neighborhood and community stability, encouraging private investment, and improving the local housing stock; and

WHEREAS, the Agency has established a newly revised City Heights Redevelopment Housing Enhancement Loan Program [Program] as part of an overall redevelopment program to increase, improve, and preserve the supply of low- and moderate- income housing occupied by persons and families of extremely low-, very low-, low- and moderate- income within the City Heights Redevelopment Project Area, as defined and depicted in the map attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Program is designed to provide a one-time only loan, forgivable over a ten (10) year period, to owner-occupants, of one- and two- unit residential properties, located in the City Heights Redevelopment Project Area, whose gross household income is no greater than one hundred percent (100%) of the area median family income [AMI] for San Diego County as annually estimated by the U.S. Department of Housing and Urban Development and published by the California Department of Housing and Community Development; and

WHEREAS, subject to the availability of Program funds, the Agency would loan an amount up to \$30,000 to be used toward rehabilitating and enhancing the interior and exterior conditions of the owner-occupants' dwellings; and

WHEREAS, the Project Area will benefit from the Program in that the housing rehabilitation and enhancement opportunities provided by the Program will promote neighborhood and community stability, encourage private investment, and improve the local housing stock; and

WHEREAS, on July 29, 2003, pursuant to Resolution No. R-03663, the Agency initially authorized the expenditure of an amount not to exceed \$350,000 of Low and Moderate Income Housing Set Aside for the former City Heights Redevelopment Project Area Housing Rehabilitation Program approved at such time; and

WHEREAS, although the initial Agency funding allocation of \$350,000 has been exhausted, subsequent allocations were made by the Agency to the City Heights Redevelopment Project Area Housing Rehabilitation Program in addition to accrued interest and loan repayments of which, as of June 30, 2008, approximately \$893,625 of said funds are now available to be carried over to fund the loans and costs associated with the administration and management of the Program [Program Purposes]; and

WHEREAS, in addition to the carry over funds of approximately \$893,625, the Agency has duly authorized the expenditure of Low and Moderate Income Housing Set Aside Funds generated in the Project Area in an amount not to exceed \$400,000, which said funds are available in the Fiscal Year 2008-2009 Budget and identified therein to be expended for Program Purposes; and

WHEREAS, the approximate \$893,625 carry over funds and the new expenditure of \$400,000, totaling approximately \$1,293,625, are available to be expended for Program Purposes; and the Agency, in its sole discretion, may later approve additional financial allocations to the Program, upon which the terms of this Agreement shall apply to those additional financial allocations; and

WHEREAS, the Commission is a public entity established by the City Council of the City of San Diego [City] to provide quality, affordable housing opportunities for the City's elderly, disabled, and moderate- and low- income populations; and

WHEREAS, the Agency requires the services of an organization to provide for the administration and management of the Program and the Agency finds that the Commission has the expertise, experience and personnel necessary to provide the services required for the administration and management of the Program; and

WHEREAS, in light of the above, the Agency and the Commission desire to enter into this Agreement whereby the Agency agrees to retain the Commission, and the Commission agrees to provide the services required for the administration and management of the Program, including management and expenditure of the Agency Funds allocated toward the Program.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

## **ARTICLE 1: PURPOSES AND SCOPE OF AGREEMENT AND PROGRAM**

**1.1 Purpose of Agreement:** The Parties acknowledge and agree that the purpose of this Agreement is for the Agency to retain the services of the Commission to administer and manage the Program on behalf of the Agency for the benefit of eligible owner-occupants located within the City Heights Redevelopment Project Area and to take all actions necessary to implement the Guidelines for the Program approved by the Agency [Program Guidelines] attached hereto as Exhibit "B" and incorporated herein by this reference, including, without limitation, the management and expenditure of Agency Funds allocated toward the Program and entering into and executing a Memorandum of Lien Affecting Real Property with each participant which establishes the terms, conditions, and requirements for participation in the Program in accordance with the Program Guidelines.

**1.2 This Agreement Amends, Replaces and Supersedes in Its Entirety Previous Agreement:** The Parties acknowledge and agree that this Agreement shall amend, replace and supersede in its entirety the Agreement for the administration of the former City Heights Redevelopment Project Area Housing Rehabilitation Program entered into by the Parties on or about February 13, 2004 and the First Amendment to the Agreement entered into by the Parties on or about November 16, 2005 and filed with the office of the secretary to the Agency as Document Nos. D-03714 and D-03969 respectively.

**1.3 Compliance with California Community Redevelopment Law:** The Parties acknowledge and agree that the Commission's administration and management of the Program including, without limitation, ensuring compliance with the affordability requirements, shall be performed in accordance with all applicable law including, without limitation, the Community Redevelopment Law.

**1.4 Independent Administration/Management:** The Parties acknowledge and agree that the Commission's administration and management of the Program shall be performed independently and separately from, but may be done in conjunction and coordination with, the Commission's other housing programs. Any and all costs incurred by the Commission and paid for by Agency Funds pursuant to this Agreement shall be directly related and solely attributable to the administration and management of the Program and not the Commission's other housing programs. Similarly, the loan and use of any Agency Funds shall be done pursuant to the Program and not the Commission's other housing programs.

**1.5 Purpose of Program:** The Parties acknowledge and agree that the purpose of the Program is to provide financial assistance to extremely low, very-low, low and moderate-income owner-occupants [Participants] of one- and two- unit residential properties and located within the City Heights Redevelopment Project Area to be used for the purposes of rehabilitating and enhancing the interior and exterior conditions of their dwellings and/or providing water conserving landscape improvements and/or energy conserving improvements to their properties [Project(s)]. To be eligible to participate in the Program, a Participant's gross household income may not exceed one hundred percent (100%) of the AMI for San Diego County.

**1.6 Agency Funds:** The Parties acknowledge and agree that approximately Eight Hundred Ninety Three Thousand Six Hundred Twenty Five Dollars (\$893,625) of previously allocated funds currently remain available as of June 30, 2008 to fund the loans provided pursuant to the Program and to pay for the administrative costs associated with the Commission's administration and management of the Program [Program Purposes] and shall be carried over by the Parties to be expended for Program Purposes. Additionally, the Agency has allocated funds available in the Fiscal Year 2008-2009 Budget in the total amount not to exceed Four Hundred Thousand Dollars (\$400,000) to be expended for Program Purposes. The approximate \$893,625 carry over funds and the new expenditure of \$400,000, totaling approximately \$1,293,625 and collectively referred to herein as Agency Funds, shall be expended for Program Purposes. The Commission shall manage and expend the Agency Funds only for Program Purposes and in the designated amounts as authorized by this Agreement. The Commission shall not commit any additional funds of the Agency in the implementation of the Program in excess of the Agency Funds approved and allocated by the Agency. The Agency may, however, in its sole discretion, approve additional financial allocations to the Program to be used for Program Purposes and the terms of this Agreement shall apply to the additional financial allocations.

## **ARTICLE 2: EFFECTIVE DATE AND TERM OF AGREEMENT**

**2.1** This Agreement shall become effective, and the performance of responsibilities hereunder shall commence, upon the date on which this Agreement is executed by all Parties and approved by the Parties' respective legal counsel [Effective Date], and shall continue in full force and effect until the Agreement is otherwise terminated by either one or both Parties in accordance

with the provisions of this Agreement.

**2.2** If the Agency does not appropriate funds to the Program in any given fiscal year and neither party has terminated this Agreement, this Agreement shall continue in effect with respect to the Agency Funds then in the Program or subsequently appropriated for the Program.

### **ARTICLE 3: AGENCY RESPONSIBILITIES**

**3.1 Approvals:** The Agency agrees to prepare the necessary documentation, with reasonable assistance from the Commission, for any action taken, or to be taken, by the Agency or the City that is required to implement the Program. The Agency agrees to use its best efforts to seek any necessary approvals from the Agency or the City that are required to implement the Program.

**3.2 Program Review:** The Agency shall have the right but not the obligation, in the Agency's sole discretion and during normal business hours, to review the Commission's records with respect to the Commission's performance of this Agreement including, but not limited to, those records kept or maintained in the administration, management and implementation of the Program. The Agency shall have the right to monitor and evaluate the Commission's administration, management or implementation of the Program. The Commission staff members shall reasonably cooperate with the Agency in connection with such monitoring and evaluation activities.

**3.3 Agency Staff Assistance:** The Agency staff members shall provide assistance, where feasible, to the Commission in the development of procedures for the Program and any related marketing strategies for purposes of implementing this Agreement.

**3.4 Meetings:** The Agency staff shall be responsible, upon the Commission's request, for convening, planning, evaluating, and coordinating meetings on an as-needed basis when the Agency's input is required for the administration and implementation of the Program.

### **ARTICLE 4: COMMISSION RESPONSIBILITIES**

#### **4.1 Program Administration and Management:**

**4.1.1** The Commission shall administer and manage the Program and the Agency Funds in accordance with the terms of this Agreement and the Program Guidelines.

**4.1.2** The Commission shall thoroughly review all applications submitted to the Agency for a forgivable loan pursuant to the Program.

**4.1.3** The Commission shall thoroughly evaluate each applicant and the subject property and render a written determination on the eligibility of the applicant and the property to participate in the Program according to the Program Guidelines.

**4.1.4** The Commission shall thoroughly evaluate each improvement proposed by each applicant and render a written determination on the eligibility of each improvement for

Agency financial assistance according to the Program Guidelines.

**4.1.5** The Commission shall confirm that all documents required to be submitted by an applicant in order to qualify as a Participant, pursuant to the Program Guidelines, have been properly submitted to the Commission and are deemed complete.

**4.1.6** The Commission shall determine the amount of the loan which a Participant may be eligible to receive from the Agency toward his/her Project. In this regard, the Commission shall consult with the Agency as needed. The Commission shall request all necessary information from the Participant upon which to render this determination.

**4.1.7** The Commission shall confirm that, once a Project is approved and prior to the commencement of any work on a Project, the Participant and the Commission enter into and execute the Memorandum of Lien Affecting Real Property [Memorandum of Lien], which evidences the loan amount and the terms and conditions of the loan and imposes a ten (10) year deed restriction on the subject property. The Memorandum of Lien shall be in a form mutually agreed upon by the Commission and the Participant consistent with the Program Guidelines and substantially in the form of the Memorandum of Lien attached as Exhibit "A" to the Program Guidelines (Exhibit "B" attached hereto). Commencement of work without an executed Memorandum of Lien will automatically disqualify a Participant from being eligible to participate in the Program. The Commission shall confirm that the Memorandum of Lien is recorded against the subject property in the records of the County Recorder for San Diego County.

**4.1.8** The Commission shall secure all personnel necessary to administer and manage the Program in accordance with the terms of this Agreement including, but not limited to, marketing and outreach specialists, inspectors familiar with the City's codes, regulations, and permit processes, and sufficiently knowledgeable personnel to perform all necessary contract and subcontract administration and loan processing services.

**4.1.9** The Commission shall comply with all monitoring requirements imposed by law including, without limitation, the monitoring requirements of the Agency set forth in the California Community Redevelopment Law.

**4.1.10** With regard to each loan made by the Agency pursuant the Program, the Commission shall monitor each Participant's compliance with all Program contract and eligibility requirements including, but not limited to, affordable housing and area median income eligibility, ownership, occupancy, and health and safety conditions. In this regard, the Commission shall conduct all necessary inspections to ensure a Participant's compliance with all Program contract and eligibility requirements and to use good faith efforts to detect any noncompliance issues including, but not limited to, any breaches of a Participant's contractual obligations.

**4.1.11** In the implementation of the Program and performance of this Agreement, the Commission shall process any and all required financial documents including, but not limited to, liens, lien releases, trust deeds, contracts and inspection records and shall maintain these records in an organized manner and format readily accessible by the Agency.



**4.1.12** The Commission shall confirm that each Participant has properly obtained all insurance policies required by the Program Guidelines and that the Commission and the Agency are listed as additional insureds on those insurance policies as specified in the Program Guidelines.

**4.1.13** The Commission shall inspect the improvements and confirm that all improvements were constructed and completed in accordance with the Commission's approval and conditions for the loan.

**4.1.14** The Commission shall prepare the reports referenced in Section 4.2 hereof and timely provide copies of same to the Agency.

## **4.2 Reporting Requirements:**

**4.2.1** By July 31<sup>st</sup> of each year during the Term of this Agreement, the Commission shall prepare and submit to the Agency annual reports outlining the progress of the Program for the previous fiscal year.

**4.2.2** By January 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup>, and October 31<sup>st</sup> of each year during the Term of this Agreement, the Commission shall prepare and submit to the Agency a quarterly report outlining the overall progress of the Program for the previous calendar quarter.

**4.2.3** The annual and quarterly reports shall be in a format approved by the Agency and shall include at a minimum the following information by Redevelopment Project Area and target housing development:

- a. Number of applications processed to date;
- b. Number of applications approved to date;
- c. Number of loans made to date;
- d. Amount of Agency Funds expended to date;
- e. Total amount of Agency Funds remaining to date for Program assistance and the remaining balance of the Agency Account, as defined in Section 5.3 below, and a description of any discrepancy between the two amounts;
- f. Number of Projects funded and completed to date;
- g. Number of Projects funded but not yet completed to date;
- h. The number of units, including the number of bedrooms per unit, participating in the Program;

- i. Income levels of Participants in the Program;
- j. Description of completed improvements funded by the Agency loan;
- k. Supplemental funds (such as other Commission, City or Agency loans, grants, owner funds, private funds, and/or other loans) used in each Project;
- l. Amount of funds returned to the Agency Account as a result of repayment of the Agency's loans made pursuant to the Program;
- m. Amount of interest earned to date on the Agency Funds;
- n. Amount of Agency Funds transferred from the Agency Account to the Commission's account;
- o. Amount of administrative costs incurred for the administration and management of the Program, including the total compensation paid to the Commission by the Agency for the Commission's services rendered pursuant to this Agreement, as authorized by Section 6 of this Agreement;
- p. Description of marketing efforts performed, and description of the results and needs identified from the marketing efforts; and
- q. Before and after photos of each Project.

**4.3 Equal Employment Opportunity Outreach Program:** The Commission acknowledges and agrees that it is aware of, and shall comply with, the City's Equal Employment Opportunity Outreach Program and San Diego Municipal Code Sections 22.2701 through 22.2707. The Commission shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Commission shall provide equal opportunity in all employment practices. The Commission shall ensure that its subcontractors, if any, comply with this program. Nothing in this Section shall be interpreted to hold the Commission liable for any discriminatory practice of its subcontractors. The Commission has submitted and the Agency acknowledges receipt of a current Work Force Report or, if required, a current Equal Employment Opportunity (EEO) Plan.

**4.4 Non-Discrimination in Contracting Ordinance:** The Commission shall comply with the City's Nondiscrimination in Contracting Ordinance, set forth in San Diego Municipal Code Sections 22.3501 through 22.3517.

**4.5 American With Disabilities Act:** The Commission acknowledges and agrees that it is aware of and shall comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated Americans with Disabilities Act [ADA]. The Commission shall be solely responsible for ensuring that all activities engaged in pursuant to this Agreement are in compliance with all applicable ADA law.

## ARTICLE 5: MANAGEMENT AND EXPENDITURE OF AGENCY FUNDS

5.1 The Commission acknowledges and agrees that the Agency Funds shall be used solely to fund the loans provided pursuant to the Program and to fund the administrative costs associated with the Commission's administration and management of the Program within the City Heights Redevelopment Project Area, including the compensation paid to the Commission.

5.2 The Commission acknowledges and agrees that necessary funds for the loans provided pursuant to the Program and the administrative costs associated with the Commission's administration and management of the Program including the compensation paid to the Commission, will be made available by the Agency at such time as the Agency approves financial allocations from tax increment funds generated within the Project Area and in such amounts as approved by the Agency to be expended for purposes of implementing the Program. The Commission shall not commit any additional funds of the Agency in the implementation of the Program in excess of the Agency Funds approved and allocated by the Agency for the City Heights Redevelopment Project Area to be used for Program Purposes.

5.3 The Commission shall establish a separate account for the Agency Funds identified in this Agreement [Agency Account]. The Agency Account shall be an interest-bearing account and shall include only: (a) those funds transferred from the Agency to be used for Program Purposes; (b) those funds repaid to the Commission or Agency on loans made pursuant to the Program; and (c) those funds hereinafter provided by the Agency toward the Program, and all interest earned on the aforementioned funds.

5.4 The Commission shall use such accounting information as may be provided by the Agency for managing and expending any Agency Funds. However, the banking and accounting procedures currently used by the Commission may be satisfactory to the Agency upon the Agency's prior review and approval, provided that at a minimum the procedures clearly track and account for the use of all Agency Funds and accrued interest. Interest earned on funds in the Agency Account shall be returned to the Agency Account.

5.5 Upon request from the Agency, the Commission shall not disburse any Agency Funds to a Participant until after the Agency Executive Director or designee has reviewed and approved the disbursement.

5.6 The Commission shall prepare all necessary documents to request and obtain Agency Funds payable to each Participant using Agency approved accounting information, or the Commission's current banking and accounting procedures as approved by the Agency pursuant to Section 5.4 above, to access the Agency Account.

5.7 The Commission shall monitor the use of Agency Funds including, but not limited to, monitoring loan and payment activity to ensure that sufficient funding continues to be available for potential Participants. The Commission shall inform the Agency when potential loans will fully exhaust Agency Funds available for the Program. At such time that Agency Funds are anticipated to be exhausted, the Commission shall no longer actively market the Program and shall no longer accept applications for loans pursuant to the Program, unless the Agency Funds are replenished.

**5.8** Following the execution of this Agreement and upon the request of the Commission's Chief Executive Officer or his/her designee, the appropriated Agency Funds to fund the Program in the total amount not to exceed approximately One Million Two Hundred Ninety Three Thousand Six Hundred Twenty Five Dollars (\$1,293,625), consisting of the carry over funds in the approximate amount of \$893,625 (\$350,000 of which were transferred on or about September 15, 2008) and the new expenditure of \$400,000, shall be transferred to the Commission by the Agency for deposit into the Agency Account to be expended for Program Purposes. Thereafter, any and all funds budgeted by the Agency from time to time in any subsequent years and appropriated for the Program shall be deposited into the Agency Account and classified as Agency Funds.

**5.9** The Commission shall maintain the Agency Funds in the Agency Account for the Program, monitor the use of Agency Funds, and ensure that all Agency Funds are clearly accounted for and identified. The Commission shall account for the use and/or reinvestment of the Agency Funds and all interest earned on the Agency Funds in its quarterly and annual reports to the Agency pursuant to the provisions of Section 4.2 of this Agreement. Re-invested funds shall be used to finance additional loans made through the Program and to pay compensation/administrative fees, as provided in Article 6 of this Agreement.

**5.10** Should this Agreement be terminated, the Commission shall transfer any and all unused funds in the Agency Account, including all interest earned and any money repaid to the accounts by the Program Participants or otherwise, less any administrative fees as approved by the Agency, to the Agency within thirty (30) calendar days of the notice of termination issued by the Agency or the Commission pursuant to Article 8 of this Agreement. If any loans made from the Agency Account remain outstanding at the time that this Agreement is terminated, the Commission agrees to either continue to administer such loans on behalf of the Agency upon the Agency's approval and forward repayments to the Agency upon receipt, or to assign the loan directly to the Agency or its designee.

## **ARTICLE 6: COMPENSATION AND METHOD OF PAYMENT**

**6.1** The Commission shall be fully responsible for managing, administering, and implementing the Program. The Agency shall pay to the Commission in consideration for all services rendered and responsibilities performed by the Commission pursuant to this Agreement in the amount equal to fifteen percent (15 %) of the amount of each Program loan funded during the specific fiscal year, which amount shall also be considered to include the Agency's reimbursement to the Commission for any and all administrative costs/fees incurred by the Commission in the administration, management and implementation of the Program in any Program year.

**6.2** The Commission's compensation, together with reimbursement of any administrative costs, equal to fifteen percent (15 %) of the amount of each Program loan funded during the specific fiscal year, shall be made payable by the Agency from the Agency Funds allocated to the Program. All revolving accrued Program income obtained through interest bearing accounts or loan repayments which are available for providing additional grants and loans shall likewise be included for purposes of determining the fifteen percent (15 %)

compensation/administrative fee. Payment by the Agency to the Commission pursuant to this Article 6 shall be specifically identified on each quarterly and annual report submitted to the Agency pursuant to Section 4.2 of this Agreement.

## **Article 7: MUTUAL RESPONSIBILITIES:**

**7.1 Conflict of Interest:** The Agency and the Commission [individually referred to herein as a Party and collectively referred to herein as the Parties] each represent and covenant that neither it, nor its members or employees presently have any interest, nor shall it nor its members or employees acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement.

**7.1.1** The Parties each further represent and covenant that it has established appropriate safeguards to prohibit their members and employees from using their positions for any purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or those with whom they have family, business, or other relationships. The Commission's employees shall not accept gratuities or any other favors from subcontractors or potential subcontractors, nor shall the Commission employees be or seek to become subcontractors of the Commission.

**7.1.2** The Commission shall not use funds, personnel, subcontractors, or materials paid for out of this Agreement to advocate or support any particular position on any matter that is being proposed by a vote of the people, or is being considered for enactment by any legislative body of the City or County of San Diego, State of California, or the federal government except insofar as this Agreement or a matter pertaining to its performance is properly the subject of such vote or enactment.

**7.2 Recognition of Parties in Documents:** The Parties each agree and acknowledge that the work undertaken pursuant to this Agreement is due to the efforts of both Parties. Each Party shall acknowledge the other Party's participation in the Program in all documents prepared for a Project, including contracts, brochures, press releases, reports, onsite signage, or other written or oral communications promoting the Project. The Parties shall obtain the prior review and approval of the other Party of the content, form, and location of all acknowledgments prior to their use, which approval shall not be unreasonably withheld. The following credit lines shall be used: "This Program is funded by the Redevelopment Agency of the City of San Diego" and "This Program is administered and managed by the San Diego Housing Commission on behalf of the Redevelopment Agency of the City of San Diego."

**7.3 Mutual Indemnification:** The Parties each agree to defend, indemnify, protect, and hold the other Party's officers, officials, agents, and employees harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to any person, including injury to their officers, officials, agents, and employees, or property and all claims which arise from or are directly connected with the negligence or failure to perform services or other obligations of this Agreement, or are caused or claimed to be caused by the negligence of their officers, officials, agents, or employees, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claim arising from the established sole negligence or willful misconduct of the other Party,

its officers, officials, agents, or employees.

## ARTICLE 8: TERMINATION OF AGREEMENT

**8.1 Parties' Rights to Terminate for Convenience:** Either Party may, at its sole option and for its convenience, terminate this Agreement by providing thirty (30) calendar days' prior written notice of such termination to the other Party. Such notice shall be delivered by certified mail with return receipt for delivery to the non-terminating Party. The termination of the Agreement shall be effective upon receipt of the notice by the non-terminating Party.

**8.2 Agency's Right to Terminate for Default:** If the Commission fails to perform or adequately perform any obligation required by this Agreement, the Commission's failure shall constitute a default of this Agreement. If the Commission fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from the Agency specifying the nature of the default, the Agency shall have the right in its sole discretion to immediately terminate this Agreement, and terminate each and every right of the Commission, and any person claiming any rights by or through the Commission under this Agreement. The rights and remedies of the Agency enumerated in this Section are cumulative and shall not limit the Agency's rights under any other provision of this Agreement or otherwise waive or deny any right or remedy at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the Agency against the Commission.

**8.3 Completion of Work and Agency's Right to Documents:** After termination of this Agreement by the Agency or the Commission, the Commission shall complete any and all additional work necessary for the orderly filing of documents and closing of any Agency Account created in furtherance of the Program and under this Agreement. Notwithstanding the termination of this Agreement, the Agency shall pay the Commission for such work in accordance with Section 6 of this Agreement. The Commission shall deliver to the Agency all reports, files, books, records, letters, calculations, real property related documents, and all other documents and records prepared, received or maintained in the administration, management and implementation of the Program. By delivering such documents as called for in this Section, the Commission discharges the Agency of all of the Agency's further payment obligations and liabilities under this Agreement.

## ARTICLE 9: BOOKS, RECORDS AND OTHER DOCUMENTS

**9.1 Complete Books, Records and Other Documents:** The Commission shall maintain or cause to be maintained complete and accurate reports, files, books, records, letters, calculations, real property related documents, and all other documents and records prepared, received or maintained in the administration, management and implementation of the Program under this Agreement.

**9.2 Availability:** All reports, files, books, records, letters, calculations, real property related documents, and all other documents and records prepared, received or maintained in the administration, management and implementation of the Program under this Agreement shall be made available to the Agency, the City Auditor and Comptroller, or the Agency's designee, for copying and inspection at any time without notice during normal business hours.

**9.3 Access:** The Agency shall have full and free access to all reports, files, books, records, letters, calculations, real property related documents, and all other documents and records of the Commission that are pertinent to the obligations of all Parties under this Agreement.

**9.4 Ownership:** Any reports, files, books, records, letters, calculations, real property related documents, and all other documents and records prepared, received or maintained in the administration, management and implementation of the Program under this Agreement shall become the property of the Agency. However, the Commission retains the right to use and distribute at its sole discretion any such documents in order to perform its services and obligations under this Agreement and in accordance with all applicable laws, regulations and policies. The Agency is not required to secure the prior written authorization from the Commission for the distribution of any such documents.

**9.5 Delivery:** In the event of termination of this Agreement by either Agency or the Commission, the Commission shall provide the Agency with all reports, files, books, records, letters, calculations, real property related documents, and all other documents and records prepared, received or maintained in the administration, management and implementation of the Program under this Agreement.

#### **ARTICLE 10: SUBCONTRACT, ASSIGN, TRANSFER AND DELEGATE**

The Commission shall not subcontract, assign, transfer, or delegate any of the rights, duties or responsibilities contained in this Agreement, without the advance written consent of the Agency. If the Commission does subcontract, assign, transfer, or delegate any of the rights, duties or responsibilities in violation of this Agreement, such subcontract, assignment, transfer, or delegation or other such effectuation shall be null and void and this Agreement may be immediately terminated by the Agency.

#### **ARTICLE 11: MISCELLANEOUS**

**11.1 Entire Agreement:** It is expressly understood and agreed that this Agreement constitutes the entire agreement between the Agency and the Commission and in no event shall the Commission be entitled to any compensation, benefits, reimbursements or ancillary services other than as expressly provided herein. No verbal agreements or conversation with any officer, agent or employee of either Party shall effect or modify any of the terms and conditions of this Agreement.

**11.2 Signing Authority:** The representative signing on behalf of each Party to this Agreement represents that authority has been obtained to execute this Agreement on behalf of said Party.

**11.3 Time of Essence:** Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

**11.4 Captions:** Article, Section or Paragraph titles and captions contained in this

Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

**11.5 Additional Documents:** The Parties each agree to sign any additional documents, which are reasonably necessary to carry out this Agreement or to accomplish its intent.

**11.6 Benefit and Burden:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns. This Agreement is not intended to benefit any person other than the Parties hereto.

**11.7 Governing Law:** This Agreement has been entered into in the State of California, and shall be interpreted and enforced under California law.

**11.8 Attorney's Fees:** The prevailing party in any action, including, but not limited to, arbitration, a petition for writ of mandate, and/or an action for declaratory relief, brought to enforce, interpret or reform the provisions of this Agreement shall be entitled to reasonable attorney's fees and costs incurred in such action including, but not limited to, expert's fees and costs, and other costs regardless of whether recoverable as such under statute.

**11.9 Signatures:** This Agreement may be signed in counterpart.

**11.10 Approvals:**

**11.10.1** Except as otherwise expressly provided in this Agreement, approvals required of the Agency or the Commission in this Agreement shall not be unreasonably withheld or delayed. All approvals shall be in writing. Failure by either Party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by either Party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval.

**11.10.2** When this Agreement refers to an act or approval to be performed by the Agency, that act or approval may be performed in writing by the Agency's Executive Director or designee, unless this Agreement specifies otherwise. In this regard, however, the Executive Director or designee, in his/her sole discretion, may refer any approvals required of the Agency that may be approved by the Executive Director or designee to the Agency Board for consideration and action. When this Agreement refers to an act or approval to be performed by the Commission, that act or approval may be performed in writing by the Commission's Chief Executive Officer or designee, unless this Agreement specifies otherwise. Notwithstanding, however, any amendments or modifications of this Agreement, or to any provisions hereof, shall be approved by the governing body of the Agency [Board] and the Commission.



**ARTICLE 12: AMENDMENTS OR MODIFICATIONS TO AGREEMENT**

Any amendments or modifications of this Agreement, or to any provisions hereof, shall be approved in writing by the governing body of the Agency [Board] and the Commission.

**IN WITNESS WHEREOF**, this Agreement is executed by the Redevelopment Agency of the City of San Diego by and through its Executive Director or designee, and by the San Diego Housing Commission, by and through its Chief Executive Officer or designee.

**REDEVELOPMENT AGENCY OF  
THE CITY OF SAN DIEGO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William Anderson  
Assistant Executive Director

**SAN DIEGO HOUSING COMMISSION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rick Gentry  
Chief Executive Officer

WE HEREBY APPROVE the form and legality of the foregoing Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Jan I. Goldsmith, General Counsel  
Redevelopment Agency of the City  
of San Diego

Christensen & Spath, LLP

By: \_\_\_\_\_  
Kendall D. Berkey  
Deputy General Counsel

By: \_\_\_\_\_  
Walter F. Spath III  
General Counsel  
San Diego Housing Commission

**Exhibits:**

- Exhibit "A": Map of City Heights Redevelopment Project Area
- Exhibit "B": Program Guidelines



THE CITY OF SAN DIEGO

**PROGRAM GUIDELINES**  
(Approved \_\_\_\_\_, 2009)

## **City Heights Redevelopment Housing Enhancement Loan Program**

**Program Overview:** The City Heights Redevelopment Housing Enhancement Loan Program [Program] was created by the Redevelopment Agency of the City of San Diego [Agency] as part of an overall redevelopment program to increase, improve, and preserve the supply of low- and moderate- income housing occupied by persons and families of extremely low-, very low-, low- and moderate- income within the City Heights Redevelopment Project Area [Project Area], as defined in the map depicted below.

Housing rehabilitation and enhancement has been identified as an important factor for improving neighborhood and community stability, encouraging private investment, and improving the local housing stock. In order to address the needs of the community, the City Heights Redevelopment Plan includes goals of improving, promoting and preserving the positive neighborhood characteristics of the Project Area, promoting varied housing opportunities, improving and enhancing the housing stock within the Project Area, and supporting and promoting the growth and vitality of the Project Area business environment. The Program is a mechanism authorized by the California Community Redevelopment Law to implement and achieve these goals.

The Program is intended to do the following:

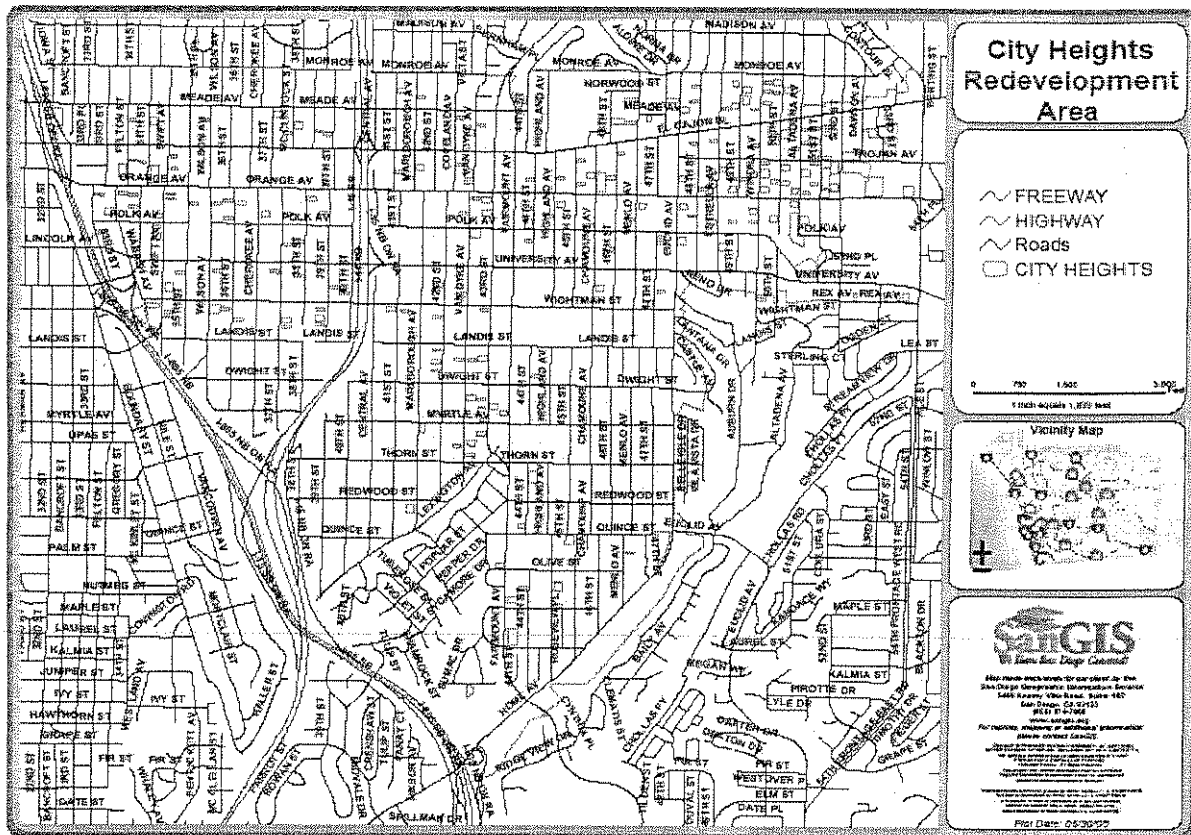
- To enhance the exteriors of properties in an effort to instill pride in the neighborhood and encourage other property owners to make improvements to their properties.
- To assist qualified residents of the City Heights Redevelopment Project Area for the purpose of improving the interior and exterior conditions of their residences and reducing energy consumption and landscape related water consumption.
- To repair interior and exterior health and safety hazards that fail housing quality standards.
- To rehabilitate, repair and install exterior improvements, including those improvements that may not be eligible in other housing assistance programs such as fencing, sidewalks and landscaping.
- To supplement, but not replace or compound, any financial assistance received from other financial assistance programs.
- To encourage and require that assisted properties be properly and sufficiently maintained for the length of the loan.

The Program is designed to provide financial assistance to eligible owner-occupants [Participants] of one and two-unit residential properties located within the City Heights Redevelopment Project Area to be used for the purposes of rehabilitating and enhancing the interior and exterior conditions of their dwellings and providing water conserving landscape improvements and/or energy conserving improvements to their properties [Projects]. To be eligible to participate in the Program, a Participant's gross household income may not exceed one hundred percent (100%) of the area median family income for San Diego County as annually estimated by the U.S. Department of Housing and Urban Development and published by the California Department of Housing and Community Development.

The financial assistance consists of a loan from the Agency, subject to an annual simple interest rate of 3%, which will be forgiven in its entirety over a ten (10) year period upon the Participant's compliance with the terms and conditions of the loan. Subject to the availability of Agency funds, the loan provided by the Agency pursuant to the Program will be in an amount up to \$30,000 for qualifying property related improvements.

The Program is managed and administered by the San Diego Housing Commission [Commission] on behalf of the Agency. As such, the Commission is the Agency's designee for purposes of performing all actions necessary to manage and administer the Program and to implement these Program Guidelines.

**Area of Availability:** The Program is available within the City Heights Redevelopment Project Area, which consists of approximately 1,984 acres, as depicted on the following map:



1. **ELIGIBILITY CRITERIA**

(A) **ELIGIBLE PARTICIPANTS**

An eligible Participant must be the record owner of a one- or two- unit residential property (as described herein below), and must maintain and occupy said property as his/her principal place of residence. The property shall be determined to be the principal place of residence of Participant if he/she resides at the property for a period of not less than eleven (11) months in any calendar year. If Participant is a new property owner, Participant shall provide to the Agency in writing his or her intention to reside at the property for a period of not less than eleven (11) months in any calendar year and thereafter reside at the property for a period of not less than eleven (11) months in any calendar year.

In addition, an eligible Participant's gross household income shall not exceed one hundred percent (100%) of the area median family income for San Diego County as annually estimated by the U.S. Department of Housing and Urban Development and published by the California Department of Housing and Community Development. "Gross household income" shall mean the combined anticipated or projected gross income for the next twelve (12) month period as annual income of all members of a household. Participants are required to provide all pertinent information requested by the Agency or its designee to establish household income.

Further, an eligible Participant must execute a Memorandum of Lien Affecting Real Property with the Agency or its designee and agree to the recordation of the Memorandum of Lien Affecting Real Property against the subject property in the records of the County Recorder for San Diego County. The Memorandum of Lien Affecting Real Property evidences the loan amount and the terms and conditions of the loan and imposes a ten (10) year deed restriction.

Provided all eligibility requirements set forth in these Program Guidelines are met, priority for the use of Agency loan funds shall be given to Participants that acquired eligible properties which were either abandoned or foreclosed upon and that are in need of rehabilitation and enhancement. For this purpose, a property has been deemed abandoned when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payments have been made by the owner for at least 90 days, and the property has been vacant for at least 90 days. For this purpose, a property has been deemed foreclosed upon at the point that, under state or local law, the mortgage or tax foreclosure is complete and the title for the property has to have been transferred from the former homeowner under some type of foreclosure proceeding or transfer in lieu of foreclosure, in accordance with state or local law.

(B) **ELIGIBLE PROPERTIES**

An eligible property must be an owner-occupied one- or two- unit residential property that is a single-family residence, an attached or unattached residence, a condominium unit, or a townhouse located within the boundaries of the City Heights Redevelopment Project Area defined herein above.

An eligible property shall not have benefited previously from any financial assistance provided pursuant to the Program. Thus, properties that have received or benefited from

financial assistance from the Program are not eligible to participate in the Program for a second time.

**(C) ELIGIBLE IMPROVEMENTS**

An eligible improvement must contribute to the visual enhancement of the property as viewed from the public right-of-way, or remedy an interior or exterior health and safety hazard that fails housing quality standards, or reduce energy consumption or landscape related water consumption. The Agency Executive Director or designee, in his/her sole discretion, shall determine whether an improvement is eligible for Program assistance.

Examples of eligible improvements include painting, lighting, windows, doors, stucco, tile, fencing, sidewalks, landscaping, roofs, flooring, carpet, lead paint abatement, electrical, cabinets, sprinklers, sod, water heaters, wall heaters, plumbing, sinks, showers, walkways, countertops, and garage doors.

Examples of ineligible improvements include non-permanent fixtures, security systems, personal property, equipment, and any improvements deemed by the Agency Executive Director or designee, in his/her sole discretion, to be inconsistent with redevelopment purposes and objectives.

Priority for use of Agency loan funds shall be given to improvements that remedy interior or exterior conditions that fail housing quality standards and threaten the health and safety of the occupant(s) and/or remedy outstanding or pending code enforcement actions involving the subject property.

**2. PROGRAM BENEFITS**

The Program provides eligible Participants the opportunity to receive a loan, forgivable over a ten (10) year period, for housing rehabilitation and enhancement purposes in an amount up to \$30,000 for qualifying property related improvements.

The Program benefits and financial assistance are available on a first-come, first-served basis and subject to availability.

**(A) LOAN AMOUNT**

Subject to the availability of Agency funds, the Agency loan will be as determined by the Agency Executive Director or designee, in his/her sole discretion, in an amount up to a maximum of \$30,000 for qualifying property related improvements.

Subject to and in accordance with the maximum loan amounts stated above, the total amount of the Agency loan shall be calculated and determined such that the value of the improvements funded by the Agency loan pursuant to this Program shall constitute less than twenty five percent (25%) of the after-rehabilitation/enhancement value of the residential property, inclusive of the land value.

The Agency loan shall supplement, and not replace or compound, any financial assistance received by a Participant from other financial assistance programs. In this regard, the

Agency loan amount provided to any Participant pursuant to this Program shall be reduced if not yet paid to the Participant or shall be immediately paid back by the Participant to the Agency or its designee in the amount equal to the financial assistance received by the Participant from another financial assistance program for the same improvement. As an example, if the Agency or its designee provides a loan to a Participant in the amount of \$5,000 for installation of solar panels as an energy conserving improvement and that same Participant receives a rebate in the amount of \$2,000 from the State for the same solar panels, the Participant shall immediately pay back to the Agency or its designee the amount of \$2,000.

**(B) INTEREST RATE**

An annual simple interest of three percent (3%) shall accrue on the principal amount of the Agency loan provided to a Participant pursuant to the Program and shall commence accruing on the date of Participant's receipt of the Agency loan.

**(C) LOAN FORGIVABLE OVER A TEN (10) YEAR PERIOD**

Any financial assistance paid by the Agency or its designee pursuant to this Program shall constitute loans made to the Participants. The loans, together with accrued interest, shall be forgiven over a ten (10) year period provided that, for a period of not less than ten (10) years from the date of Participant's receipt of the loan, the Participant continues to own and occupy the rehabilitated/enhanced property as his/her principal place of residence and the Participant complies with all other terms and conditions of the loan set forth in these Program Guidelines and the Memorandum of Lien Affecting Real Property recorded against the subject property (including that Participant properly and sufficiently maintain the property at the level of quality achieved by the rehabilitation).

The total amount of the loan and accrued interest will be forgiven in twenty percent (20%) increments on an annual basis commencing upon the expiration of the sixth (6<sup>th</sup>) year of the loan such that at the end of the ten (10) year period, the entire loan amount, together with accrued interest, will be deemed forgiven and the loan balance will be zero.

**(D) EVENT OF DEFAULT - PAYMENT OF LOAN AND ACCRUED INTEREST**

If, at any time prior to the end of the tenth (10<sup>th</sup>) year from the date of Participant's receipt of the loan, the Participant fails to own and occupy the rehabilitated/enhanced property as his/her principal place of residence or the Participant fails to comply with all other terms and conditions of the loan set forth in these Program Guidelines and the Memorandum of Lien Affecting Real Property recorded against the subject property [Event of Default], the remaining pro rata (unforgiven) share of the loan, together with all accrued and unforgiven interest, shall become immediately due and payable by the Participant to the Agency or its designee, in its sole discretion, if the Event of Default is not cured in its entirety after sixty (60) calendar days' written notice from the Agency or its designee.

Upon the occurrence of an Event of Default, the Agency loan, together with accrued and unforgiven interest, shall be repaid as follows:

End of Year	Percent of Loan to be Repaid
1 to 5	100
6	80
7	60
8	40
9	20
10	0

Notwithstanding the above, the remaining pro rata (unforgiven) share of the Agency loan, together with accrued and unforgiven interest, shall not become immediately due and payable by the Participant to the Agency or its designee in the limited circumstance where the Participant, upon obtaining prior written approval from the Agency Executive Director or designee, sells, transfers, or conveys the subject property to a succeeding property owner who shall own and occupy the property as his/her principal place of residence and whose gross household income at the time of the sale shall not exceed one hundred percent (100%) of the area median family income for San Diego County as annually estimated by the U.S. Department of Housing and Urban Development and published by the California Department of Housing and Community Development.

Notwithstanding a Participant's prepayment or repayment of the Agency loan or any portion thereof, whether by a voluntary payment or upon the Event of Default, and/or the sale, transfer, or conveyance of the property, the Memorandum of Lien Affecting Real Property shall remain in effect, including the restriction on gross household income, for the entire ten (10) year period from the date of the initial Participant's receipt of the loan.

**3. GENERAL CONDITIONS**

**(A) APPLICATION**

Each Participant is required to submit a properly completed application for Program assistance to the Agency or its designee. The Participant shall submit to the Agency or its designee, together with the completed application, itemized estimates or bids detailing the work to be completed and materials required to be purchased. The Participant shall submit all pertinent information requested by the Agency or its designee to establish household income.

The Agency Executive Director or designee shall review the application package and render a determination, in his/her sole discretion, on the eligibility of the Participant, Property and proposed improvements and on the Project's conformance to redevelopment objectives. The loan to value ratio of the property will be considered in this application review. The Agency Executive Director or designee shall notify the Participant of said determinations in writing.

Any additional requirements imposed by the Agency or its designee with regard to the application process shall be fully complied with by each Participant.

The Agency Executive Director or designee will verify with the City of San Diego [City] whether there are any outstanding or pending code enforcement actions involving the subject property.

**(B) EXECUTION OF A MEMORANDUM OF LIEN AFFECTING REAL PROPERTY**

Once the Project is approved by the Agency or its designee and prior to the commencement of any work on the Project, the Participant is required to enter into and execute a Memorandum of Lien Affecting Real Property [Memorandum of Lien] with the Agency or its designee and agree to the recordation of the Memorandum of Lien against the subject property in the records of the County Recorder for San Diego County.

The Memorandum of Lien evidences the loan amount and the terms and conditions of the loan and imposes a ten (10) year deed restriction. The Memorandum of Lien shall be in a form mutually agreed upon by the Agency or its designee and the Participant consistent with these Program Guidelines and substantially in the form as the Memorandum of Lien attached hereto as Exhibit "A" and incorporated herein by this reference.

Commencement of work without an executed Memorandum of Lien will automatically disqualify a Participant from being eligible to participate in the Program. The Memorandum of Lien shall be recorded against the subject property.

**(C) INSURANCE REQUIREMENTS**

During the entire period in which work on the Project is performed and until Project completion, Participant shall obtain and maintain in effect for said period all insurance policies as required by the Agency or its designee. The Participant shall name the City, the Agency and its designee as additional insureds on all required insurance policies.

**(D) FUNDS AVAILABILITY**

Funds are limited. Therefore, participation of any Project in the Program is subject to the availability of funds.

**(E) PROJECT MANAGEMENT**

All Participants shall be fully responsible for managing the construction, work, or performance of their respective Projects including, without limitation, obtaining bids, selecting a licensed contractor(s) if required, obtaining all necessary approvals, permits, and insurances, overseeing work of contractors or other providers, and paying all invoices for the work, materials, and supplies.

The Participant, and not the Agency or its designee, shall be fully responsible and liable for all payments to all contractors, materials suppliers, vendors, and the like.

The Participant is solely responsible for hiring a contractor or provider if necessary, and all contractual obligations regarding the improvement work for the Project are between the Participant and contractor or provider. The Agency, the City, or their designees do not have any contractual relationship with the contractor or provider.



The Participant shall comply with all applicable federal, state and local laws and regulations pertaining to the work performed on the Project.

The Participant is solely responsible for scheduling and monitoring the construction or work of all improvements of the Project.

The Participant is solely responsible for making all payments to the contractor, suppliers, and vendors and is solely responsible for ensuring that all contractors, subcontractors, material suppliers, and other vendors are paid in full.

The Participant is solely responsible for ensuring that all work performed on the Project is done properly and satisfactorily.

Upon completion, the Participant shall notify the Agency or its designee and call for inspection.

**(F) COMPLETION OF PROJECT**

Projects shall be completed within one (1) year from the effective date of the Memorandum of Lien entered into by and between the Participant and the Agency or its designee.

**(G) OBLIGATION TO REFRAIN FROM DISCRIMINATION**

Each Participant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, ancestry, sexual orientation, marital status, color, creed, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. This language shall be incorporated into all contracts between a Participant and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.

Each Participant shall covenant and agree for itself, its successors and its assigns to the subject property, or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.

**4. PROJECT ADMINISTRATOR**

The Program is managed and administered by the Commission on behalf of the Agency. As such, the Commission is the Agency's designee for purposes of performing all actions necessary to manage and administer the Program and to implement these Program Guidelines.

The Commission has administered rehabilitation programs for more than twenty (20) years and can use its programs to supplement the Program. The Program is unique because the funds can be used for outside rehabilitation of fencing, sidewalks, painting, landscaping, and can be used for residents earning up to 100% Area Median Income, where Commission programs are limited to 80% Area Median Income.

For more information on the City Heights Redevelopment Housing Enhancement Loan Program, please contact the **Redevelopment Agency of the City of San Diego**, City Planning and Community Investment Department, at **(619) 236-6531** or visit the Agency's Web site at **[www.sandiego.gov/redevelopment-agency](http://www.sandiego.gov/redevelopment-agency)**.

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*Prepared by the City of San Diego's City Planning and Community Investment Department  
Redevelopment Division 12/08*

# SEDC AREA OF INFLUENCE

