

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 28-2020

Adopted October 20, 2020

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT ("MOHCD") GOVERNING ADMINISTRATION OF THE LEGACY FOUNDATION HOMEOWNERSHIP GRANT PROGRAM; AND AUTHORIZING A PAYMENT OF \$180,000 FROM THE PHASE 1 COMMUNITY BENEFIT FUND TO MOHCD TO FUND THE LEGACY FOUNDATION HOMEOWNERSHIP GRANT PROGRAM; HUNTERS POINT SHIPYARD AND BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREAS

WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq.), the Redevelopment Agency of the City and County of San Francisco (the "**Former Agency**") undertook programs for the redevelopment of blighted areas in the City, including within the Hunters Point Shipyard ("**HPS**") and Bayview Hunters Point ("**BVHP**") Redevelopment Project Areas; and,

WHEREAS, The Former Agency was dissolved in 2012 in accordance with California Health and Safety Code §§ 34170 et seq. (the "**Dissolution Law**"), and under Dissolution Law and San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("**Commission**") and delegating to it state authority under the Dissolution Law), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Office of Community Investment and Infrastructure, or "**OCII**") is responsible for implementing the HPS and BVHP Redevelopment Projects and fulfilling the enforceable obligations under the Hunters Point Shipyard Phase 1 Disposition and Development Agreement between the Former Agency and HPS Development Co., L.P. ("**Phase 1 Developer**") (dated as of December 2, 2003, as amended and as may be further amended from time to time, the "**Phase 1 DDA**"); and,

WHEREAS, The Phase 1 DDA requires the Phase 1 Developer to pay an advance of One Million Dollars (\$1,000,000) to the Community Benefits Fund for HPS Phase 1 (the "**Phase 1 Fund**") to be administered in accordance with the Phase 1 DDA; and,

WHEREAS, The Community Ownership, Financing and Benefits Program, included as Attachment 23 to the Phase 1 DDA, calls for the creation of the BVHP Representative Entity, a quasi-public entity representing the BVHP area (sometimes referred to as the QPE and now formally referred to as The Legacy Foundation for Bayview Hunters Point or the "**Legacy Foundation**") charged with analyzing community needs and making recommendations to the Commission on the use of community benefits funds paid to OCII under the Phase 1 DDA, including the Phase 1 Fund; and,

WHEREAS, Specifically, the Phase 1 DDA provides that the Legacy Foundation fulfill the following principles: (a) have meaningful community representation with members recruited and selected through an open and fair public process; (b) as a quasi-public body, operate in conformance with all applicable laws and regulations governing conflicts of interest and open public meetings; (c) make recommendations that ensure the BVHP area and not just a few individuals benefit from the use of community benefits funds; (d) that transparency and public accountability will necessarily guide all operations and actions; (e) use of funds will focus on building the capacity of existing community-based entities wherever possible; and (f) use of funds will be geared towards leveraging additional outside sources of funds to the maximum; and,

WHEREAS, In pursuing its mission and strategies, the Legacy Foundation adopted a Five-Year Strategic Plan that identifies three areas of priority in response to community needs: (1) community and neighborhood building, (2) improving education and employment opportunities, and (3) expanding homeownership opportunities, as critical not only to the long-term prosperity of homeowners but also to the BVHP community itself. The Legacy Foundation determined that the housing and financial crises of the last several years have highlighted the need for promoting and supporting successful homeownership, which is critical not only to the long-term prosperity of homeowners but also to the BVHP community itself; and,

WHEREAS, On February 7, 2017, by Resolution No. 04-2017, the Commission endorsed the Legacy Foundation's Five-Year Strategic Plan, which programmed monies of the Phase 1 Fund (among other funds available to the Legacy Foundation) in accordance with the Legacy Foundation areas of priority. In particular, the Strategic Plan allocates One Hundred Eighty Thousand Dollars (\$180,000) to create a home purchase down payment assistance fund to support residents and purchasers in the BVHP area by providing down payment assistance in the form of equity contributions; and,

WHEREAS, This Legacy Foundation down payment assistance fund, also referred to as the Legacy in Town Grant Program ("**LIT Program**"), calls for five grants of equal amounts to be distributed in accordance with the following priorities to otherwise qualified applicants: (1) existing residents residing in the "Program Area" (94124, 94134, 94107 ZIP codes) purchasing a home in the Program Area; (2) existing residents of the Program Area purchasing a home in San Francisco; and (3) San Francisco residents purchasing a home in the Program Area; and,

WHEREAS, MOHCD operates a homeownership down payment assistance program ("**DALP**"), and MOHCD retains staff with the expertise for such a program such that economies of scale exist for MOHCD to operate the LIT Program; and,

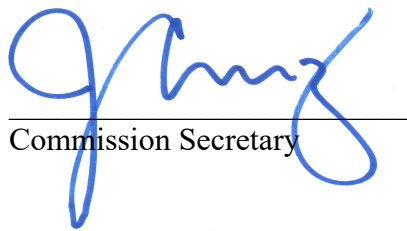
WHEREAS, MOHCD and OCII staff have prepared a memorandum of understanding ("**LIT Program MOU**") governing the administration of LIT Program applications and disbursement of LIT Program funds generally in accordance with MOHCD's DALP, but which also incorporates the LIT Program priorities, calls for specific marketing actions, and reporting requirements to the Legacy Foundation and OCII; and,

WHEREAS, The LIT Program MOU authorizes MOHCD to take a one-time disbursement from LIT Program funds of Nine Thousand Dollars (\$9,000) to defray MOHCD's costs of administering the LIT Program, resulting in a total grant amount of One Hundred Seventy One Thousand Dollars (\$171,000) or five LIT Program grants of Thirty-Four Thousand Two Hundred Dollars (\$34,200) each; and,

WHEREAS, The Legacy Foundation Board voted unanimously to use MOHCD as administrator for the LIT Program, based on their experience and expertise in administration of existing homeownership assistance programs for the City and County of San Francisco. Recognizing OCII as the Legacy's Foundation fiscal agent, the Legacy Foundation Board authorized OCII to enter into an agreement with MOHCD to administer the LIT Program; now, therefore be it

RESOLVED, That the Commission approves, and authorizes the Executive Director to execute, the LIT Program MOU substantially in the form attached hereto, and further authorizes the payment of \$180,000 to MOHCD in accordance therewith (OCII ROPS Line 26).

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of October 20, 2020.



Commission Secretary

Exhibit 1: Memorandum of Understanding between MOHCD and OCII for the LIT Program

**Memorandum of Understanding
For the Implementation of the Hunters Point Shipyard Legacy Foundation Legacy in
Town Home Down Payment Assistance Program**

This Memorandum of Understanding ("**LIT MOU**"), dated _____, 2020 ("**Effective Date**"), is between the City and County of San Francisco ("**City**") acting by and through the Mayor's Office of Housing and Community Development ("**MOHCD**"), and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (hereafter referred to as the Office of Community Investment and Infrastructure or "**OCII**"). MOHCD and OCII are collectively the "**Parties**".

RECITALS

A. In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq.), the Redevelopment Agency of the City and County of San Francisco (the "Former Agency") undertook programs for the redevelopment of blighted areas in the City, including within the Hunters Point Shipyard ("HPS") and Bayview Hunters Point ("BVHP") Redevelopment Project Areas;

B. Pursuant to California Health and Safety Code §§ 34170 et seq. (the "Redevelopment Dissolution Law") and San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("Commission") and delegating to it state authority under the Redevelopment Dissolution Law), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Office of Community Investment and Infrastructure, or "OCII") is responsible for implementing the HPS and BVHP Redevelopment Projects and fulfilling the enforceable obligations under the Hunters Point Shipyard Phase 1 Disposition and Development Agreement between the Former Agency and HPS Development Co., L.P. (dated as of December 2, 2003, as amended and as may be further amended from time to time, the "Phase 1 DDA");

C. The Community Ownership, Financing and Benefits Program included as Attachment 23 to the Phase 1 DDA calls for the creation of a quasi-public entity representing the BVHP area (the BVHP Representative Entity, also referred to as the Legacy Foundation for Bayview Hunters Point or the "Legacy Foundation") charged with analyzing community needs and making recommendations to the Commission on the use of Community Benefits Funds paid to OCII under the Phase 1 DDA;

D. On February 7, 2017, by Resolution No. 04-2017, the Commission endorsed the Legacy Foundation's Five-Year Strategic Plan, which programmed \$1,500,000 to invest in the Bayview Hunters Point community for neighborhood-building, education and workforce, and homeownership down-payment assistance. In particular, the Strategic Plan allocates One Hundred Eighty Thousand Dollars (\$180,000) to provide home purchase down payment assistance in the form of equity contributions that support residents and purchasers in the Program Area;

E. On November 18, 2019, the Legacy Foundation Board voted unanimously to use MOHCD as an administrator for the homeownership down payment assistance program, based on their experience and expertise in administration of existing homeownership assistance programs for the City and County of San Francisco; and to expand eligibility preferences for Bayview Hunters Point residents encompassed within the 94134 and 94107 zip codes, based on community input and an analysis of community needs.

F. MOHCD operates the City's homeownership down payment assistance program ("**DALP**"), and MOHCD staff retain the expertise for such a program so that economies of scale exist for MOHCD to operate the Legacy Foundation's homeownership down payment assistance program (the "Legacy In Town Program or "LIT Program"), subject to the additional provisions of

this LIT MOU;

G. The parties now wish to enter into this LIT MOU to establish terms governing the MOHCD's administration of the Lit Program.

NOW THEREFORE, for good and valuable consideration provided in accordance with the following, the Parties agree as follows:

A. **Scope of MOU**. This LIT MOU defines the working relationship between the Parties for the implementation of the LIT Program, which OCII is implementing pursuant to OCII's enforceable obligations under the Phase 1 DDA and which MOHCD will administer on behalf of and at the request of OCII.

B. **The LIT Program**. The goal of the LIT Program is to increase homeownership by low- and moderate-income First Time Homebuyers within in District 10 (BVHP) comprised of the areas of 94124, 94134, and 94107 ZIP codes (the "**Program Area**") by providing forgivable loans to assist with a down payment or the non-recurring closing costs for the purchase of a home.

C. **Definitions**.

Unless provided in this section C or elsewhere in this LIT MOU, all initially capitalized terms are as defined in MOHCD's 2018 Downpayment Assistance Loan Program Manual (as it may be amended or replaced from time to time, the "**DALP Manual**"), except the term *DALP* is replaced by the term *LIT Program* as applicable, and other provisions reasonably modified to fit the intent of this LIT MOU.

Borrower: The applicant and all persons 18 years and older who will reside in the property.

First Time Homebuyer means an purchaser (an individual or household as applicable) that is (1) purchasing a residential property; (2) who will occupy said residential property as their principal residence; and (3) who has had no ownership interest (sole or joint, collectively or individually) in a residential unit during the three-year period preceding the date of submission of their LIT Program application.

Gross Income means the anticipated income of a borrower for the twelve-month period following the date of determination of Household Income, as determined by MOHCD pursuant to Section 2.1B.2 through 2.1C of the DALP Manual.

Household Income means the combined Gross Income for the Borrower(s) (including any other person 18 years of age or older who is expected to live in the residence).

D. **LIT Program Funds; MOHCD Fee**. OCII will provide to MOHCD the sum of One Hundred Eighty Thousand Dollars (\$180,000) ("**LIT Program Funds**") to be administered in accordance with this LIT MOU no later than 90 days from the Effective Date. MOHCD shall be entitled to retain a total of Nine Thousand Dollars (\$9,000) of LIT Program Funds to recoup administrative costs associated with administering this LIT MOU. This shall not include work funded under separate memorandum or agreement of the Parties, including the Memorandum of Understanding for the Implementation of Affordable Housing Obligations Under San Francisco Successor Agency Ordinance 215-12 which provides for Capital Housing Projects

Services, Certificate of Preference Program, and Fiscal Services. This fee is for administration of the entire LIT Program established hereunder, and MOHCD will not be entitled to additional LIT Program Funds without authorization of the Legacy Foundation.

E. **Term.** Unless otherwise terminated by written agreement of the Parties, this LIT MOU will remain in effect until all LIT Loans have been forgiven in accordance with section F.4.c, below, at which point the LIT MOU will automatically terminate without further action of either of the Parties.

F. **MOHCD Administration of the LIT Program.** MOHCD will administer the LIT Program on behalf of OCII in accordance with the following:

1. Eligible Use of Funds.

- a. Loans of LIT Program Funds ("**LIT Loans**") will be made for the purpose of assisting eligible low- and middle-income First Time Homebuyers in purchasing homes.
- b. LIT Loan funds may be used to cover customary, non-recurring closing costs up to 3% of the purchase price or appraised value of the purchased home, whichever is less.

2. Ineligible Use of Funds. All uses specified in section 1.4 of the DALP Manual, and loans to individuals referenced in section 2.1J of the DALP Manual, shall be ineligible uses of LIT Loan funds.

3. Eligibility Requirements. MOHCD will create an application form, or modify its existing application process (except see section F.10 for combining with DALP loan process), to determine applicants' eligibility with the following criteria:

- a. Borrower Preference. LIT Program Funds will be distributed on a first-come, first-served basis but prospective Borrowers must meet one of the following preferences:
 - (i) Existing residents of the Program Area purchasing a home in the Program Area;
 - (ii) Existing residents of the Program Area purchasing a home in the City; or
 - (iii) City residents purchasing a home in the Program Area.

Existing resident means residing in the Program Area for at least six consecutive months prior to application (subject to reasonable exception for military or other government service, education, or institutionalization), as demonstrated by any appropriate means determined by MOHCD.

- b. First Time Homebuyer. The Borrower must be a First Time Homebuyer as determined by MOHCD under Section 2.1A of the DALP Manual and must submit an FTH Affidavit as part of their LIT Program application.

- c. Low- or Middle-Income Homebuyers. A Borrower's Household Income may not exceed 150% of area median income in the Program Area, as determined by MOHCD pursuant to Section 2.1B.2 through 2.1D of the DALP Manual or other methodology reasonably used by MOHCD.
 - d. First-Time Homebuyer Education. Before applying for LIT Program conditional approval, all adult applicants age 18 and older who will reside in the property to be purchased must complete a homebuyer education course offered by a MOHCD-approved and HUD-Certified education provider.¹ Legal dependents and children of applicants under the age of 24 are exempt from this requirement. As part of their LIT Program application package, prospective Borrowers must include a Verification of Homebuyer Education Form issued by their course educator and dated no more than 12 months prior to their application date.
 - e. Property Eligibility. Properties purchased with LIT Program Funds must be one of the types listed in, and will otherwise be consistent with, section 2.2A-F of the DALP Manual, with the exception that the location of the properties shall be consistent with section F.3.a of this LIT MOU.
 - f. First Loan Requirements. Prospective Borrowers applying for a LIT Loan must meet the requirements of section 3.1 of the DALP Manual, except that LIT Loan funds may be used to pay for non-recurring loan closing costs up to 3% of the purchase price or appraised value, whichever is less.
4. LIT Loan Requirements. MOHCD will issue LIT Loans on the following terms:
- a. Loan Types Not Allowed. The following loan types are incompatible with the LIT Program and may not be supported by or combined with LIT Loan funds: reverse mortgage, stated income, ARM – adjustable rate mortgage, interest-only, negative amortizing, and balloon payments. MOHCD may identify additionally prohibited loan programs and/or characteristics.
 - b. Loan Amount. LIT Loans will be made in increments of Thirty-Four Thousand Two Hundred Dollars (\$34,200), or if LIT Loan funds less than the total amount of a LIT Loan have been returned in accordance with Section F.4.b, below, then a LIT Loan may be made in that lesser amount. LIT Loans may be combined with DALP funds or other sources of homebuying assistance.
 - c. Loan Term. The term of all LIT Loans shall be ten years, beginning on the closing date of the encumbered property. The LIT Loan is a no-interest no monthly payment and deferred loan due upon sale rent, or title transfer of the applicable property. All LIT Loans will be decreased by 20% of the original loan amount 72 months after the closing date ("**Forgiveness Waterfall Start Date**"), and an additional 20% of the original loan amount will be forgiven every twelve

¹ Workshops and counseling sessions are available in multiple languages. OCII and MOHCD encourage applicants to enroll in a homebuyer education course in their strongest language. A list of MOHCD-approved providers is available on MOHCD's website [here](#).

months after the Forgiveness Waterfall Start Date until the LIT Loan is forgiven in its entirety.

To remain eligible for LIT Loan forgiveness, the encumbered property must remain Borrower's Principal Residence with no unapproved renters (see sections F.11 & F.12, below) for ten consecutive years beginning substantially concurrently with the sale closing date of the encumbered property. If Borrower sells the encumbered property or no longer uses the home as its Principal Residence prior to the ten-year continuous occupancy period, the LIT Loan (or remainder not then forgiven) will immediately come due and Borrower will be required to repay the outstanding amount to MOHCD (or MOHCD may exercise any and all of its rights under its LIT Loan deed of trust and promissory note) for reuse in the LIT Program. No proration will be allowed. No prepayment penalty will be assessed.

- d. Additional Requirements. All other loan requirements specified in section 3.2c through 3.2K (sic) and Section 4 of the DALP Manual will be applicable to LIT Loans.
5. Conditional Approval. If MOHCD approves a potential Borrower's eligibility for a LIT Loan, MOHCD will issue a conditional approval letter to and reserve LIT Program Funds for the Borrower, which reservation will remain for 60 days. During this 60-day period, Borrower must enter a contract of sale to purchase a Principal Residence (sales contract), and upon such date, the reservation will be extended an additional 30 days. If the Borrower does not enter into a purchase contract within 60 days of the date of the conditional approval letter, the reservation will be terminated, unless extended by MOHCD, and the Borrower will be required to reapply for the LIT Program. MOHCD may grant one extension of up the reservation period of to 45 days if Borrower reasonably demonstrates to MOHCD that it is pre-approved for a first mortgage loan and is otherwise actively searching for eligible properties.
6. Changes. Once MOHCD has issued a conditional approval letter to a Borrower, major changes to the application are prohibited except in unusual circumstances approved by MOHCD in its sole discretion.
7. Disqualified Conditional Approval Applications. If the Borrower's conditional approval application is disqualified due to eligibility or affordability issues, the Borrower may request reconsideration of a disqualified application by submitting to MOHCD new information or documentation contesting the disqualification.

Applicants who have included an email address in their application will be notified of disqualification by email and must submit a request for reconsideration within three (3) business days from the date of the disqualification email.

Applicants who do not include an email address in their application will be notified of disqualification through the US Postal Service and must submit a request for reconsideration within five (5) business days from the date of the disqualification letter is postmarked.

MOHCD will respond within seven (7) business days from the date of the reconsideration request. No LIT Program funds will be reserved MOHCD will set aside the requested LIT Program funds until all reconsideration processes have been completed.

8. Transfers. MOHCD will not allow a transfer of a LIT Loan reservation from one eligible Borrower to another.
9. Form of Title. Tenancy-in-common is not a permitted form of ownership. Unmarried persons or three or more Borrowers must hold title as joint tenants. MOHCD may identify additionally prohibited title vesting and transfers.
10. Confirmation of Compliance; Disbursal of Funds. After Borrower provides a sales contract to purchase a Principal Residence, MOHCD will confirm that the subject property and proposed first mortgage loan meets the provisions of this LIT MOU. The Borrower will be responsible for providing to MOHCD may request from the Borrower, and the Borrower will be responsible to provide, all information reasonably necessary for MOHCD to confirm compliance with this LIT MOU.

Upon MOHCD's determination of compliance, MOHCD will distribute LIT Loan funds directly to the escrow company processing the sale upon request by the escrow company, in whatever form (e.g., wire, or bank check) MOHCD deems appropriate, and MOHCD will send an email to the escrow company authorizing "Release to Fund, Settle, and Record". The Borrower, any applicable housing counselor, and Borrower's lender will be included on this email.

Alternatively, if the LIT Loan Borrower is also a DALP Borrower, MOHCD may confirm and disperse the LIT Loan together with its processing and disbursement of the DALP loan in MOHCD's typical manner, to reduce administrative time and redundancy.

11. Owner-Occupancy Requirement. All Borrowers household members must occupy the purchased property as their Principal Residence within 60 days after the close of escrow. Thereafter, all household members must reside in the property as their Principal Residence a minimum of 10 out of 12 calendar months for the term of the LIT Loan or until the property is sold. Compliance monitoring will be performed and documented proof of occupancy required at intervals determined by MOHCD.
12. Prohibition on Renting. Borrowers are prohibited from renting or subleasing any part of the property without the prior written approval from MOHCD. No part of a property can be rented or subleased as a short-term rental or listed on short-term rental or vacation rental sites at any time.
13. Refinance/Subordination/Home Equity Lines. The LIT Loan can be subordinated to the refinancing of the existing first mortgage loan for a lower interest rate and/or better loan term. Borrowers may take a reasonable (in MOHCD's discretion) cash-out amount to cover the customary closing costs of the refinance, but under no circumstances can the refinance amount be greater than the original loan amount.

The same individuals that were named as Borrowers on the LIT Loan used for the initial purchase must also be named as Borrowers on any refinance loan unless MOHCD has approved the addition of a Borrower by marriage or domestic partnership or the removal of a Borrower by death, divorce or dissolution of domestic partnership or similar change.

14. **Title Transfer Restrictions.** Title transfers are not permitted except under the following limited circumstances: (A) a transfer resulting from death of a Borrower where the transfer is to a co-Borrower; (B) a transfer where the spouse or domestic partner becomes a co-owner of the property; (C) a transfer into an inter vivos trust in which the Borrower is the sole beneficiary and continues to occupy the property as a Principal Residence; or (D) a transfer resulting from a decree of dissolution of marriage or domestic partnership, legal separation agreement, or from a property settlement agreement incidental to such a decree in which one of the Borrowers becomes the sole owner of the property; or (E) a transfer between co-Borrowers. MOHCD may identify additionally prohibited title vesting and transfers.

For any of the above permissible transfers, the homeowner must submit a written request to MOHCD for approval. The homeowner must present supporting documents with their request, including but not limited to, a copy of final trust agreement (any proposed change or revision to a MOHCD-approved trust must be first submitted to MOHCD for approval), marriage certificate or state domestic partnership, death certificate, divorce decree or legal separation agreement issued by court. Upon approval, MOHCD may require the homeowner to execute an addendum to City documents related to the property by which the transferee(s) shall assume the same rights and responsibilities with respect to those documents as the transferor(s).

G. Marketing. MOHCD will produce, to OCII's reasonable satisfaction, a flyer announcing the availability of the LIT Program and will make said flyer available to OCII and also will place said flyer at all locations where MOHCD typically places its own marketing materials.

H. Reporting. MOHCD will provide bi-annual written updates to the Legacy Foundation and OCII on the status of the LIT Program funds until all LIT Program funds have been dispersed through LIT Loans. Thereafter, MOHCD will provide written notice to OCII and the Legacy Foundation upon (a) the full forgiveness of a LIT Loan; (b) the sale of a property purchased with a LIT Loan sold prior to its full forgiveness; (3) any enforcement action taken by MOHCD under this LIT MOU or a LIT Loan deed of trust or promissory note.

I. Nondiscrimination. In accordance with OCII Nondiscrimination in Contracts Policy, MOHCD will not discriminate against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin or ancestry in administering the LIT Program. The LIT Program does not require proof of citizenship or immigration status as a criterion for qualifying for a LIT Loan.

J. Records Management; Public Records. MOHCD will maintain all records of applications taken and grants made and administered under the LIT Program, per its record retention policies and procedures. The Parties acknowledge that each are subject to their respective public records policies, and as a result, this LIT MOU and any and all records,

information and materials submitted to either of the respective Parties hereunder are subject to public disclosure under the provisions of those laws.

K. **Cooperation.** The Parties agree to cooperate with and assist each other in undertaking all efforts to accomplish the proposed transactions contemplated by this LIT MOU.

L. **Miscellaneous.** (a) This LIT MOU may be amended or modified only by a writing signed by the Executive Director of OII, or their designee, and the Director of MOHCD, or their designee. (b) No waiver by any party of any of the provisions of this LIT MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver. (c) This LIT MOU contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) Nothing contained herein shall be construed to require MOHCD to take any action inconsistent with any applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

IN WITNESS WHEREOF, the parties have caused this LIT MOU to be executed as of the date first written above.

OCII:

MOHCD:

Nadia Sesay, Executive Director

Eric Shaw, Director