

File No. 221076

Committee Item No. 13

Board Item No. 25

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date November 2, 2022

Board of Supervisors Meeting

Date November 8, 2022

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>SF Foundation Breakthrough Grant RFP</u>      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Executed Breakthrough Grant MOU 7/25/2022</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MOHCD Breakthrough Grants Proposal</u>        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____  |
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Completed by: Brent Jalipa

Date October 27, 2022

Completed by: Brent Jalipa

Date November 3, 2022

1 [Accept and Expend In-Kind Gift - Retroactive - CORO Northern California - Consulting  
2 Services - Valued at \$300,000]

3 **Resolution retroactively authorizing the Mayor’s Office of Housing and Community**  
4 **Development (“MOHCD”) to accept an in-kind gift of consulting services valued at**  
5 **\$300,000 from Coro Northern California (“CORO”) for a term of September 1, 2022,**  
6 **through August 31, 2024.**

7  
8 WHEREAS, The Mayor’s Office of Housing and Community Development (“MOHCD”)  
9 supports San Francisco residents with affordable housing opportunities and essential services  
10 to build strong communities by creating new housing, preserving existing housing, protecting  
11 vulnerable residents, and empowering communities; and

12 WHEREAS, The San Francisco Foundation, a 501(c)(3) California nonprofit  
13 organization (“SF Foundation”), is a philanthropic organization with a mission to mobilize Bay  
14 Area community leaders, nonprofits, government agencies, and donors to advance racial  
15 equity, diversity, and economic inclusion, focused on regional solutions to homelessness; and

16 WHEREAS, CORO Northern California, a 501(c)(3) California nonprofit organization  
17 (“CORO”), is a charitable services organization with a mission to train, support, and connect  
18 leaders to foster a thriving democracy and tackle society’s biggest challenges; and

19 WHEREAS, The SF Foundation awarded a Breakthrough grant to CORO for the  
20 purpose of providing consulting services through a Fellow program whereby CORO  
21 employees provide services to local government jurisdictions to assist with the implementation  
22 of equitable and inclusive affordable housing policies; and

23 WHEREAS, MOHCD applied for, and was awarded, consulting services from CORO  
24 under the SF Foundation’s Breakthrough grant to assist MOHCD with implementing affordable  
25

1 housing production and preservation policies with a specific focus on equity and inclusion in  
2 line with the Department's participation in the Dream Keeper Initiative and other equity-  
3 focused Citywide initiatives and programs; and

4 WHEREAS, MOHCD has entered into a Memorandum of Understanding with The SF  
5 Foundation and CORO, including all ten other jurisdictions, regarding the overall goals of the  
6 Breakthrough grant program; and

7 WHEREAS, The CORO Fellow begins in September 2022, for a two-year fellowship  
8 term; and

9 WHEREAS, CORO will provide the in-kind consulting services under a Donor  
10 Agreement through a Fellow on a volunteer basis to the City, a copy of which is on file with  
11 the Clerk of the Board of Supervisors in File No. 221076; and

12 WHEREAS, The consulting services from CORO is valued at a total of \$300,000 to be  
13 provided in Fiscal Years 2022-2023 and 2023-2024; and

14 WHEREAS, The City has an indemnification provision in the Donor Agreement which  
15 provides for mutual indemnification with the exception of acts and omissions arising from the  
16 sole negligence of the City or CORO; and

17 WHEREAS, The gifts do not require amendments to the Annual Salary Ordinance;  
18 now, therefore, be it

19 RESOLVED, That the Board of Supervisors retroactively approves the in-kind gift of  
20 consulting services valued at \$300,000 and hereby authorizes, through MOHCD, to accept  
21 the in-kind gift of consulting services described in this Resolution, substantially in the form of  
22 the Donor Agreement on file with the Clerk of the Board of Supervisors, in File No. 221076,  
23 with such changes or modifications, as may be acceptable to the Director of MOHCD and the  
24 City Attorney and which do not materially increase the obligations and liabilities of the City or  
25 reduce the services to the City; and, be it

1           FURTHER RESOLVED, That within thirty (30) days of the Donor Agreement being fully  
2 executed by all parties, MOHCD shall provide a copy of the final agreement to the Clerk of the  
3 Board for inclusion to the official file.

4  
5  
6 Recommended:

Approved:

7  
8           \_\_\_\_\_/s/\_\_\_\_\_  
9 Eric Shaw

\_\_\_\_\_/s/\_\_\_\_\_  
Office of the Mayor

10 Director,  
11 Mayor’s Office of Housing  
12 and Community Development

Approved:

13           \_\_\_\_\_/s/\_\_\_\_\_  
14 Office of the Controller

**File Number:** 221076  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. **Grant Title:** CORO Fellow In-Kind Gift of Consulting Services
2. **Department:** Mayor's Office of Housing and Community Development
3. **Contact Person:** Benjamin McCloskey Telephone: 628-652-5956
4. **Grant Approval Status (check one):**  
 Approved by funding agency  Not yet approved
5. **Amount of Grant Funding Approved or Applied for:** NA. In-kind value calculated at \$300,000
- 6a. **Matching Funds Required:** NA  
b. **Source(s) of matching funds (if applicable):**
- 7a. **Grant Source Agency:** CORO Northern California  
b. **Grant Pass-Through Agency (if applicable):** N/A
8. **Proposed Grant Project Summary:** Support for MOHCD with implementation affordable housing production and preservation policies with a specific focus on equity and inclusion in line with the Department's participation in the Dream Keeper Initiative and other equity-focused Citywide initiatives and programs
9. **Grant Project Schedule, as allowed in approval documents, or as proposed:**  
Start-Date: September 1, 2022 End-Date: August 31, 2024
- 10a. **Amount budgeted for contractual services:** NA  
b. **Will contractual services be put out to bid?** N/A  
c. **If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?** N/A  
d. **Is this likely to be a one-time or ongoing request for contracting out?** N/A
- 11a. **Does the budget include indirect costs?**  Yes  No  
b1. **If yes, how much? \$**  
b2. **How was the amount calculated?**  
c1. **If no, why are indirect costs not included?**  
 Not allowed by granting agency  To maximize use of grant funds on direct services  
 Other (please explain):  
c2. **If no indirect costs are included, what would have been the indirect costs?** None.

**12. Any other significant grant requirements or comments:**

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Existing Site(s)      | <input type="checkbox"/> Existing Structure(s)      | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s)      |
| <input type="checkbox"/> New Site(s)           | <input type="checkbox"/> New Structure(s)           |   |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

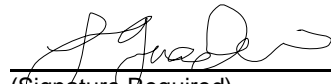
Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Lorena Guadiana  
(Name)

Environmental Compliance Coordinator  
(Title)

Date Reviewed: 9/9/2022


  
(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

Eric D. Shaw  
(Name)

Director  
(Title)

Date Reviewed: 9/16/2022 | 11:38 AM PDT

DocuSigned by:  
  
65EBDF04D006444...  
(Signature Required)

**Hanna Groce**  
**Partnership for the Bay's Future Fellow**  
**San Francisco**

Two Year Salary:	\$ 250,000.00
Two Year Benefits:	\$ 50,000.00
<b>Final Expected Donation Amount:</b>	<b>\$300,000.00</b>

**PARTNERSHIP FOR THE BAY'S FUTURE FELLOWSHIP  
DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its Mayor's Office  
of Housing and Community Development

and

Coro Northern California

This DONOR SERVICES AGREEMENT (this "Agreement") is made by and entered to on \_\_\_\_\_, 2022, by and between the City and County of San Francisco, a municipal corporation (the "City") represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (the "Department"), and Coro Northern California, a California nonprofit public benefit corporation ("Donor").

**RECITALS**

WHEREAS, The Partnership for the Bay's Future ("PBF") Fellowship, a two year program that is an initiative of Donor, matches Donor's employees (each a "Fellow") with local governments to address specific affordable housing policy (the "Program"). Under the Program, the Donor may donate consulting services free of charge to such local governments to help develop cutting-edge strategies and solutions to produce and preserve affordable housing for the local government.

WHEREAS, the Department seeks volunteer consulting services under the Program to help address the following policy proposal ("the Project"): To review and modify Department's current investment policies around affordable housing development and preservation, to advance and increase participation by Black and Brown affordable housing community-based developers in the City (the "Project").

WHEREAS, Donor proposes to donate to the Department consulting services for the Project under the Program free of charge as a gift-in-kind with a monetary value of \$250,000 ("Donor Services").

WHEREAS, Donor and the City have entered into that certain Memorandum of Understanding with the San Francisco Foundation as of the date herewith setting forth each parties duties under the Program ("the MOU").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

**1. Description of Donor Services.**

Donor will provide free consulting services through a Fellow on a volunteer basis to the Department for the Project over an approximately two-year period expected to run between June 1, 2022 and May 31, 2024. The Fellow will be considered an unpaid intern by the City, and the Fellow will comply with all policies and procedures of the City as an unpaid intern.



Donor Services will include a benchmarking analysis, stakeholder analysis and recommendations for the Project over the course of two years with an average of 35-40 hours a week. At the end of the Project, the Donor will provide Department with documentation of work. The parties acknowledge and agree that deliverables provided under this Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$250,000.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with Donor Services, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

Department hereby agrees to accept Donor Services, and will use its discretion in deciding how to deploy or implement Donor Services. The parties acknowledge and agree that Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services through a Fellow for the City does not create any employment relationship for Donor or a Fellow or

expectation of a future employment relationship between Fellow and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Fellow with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor Services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to Donor or a Fellow for Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. No Fellow shall represent or hold him or herself out to be an employee of the City at any time. Donor or its board members, officers, employees, or agents shall not represent or hold itself out to be an employee of the City at any time.

Prior to beginning the Donor Services, a Donor and Fellow shall execute an acknowledgement, in a form acceptable to the City, that such Fellow is not an employee of the City.

### **3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees, including a Fellow, shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

4. **Workers Compensation and Insurance.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor or a Fellow, and any condition, illness or injury that a Fellow suffers in the performance of Donor Services shall be covered by Donor's insurance. Donor will procure and maintain during the full term of this Agreement: (a) workers' compensation insurance of no less than statutory amounts with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident; and (b) commercial general liability insurance, with limits of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million (\$2,000,000) aggregate, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; broad form property damage; explosion, collapse and underground (XCU); products and completed operations. Coro shall obtain a policy endorsement naming the City as an additional insured under such policies.

5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from Donor.

6. **Indemnity.**

Donor agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents. Donor agrees that it has additional indemnity obligations under the MOU as the Fellow's employer.

Donor also agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in its obligations under this Agreement, except those arising by reason of the sole negligence of Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

If there is any conflict between this Section 6 and the MOU, the obligations under this Section 6 shall control.

**7. Damages.**

Notwithstanding anything to the contrary contained in the MOU, City and Coro agree that Section IX of the MOU regarding damages shall not apply under this Agreement or the MOU. Each party reserves any rights and remedies under law or equity.

**8. Effective Date; Term; Termination.**

The effective date of this Agreement shall be \_\_\_\_\_, 2022. The term of this Agreement shall commence on the effective date, and shall end on \_\_\_\_\_, 2024. Either party may terminate this Agreement with 90 days advance written notice, for convenience and without cause, by giving the other party 90 days advance written notice of termination, provided that City may reject Donor Services at any time without cause.

**9. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To Mayor's Office of Housing and Community Development:  
Eric Shaw, Director  
1 South Van Ness, San Francisco, CA 94103

To Donor: Coro Northern California  
Laney Whitcanack, CEO  
lwhitcanack@coronorcal.org

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. .

**10. Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by Donor and the City in the same manner as this Agreement.

**11. Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California and the City's Charter and Municipal Code, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**12. Entire Agreement.** This Agreement and the MOU set forth the entire Agreement between the parties, and supersede all other oral or written provisions.

*Remainder of page intentionally left blank*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY: \_\_\_\_\_

**CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office Of Housing And Community Development**

By: \_\_\_\_\_  
**ERIC D. SHAW**  
**DIRECTOR**

DONOR: \_\_\_\_\_

**<<CORO NORTHERN CALIFORNIA>**

By: \_\_\_\_\_  
**JAMES WEINBERG**  
**CEO**

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

## What is the Partnership for the Bay's Future?

The **Partnership for the Bay's Future** helps make homes more affordable across the Bay Area with a unique dual approach: in collaboration with partners, we work to advance policy changes that protect residents and improve affordability, and we invest in building new and rehabilitating existing affordable homes, always through a lens of racial equity and economic inclusion. We bring this two-pronged strategy to life through the

- **Policy Fund**, which supports policy solutions to stem the tide of displacement, and preserve and produce housing, and
- **Family of Loan Funds**, which increases housing supply through responsive and creative financing.

The **Policy Fund** is the key policy arm of the Partnership for the Bay's Future and recognizes that bold policy change is needed to address our housing shortage and affordability challenges. Managed by the San Francisco Foundation, the Policy Fund builds the capacity and networks required for equitable local policy change by working with community groups to help them bring the voices of renters, low-income residents, and people of color into the local and regional policy process and by helping local governments create and successfully implement policies that enable more Bay Area residents to remain in their communities.

The Policy Fund administers grant programs that are designed to:

- Increase racial and economic equity across the region by increasing affordable housing production, preserving existing affordable housing, and stemming displacement of people of color and other marginalized communities from across the Bay Area
- Develop a robust regional network and a community of practice made up of housing advocates in local government and community-based organizations
- Support the rise of new government and community leaders that can support the region's housing and tenant protection efforts long-term
- Provide models for change that inspire other jurisdictions to follow suit
- Connect with aligned change efforts across the region that amplify impact

The **Family of Loan Funds**, one of the nation's largest-ever private-sector housing funds, supports the production and preservation of affordable homes in five Bay Area counties. Managed by the Local Initiatives Support Corporation (LISC), these funds are designed to address the lack of affordable homes—a reality that disproportionately impacts households of color—by bridging funding gaps throughout the region's rental housing market.

## What are the Breakthrough Grants?

The Policy Fund is launching the Breakthrough Grants for Housing Production and Preservation (“Breakthrough Grants”), a program to bring together Bay Area jurisdictions and catalyze policy innovation in building and preserving affordable housing in local communities. The Policy Fund will select a cohort of jurisdictions that propose the most high-impact, yet realistically achievable plans to be a part of the Breakthrough Grant program.

The cohort will be made up of core teams working collaboratively to advance housing production and preservation policy across the Bay Area. A core team will consist of local government staff who work closely with their Breakthrough Grant fellow and a local community partner organization. This “inside-outside” partnership ensures community input and support for local policy and provides essential capacity to move the work forward.

Within the two-year grant period, each of the Breakthrough Grant jurisdictions will receive two years of capacity building, community engagement, and tailored technical assistance support from the Policy Fund. After the grant period, participants will become part of the Policy Fund alumni program, and continue to have access to the Partnership network and other supports.

Chosen jurisdictions will be expected to pass and/or implement a package of affordable housing production and preservation policies in collaboration with their community partners. If your jurisdiction is interested in applying and is not sure who might be a suitable community partner, contact the Policy Fund to discuss options.

## Why apply?

The Breakthrough Grants are designed to have a transformative effect on how jurisdictions approach housing through community-driven policy. Through increased capacity and tailored technical assistance in a time of tough COVID-related budget and staffing constraints, these grants will support breakthroughs in local housing initiatives by guaranteeing that housing solutions continue to move forward.



Over a two-year timeframe, Breakthrough Grant sites will receive a capacity building and technical assistance package to pass and implement production and preservation policies. The package will include:

- A full-time fellow housed in the jurisdiction's office dedicated to moving Breakthrough Grant work forward. The fellow also serves as a liaison between the jurisdiction and the community partner.
- Funding and support for community partners to work in partnership with the jurisdiction by helping in developing and building community support for Breakthrough Grant policies. Community partners ensure that community voice is part of the policy process and will receive grants from the Policy Fund.
- Peer cohorts that meet regularly throughout the grant period to exchange ideas and problem-solve in real time.
- Access to tailored technical assistance from expert consultants on areas such as messaging and communications support, data analysis, polling support, policy strategy.
- Targeted underwriting guidance from the Partnership for the Bay's Future Family of Loan Funds to apply for capital investments located in the jurisdiction.

After the two-year program, cohort members will enter the Policy Fund alumni program, which offers continued networking and support opportunities across all previous cohorts.

## Who is eligible to apply?

Breakthrough Grants are open to local governments (towns, cities, and counties) in the counties of Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara that are currently experiencing, or at risk of experiencing displacement or exclusion of low-income people and communities of color.

The Policy Fund will accept applications from:

- Local government departments that play a lead role in housing, planning, community development, or other relevant areas,
- Local government departments partnering together, or
- Regional entities or jurisdictions partnering together (such as a county and a city within its borders).

Successful applications will explain how the jurisdiction will adopt and/or implement its policy package to advance affordable housing production and preservation in collaboration with a community partner (scroll down for a list of potential policy projects).

*Jurisdictions that have previously received a Challenge Grant are eligible to apply.*

## What support is there to help interested jurisdictions apply?

The Policy Fund is offering technical assistance to jurisdictions who would like support in developing their Breakthrough Grant applications. Jurisdictions may request technical assistance support by applying for an [Application Grant](#). These grants will provide funding to a jurisdiction to work with consultants on developing a competitive Breakthrough Grant proposal. If your jurisdiction does not have a consultant identified, the Policy Fund can engage one of our pre-selected consultants to work with you.

If your jurisdiction is interested in applying and is not sure who might be a suitable community partner, contact the Policy Fund to discuss options.

*The Application Grant is an optional support for applicants. Jurisdictions do not need to apply for an Application Grant in order to pursue a Breakthrough Grant.*

## Application and selection timeline

<b>May 2021</b>	Breakthrough Grant application is released. Applications will be accepted on a rolling basis.  Applicants who are seeking technical assistance in putting together their applications should apply for an Application Grant.
<b>June 2, 2021</b>	Information session. Register <a href="#">here</a> .
<b>July 30, 2021</b>	Breakthrough Grant proposals due
<b>August 2021</b>	Applications reviewed by the Policy Fund and finalists interviewed
<b>September 2021</b>	Award announcement

*Please note that these dates are subject to change.*

## What are some illustrative potential Breakthrough Grant policies?

The following is a list of policy efforts that have been identified as promising areas of work. Jurisdictions that have already enacted some of the listed policies are encouraged to apply and will be considered as competitive as jurisdictions that have not.

While the policies below have been identified as promising, we recognize that breakthrough often occurs through ideas we haven't seen before. This list is meant to stimulate applicants' thinking and approaches and not intended to be prescriptive. We encourage applicants to put forward high impact and equity oriented policies, whether or not they are not listed here.

**Establish post-COVID recovery plans.** The 2020 pandemic catalyzed innovative short-term policy solutions to housing insecurity and homelessness, such as rental assistance and rapid temporary shelters. Communities now need to pivot to longer-term solutions, many of which can build on policies adopted during the pandemic. Examples include:

- Leveraging federal funding to sustain COVID-era housing policies, such as using motels, tiny homes and other spaces to provide housing
- Developing a plan for converting vacated commercial and offices spaces to housing

**Collaborate with underrepresented partners in the production space.** This effort would engage a broader set of leaders who can bring powerful voices for communities that are too often left behind and whose voices are not heard in policy discussions. Examples include:

- Working with faith-based organizations to allow for greater flexibility in building housing on religious land
- Developing zoning overlays that would allow and/or incentivize land owned by faith-based organizations to be more easily used for affordable housing production
- Establishing and implementing a process to prioritize emerging BIPOC-led developers for jurisdictional projects

**Leverage timely policy opportunities.** A number of policy opportunities will arise during the two-year Breakthrough Grant period, which we encourage applicants to leverage. Examples include:

- Developing and implementing a Housing Element that demonstrates the jurisdiction is affirmatively furthering fair housing, engaging community, and centering the voices of BIPOC residents
- Creating/using innovative technology tools to evaluate site selection for housing

**Streamline and adapt the production process.** The production process in communities across the Bay Area can be complex and cumbersome. We encourage jurisdictions to think about ways to streamline this process based on the needs of actors in the affordable housing production space. Examples include:

- Developing and implementing accessory dwelling unit permit streamlining processes and financing tools
- Evaluating governmental and non-governmental constraints on affordable housing production, then developing and passing policies to address those constraints
- Developing and implementing a workplan to leverage public lands for affordable housing
- Adopting and encouraging modular construction

**Pass zoning and land use changes.** Local governments across California and the nation have turned to zoning changes as a solution for acute housing shortages. Land use and zoning decisions have long excluded low-income communities of color and we encourage changes to these long-standing exclusionary policies to redress the harm. Examples include:

- Approving zoning changes to allow for higher density across a jurisdiction
- Adopting incentives for transit-oriented affordable housing development

**Encourage community ownership opportunities.** The Bay Area loses about 32,000 unsubsidized affordable housing units each year. Preservation policies have the potential to transform our communities in the Bay Area and can be a part of a broader community wealth-building strategy. Examples include:

- Supporting community land trusts through developing collective acquisition processes
- Passing a Community or Tenant Opportunity to Purchase Act (COPA/TOPA) to provide community organizations or tenants the first right of refusal when a landlord sells, giving them time to assemble acquisition funding and financing
- Developing a local funding program to support preservation deals specific to the local jurisdiction context, including building types, project sponsors, etc.
- Developing a proactive rental inspection policy (code enforcement) that can be achieved without risk of eviction or displacement for tenants
- Developing a tenant bill of rights to guide acquisition processes that centers tenants and their experience

## Your commitment

If selected as a Breakthrough Grant awardee, your jurisdiction will:

- Provide supervision, guidance, and support (such as orientation, work space and tools, introductions and access to key stakeholders) to the Breakthrough Grant fellow
- Commit lead staff to support and guide Breakthrough Grant fellow during the two-year grant period
- Collaborate closely with the chosen community partner for the duration of the grant period
- Commit lead staff to participate in quarterly cohort meetings with fellows and other awardee jurisdictions
- Secure support for Breakthrough Grant efforts from two elected officials within the jurisdiction
- Commit to fully implementing policies beyond the two-year grant period, if applicable
- Collaborate with the Policy Fund evaluation team to define, measure, and share data relevant to tracking outcomes

## How will applications be evaluated?

The Policy Fund will evaluate applications based on the following criteria:

1. **Proposed policy solutions backed by community engagement that advance racial and economic equity and facilitate innovative approaches.** Successful applications will identify the displacement and exclusion impacts within your jurisdiction and propose policy changes that address affordable housing production and/or preservation. Applicant jurisdictions will need to identify a strong community organization to serve as lead partner in community engagement and share a strong community partnership plan. Proposed policy should be grounded in what is most strategic and impactful for your jurisdiction.
2. **Foster an enabling environment for equitable production and preservation wins.** The Policy Fund recognizes that policy change does not occur overnight. While an ideal outcome would include the passage and implementation of new affordable housing production and preservation policies, mapping out and taking significant strides to facilitate longer-term policy goals are also acceptable.

- 3. Develop and share scalable workplans and outcomes for significant impact.**  
Proposals should demonstrate high impact in producing and preserving affordable housing. The selection committee will also give strong consideration to applications that propose innovative policies that have yet to be tested, but show great promise, or groundbreaking policies that catalyze change in a jurisdiction with few to no affordable housing production or preservation policies.
- 4. Facilitate a robust regional network of housing justice champions in local government and community-based organizations.** The Breakthrough Grants are geared towards jurisdictions with the willingness to engage deeply with community to develop solutions that meet local needs. Applicant jurisdictions will need to identify a strong community organization to serve as lead partner in community engagement and share a strong community partnership plan. This group may have even had a contentious relationship with the lead jurisdiction agency in the past but remains well-positioned to empower local communities and shape the policy-making process. Jurisdictions may select more than one community partner to advance community engagement work.

## How can I learn more about the Breakthrough Grants?

Join us for an informational webinar on June 2 at noon. Please RSVP [here](#).

For more information or any questions you might have about the Breakthrough Grants, contact Evita Chávez at [echavez@sff.org](mailto:echavez@sff.org)

## Application

### [Complete Online Here](#)

**Open:** Monday, May 17, 2021

**Close:** Friday, July 30, 2021 at 11:59 PM PST

## **Application**

Welcome to the 2021-23 Breakthrough Grant Application. Thank you for your interest in this program to preserve and produce affordable housing.

The application is meant to help us get to know your jurisdiction and better understand your approach and vision for change. There is no minimum or maximum length required for each response.

The application is due on Friday, July 30, 2021. Awards will be announced in September 2021. For more information about timeline and other aspects of the Breakthrough Grants, please visit [baysfuture.org/breakthrough-grants](https://baysfuture.org/breakthrough-grants)

**Need help applying?** The Policy Fund is offering technical assistance to jurisdictions who would like support in developing their Breakthrough Grant applications. Jurisdictions may request technical assistance support by applying for an Application Grant [here](#).

### **I. Basic information**

Name of jurisdiction:

Name of staff contact person for application:

Title:

Jurisdiction Department:

Email:

Phone Number:

Name of person providing direct supervision to fellow:

Title:

Jurisdiction Department:

Email:

Phone number:

Address:

Secondary person providing direct supervision to fellow (in the event the primary person is unavailable), if applicable:

Title:

Jurisdiction Department:

Email:

Phone number:

Address:

## II. Proposal

Please submit a proposal describing the following. Note that there is no minimum or maximum length required.

- 1. Vision, policy priorities, and impact:** Please describe your vision, policy priorities, and anticipated impact. Share why have you chosen to advance these particular policies and whether they are part of a new or continuing effort.
- 2. Focus on equity:** Please describe how your proposal will improve racial and economic equity in your jurisdiction.
- 3. Past efforts:** Please describe the most significant affordable housing preservation and/or production policies that your jurisdiction has passed in the past 2-5 years. If you have not made significant policy progress, please describe your obstacles.
- 4. Stakeholders and community partnership:** Please share your plan to engage your community in the policy process, with a specific emphasis on engaging low-income people and communities of color. Describe the community group that will serve as your lead partner and, if your application is successful, will receive two years of grant funding from the Policy Fund.
- 5. Jurisdiction leadership and contribution to success of effort:** Please describe what your jurisdiction will contribute to ensure the success of this effort. This could include your jurisdiction's track record of equitable housing policies, particular community context, available resources to advance the proposed policy package, or key team members (like staff or electeds) who will support this work.

## III. Approach and Key Milestones

Please explain your approach to passing and beginning successful implementation of your policy package, including:

- Key activities and timeline for policy development, passage and implementation, including semi-annual milestones
- Key stakeholders for policy development, passage and implementation
- Your plans for implementing these policies once they are adopted, including timeline, responsible departments/staff and budget



#### **IV. Letters of Support**

Please include short letters (no longer than one page) of support for your proposal from the following:

- Your lead community partner: This letter should acknowledge that your community partnership plan was crafted with their input
- Your mayor (if a city) and/or a councilmember
- Your city manager or county administrator
- Optional: Additional key supporting partners who will be part of the Breakthrough Grant effort, such as a key affordable housing developer

**BREAKTHROUGH GRANT  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”), effective as of July 25, 2022, is entered by the City and County of San Francisco, a municipal corporation, represented by the Mayor, acting by and through the Mayor’s Office of Housing and Community Development (“**CITY AND COUNTY OF SAN FRANCISCO**”), San Francisco Foundation, a California nonprofit public benefit corporation (“**SAN FRANCISCO FOUNDATION**” or “**SFF**”), and Coro NORTHERN CALIFORNIA, a California nonprofit public benefit corporation (“**Coro**”). Collectively, City and County of San Francisco, SFF and Coro are referred to as the “**Parties**” and individually, as a “**Party**”.

**RECITALS**

- A. The SAN FRANCISCO FOUNDATION together with a number of other nonprofit and/or public organizations and businesses, have launched the Partnership for the Bay’s Future (the “**Partnership**”) as a collaborative effort focused on advancing a more inclusive and equitable future for the region comprising of Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara Counties (the “**Region**”) by solving its interconnected challenges: housing, transportation, and economic opportunity.
- B. To facilitate the Partnership’s housing goals, SAN FRANCISCO FOUNDATION has established a fund (the “**Policy Fund**”) to support policy initiatives to produce and preserve affordable housing (collectively, “**Production and Preservation Policies**”) at the local level in the Region. The Policy Fund is guided by an advisory board, which includes investors from the philanthropic and corporate sectors, public sector and policy experts, and community leaders (the “**Advisory Board**”).
- C. The goals of the Policy Fund are to: (1) increase racial and economic equity across the Region by stemming displacement of people of color from communities across the Region, (2) deepen the practice of partnership between towns, cities and counties in the Region and community groups, (3) support the rise of new government and community leaders that can support the Region’s housing and tenant protection efforts long-term, and (4) provide models for change that inspire other jurisdictions to follow suit.
- D. The current funding opportunity offered by the Policy Fund is manifested in the form of a two-year program named the Breakthrough Grants for Housing Production and Preservation (respectively, the “**Program**” and the “**Breakthrough Grants**”). The Program, managed by SAN FRANCISCO FOUNDATION, is a competitive process that incentivizes towns, cities and counties in the Region (each a “**Jurisdiction**”) to pursue policy change to protect vulnerable tenants and produce and preserve existing affordable housing.
- E. CITY AND COUNTY OF SAN FRANCISCO submitted an application and proposal (collectively, the “**Proposal**”) to SAN FRANCISCO FOUNDATION for a Breakthrough Grant, based upon which, CITY AND COUNTY OF SAN FRANCISCO has been awarded a Breakthrough Grant.
- F. The Breakthrough Grant consists of four key components: (1) the placement of a Fellow with CITY AND COUNTY OF SAN FRANCISCO during the two-year period commencing on July 25, 2022 (the “**Commitment Period**”), (2) a monetary grant from the Policy Fund to Coro to finance the salary of the Fellow, (3) a monetary grant from the Policy Fund to one community organization proposed by CITY AND COUNTY OF SAN FRANCISCO and approved by SAN FRANCISCO FOUNDATION (the “**Community Lead**”), said grant is intended to be not less than one hundred ten thousand dollars (\$110,000) per year for each of the two years in the Commitment Period, and (4) access to the Technical Assistance Pool. The term “**Fellow**” means an employee of Coro who will assist CITY AND COUNTY OF SAN FRANCISCO develop and adopt meaningful Production and Preservation Policies as well as begin implementation of said

policies. At all times during the Program, the Fellow will be an employee of Coro, and not an employee of either CITY AND COUNTY OF SAN FRANCISCO or SAN FRANCISCO FOUNDATION. The term “**Technical Assistance Pool**” means a pool of expert consultants to provide assistance in the following areas: (1) messaging and communications support, (2) data analysis, (3) polling support, and (4) policy strategy, as necessary to implement the goals of the Partnership (“**Technical Assistance**”).

G. The Parties wish to set forth the terms and understanding among them with respect to the Breakthrough Grant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

## **AGREEMENT**

### **I. PURPOSE OF THE MOU**

This MOU sets forth the terms and understanding among the Parties and is intended to reflect the Parties’ commitment to cooperate and work together to support the Fellow, and to advance the design, adoption and implementation of progressive Production and Preservation Policies with CITY AND COUNTY OF SAN FRANCISCO staff, community partners and elected officials. This MOU spells out areas of collaboration and expands on ownership and accountability.

- A. Principles:** The Parties each commit to the principles that form the foundation of the Partnership, which are listed here and operationalized in Section II of this MOU.
- a. Racial justice: The Parties will work toward the shared vision of a thriving Bay Area where race is never a barrier to opportunity.
  - b. Community engagement: The Parties will prioritize actively engaging local community members and leaders in the execution of their shared goals, with special emphasis on engaging people of color and other underserved community members.
  - c. Results orientation: The Parties are committed to their collective impact by realizing concrete gains toward shared goals.

### **II. AGREEMENT**

- A. Primary Areas of Collaboration, Roles and Operational Responsibilities:** The Parties hereby agree to undertake good-faith efforts to create the enabling conditions necessary to realize the Breakthrough Grant award vision by engaging in specific areas of collaboration and performing the respective activities set forth in the following five category chart:
- a. Breakthrough Grant Vision;
  - b. Breakthrough Grant Award: Fellows and Community Partnerships;
  - c. Breakthrough Grant Award: Technical Assistance + Cohort Convenings;
  - d. Communication (Internal + External); and
  - e. Evaluation.

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>1. BREAKTHROUGH GRANT VISION</b>				
<p>The Parties will honor the Partnership’s housing goals as set forth in this MOU.</p>	<p>Use good faith efforts to activate and engage in the implementation of progressive Production and Preservation Policies, in collaboration with community partners, with the support and facilitation of the Fellow.</p> <p>Will use best efforts to actively advance equitable systems change with an emphasis on expanded community engagement and progressive policy.</p>	<p>Ensure a competent, racially diverse Fellows pool that is supported with Technical Assistance, strong onboarding and relationship building to successfully assist Jurisdictions in advancing Production and Preservation Policies.</p> <p>Ensure Jurisdictions and their respective Fellows land on a strong results framework to guide their work.</p> <p>Actively build a strong bench of diverse regional leaders and provide a strong Technical Assistance, wraparound support structure and national/regional best practices to ensure their success.</p>	<p>Ensure that the Policy Fund Breakthrough Grant vision and long-term expectations for the Fellows program and jurisdictional cohorts are infused with SFF’s commitment to racial and economic inclusion.</p> <p>Utilize grant making, convening, organizational capacity building and the lever of the Partnership at large to support and advance the Fellows’ work.</p> <p>Galvanize civic engagement related to the Policy Fund broadly and Breakthrough Grant specifically. Build momentum for the Policy Fund through influence, expertise and flexible dollars. Engage civic leaders from advocacy organizations, academia, foundations, etc. through the Partnership.</p>	<p>Breakthrough Grant MOU</p>
<p>Operational Responsibility:</p>	<p>Provide engaged staff to support the Fellow’s assistance with developing policy recommendations and increased community engagement.</p>	<p>Provide Technical Assistance and employer oversight for the Fellows and their matched Jurisdictions.</p> <p>Elevate best practices in systems change from a regional and national perspective with Fellows and Jurisdictions.</p> <p>Regularly engage, convene, update and recruit influential civic leaders and anchor institutions to support fundraising, strategy, advocacy and reflection, in partnership with SFF.</p>	<p>Generate engagement and momentum for Breakthrough Grants among jurisdictional leaders through regular updates and by celebrating what works.</p> <p>Regularly engage, convene, update and recruit influential civic leaders and anchor institutions to support fundraising, strategy, advocacy and reflection.</p> <p>Promote the role of civic leaders as long-term promoters of equitable and progressive housing policy.</p>	

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>1. BREAKTHROUGH GRANT VISION</b>				
		Leverage the impact of Fellows and Jurisdictions by supporting activities such as Jurisdiction-to-Jurisdiction learning, dissemination of best practices, and potential state policy change efforts.		

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>2. BREAKTHROUGH GRANT AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS</b>				
<p>CITY AND COUNTY OF SAN FRANCISCO is awarded the following for 2 years.</p> <p><b>A Breakthrough Grant Fellow</b> who will facilitate the development and implementation of innovative and high-impact Production and Preservation Policies in collaborative partnership with community and staff from departments across CITY AND COUNTY OF SAN FRANCISCO.</p> <p><b>Community Partnerships:</b> CITY AND COUNTY OF SAN FRANCISCO will engage with community to develop solutions that</p>	<p><b>Breakthrough Grant Fellow:</b> The Fellow will be placed at the CITY AND COUNTY OF SAN FRANCISCO via a collaborative matching process. Coro has final determination over Jurisdiction/Fellow matches.</p> <p>CITY AND COUNTY OF SAN FRANCISCO is expected to provide logistical support to facilitate collaboration between CITY AND COUNTY OF SAN FRANCISCO and Fellow, regardless of where Fellow is located.</p> <p>CITY AND COUNTY OF SAN FRANCISCO commits lead staff and executive team staff to support Fellow.</p> <p>The Fellow will be required to attend monthly meetings with Fellows from other Jurisdictions, quarterly cohort meetings, (see schedule) and other</p>	<p><b>Breakthrough Grant Fellow:</b> Hire, match and pay the Fellow all wages and compensation, and health and welfare benefits due, including social security (if applicable), with Coro as the program manager of the Program and sole employer of the fellow.</p> <p>In case any issues arise between the Fellow and CITY AND COUNTY OF SAN FRANCISCO, Coro will be the point of contact to resolve.</p> <p>Assist the Fellow with leadership, research and policy development Technical Assistance that helps them tailor and adapt strategies to address unique community conditions; and will identify and bolster any gaps in the Fellow’s development around working with data, utilizing research, etc.</p> <p>Assist the Fellow in assessing, in real time, the Technical Assistance needs that exist within CITY AND COUNTY OF SAN FRANCISCO’s teams. Using the funding pool</p>	<p><b>Breakthrough Grant Fellow:</b> SFF will (1) make a monetary grant to Coro to fund the Fellow’s salary package, and (2) provide access to the Technical Assistance Pool.</p> <p><b>Community Lead:</b> SFF will grant directly to the Community Lead in an amount not less than \$110,000 per year for each of the two years during the Commitment Period.</p>	<p>Breakthrough Grant MOU</p>

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>2. BREAKTHROUGH GRANT AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS</b>				
<p>meet local needs. CITY AND COUNTY OF SAN FRANCISCO will work with the Community Lead to serve as a lead partner in community engagement and share a strong community partnership plan.</p>	<p>professional development and relationship building opportunities, as identified. The Fellow will provide advance notice of such meetings and events to CITY AND COUNTY OF SAN FRANCISCO. CITY AND COUNTY OF SAN FRANCISCO and the Fellow will coordinate scheduling so the Fellow can attend.</p> <p><b>Community Partners:</b> CITY AND COUNTY OF SAN FRANCISCO commits its proposed community partnership model for the duration of the Commitment Period.</p> <p>CITY AND COUNTY OF SAN FRANCISCO will take the lead on the Breakthrough Grant Community Partnership plans as described in the CITY AND COUNTY OF SAN FRANCISCO'S Proposal. The Fellow will help facilitate relationships and work.</p>	<p>provided by SFF, as well as through peer learning within the cohort, help the Fellow secure resources to meet the Technical Assistance needs.</p>		
<p>Operational Responsibility</p>	<p>Be a good steward of the Fellow during the Commitment Period by providing support, facilitating the Fellow's relationships with key partners both in and outside of government.</p>	<p>Provide tailored Technical Assistance to the Fellow and CITY AND COUNTY OF SAN FRANCISCO, and host monthly meetings for Fellows from participating jurisdictions, throughout the duration of the Commitment Period.</p>		

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>2. BREAKTHROUGH GRANT AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS</b>				
	Use best efforts to actively lead on community engagement with community partners.	Employ the Fellow as a full-time employee of Coro and be the managing partner responsible if any issues arise with the Fellow and/or CITY AND COUNTY OF SAN FRANCISCO as it relates to the Fellows and the Program. Quickly resolve any issues that may arise between the Fellow and CITY AND COUNTY OF SAN FRANCISCO.		

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>3. BREAKTHROUGH GRANT AWARD: TECHNICAL ASSISTANCE AND COHORT CONVENINGS</b>				
<p>In addition to the Fellow, CITY AND COUNTY OF SAN FRANCISCO is awarded the following for 2 years:</p> <p><b>Technical Assistance:</b> The Fellow will have access to the Technical Assistance Pool to complete work for CITY AND COUNTY OF SAN FRANCISCO.</p> <p><b>Regional Cohort:</b> Quarterly meetings</p>	<p><b>Technical Assistance Pool:</b> The Technical Assistance Pool is available to assist the Fellow in filling in gaps of knowledge or tools to complete the work for CITY AND COUNTY OF SAN FRANCISCO.</p> <p><b>Process:</b> The Fellow highlights CITY AND COUNTY OF SAN FRANCISCO’s Technical Assistance needs through Coro. The Fellow or Coro submits a short proposal to SFF for funds to access assistance from the Technical Assistance Pool. SFF retains the right to fund at any amount or not at all.</p> <p><b>Breakthrough Grant Cohorts:</b> Attend and actively participate in quarterly regional convenings to exchange best practices, strategies and other learnings.</p>	<p><b>Technical Assistance Pool:</b> Assist the Fellow to assess the Technical Assistance needs within CITY AND COUNTY OF SAN FRANCISCO’s teams and use the funding pool and peer learning to address these.</p> <p><b>Breakthrough Grant Cohorts:</b> Coordinate, structure and host quarterly convenings of the Challenge Grant jurisdictions from across the Region to share critical analysis and strategy recommendations, best practices, access to relevant education and advance regional strategy. Agenda setting will be done in consultation with SFF.</p> <p>Build leadership and technical capacity of Fellows and local leaders to engage stakeholders for greater impact.</p>	<p><b>Technical Assistance Pool:</b> Maintain the Technical Assistance Pool for requests from jurisdictions that are not covered by the Coro contract.</p> <p>Determine Technical Assistance Pool requests in partnership with Coro.</p> <p><b>Breakthrough Grant Cohorts:</b> Actively participate in agenda setting for cohort meetings.</p>	<p>Breakthrough Grant MOU</p> <p>Meeting and Convening Calendar</p>

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>3. BREAKTHROUGH GRANT AWARD: TECHNICAL ASSISTANCE AND COHORT CONVENINGS</b>				
	<p>Attendees to include CITY AND COUNTY OF SAN FRANCISCO staff, the Fellow and the Community Lead.</p> <p>Use good faith efforts to actively enlist two elected officials to participate in four cohort meetings over the Commitment Period.</p>			
Operational Responsibility	Be an active and engaged partner in all quarterly Breakthrough Grant cohort convenings.	Convene Fellowship program stakeholders for quarterly updates, knowledge sharing and learning, lifting up best practices and areas of course correction.	Co-create convening agendas in partnership with Coro.	

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>4. COMMUNICATIONS</b>				
Contribute to a strong regional communication strategy that advances and amplifies local work and leverages values-aligned opportunities.	Make good-faith efforts to actively participate in regional communication strategy by sharing relevant and timely learnings and case studies from the policy and community engagement processes. This information is to be shared with the regional cohorts and other Jurisdictions within the region.	<p>Coro will share learnings from Technical Assistance providers, subject matter experts, Fellows and jurisdictions with SFF Policy Fund staff.</p> <p>For information that requires permission to distribute, Coro will acquire so that SFF can share within newsletters, etc.</p>	The Partnership will develop and manage a foundational strategic communications and branding plan that raises visibility, promotes fundraising, and civic and political support through knowledge sharing and storytelling.	Knowledge and material sharing will occur on a rolling basis with Coro submitting quarterly summary updates.
Operational Responsibility:	Commit to actively creating and sharing communications content (such as updates, briefings, and reports) for the Partnership’s Advisory Board members, funders and broad Partnership networks.	Accountable for creating/sharing communications content for Advisory Board members, funders and broad Partnership networks.	The Partnership will centrally manage initiative-wide strategic communications and process for supporting communications across partners.	



Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
		<p>Support the Partnership in strategic communications, particularly around promoting civic and political support through knowledge sharing and storytelling.</p> <p>Aligning capacity of Fellows, Jurisdictions, and partners around strategic communications goals.</p> <p>Support the Fellow in advancing communications strategies, and convening CITY AND COUNTY OF SAN FRANCISCO staff and resources focused on communications.</p>	<p>The Partnership will manage external requests for communications. Coro will forward media and communications requests to the Partnership via the Policy Fund Initiative Officer for review and approval to proceed.</p>	

Area of Collaboration	CITY AND COUNTY OF SAN FRANCISCO	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
<b>5. EVALUATION</b>				
<p>Actively participate in evaluative learning, course correction and evidence-building.</p>	<p>Make good-faith efforts to participate fully in the evaluation process by sharing relevant learnings and case studies from the policy and community engagement processes, in order to facilitate collective learning with the regional cohorts and other jurisdictions within the Region.</p>	<p>Share learnings from Technical Assistance providers, subject matter expert, Fellows and jurisdictions with SFF Policy Fund staff.</p> <p>For information that requires permission to distribute, Coro will acquire so that SFF can share within newsletters, etc.</p> <p>Thought partner in structuring the system for evaluation, with a particular focus on progress on results, leadership development (across stakeholder groups), policy traction, and communications impact.</p>	<p>Contract and direct the work of the evaluation partner. Manage the interaction of the evaluating partner with MOU partners.</p>	
<p>Operational Responsibility:</p>	<p>Actively participate in evaluation learning efforts by the Partnership.</p>	<p>Actively participate in evaluation efforts and utilize evaluative learnings to impact program success.</p>	<p>Manage evaluation efforts.</p>	

- B. Coro as Fellow's Employer:** Coro shall be the sole employer of the Fellow placed by Coro with CITY AND COUNTY OF SAN FRANCISCO. Coro shall be responsible for payment of wages and benefits, withholding of payroll and other applicable taxes, and worker's compensation coverage for the Fellow. CITY AND COUNTY OF SAN FRANCISCO shall not be a joint employer of the Fellow and the Fellow shall not have any rights to compensation, retirement benefits, medical benefits or any other benefits accruing to CITY AND COUNTY OF SAN FRANCISCO employees. It is Coro's responsibility to provide written notice to the Fellow of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this MOU. While Coro will make the final Fellow placement decision, CITY AND COUNTY OF SAN FRANCISCO will be given an opportunity to review and concur with the placement. If circumstances cause the substitution of the Fellow for any reason, assignment of a replacement will be subject to the prior written approval of CITY AND COUNTY OF SAN FRANCISCO. In the event that the Fellow is replaced, Coro will ensure proper training of the replacement Fellow and work with CITY AND COUNTY OF SAN FRANCISCO to transition work to the replacement Fellow as efficiently and quickly as possible. Coro, at CITY AND COUNTY OF SAN FRANCISCO's written request, shall promptly remove a Fellow who CITY AND COUNTY OF SAN FRANCISCO finds does not perform the Partnership activities in an acceptable manner, is uncooperative, or presents a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, in each case, where such behavior constitutes a violation of Coro's employee handbook. To the maximum extent permitted by law, Coro shall indemnify, keep and hold harmless CITY AND COUNTY OF SAN FRANCISCO and those entities (if any) identified as additional insureds in Attachment A, Insurance Provisions, and their commissioners, directors, officers, agents, and employees ("**CITY AND COUNTY OF SAN FRANCISCO Indemnified Parties**") against any and all demands, claims, suits or actions (collectively referred to as "**Employment Related Claims**") arising out of any of the following: any injury or death to persons or property or pecuniary, financial or economic losses that may occur or that may be alleged to have occurred, arising from any allegation or finding that the CITY AND COUNTY OF SAN FRANCISCO Indemnified Parties is an employer, either by common law, statute, or otherwise, of Fellow. Such Employment Related Claims include without limitation injury or death to Fellow, as well as any claim by Fellow or by a third-party that Fellow is entitled to any benefit provided to employees of CITY AND COUNTY OF SAN FRANCISCO, including coverage under the California Public Employee Retirement System. Coro further agrees to defend any and all such Employment Related Claims or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the CITY AND COUNTY OF SAN FRANCISCO Indemnified Parties, Coro shall, at its expense, satisfy and discharge the same. The provisions set forth in this Section are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement and is separate and distinct from the indemnification set forth in Section XIV and not subject to any limitations set forth in Sections IX or XIV.
- C. Cooperation:** In addition to performing the activities and obligations set forth above, the Parties agree to take such other actions, and negotiate in good faith and enter such further agreements as will be necessary to consummate the transactions contemplated by this MOU.
- D. Staffing:** Each Party shall provide adequate dedicated staff time to support the activities to be conducted by it under in this MOU, and each Party shall be responsible for ensuring that staffing positions are replaced in the event of any changes in staffing or employment in order to fulfill each Party's obligations as set forth in this MOU. The current staffing list includes:
- a. Staff person to be responsible for the day-to-day work of the Program
    - i. Coro: Clifford Yee
    - ii. SAN FRANCISCO FOUNDATION: Aysha Pamukcu
    - iii. CITY AND COUNTY OF SAN FRANCISCO: Shawnté Spears, Developer Capacity Building Program Manager

- b. High-level leader who has the authority to make decisions on behalf of the Party
  - i. Coro: Laney Whitcanack
  - ii. SAN FRANCISCO FOUNDATION: Khanh Russo
  - iii. CITY AND COUNTY OF SAN FRANCISCO: Eric Shaw, Director, Mayor's Office of Housing and Community Development
- c. Additional staff with specific expertise to participate as needed in an advisory capacity to support the ongoing initiative activities listed above.
  - i. Coro: Courtney Young-Law (Programming), Genanne Walsh (Comms), Lauren Haworth (Finance)
  - ii. SAN FRANCISCO FOUNDATION: Evita Chavez (Programming), Vu-Bang Nguyen (Staff Advisor), Jordan Shapiro (Communications)
  - iii. CITY AND COUNTY OF SAN FRANCISCO: Lydia Ely, Deputy Director of Housing

**III. Notices.** Any notices required or permitted to be given under or in this MOU shall be in writing, and shall be deemed to be effective upon delivery when hand delivered, delivered by overnight courier, delivered by certified mail, postage prepaid, return receipt requested, by facsimile, or by email (provided no return to sender or similar error message is delivered to the sender) unless such address is changed by written notice hereunder:

If to Coro:

**Coro**  
233 Sansome St., Suite 700  
San Francisco, CA 94104  
Attn: Laney Whitcanack  
Email: [lwhitcanack@coronorcal.org](mailto:lwhitcanack@coronorcal.org)

If to CITY AND COUNTY OF SAN FRANCISCO: Mayor's Office of Housing and Community Development

**City and County of San Francisco: Mayor's Office of Housing and Community Development**  
**1 S. Van Ness Ave, 5<sup>th</sup> Floor**  
**San Francisco, CA 94103**  
**Attn: Shawnté Spears**  
Email: [shawnte.spears@sfgov.org](mailto:shawnte.spears@sfgov.org)

If to SAN FRANCISCO FOUNDATION:

**THE SAN FRANCISCO FOUNDATION**  
One Embarcadero Center, Suite 1400  
San Francisco, CA 94111

Attn: Fred Blackwell  
Email: krusso@sff.org

**IV. Funding.** Except as expressly set forth herein, nothing in this MOU shall obligate CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO FOUNDATION or Coro to expend funds or other resources, nor shall anything in this MOU be construed as a limitation on any Party's authority to contribute staff, funds or other resources to further the purposes of this MOU or in the implementation of this MOU. Any costs that exceed the amount of the Breakthrough Grant as awarded under this MOU will be reassessed by SAN FRANCISCO FOUNDATION and Coro utilizing good faith efforts to resolve any such overages in a manner that furthers the purposes of this MOU while minimizing additional out-of-pocket expenditures by Coro.

**V. Discretion.** Each Party, including their respective employees, officials and boards, shall exercise its sole discretion over all matters relating to the MOU and over each project or decision over which it has jurisdiction consistent with its customary practices and procedures and consistent with all legal requirements. In addition, each CITY AND COUNTY OF SAN FRANCISCO agency having jurisdiction over the subject matter of this MOU shall exercise its sole discretion under this MOU in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public or to comply with changes in Federal or California law, including applicable federal and California regulations.

**VI. No Joint Venture or Liability.** Nothing in this MOU shall be construed as creating the right or ability of any Party to bind the other Parties except as provided in this MOU, and nothing in this MOU shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by any Party, its employees, officers and/or agents, to implement this MOU. All employees, officers and/or agents of each Party shall remain employees, officers and/or agents of that Party and shall be subject to the laws, procedures, rules and policies governing that Party's employees, officers and/or agents. Nothing in this MOU shall be construed as creating a partnership, joint venture, employment or agency relationship between CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO FOUNDATION and Coro. Each Party shall conduct all of its activities under this MOU in accordance with all applicable laws and regulations. Each Party shall remain an independent contractor and does not intend to create any employer-employee or agency-operative relationship of any kind.

**VII. Public Records.** SAN FRANCISCO FOUNDATION and Coro acknowledge and agree that this MOU and communications and documents exchanged between CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO FOUNDATION and Coro are subject to the California Public Records Act and any locally applicable laws, and/or regulations.

**VIII. Publications.** No publication by Coro or SAN FRANCISCO FOUNDATION shall include use of CITY AND COUNTY OF SAN FRANCISCO's official seal without the prior written approval of CITY AND COUNTY OF SAN FRANCISCO. No publication by CITY AND COUNTY OF SAN FRANCISCO shall include the use of the names or logos of either Coro or SAN FRANCISCO FOUNDATION without the prior written approval of Coro or SAN FRANCISCO FOUNDATION, as applicable.

**IX. No Damages.** The Parties have determined that damages are inappropriate and that it would be extremely difficult and impractical to fix or determine the damages to a Party as a result of a breach of this MOU. The Parties would not have entered into this MOU if any of them were liable to the other Parties for damages under or with respect to this MOU. Consequently, the Parties have agreed that no Party will be liable in damages to the other Parties, and each Party covenants not to sue the other Parties for or claim any damages and expressly waives its right to do so, for any matter arising from or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this MOU. This section shall not apply to any claims for indemnification as set forth in Sections II.B or XIV, failure to maintain insurance as required by Section XV, or between the CITY AND COUNTY OF SAN FRANCISCO and Coro as set forth in a separate donation services agreement.

**X. Proprietary or Confidential Information.** Each Party understands and acknowledges that in performing activities under this MOU it may obtain access to proprietary or confidential information owned or controlled by the other Parties, the disclosure of which to third parties may be damaging to the other Parties. Accordingly, the Parties each agree that any and all such proprietary or confidential information disclosed by the other Parties shall be returned to the applicable other Party (if in writing) and held in confidence, except as a Party, on the advice of

counsel, may be compelled by judicial or administrative process or by other requirements of applicable law to disclose any such information, such Party may disclose such information or documents, only to the extent necessary to comply with applicable law, and, to the extent reasonably practicable under applicable law, shall notify any affected Party at least fourteen days in advance of disclosing such information. Each Party shall exercise the same standard of care to protect the other Parties' proprietary or confidential information as a reasonably prudent entity would use to protect its own proprietary or confidential data. All confidentiality obligations hereunder shall be subject to applicable law, including, without limitation, the California Public Records Act and any local public records laws and regulations. Coro shall require each Fellow to sign an agreement declaring they will comply with this Proprietary or Confidential Information provision.

**XI. No Lobbying or Election Activities.** No part of any funds provided under this MOU (including the monetary grants from SAN FRANCISCO FOUNDATION to Coro or to the Community Lead) may be used: (1) to attempt to influence legislation, carry on propaganda or otherwise carry out lobbying activities within the meaning of Section 4945(e) of the Internal Revenue Code of 1986, as amended, or (2) to influence the outcome of any election for public office, or to carry on, directly or indirectly, any voter registration drive. Fellows shall not be permitted while acting in their capacity of Fellow to participate in lobbying activities or attempting to influence the outcome of any election for public office, or to carry on, directly or indirectly, any voter registration drive, but may participate in such activities on their own personal time and in their own personal capacity, which shall not be connected in any way to their position as a Fellow.

**XII. Conflict of Interest.** Each Party acknowledges that it is familiar with Section 1090 et seq. of the Government Code of the State of California and any locally applicable laws, regulations, or policies, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the other if it becomes aware of any such fact during the term of this MOU.

**XIII. Nondiscrimination.** In the performance of its obligations and activities under this MOU, the Parties each agree not to discriminate against any of its employees or applicants for employment, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status, or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**XIV. Indemnification.**

A. Each Party will indemnify, defend and hold harmless the other Party or Parties, and their respective officers, employees and agents from and against any and all loss, liability, expense (including reasonable attorneys' fees) or claims for injury or other damages (collectively "**Indemnification Claims**") arising out of the indemnifying party's performance of this MOU, but only in proportion to and to the extent such Indemnification Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

B. In the event of concurrent negligence of two or more of the Parties, or the Parties' respective officers, employees or agents, the liability for any and all Indemnification Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this MOU shall constitute a waiver or limitation of any rights that the indemnifying party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties to this MOU.

C. The Parties intend and agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of the performance of this MOU. Such cooperation may include joint investigation, defense and disposition of claims. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this MOU. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.

D. The provisions of this Section XIV shall survive the termination or expiration of this MOU.

**XV. Insurance.** Coro shall procure and maintain during the full term of the MOU the insurance coverage described in **Exhibit A** hereto. Coro shall obtain a policy endorsement naming CITY AND COUNTY OF SAN FRANCISCO as an additional insured under any general liability or automobile policy or policies.

**XVI. Amendment; Entire Agreement.** This MOU may be amended only by a writing signed by all three Parties. No waiver by any Party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative of the affected Party, and only to the extent expressly provided in such written waiver. With the exception of a separate donation services agreement between CITY AND COUNTY OF SAN FRANCISCO and Coro, this MOU, including any attachments, contains the entire understanding between the Parties with respect to the subject matter of this MOU as of the date hereof, and all prior and contemporaneous written or oral negotiations, discussions, understandings and agreements are merged herein. In the event that any provision or part of this MOU is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XVII. Assignment.** This MOU may not be assigned, subcontracted or delegated by any Party without the prior written approval of the other Parties.

**XVIII. Effective Date and Termination.** This MOU will be effective from July 25, 2022 through May 31, 2024, but may be terminated by any of the Parties for any or no reason, with or without cause, with 90 days advance written notice. Upon the termination of this MOU, all obligations and rights of the Parties shall cease and be of no further force or effect, provided, however, those rights and obligations that by their nature are intended to survive the termination of this MOU shall so survive. In the event of termination, the parties will utilize good faith efforts to effectuate an orderly wind-down of the Program. Coro will return any funds not expended or committed for the purposes of the Breakthrough Grants, or within the Commitment Period, to SAN FRANCISCO FOUNDATION. SAN FRANCISCO FOUNDATION will notify Coro if it determines, after careful consideration of the information available to it, that the Breakthrough Grant is not being used for the purposes specified or is not reasonably in the interest of the general public. In addition, Coro will return any unexpended funds if Coro loses its exemption under Code Section 501(c)(3). Notwithstanding the foregoing: (1) Coro shall have the right to remove the Fellow from placement with CITY AND COUNTY OF SAN FRANCISCO as soon as practicable after the termination date, (2) SAN FRANCISCO FOUNDATION shall have the right to cease any outstanding grants to the Community Lead and any outstanding financial support for access to the Technical Assistance Pool, and (3) subject to Sections VIII and X hereof, the Parties will have the right to use any and all information and data developed or obtained as a result of this MOU in furtherance of the goals of the Partnership, except where such information or data constitute the proprietary or confidential information of either of the other Parties.

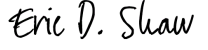
**XIX. Counterparts.** This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original of this MOU, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this MOU by telecopier, facsimile machine, portable document format ("PDF"), or other electronic means shall be as effective as delivery of a manually executed counterpart of this MOU. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this MOU.

**XX. Governing Law; Venue.** This MOU and all disputes arising here from, whether in contract or in tort, shall be governed by and construed in accordance with the laws of the State of California. The parties agree that the exclusive venue for the resolution of any dispute relating to the subject matter of this MOU shall be in the State and Federal Courts of California.

*[Signatures on next page.]*


IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of July 25, 2022.


**CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development

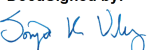
DocuSigned by:  
  
By: \_\_\_\_\_  
65EBDF04D096444...  
Eric D. Shaw, Director  
Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

DocuSigned by:  
  
By: \_\_\_\_\_  
7C608639D022490...  
Deputy City Attorney

**Coro**  
DocuSigned by:  
  
By: \_\_\_\_\_  
76635040DF7C41A...  
Name: Laney Whitcanack  
Title: CEO

**THE SAN FRANCISCO FOUNDATION**  
DocuSigned by:  
  
By: \_\_\_\_\_  
6ACA2D8D8DE646F...  
Name: Sonja Velez  
Title: Chief Financial Officer

## Exhibit A

Coro Northern California Inc.

Refer to the policy for a complete list of all coverage,  
endorsements, limits, conditions and exclusions

Line of Coverage	Policy Term	Carrier	Policy Number	Limits	Deductible or Retention	Retroactive Date	Continuity Date or Pending & Prior Litigation Date
Directors & Officers Liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186DONPO	\$1,000,000 Annual Aggregate			
				\$1,000,000 Each Wrongful Act			
Employment Practices Liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186DONPO	Included			
ERISA Bond	4/15/2021-4/15/2024	The Hartford	57BDDIQ9600	\$385,000			
General Liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186	\$2,000,000 General Aggregate			
				\$2,000,000 Products/Completed Operations Aggregate			
				\$1,000,000 Personal & Advertising Injury			
				\$1,000,000 Each Occurrence			
				\$500,000 Damage to Premises Rented to You			
				\$20,000 Medical Expense Limit			
Employee Benefits Liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186	\$2,000,000 Aggregate		8/29/2003	
				\$1,000,000 Each Claim			
Hired & Non-owned Auto liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186	\$1,000,000 Combined Single Limit	\$500 Comp \$500 Collision		
Social Service Professional Liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186	\$1,000,000 Aggregate			
				\$1,000,000 Each Event			
Improper Sexual Conduct & Physical Abuse Liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186	\$1,000,000 General Aggregate			
				\$1,000,000 Each Claim			
Liquor Liability	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186	\$1,000,000 General Aggregate			
				\$1,000,000 Each Common Cause			
Commercial Property	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California	202105186PROP	\$55,000 Business Personal Property	\$250		
Commerical Umbrella	8/29/2021-8/29/2022	Nonprofits Insurance Alliance of California		*\$2,000,000 Each Occurrence/Accident/Injury/Claim Limits (where applicable) & Aggregate			
				*Each Occurrence - Commercial General Liability and Products-Completed Operations Liability			



Line of Coverage	Policy Term	Carrier	Policy Number	Limits	Deductible or Retention	Retroactive Date	Continuity Date or Pending & Prior Litigation Date
				*Each Accident - Business Auto Liability			
				*Each Injury - Liquor Liability			
				*Each Claim - Employee Benefits Liability			
				\$2,000,000 Each Claim & Aggregate- Directors & Officers Liability			
				\$2,000,000 Each Claim & Aggregate - Improper Sexual Conduct & Physical Abuse Liability			
<b>Cyber Liability</b>	10/17/2021-10/1/2022	HSB Specialty Insurance	660576602	\$2,000,000 Aggregate Limit of Insurance			10/17/2020
				<i>Information Privacy</i>			
				\$2,000,000 Information Privacy Liability	\$2,500		
				\$2,000,000 Regulatory Liability	\$2,500		
				\$2,000,000 Event Response and Management	\$2,500		
				\$2,000,000 PCI-DSS Liability	\$2,500		
				<i>Network Security</i>			
				\$2,000,000 Network Security Liability	\$2,500		
				\$2,000,000 Event Response and Recovery	\$2,500		
				<i>Business Interruption</i>			
				\$2,000,000 Direct Business Interruption	\$2,500		
				\$2,000,000 Contingent Business Interruption	\$2,500		
				<i>Cyber Extortion</i>			
				\$2,000,000 Cyber Extortion	\$2,500		
				<i>Financial Fraud</i>			
				\$2,000,000 Social Engineering	\$2,500		
				\$2,000,000 Computer Fraud	\$2,500		
				<i>Media Content</i>			
				\$2,000,000 Media Liability	\$2,500		
				\$2,000,000 Media Event Response	\$2,500		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/13/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> (HD) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596  License#: 0564249 CORONOR-04	<b>CONTACT NAME:</b> Tina Cruickshank <b>PHONE (A/C. No. Ext):</b> 925-942-4693 <b>FAX (A/C. No):</b> 925-934-8278 <b>E-MAIL ADDRESS:</b> TinaC@Heffins.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Nonprofits Insurance Alliance of California</td> <td style="text-align: center;">1184</td> </tr> <tr> <td><b>INSURER B:</b> HSB Specialty Insurance Company</td> <td style="text-align: center;">14438</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Nonprofits Insurance Alliance of California	1184	<b>INSURER B:</b> HSB Specialty Insurance Company	14438	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** **CERTIFICATE NUMBER: 2136473816** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	202105186	8/29/2021	8/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp. Benefits Liab. \$ \$2M/\$1M
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	202105186	8/29/2021	8/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			202105186AUMB	8/29/2021	8/29/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				
A	Professional Liability			202105186	8/29/2021	8/29/2022	\$1,000,000 Ea. Event
A	Improper Sexual Conduct			202105186	8/29/2021	8/29/2022	\$1,000,000 Ea. Claim
B	Cyber Liability			660576602	10/17/2021	10/17/2022	Aggregate Limit \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Where required, The City and County of San Francisco, its officers, employees, agents and contractors are to be covered as additional insured with coverage as primary & non-contributory & waiver of subrogation on general & auto liability per the attached endorsements.

<b>CERTIFICATE HOLDER</b>  City and County of San Francisco 1 S Van Ness 5th Floor San Francisco CA 94103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b></p> <p><b>Endorsement Effective Date:</b></p>
--

**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b></p> <p>Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: 2021-05186  
 Named Insured: Coro Northern California, Inc.

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2021-05186  
 Named Insured: Coro Northern California, Inc.

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



NAMED INSURED: Coro Northern California, Inc.

*A Head for Insurance. A Heart for Nonprofits.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

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**SCHEDULE**

**Name of Person or Organization:**

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.





A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2021-05186

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY  
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

**A. Section II – WHO IS AN INSURED** is amended to include:

- 4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
  - a. Your negligent acts or omissions; or
  - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

- 8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2021-05186

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

1.

San Francisco's housing unaffordability is wide-reaching. Housing costs have increased far faster than inflation since the late 1990s and have risen to the highest in the nation since the 2011 boom. To become a truly resilient city, San Francisco must tackle the challenges of unaffordability for residents today and proactively build for the future.

Affordable housing is critical to the City's economic and social health. Without housing that is affordable to a range of incomes, San Francisco runs the risk not only of losing vital components of its unique and diverse culture, but also risks incurring negative economic impacts as essential workers and families cannot afford to remain in the City.

The San Francisco Mayor's Office of Housing and Community Development (MOHCD) supports San Franciscans with affordable housing opportunities and essential services to build strong communities. The department works to create affordable housing, preserve affordability, protect vulnerable residents, and empower communities, neighborhoods, and people seeking housing. MOHCD's programs to create and preserve affordable housing are multifaceted and include 100% affordable multifamily housing, HOPE SF, down payment assistance loans, Small Sites, Preservation and Seismic Safety, and the monitoring of inclusionary mixed income housing.

MOHCD is one of the best resourced housing agencies in the Bay Area in terms of both staffing and funding with more 30 full time housing development and preservation project staff and more than \$1 billion in funds available for housing development and \$300 million available for housing preservation. The office is managing more than 125 active projects in its housing development pipeline, is managing a preservation program that aims to be responsive, timely to the dynamic nature of the local real estate market and is responsible for the asset management of more than 23,000 city financed affordable housing units within the city. The office acknowledges three stark conditions that have limited our

ability to meet the housing production and preservation needs within the city (1) the housing production need greatly exceeds the existing staffing and financial capacity of the city and its current nonprofit housing development partners, (2) the city cannot implement its current or desired housing goals without active partnerships with housing developers (community based, non profit, or market rate), and (3) past MOHCD investment and development policies have diminished opportunities for emerging Black and Brown market rate and community based developers to effectively partner in the implementation of the city's housing goals.

The 2014-2022 Regional Housing Need Allocation allocations for San Francisco calls for the development over 28,000 new units of housing, with a significant increase anticipated in the next allocation cycle. Historically, the City has met 50% of the very low income, 82% of the low income, and 42% of moderate income RHNA targets. According to the city's capital plan, over the next ten years MOHCD will need to invest in the acquisition and rehabilitation of at least 400 units per year based on historic loss of units from Housing Balance Report and recapitalize 15,500 units of existing MOHCD subsidized housing that lack project-based or operating subsidies. The office is advancing nearly 11,000 affordable units in its development pipeline through 2030.

It is important to note that MOHCD itself is not a housing developer, but rather serves as a key investor in affordable housing projects relying on development partners for the construction and long term operation of the housing. Unlike the City's horizontal and vertical assets such as pipes, streets, and buildings, when it comes to affordable housing, the asset the City "owns" is the affordability itself. Affordability is ensured both through restrictions placed on title or through ownership of the land underlying affordable units. Affordable housing buildings are typically owned by partnerships where the managing general partner is a mission-driven non-profit organization.

The approach of city funded affordable housing being developed and managed by mission-driven non-profit organizations is the result of strong advocacy from local community development organizations and leaders from the communities most impacted by gentrification and displacement, under the premise that these organizations were best suited to conduct ongoing engagement with impacted communities, best understood the housing needs and priorities of impacted communities, and had a long term commitment the operation of affordable housing to meet anti-displacement and community stability goals. The result is strong support among residents and public officials for the development of affordable housing in communities impacted by gentrification, more responsive development of 100% affordable housing and strong tenant organizing for the acquisition of units for permanent preservation. However, MOHCD and its development partners recognize that there is a shallow bench when it comes to the number of organizations that are managing housing preservation and production programs and that financial and staffing capacity of these organization limit the amount of housing that can developed under this model. Community development partners are generally developing projects within their home communities, mostly located in the eastern side of the city, creating gaps in housing production and preservation in areas of the city where is SF Planning Department Housing Balance Report there is some of the highest need for housing.

There has also been a steep learning curve to understand the intricacies of development finance, construction management and asset management for many of these organizations. MOHCD has made a long-term commitment to invest in capacity building to help address this concern.

Larger affordable housing developers can produce at scale but lack the diverse leadership and strong community connections advance responsive development. Also, their business models are only focused on production of new units, with none participating in the city housing preservation programs.

City leaders and voters have repeatedly demonstrated their support for policies and investments that address the housing needs of San Francisco's workforce and vulnerable residents. Since 2012, San Francisco has passed a number of key initiatives to increase resources for affordable housing production, including:

- 2012: Housing Trust Fund as a set-aside within the City's General Fund
- 2015: \$310 million affordable housing G.O. bond
- 2016: Significant increase to the inclusionary obligations on market rate housing
- 2018: Gross receipts tax to fund housing and services for people experiencing homelessness
- 2019: \$600 million affordable housing G.O. bond
- 2020: Health and Recovery G.O. Bond included \$147M for permanent supportive housing

While the parameters for the use of these funds is dictated by initiative language or by legislation, underwriting requirements are solely developed by MOHCD program staff and leadership, in consultation with development partners and with review and concurrence by the Citywide Affordable Housing Loan Committee. The underwriting requirements are drafted to ensure that the city is investing in financially viable projects, that are able to leverage state, federal and private sources, and that have the appropriate financial controls to ensure the responsible stewardship of public funds and generate revenue to sustain the city's housing programs.

Financial support of affordable housing production and preservation is generally provided by MOHCD through loans to affordable housing developers. Qualified development teams are selected through Notices of Funding Availability (NOFAs) or Requests for Proposals or Qualifications (RFPs or RFQs) that frame funding with the implementation of production and preservation priorities. Those teams then carry out preservation and new construction projects. This financing approach allows projects to leverage sources of funding at the state and federal level such that local resources are needed to pay only a portion of the total cost of development.

MOHCD program staff and leadership have been working respond to the feedback from the development stakeholders that its underwriting requirements and development procurements to remove barriers to partnering with the city and to better reconcile risk management and investment returns policies with city goals for increased participation by BIPOC led development teams, innovation in financing that increase competitiveness of projects to receive leveraged funds, and a broader range in the types of production and preservation projects. MOHCD is committed to taking the steps to address these concerns, switching its procurement from a request for proposals approach to a request for qualifications approach – which reduces the costs to apply for MOHCD projects by thousands of dollars, creating more flexibility to allow mission led organization partnering with for profit developers on preservation projects to be eligible for city financing, and supporting efforts to recapitalize existing portfolios to fund expanded rehabilitation and development initiatives. MOHCD centered racial equity as a key policy outcome in its most recent request for qualifications for the development of nine sites throughout the city. The result was that more than half of the development award projects being led by, or having substantive participation by, BIPOC teams. The office is also revising its preservation program marketing and underwriting guidelines, its commercial space underwriting guidelines, and prioritizing across the agency increase culturally competent engagement among staff and its grantee and development partners.

MOHCD is in regular conversations with BIPOC led market rate development teams about opportunities to partner on development and preservation deals outside of regular procurements. These firms are generally more mission driven specifically looking for investment in projects that advance long term housing affordability, and with team members from impacted communities in San Francisco or from communities throughout the nation faces similar concerns about gentrification and displacement. The office recognizes that these proposals are in line the with the city's housing and racial equity goals, but

the office is trying to determine what is needed in terms of revisions to its policies and processes to move from brainstorming to deals.

The Breakthrough Grant will facilitate the SF Mayor's Office of Housing and Community Development meeting a goal to expand the number of BIPOC emerging developers within the city of San Francisco and concurrently to ensure that its investment and procurement policies allow for these developers to partner and receive financing from the MOHCD. MOHCD recognizes that the city need more developers and more deals at all scale to meet its housing production and preservation needs. The office seeks to maintain its charge that the affordable housing development and preservation it funds are is done so in partnership with mission driven developers, who are able to effective engage BIPOC and low income communities and develop projects responsive to community needs and priorities.

Expanding the pool of BIPOC emerging developers in San Francisco will produce the following outcomes:

**(1) MOHCD will be able to continue its charge to invest in mission driven development**

**organizations.** As was noted earlier, the majority – if not all – of the emerging BIPOC development firms MOHCD are in conversation with have articulated missions to increase affordable housing opportunities for low income and communities of color over the long term. Initial community and advocates prioritized nonprofit development teams over concerns that market rate and for profit housing developers focused on extractive transactions prioritizing profit over community. MOHCD is in concurrence that the development of housing just to meet unit counts cannot be the only goal. We now recognize the within the housing development ecosystem there is a sector comprised of mission driven development firms, that may be for profit or B Corps, who can partner to advance the city's housing goals without compromising its community development and racial equity goals.



(2) **MOHCD may be able to execute more preservation deals that require less MOHCD staff and financial resources.** The Small Sites program is the key MOHCD preservation program where the office works with communities and a nonprofit development partner to acquire occupied smaller apartment buildings, provide needed renovations, and enact affordability covenants and initial subsidy to ensure long term affordability for existing tenants. This program is generally utilized by a smaller subset of the local nonprofit housing development sector, and increasing per unit cost and limited capacity of the subset of developers inhibit the ability to execute more deals. Conversations with emerging BIPOC developers have focused on how they can participate in the acquisition and rehabilitation of smaller apartment buildings with these teams bring development expertise and proposing projects that need significantly less city financial resources. MOHCD is revising its policies for the Small Sites program that support nonprofit developers to partnering directly with emerging BIPOC developers, with the goal of increasing number of deals, increasing capacity to the non profit development partner, and decreasing the city financial commitment (which in turn allows for the funding of more deals). In addition, nonprofit development partners have shared that lack of capacity and financial recourse has limited their ability to utilize the Community Opportunity to Purchase Act (COPA) that allow them the first right to purchase smaller multifamily properties. There may be an opportunity to better utilize this program through partnership between mission driven nonprofit and mission driven BIPOC led organizations.

(3) **There may be an increase in the diversity and scale of the projects able to be developed/preserved within the city.** MOHCD recognizes the need to increase the scale and diversity of the projects that it funds. Currently the majority of investment portfolio are preservation project with building less than 25 units, or larger new 100% development projects of more than 100 units. The office has been working to pilot a “large sites” program to invest

in the acquisition and preservation of buildings with between 25 and 100 units. On the housing production side, proposed changes to zoning throughout will allow for the development more units on smaller sites throughout the city. Taking advantage of the new opportunities to support the preservation and production of the “missing middle” housing stock will require new partnerships with development partners that work at this scale. A scan by MOHCD, other city partners within the region and the San Francisco Urban Land Institute found that this is a niche that could be served by emerging BIPOC developers.

- (4) **Increased geographic distribution of housing preservation and production projects.** As was shared earlier in the narrative, a limitation of the city’s development approach is that most of the city’s mission based nonprofit developers primarily operate and want to develop within a specific geography. Many of these organizations operate in east side of the city creating gaps in advance development and preservation projects in high need neighborhoods such as the Fillmore/ Western Addition, Ingleside, Sunset, the Richmond and the Castro. MOHCD recently concurred with a SF Budget and Legislative Analyst finding about the need for the office to increase its investment in these neighborhood where the impacts of displacement have to fully manifest, but are imminent as identified by SF Planning Department Housing Balance Report. The office has instituted a capacity building program for non profit housing developers to understand the unique market, community and development issues in these communities. Concurrent with the work is the opportunity for emerging BIPOC mission driven developers who are looking citywide for acquisition and development opportunities to initiate deals and bring in a nonprofit partner. In the Diamond Heights neighborhood MOHCD entered into its first partnership with Habitat for Humanity of Greater SF for the development eight homeownership units with a commitment to affirmatively market to BIPOC residents. The project was able to be funded because MOHCD revised its underwriting guidelines and funding policies to allow for

financing smaller homeownership projects. Black led development firms have expressed interest in projects in the Western Addition and Fillmore neighborhoods, and trend that is in line with most recent effort by a larger established Black led development firm who is partnering with the Freedom West Cooperative on a proposed redevelopment that would significantly increase the density of the site and include replacement and new affordable housing units.

Building more housing for all of San Francisco's residents has been a key pillar for Mayor Breed and the SF Mayor's Office of Housing and Community Development. From advancing a \$600 million affordable housing bond, to streamlining the production of Accessory Dwelling Units, and rebuilding public housing, San Francisco has deeply invested in this area. Both housing preservation and production is essential to maintaining our diverse neighborhoods, preventing displacement, and creating long term economic sustainability for our residents.

Housing affordability is crucial to the City's efforts to advance racial equity. Not only have historic housing policies like urban renewal and redlining furthered systems of structural and institutional racism, these policies continue to impact Black, Indigenous, and people of color today as they disproportionately experience homelessness, rent burden, substandard housing and overcrowding. Moreover, as the COVID-19 pandemic has shown, people of color have been most in need of housing stabilization resources. With the pandemic's effect on the economy expected to last for the next few years, San Francisco must advance affordable housing production and preservation as the long-term solution to housing stability and racial equity.

According to the City and County of San Francisco consolidated plan, 70% of low, very low, and extremely low-income San Francisco residents or people of color. Analysis by SF Planning found that nearly 44,000 households, 42% of low-income renter households, spend more than half of their income on housing.

The proposal advances racial and economic opportunity in three ways:

- (1) **The development and preservation of more housing increases opportunity.** Through the revision of its policies to remove barriers to partnerships with emerging BIPOC developers, and enacting policies and programs to increase the number of emerging BIPOC developers working within San Francisco, MOHCD is confident that it will see an expansion in its preservation and

production pipelines. Our findings show that communities of color are in most need of the affordable housing for low, very low and extremely low incomes. MOHCD understands that the city is working from a severe deficit in past production and future RHNA allocations, but to address the affordability crisis within the city every unit counts. In addition, the possibility of expanding the number and geographic reach of units within its preservation portfolio is a critical component of city and community anti displacement initiatives.

(2) **Growing the number of emerging BIPOC developers in San Francisco advances both the city's housing opportunity and racial equity goals.** MOHCD has received feedback from emerging BIPOC developers that its underwriting policies and procurement excluded them from partnering the city on production and preservation programs. In November 2020, MOHCD stated a policy and programmatic imperative in its multisite request for proposal to increase the number and substantive participation on developers of color on all its projects. MOHCD recognizes that increased participation by developers of color has the potential to create more community serving and responsive developments and expand the geography and scale of its preservation portfolio.

MOHCD also recognizes the opportunity to have a more expansive reach to support BIPOC led business in housing supporting industries through its goal of substantive inclusion of BIPOC developers in the development of affordable housing. Many respondents to the request for qualifications includes strategies to include contractors and designers of color on its construction teams, engage small and community serving businesses led by people of color in its commercial spaces, and include organizations serving BIPOC resident in residential services programming.

(3) **MOHCD racial equity policies can replicated and scaled to advance larger systems change.**

Recent studies by Enterprise Community Partners, the Urban Institute and the Brookings

Institution has shown that access to capital is one of the most significant impediments for BIPOC housing developers. MOHCD has been formal idea exchange with the housing offices of Oakland and San Jose, providing it policy and procurement document and engaging in monthly meetings about how to realize shared housing and racial equity goals. San Francisco is a member of the national consortium High-Cost Cities Housing Forum and has also shared its racial equity and procurement policies with its members. MOHCD is a member of number working groups associated with the establishment of the Bay Area Housing Finance Agency where it not only advocating for a proportionate share of funding to go to the city, but that BAHFA underwriting and procurement policies are in line with that of San Francisco's including its racial equity goals. Finally, MOHCD has committed to working with its local, regional and national finance partners to find alignment in advancing equity and removing barriers for BIPOC development firms in all of funding sources for the city's affordable housing pipeline.

**2014:** City establishes the Small Sites Program

**2016:** Significant increase to the inclusionary obligations on market rate housing

**2016:** Voter initiative to repurpose Seismic Safety Loan funds for the housing preservation

**2017:** City establishes HOMESF – Affordable Housing Density Bonus Program

**2017:** SF Planning Commission endorses Mission Action Plan that includes place based anti-displacement housing strategies in the Mission neighborhood

**2018:** Gross receipts tax to fund housing and services for people experiencing homelessness

**2019:** \$600 million affordable housing G.O. bond

**2019:** City approves Community Opportunity to Purchase Act (“COPA”),

**2020:** Health and Recovery G.O. Bond included \$147M for permanent supportive housing

The Urban Land Institute (ULI) is the oldest and largest network of cross-disciplinary real estate and land use experts in the world. Through its members' dedication to the mission and their shared expertise, the Institute has been able to set standards of excellence in development practice.

Its stated mission is to "shape the future of the built environment for transformative impact in communities worldwide".

Its Mission Commitments are:

- CONNECT active, passionate, diverse members through the foremost global network of interdisciplinary professionals
- INSPIRE best practices for equitable and sustainable land use through content, education, convening, mentoring, and knowledge sharing
- LEAD in solving community and real estate challenges through applied collective global experience and philanthropic engagement

ULI SF would work in partnership with MOHCD staff and the Breakthrough Grant fellow to identify and cultivate relationships with young emerging developers of color in the Bay Area. Building on ULI's [Pathways to Inclusion](#) program and our [YLG](#) and [NEXT](#) mentorship programs, we will create a Cohort of Emerging Developers of Color to engage with over the next two years and beyond. MOHCD will provide targeted outreach to emerging BIPOC developers who have sought out city support for projects over the past two years. ULI and MOHCD will create at least two events per year specially for bringing together cohort members with the city's mission driven nonprofit development partners.

The Cohort will be comprised of 20+ individuals that will receive scholarships for ULI membership and access to programs designed to serve, support, and engage the Cohort throughout the two years. In



addition to ULI SF's existing programs and benefits, the Cohort will participate in monthly cohort meetings, networking events, trainings, and a mentorship program tailored to their interests and needs. At least half of the monthly meeting will be coordinated with MOHCD staff and the Breakthrough Fellow to dive into roadblocks that the Cohort members face when working in San Francisco and beyond. These facilitated discussions will shed light on policy barriers and potential solution to encourage and incentive more diverse housing development throughout the City.

Through regular engagement with City staff and the Cohort, relationships will be developed between the public sector and the emerging developers who are more likely to have direct experience in communities where small sites are located. In the short term, this consistent communication and relationship building will lead to more equitable policies that are created together. In the long term, revised policies, stronger partnerships, mutual understanding, coupled with enhanced career resources and mentorship will ultimately lead to more housing in areas of the City where we need it most.

Earlier this year Mayor Breed spearheaded the Dream Keeper Initiative which is reallocating \$120 million in funding from law enforcement to investments in the African American community, including \$10 million focused on homeownership and housing.

As the part of the Dream Keeper Initiative the SF Mayor's Office for Housing and Community Development was budgeted six positions to advance housing access and opportunities for African American residents of San Francisco. The position of Capacity Building Manager is charged with serving as a liaison to the African American led mission driven nonprofit developers to build their capacity to partner with the city on affordable housing production and preservation and provide recommendation to MOHCD leadership about changes to policies and practices that remove barriers for African American developers. Over the next year the Capacity Building Manager will: complete a needs assessment on BIPOC joint venture goals, convene cohort of BIPOC joint venture partners from the multisite RFQ, plan MOHCD "Joint Ventures Best Practices" document, and work with sister organizations -- LISC, Enterprise and other CDFIs -- to take advantage of their BIPOC focused resources. This work will also be supported by Dream Keeper Initiative funded positions advancing culturally competent communications to African American resident and a cultural district planning associate working on issues of anti-displacement.

The city budgeted \$10 million for a Housing Innovation Fund to support MOHCD efforts to invest in nontraditional housing deals. There is a pending commitment from the Department Housing and Homelessness Services of \$30 million annually for the development of 100% affordable permanent supportive housing that would be procured through the request for qualifications process. There is an additional \$10 million in the city budget for a social housing fund. Recommendations for the use of these funds will come from an oversight board that is staffed and managed by MOHCD. MOHCD will implement any recommendations from the oversight board in line with its racial equity goals.

The commitment to advancing housing opportunity is an all-staff effort at MOHCD. Additional staff supporting this initiative will be the agency Deputy Director for Housing, the Director of Housing Production, the Director for Housing Preservation, the Director of Policy and Government Affairs, the Small Sites Program Manager, the Cultural Districts Program Manager, and the Director of MOHCD. We also envision strategic interagency partnerships with Office of Community Investment and Infrastructure, SF Planning, the Office of Economic and Workforce Development and the Office of Contracts and Administration.

Underwriting requirements for housing development and preservation are solely developed by MOHCD program staff and leadership, in consultation with development partners and with review and concurrence by the Citywide Affordable Housing Loan Committee. Procurements are solely developed by MOHCD staff and leadership in consultation, with awards being determined by a committee comprised city agency and public members with concurrence by the Mayor.

Over the next two years MOHCD will continue to refine its underwriting guidelines to advance racial equity goals. We propose the following activities

- (1) Briefing to the Citywide Affordable Housing Loan committee on the MOHCD racial equity goals and proposed changes to staff reports to reflect the inclusion of racial equity goals**
- (2) Working session with the Citywide Affordable Housing Loan committee on affirmation and cross agency alignment on racial equity goals.**
- (3) Internal monitoring of performance of implementation of racial equity goals in development projects**
- (4) Review of documentation of findings and feedback from ULI emerging BIPOC developer's cohort, and mission driven nonprofit developers**
- (5) Review of documentation of findings from best practices and financing partner policy scan conducted by Capacity Building Manager**
- (6) Internal working session to proposed changes to guidelines based on reviews**
- (7) Working session with emerging BIPOC developer's cohort and mission driven nonprofit developers**
- (8) Working session with Citywide Affordable Housing Loan committee on proposed changes to the underwriting guidelines**
- (9) Final review and approval by MOHCD Director**
- (10) Final review and approval by Citywide Affordable Housing Loan Committee**

A similar process will take place for revisions to MOHCD procurements but the consultation will be with the Mayor's Office (not the Citywide Affordable Housing Loan Committee), and there will be limited discussion on specific provisions of the procurement due to city regulations that prohibit organizations who respond to procurements providing specific guidance on agency solicitations.

Guidelines and procurements will be implemented immediately by MOHCD and will become MOHCD policy. Developer selection and funding will be in line with the procurement and underwriting guidelines.



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 221076

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Shawnte Spears	628-652-5844
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
MYR Mayor's Office of Housing	shawnte.spears@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Coro N. California	<b>TELEPHONE NUMBER</b> 415-986-0521
<b>STREET ADDRESS (including City, State and Zip Code)</b> 233 Sansome St, Suite 400, San Francisco, CA 94104	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 221076
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$300,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Coro N. California gifted the Mayor's Office of Housing and Community Development a Fellow through their Fellowship program. This was provided by a grant from the San Francisco Foundation.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Whitcanack	Catherine	CEO
2	Young-Law	Courtney	Other Principal Officer
3	Pisano	Marianna	Board of Directors
4	Jackson	Bill	Board of Directors
5	Howard	Erick	Board of Directors
6	Long	Lawland	Board of Directors
7	Pahl	Mothusi	Board of Directors
8	Brown	Aimee	Board of Directors
9	Van Degna	Anna	Other Principal Officer
10	Gibson	Sean	Other Principal Officer
11	Light	Leti	Other Principal Officer
12	Narayanan	Jenna	Other Principal Officer
13	Patterson	Chris	Other Principal Officer
14	Beach	Minden	Other Principal Officer
15	Vermeire	Diana	Other Principal Officer
16	Silva	Evonne	Other Principal Officer
17	Brown	Derick	Other Principal Officer
18	Dempsey	Hank	Other Principal Officer
19	Schafer	Betty	Other Principal Officer



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
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43			
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48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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**Mayor's Office of Housing and Community Development**  
City and County of San Francisco



**London N. Breed**  
Mayor

**Eric D. Shaw**  
Director

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Benjamin McCloskey, Deputy Director Mayor's Office of Housing and Community Development

**DATE:** August 31, 2022

**SUBJECT:** Accept and Expend In-Kind Gift of Consulting Services

**DONOR:** CORO Northern California

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Attached please find the original and 2 copies of each of the following:

- Proposed resolution
- RFP for Breakthrough Grants
- Breakthrough Grants Proposal
- Executed Breakthrough Grant MOU
- Final Draft Donation Agreement

Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey  
Phone: 415-701-5575  
Interoffice Mail Address: Benjamin.McCloskey@sfgov.org  
Certified copy required Yes  No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).