

**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
1. BREAKTHROUGH GRANT VISION				
<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>	

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1. BREAKTHROUGH GRANT VISION				
		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.		

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2. BREAKTHROUGH GRANT AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS				
<p>CITY AND COUNTY OF SAN FRANCISCO is awarded the following for 2 years.</p> <p>A Breakthrough Grant Fellow 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>Community Partnerships: CITY AND COUNTY OF SAN FRANCISCO will engage with community to develop solutions that</p>	<p>Breakthrough Grant Fellow: 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>Breakthrough Grant Fellow: 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>Breakthrough Grant Fellow: 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>Community Lead: 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>

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2. BREAKTHROUGH GRANT AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS				
<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>Community Partners: 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>		

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2. BREAKTHROUGH GRANT AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS				
	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.		

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3. BREAKTHROUGH GRANT AWARD: TECHNICAL ASSISTANCE AND COHORT CONVENINGS				
<p>In addition to the Fellow, CITY AND COUNTY OF SAN FRANCISCO is awarded the following for 2 years:</p> <p>Technical Assistance: The Fellow will have access to the Technical Assistance Pool to complete work for CITY AND COUNTY OF SAN FRANCISCO.</p> <p>Regional Cohort: Quarterly meetings</p>	<p>Technical Assistance Pool: 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>Process: 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>Breakthrough Grant Cohorts: Attend and actively participate in quarterly regional convenings to exchange best practices, strategies and other learnings.</p>	<p>Technical Assistance Pool: 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>Breakthrough Grant Cohorts: 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>Technical Assistance Pool: 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>Breakthrough Grant Cohorts: Actively participate in agenda setting for cohort meetings.</p>	<p>Breakthrough Grant MOU</p> <p>Meeting and Convening Calendar</p>

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3. BREAKTHROUGH GRANT AWARD: TECHNICAL ASSISTANCE AND COHORT CONVENINGS				
	<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.	

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4. COMMUNICATIONS				
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.	

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		<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>	

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5. EVALUATION				
<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

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, 5th Floor
San Francisco, CA 94103
Attn: Shawnté Spears
Email: 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:
Eric D. Shaw
By: _____
65EBDF04D096444...
Eric D. Shaw, Director
Mayor's Office of Housing and Community Development

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

DocuSigned by:
[Signature]
By: _____
7C608639D022490...
Deputy City Attorney

Coro
DocuSigned by:
Laney Whitcanack
By: _____
76635040DF7C41A...
Name: Laney Whitcanack
Title: CEO

THE SAN FRANCISCO FOUNDATION
DocuSigned by:
Sonja K Velez
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			
Cyber Liability	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).

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

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"/> COMMERCIAL GENERAL LIABILITY <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"/> 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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202105186AUMB	8/29/2021	8/29/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A B	Professional Liability Improper Sexual Conduct Cyber Liability			202105186 202105186 660576602	8/29/2021 8/29/2021 10/17/2021	8/29/2022 8/29/2022 10/17/2022	\$1,000,000 Ea. Event \$1,000,000 Ea. Claim Aggregate Limit \$1,000,000 Agg. \$1,000,000 Agg. \$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.

CERTIFICATE HOLDER City and County of San Francisco 1 S Van Ness 5th Floor San Francisco CA 94103	CANCELLATION 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.

Named Insured:
Endorsement Effective Date:

SCHEDULE

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

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.