PBF POLICY FUND MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**"), effective as of January 22, 2025, is entered by [JURISDICTION NAME] ("**[JURISDICTION NAME]**"), 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, [JURISDICTION NAME], 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, Marin, 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 and protect vulnerable tenants (collectively, "**Production, Preservation and Protection 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 Grants 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 PBF Policy Fund Grants for Housing Production, Preservation and Protection (respectively, the "**Program**" and the "**PBF Policy Fund Grant**"). 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. [JURISDICTION NAME] submitted an application and proposal (collectively, the "**Proposal**") to SAN FRANCISCO FOUNDATION for a PBF Policy Fund Grant, based upon which, [JURISDICTION NAME] has been awarded a PBF Policy Fund Grant.

F. The PBF Policy Fund consists of four key components: (1) the placement of a Fellow with [JURISDICTION NAME] during the two-year period commencing on January 22, 2025 (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 [JURISDICTION NAME] 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 [JURISDICTION NAME] develop and adopt meaningful Production, Preservation and Protection 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 [JURISDICTION NAME] 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 PBF Policy Fund 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, Preservation and Protection Policies with [JURISDICTION NAME] 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 PBF vision by engaging in specific areas of collaboration and performing the respective activities set forth in the following five category chart:

a. PBF Policy Fund Vision;
b. PBF Policy Fund Award: Fellows and Community Partnerships;
c. PBF Policy Fund Award: Technical Assistance + Cohort Convenings;
d. Communication (Internal + External); and
e. Evaluation.

Area of Collaboration	[JURISDICTION NAME]	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
1. PBF Policy Fund VISION				
The Parties will honor the Partnership's housing goals as set forth in this MOU.	Use good faith efforts to activate and engage in the implementation of progressive Production, Preservation and Protection Policies, in collaboration with community partners, with the support and facilitation of the Fellow. Will use best efforts to actively advance equitable systems change with an emphasis on expanded community engagement and progressive policy.	Ensure a competent, racially diverse Fellows pool that is supported with strong onboarding, Technical Assistance, and relationship building to successfully assist Jurisdictions in advancing Production, Preservation, and Protection Policies. Ensure Jurisdictions and their respective Fellows land on a strong results framework to guide their work. Actively build a strong bench of diverse regional leaders, wraparound support structure and national/regional best practices to ensure the Fellow's success.	Ensure that the PBF vision and long-term expectations for the Fellows program and jurisdictional cohorts are infused with SFF's commitment to racial and economic inclusion. Utilize grant making, convening, organizational capacity building and the lever of the Partnership at large to support and advance the Fellows' work. Galvanize civic engagement related to the Policy Fund broadly and PBF Policy Fund 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.	PBF Policy Fund MOU

Operational Responsibility:	Provide engaged staff to supervise and support the Fellow's assistance with developing policy recommendations and increased community engagement.	Provide Technical Assistance and employer oversight for the Fellows and their matched Jurisdictions. Elevate best practices in systems change from a regional and national perspective with Fellows and Jurisdictions. Regularly engage, convene, update and recruit influential civic leaders and anchor institutions to support fundraising, strategy, advocacy and reflection, in partnership with SFF. Serve as the direct manager for the Fellow, including but not limited to, overseeing their work performance, setting clear expectations of job duties, providing necessary training and coaching, and ensuring compliance with company policies and standards. Feedback will be shared in regular 1:1 sessions between the manager and Fellow and performance evaluations will be provided at a regular cadence throughout the duration of the Fellowship. Provide regular opportunities for [JURISDICTION NAME] to share relevant feedback about the Fellow's performance to be reviewed during Fellow's 1:1s and performance evaluation.	Generate engagement and momentum for PBF among jurisdictional leaders through regular updates and by celebrating what works. Regularly engage, convene, update and recruit influential civic leaders and anchor institutions to support fundraising, strategy, advocacy and reflection. Promote the role of civic leaders as long-term promoters of equitable and progressive housing policy.	

Area of Collaboration	[JURISDICTION NAME]	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
1. PBF Policy Fund 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.		

Area of Collaboration	[JURISDICTION NAME]	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
2. PBF Policy Fund AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS				
[JURISDICTION NAME] is awarded the following for 2 years. **A PBF Fellow** who will facilitate the development and implementation of innovative and high-impact Production, Preservation and Protection Policies in collaborative partnership with community and staff from departments across [JURISDICTION NAME]. **Community Partnerships:** [JURISDICTION NAME] will engage with the community to develop solutions that meet local needs. [JURISDICTION NAME] will work with the Community	**PBF Fellow:** The Fellow will be placed at the [JURISDICTION NAME] via a collaborative matching process. Coro has final determination over Jurisdiction/Fellow matches. [JURISDICTION NAME] is expected to provide logistical support to facilitate collaboration between [JURISDICTION NAME] and Fellow, regardless of where Fellow is located. [JURISDICTION NAME] commits lead staff and executive team staff to support Fellow. The Fellow will be required to attend monthly meetings with Fellows from other Jurisdictions, quarterly cohort meetings, (see schedule) and other professional development and relationship building opportunities, as	**PBF 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. In case any issues arise between the Fellow and [JURISDICTION NAME], Coro will be the point of contact to resolve. 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. Assist the Fellow in assessing, in real time, the Technical Assistance needs that exist within [JURISDICTION NAME]'s teams. Using the funding pool provided by SFF, as well as	**PBF 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. **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.	PBF Policy Fund MOU

Area of Collaboration	[JURISDICTION NAME]	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
2. PBF Policy Fund AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS				
Lead to serve as a lead partner in community engagement and share a strong community partnership plan.	identified. The Fellow will provide advance notice of such meetings and events to [JURISDICTION NAME]. [JURISDICTION NAME] and the Fellow will coordinate scheduling so the Fellow can attend. **Community Partners:** [JURISDICTION NAME] commits its proposed community partnership model for the duration of the Commitment Period. [JURISDICTION NAME] will take the lead on the PBF Community Partnership plans as described in the [JURISDICTION NAME]'S Proposal. The Fellow will help facilitate relationships and work.	through peer learning within the cohort, help the Fellow secure resources to meet the Technical Assistance needs.		
Operational Responsibility	Provide engaged staff to supervise and support the Fellow's work in developing and achieving policy objectives, in addition to increasing community engagement. The designated staff person will serve as an onsite Supervisor to the Fellow for the duration of the Fellowship. They will be responsible for holding the Fellow accountable for work hours, attendance and deliverables. Supervision and support also includes providing direct, timely feedback to the Fellow and the Coro Program Director; ensuring a safe, comfortable onsite	Provide tailored Technical Assistance to the Fellow and [JURISDICTION NAME], and host monthly meetings for Fellows from participating jurisdictions, throughout the duration of the Commitment Period. 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 [JURISDICTION NAME] as it relates to the Fellows and the Program. Quickly resolve any issues that may arise between the Fellow and [JURISDICTION NAME].		

	workspace for the Fellow; securing site access and equipment needs prior to the Fellow's start date; and creating a work plan for the Fellow to begin on their first day. If access to the worksite or network is delayed, the site supervisor should provide meaningful preparatory work or research for the Fellow to do in the meantime. Be a good steward of the Fellow during the Commitment Period by facilitating the Fellow's relationships with key partners who are necessary in achieving the policy objectives. These partners can be stakeholders both within and outside of government. In partnership with the Fellow, actively lead in engagement with community partners.			

Area of Collaboration	[JURISDICTION NAME]	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
3. PBF Policy Fund AWARD: TECHNICAL ASSISTANCE AND COHORT CONVENINGS				
In addition to the Fellow, [JURISDICTION NAME] is awarded the following for 2 years: **Technical Assistance:** The Fellow will have access to the Technical Assistance Pool to complete work for [JURISDICTION NAME]. **Regional Cohort:** Quarterly Network Convenings Quarterly Leadership Training Sessions	**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 [JURISDICTION NAME]. Process: The Fellow highlights [JURISDICTION NAME]'s Technical Assistance needs through Coro. The Fellow submits a short proposal to Enterprise Community Partners to access assistance from the Technical Assistance Pool. Enterprise retains the right to fund at any amount or not at all. **PBF Cohorts:** Attend and actively participate in quarterly Network Convenings and Coro Leadership Training sessions, to strengthen regional connectivity and to share learnings across all PBF Cohort participants, whether remote or in-person. Attendees include [JURISDICTION NAME] staff, the Fellow and the Community Lead.	**Technical Assistance Fund:** Assist the Fellow to assess the Technical Assistance needs within [JURISDICTION NAME]'s teams and use the TA Fund and peer learning to address these. **PBF Cohorts:** Coordinate, structure and host quarterly convenings of the PBF Policy 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. Coordinate, structure, and host quarterly Leadership Training Sessions with [JURISDICTION NAME] and their Community Partner to build leadership and technical capacity of local leaders to for greater impact.	**Technical Assistance Pool:** Maintain the Technical Assistance Pool for requests from jurisdictions that are not covered by the Coro contract. Determine Technical Assistance Pool requests in partnership with Coro. **PBF Cohorts:** Actively participate in agenda setting for cohort meetings.	PBF Policy Fund MOU Meeting and Convening Calendar
Operational Responsibility	Actively engage in convenings and training sessions, connect with other members of the PBF cohort, and commit to hosting at least one convening, which includes providing a meeting space, for the cohort.	Convene Fellowship program stakeholders for quarterly leadership training, 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	[JURISDICTION NAME]	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
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.	Coro will share learnings from Technical Assistance providers, subject matter experts, Fellows and jurisdictions with SFF Policy Fund staff. For information that requires permission to distribute, Coro will acquire so that SFF can share within newsletters, etc.	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. Frequent and productive communication across the network is expected, whether it's collaboration between [JURISDICTION NAME] and Community Partner, regular 1:1s with the PBF Fellow, or updates to the San Francisco Foundation.	Accountable for creating/sharing communications content for Advisory Board members, funders and broad Partnership networks. Support the Partnership in strategic communications, particularly around promoting civic and political support through knowledge sharing and storytelling. Aligning capacity of Fellows, Jurisdictions, and partners around strategic communications goals. Support the Fellow in advancing communications strategies, and convening [JURISDICTION NAME] staff and resources focused on communications.	The Partnership will centrally manage initiative-wide strategic communications and process for supporting communications across partners. 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.	

Area of Collaboration	[JURISDICTION NAME]	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
5. EVALUATION				
Actively participate in evaluative learning, course correction and evidence-building.	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. This entails collaborating with an evaluation partner and proactively sharing relevant information with SFF Policy Fund staff.	Share learnings from Technical Assistance providers, subject matter experts, Fellows and jurisdictions with SFF Policy Fund staff. For information that requires permission to distribute, Coro will acquire so that SFF can share within newsletters, etc. 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.	Contract and direct the work of the evaluation partner. Manage the interaction of the evaluating partner with MOU partners.	
Operational Responsibility:	Actively participate in evaluation learning efforts and provide timely information and candid insights of the Fellowship and the work being performed by the jurisdiction.	Actively participate in evaluation efforts and utilize evaluative learnings to impact program success.	Manage evaluation efforts.	

B. Coro as Fellow's Employer: Coro shall be the sole employer of the Fellow placed by Coro with [JURISDICTION NAME]. 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. [JURISDICTION NAME] 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 [JURISDICTION NAME] 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, [JURISDICTION NAME] will be given an opportunity to review and concur with the placement.

Coro will provide ample opportunities for [JURISDICTION NAME] to provide feedback and raise any issues or concerns regarding a Fellow's conduct or performance and if necessary, will take performance management and corrective action steps in accordance with Coro's employee handbook. Such issues include not performing the Partnership activities in an acceptable manner, demonstrating uncooperative behavior, or presenting a threat to the adequate or timely completion of the project or a threat to the safety of persons or property. If this behavior persists after corrective actions have been implemented, [JURISDICTION NAME] may make a written request to Coro to remove the Fellow. Once the Fellow is removed from a jurisdiction, it is at Coro's discretion as to whether to terminate the Fellow's employment. [JURISDICTION NAME] may request a replacement Fellow, a request which may be granted at Coro's discretion. In the event that the Fellow is replaced, Coro will ensure proper training of the replacement Fellow and work with [JURISDICTION NAME] to transition work to the replacement Fellow as efficiently and quickly as possible. If hiring a new Fellow is not feasible, alternative options or resources can be explored in support of continuing and completing [JURISDICTION NAME] policy proposal

In the event that a Fellow engages in egregious or dangerous conduct, [JURISDICTION NAME] may request immediate removal of the Fellow and/or Coro may decide at its discretion to terminate the Fellow's employment based on the severity of their action. If [JURISDICTION NAME] requests the immediate removal of a Fellow and has not engaged in the performance management process or demonstrated that the action of the Fellow is egregious, the Fellow will be removed, but a replacement Fellow is not guaranteed. The San Francisco Foundation and Coro will determine if a replacement Fellow is appropriate given the circumstances.

To the maximum extent permitted by law, Coro shall indemnify, keep and hold harmless [JURISDICTION NAME] and those entities (if any) identified as additional insureds in Attachment A, Insurance Provisions, and their commissioners, directors, officers, agents, and employees ("[JURISDICTION NAME] 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 [JURISDICTION NAME] 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 [JURISDICTION NAME], 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 [JURISDICTION NAME] 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: Kaitlyn Quakenbush
   ii. SAN FRANCISCO FOUNDATION: Aysha Pamukcu
   iii. [JURISDICTION NAME]:

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. [JURISDICTION NAME]:

c. Additional staff with specific expertise to participate as needed in an advisory capacity to support the ongoing initiative activities listed above.
   i. Coro: Clifford Yee, Lauren Haworth (Finance and HR)
   ii. SAN FRANCISCO FOUNDATION: Ella Zimbalist, Elisa Orona, Jordan Shapiro (Communications)
   iii. [JURISDICTION NAME]:

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
230 California Street
STE 600
San Francisco, CA 94111
Attn: Laney Whitcanack
Email: lwhitcanack@coronorcal.org

If to [JURISDICTION NAME]:

[**JURISDICTION NAME**]
Adress
Attn:
Email:

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 [JURISDICTION NAME], 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 PBF Policy Fund 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 [JURISDICTION NAME] 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 [JURISDICTION NAME], 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 [JURISDICTION NAME], 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 [JURISDICTION NAME]'s official seal without the prior written approval of [JURISDICTION NAME]. No publication by [JURISDICTION NAME] 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, or failure to maintain insurance as required by Section XV.

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 grant from the Policy Fund to Coro provided under this MOU 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 [JURISDICTION NAME] 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. 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 January 22, 2025 - December 31, 2026, 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 PBF Policy Funds, 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 PBF Policy Fund 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 [JURISDICTION NAME] 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 XXXX, 2024.

[JURISDICTION NAME]

By:_____
Name:
Title:

Coro

By:_____
Name: Laney Whitcanack
Title: CEO

THE SAN FRANCISCO FOUNDATION

By:_____
Name:
Title: