

CITY OF OAKLAND

AGENDA REPORT


TO: Jestin D. Johnson
City Administrator

FROM: Emily Weinstein
Director, Department of
Housing & Community
Development

SUBJECT: Partnership for the Bay's Future MOU

DATE: December 30, 2024

City Administrator Approval


Jestin Johnson (Jan 15, 2025 10:30 PST)

Date:

Jan 15, 2025

RECOMMENDATION

ADOPT A RESOLUTION ACCEPTING AND AUTHORIZING TWO-YEAR MEMORANDUM OF UNDERSTANDING FOR THE RECEIPT OF IN-KIND SERVICES FROM THE SAN FRANCISCO FOUNDATION AND CORO NORTHERN CALIFORNIA TO SUPPORT THE DEVELOPMENT OF AN EQUITABLE LEAD HAZARD ABATEMENT PROGRAM AND PROACTIVE RENTAL INSPECTION PROGRAM, VALUED IN A TOTAL AMOUNT NOT TO EXCEED FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000)

EXECUTIVE SUMMARY

Adopting the proposed resolution would **(1)** authorize the City Administrator to accept and enter into a two-year memorandum of understanding for the receipt of in-kind services from San Francisco Foundation and Coro Northern California to support the development of the Equitable Lead Hazard Abatement Program and Proactive Rental Inspection Program, valued in a total amount not to exceed four hundred sixty thousand dollars (\$460,000), and **(2)** authorize the City Administrator to take all actions necessary to fulfill the obligations under the memorandum of understanding (MOU), including amendments in furtherance of this Resolution and extensions for additional time. The MOU with the San Francisco Foundation and Coro Northern California is attached herein as **Attachment A** for reference.

BACKGROUND / LEGISLATIVE HISTORY

The in-kind services will be in the form of a two-year, full-time fellow dedicated to supporting the development of the City of Oakland's lead hazard abatement and proactive rental inspection initiatives. The fellow was made possible by the Partnership for the Bay's Future (PBF) Policy Fund managed by the San Francisco Foundation and Coro Northern California.

CED Committee
January 28, 2025

The PBF Fellowship provides a cohort-based and salaried position for experienced, entrepreneurial, and equity-minded affordable housing professionals interested in leading collaborative policymaking efforts in selected Bay Area cities. PBF Fellows play a central role in advancing their site team's shared goals. PBF Fellows are matched and embedded with one government jurisdiction for the duration of the two-year PBF Fellowship and support the efforts of community partners in helping shape local policymaking. Their role is to provide additional expertise and serve as a grounding anchor, project manager, and catalyst for policy innovation alongside their government and community partners.

The City of Oakland has partnered with PBF to be a host jurisdiction during two previous program rounds since 2020. Previous PBF Fellows' work focused on racial equity analyses, researching tenant opportunity to purchase act/community opportunity to purchase act (TOPA/COPA) ordinances, and building capacity for emerging developers.

Coro Northern California is the PBF Fellowship administrator for the 2025-2026 cycle, working in close partnership with the San Francisco Foundation, Enterprise Community Partners, and Informing Change. The community partners for the 2025-2026 cycle are the Healthy Havenscourt Collaborative (HHC), comprised of Regional Asthma Management and Prevention (RAMP), La Clínica de la Raza (La Clínica), East Bay Asian Local Development Corporation (EBALC), and Black Cultural Zone (BCZ). As part of the award, the HHC will receive a \$220,000 direct grant from PBF for the duration of the PBF Fellowship to be divided among the organizations at their discretion.

Regarding the scope of work for the PBF Fellowship 2025-2026 cycle, Oakland's PBF Fellow will focus on the nexus between an equitable lead hazard abatement program and a proactive rental inspection program. Further details of the PBF Fellows role are described in the Analysis and Policy Alternatives section of this report.

As part of the application process, Oakland Department of Housing and Community Development (HCD) submitted letters of support from (1) RAMP, (2) Oakland Planning and Building Department, (3) District 2 Councilmember Carroll Fife, and (4) City Administrator Jestin D. Johnson.

ANALYSIS AND POLICY ALTERNATIVES

While the voters of Oakland have been generous to approve \$350 million in the Measure U affordable housing bond to build new affordable homes and to acquire/repair existing homes for long-term affordability, limited resources have been available to help tenants, homeowners, and property owners of Oakland's legacy housing stock. Oakland's housing stock is older than most Bay Area cities. Over a third of homes were built before 1940 and over half were built before 1960. Combined with the disinvestment of redlining and the dispossession of the foreclosure crisis, many of these older homes, over 50% of which are occupied by tenants, have undiscovered code violations due to deferred maintenance and possible substandard living conditions.

To tackle these long-standing health and safety issues, Oakland's Planning and Building Department (PBD) committed to create a new Proactive Rental Inspection Program (PRIP) via [Housing Element Action 2.1.3](#). Currently, the City of Oakland's code enforcement model is

complaint-based, meaning tenants must actively report issues in their units to the City. The habitability complaints the City receives more than likely reflect only a fraction of the true housing quality issues faced by vulnerable tenants. Low-income tenants who may face other challenges and risks are less likely to report hazardous conditions to avoid rising rents, prevent evictions, and evade retaliation from landlords. Shifting to a proactive model could improve housing quality throughout Oakland but may uncover many code violations that would require short- or long-term temporary relocation and other stabilization services.

With the shift to a proactive model, the City expects an increase in demand for services and interventions such as: financial assistance (e.g., rental subsidies for tenants and rehabilitation funding for property owners); relocation assistance; housing counseling; and more – particularly from its lower-income residents and residents of color. A proactive model could greatly improve quality of life for Oaklanders – but if not designed and implemented with an equity- and data-backed approach, and with complementary policies to protect tenants, it could unintentionally spur displacement for our most vulnerable residents. While the Equitable Lead Hazard Abatement Program (ELHAP) could help tenants and property owners with some of the needs arising from the PRIP, carefully coordinating two new large and fast-moving programs in an extremely resource-constrained environment will be difficult.

The PBF Fellow will be instrumental in ensuring smooth linkage between the ELHAP and the PRIP. Some of the specific ways they may contribute are:

1. **Pursue** any identified legislative changes necessary to implement the PRIP/ELHAP programs, strengthen tenant protections, and mitigate displacement, e.g. updating Oakland's Code Compliance Relocation Ordinance and/or an enabling ordinance for the PRIP;
2. **Support** Oakland HCD and PBD in designing and implementing robust, highly targeted community engagement to reach key demographics;
3. **Convene** critical partners necessary to inform the process including residents, community advocates and organizations such as the Healthy Havenscourt Collaborative, PBD, Alameda County, and other community/government partners;
4. **Identify** long-term funding sources and strategies around the PRIP that could support tenant relocation costs and/or property rehabilitation costs for low-income landlords, including rehabilitation that is beyond the scope of the ELHAP work being evaluated by the City's program development consultant, Green & Healthy Homes Initiative;
5. **Ensure** an effective bridge between the ELHAP and PRIP including equitable implementation, such as via the development of standard operating procedures and process flow diagrams for PRIP to make referrals to ELHAP, criteria for ELHAP to triage referrals from PRIP, and public-facing materials about the two programs;
6. **Develop** ongoing structures for accountability, community oversight, and evaluation that centers on a Results-Based Accountability approach; and
7. **Financial modeling** to identify future staffing and resource needs for the Code Compliance Relocation Program and other tenant protection programs (e.g., increased Rent Adjustment Program (RAP) petitions and demand for counseling services) to ensure they can respond to a potentially unprecedented increased demand for services induced by PRIP.

The PBF Fellow will be supported in this endeavor by the HHC which aims to address unhealthy housing conditions in the Havenscourt neighborhood in East Oakland. The HHC launched the Healthy Housing Champions program in 2019 that has trained residents in Havenscourt to engage the community around the intersection of housing and health and to advocate for better tenant protections while minimizing displacement pressures. Today, EBALDC and BCZ jointly provide backbone support to the HHC, connecting the work of the Healthy Housing Champions to the broader Collaborative. As community partners on this PBF Fellowship, RAMP, La Clínica, EBALDC, and BCZ **will expand the Healthy Housing Champions program to engage residents in East and West Oakland**, neighborhoods that are disproportionately impacted by poor-quality housing and other indicators of housing instability, such as severe rent burden, overcrowding, and evictions. With HCD's support, the PBF Fellow will engage both residents and community-based organizations to ensure community concerns are being addressed in policy and programmatic development.

Memorandum of Understanding (MOU) Authorization

Oakland Municipal Code (OMC) section 2.04.160 requires that the City Council accept monies and donations that exceed \$50,000. .

FISCAL IMPACT

There is no fiscal impact regarding the acceptance of in-kind services in the form of a PBF Fellow.

PUBLIC OUTREACH / INTEREST

As part of the application process, Oakland HCD connected with representatives of the HHC to gauge interest, co-design deliverables, co-apply, conduct interviews, and select potential fellows.

COORDINATION

This report was reviewed by the Planning and Building Department, the Office of the City Attorney, and the Budget Office.

SUSTAINABLE OPPORTUNITIES

Economic: Through the PBF Fellowship, the implementation of equitable lead hazard abatement and proactive rental inspection programs would involve the hiring of abatement contractors and result in higher-quality housing for property owners and tenants. Also, preventing lead poisoning and other significant health conditions caused or made worse by poor-quality housing will result in improved educational and employment outcomes.

Environmental: Through the PBF Fellowship, Oakland departments HCD and PBD will advance efforts to abate lead hazards and other code violations in homes and improve housing quality

throughout the City to protect public health and safety through equitable lead hazard abatement and proactive rental inspection program models.

Race & Equity: *An estimated 80,000 rental units in Oakland were built before 1978 and are presumed to contain lead hazards. Of these, over 55,000 were built before 1940 and are particularly at risk due to higher rates of lead compounds in older paint mixes. Oakland's Planning and Building Department (PBD) estimated that medical services, special education, disabilities, and lost wages due to lead poisoning cost residents upwards of \$150 million each year. These costs are not borne equally; over 80% of the census tracts with the highest rates of childhood lead poisoning in Alameda County are predominantly Black or Latinx. Thus, addressing lead hazards is a racial equity imperative.*

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Adopt A Resolution Accepting And Authorizing Two-Year Memorandum Of Understanding For The Receipt Of In-Kind Services From San Francisco Foundation And Coro Northern California To Support The Development Of Equitable Lead Hazard Abatement Program And Proactive Rental Inspection Program, Valued In A Total Amount Not To Exceed Four Hundred Sixty Thousand Dollars (\$460,000)

For questions regarding this report, please contact Hugo Ramirez, Deputy Director of Community Development, at hramirez2@oaklandca.gov.

Respectfully submitted,

Emily Weinstein

[Emily Weinstein \(Jan 13, 2025 12:01 PST\)](#)

Emily Weinstein
Director, Housing & Community Development
Department

Reviewed by:
Hugo Ramirez, Deputy Director, Housing &
Community Development Department

Prepared by:
Chris Norman, Chief of Staff, Housing &
Community Development Department

Attachments (2):

A. PBF Policy Fund Memorandum of Understanding

B. City of Oakland Policy Fund Grants for Housing Production, Preservation, and Protection Program Application

**PBF POLICY FUND
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”), effective as of January 22, 2025, is entered by City of Oakland (“**City of Oakland**”), 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 of Oakland, 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 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 Funds for Housing Production, Preservation and Protection (respectively, the “**Program**” and the “**PBF Policy Fund**”). 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 of Oakland submitted an application and proposal (collectively, the “**Proposal**”) to SAN FRANCISCO FOUNDATION for a PBF Policy Fund, based upon which, City of Oakland has been awarded a PBF Policy Fund.
- F. The PBF Policy Fund consists of four key components: (1) the placement of a Fellow with City of Oakland 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 City of Oakland 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 of Oakland 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 City of Oakland 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.

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 City of Oakland 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 Policy Fund award 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 Convening;
 - d. Communication (Internal + External); and
 - e. Evaluation.

Area of Collaboration	City of Oakland	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
1. PBF Policy Fund 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, Preservation and Protection 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 strong onboarding, Technical Assistance, and relationship building to successfully assist Jurisdictions in advancing Production, Preservation, and Protection 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, wraparound support structure and national/regional best practices to ensure the Fellow’s success.</p>	<p>Ensure that the Policy Fund PBF Policy Fund 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 PBF Policy Fund 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>PBF Policy Fund MOU</p>

<p>Operational Responsibility:</p>	<p>Provide engaged staff to supervise and 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>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.</p> <p>Provide regular opportunities for City of Oakland to share relevant feedback about the Fellow’s performance to be reviewed during Fellow’s 1:1s and performance evaluation.</p>	<p>Generate engagement and momentum for PBF Policy Funds 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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Area of Collaboration	City of Oakland	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	City of Oakland	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
2. PBF Policy Fund AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS				
<p>City of Oakland is awarded the following for 2 years.</p> <p>A PBF Policy Fund 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 City of Oakland.</p> <p>Community Partnerships: City of Oakland will engage with the community to develop solutions that meet local needs. City of Oakland will work with the Community</p>	<p>PBF Policy Fund Fellow: The Fellow will be placed at the City of Oakland via a collaborative matching process. Coro has final determination over Jurisdiction/ Fellow matches.</p> <p>City of Oakland is expected to provide logistical support to facilitate collaboration between City of Oakland and Fellow, regardless of where Fellow is located.</p> <p>City of Oakland 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 professional development and relationship building opportunities, as</p>	<p>PBF Policy Fund 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 of Oakland, 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 of Oakland’s teams. Using the funding pool provided by SFF, as well as</p>	<p>PBF Policy Fund 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>PBF Policy Fund MOU</p>

Area of Collaboration	City of Oakland	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
2. PBF Policy Fund AWARD: FELLOWS AND COMMUNITY PARTNERSHIPS				
<p>Lead to serve as a lead partner in community engagement and share a strong community partnership plan.</p>	<p>identified. The Fellow will provide advance notice of such meetings and events to City of Oakland. City of Oakland and the Fellow will coordinate scheduling so the Fellow can attend.</p> <p>Community Partners: City of Oakland commits its proposed community partnership model for the duration of the Commitment Period.</p> <p>City of Oakland will take the lead on the PBF Policy Fund Community Partnership plans as described in the City of Oakland'S Proposal. The Fellow will help facilitate relationships and work.</p>	<p>through peer learning within the cohort, help the Fellow secure resources to meet the Technical Assistance needs.</p>		

<p>Operational Responsibility</p>	<p>Provide engaged staff to supervise and support the Fellow’s work in developing and achieving policy objectives, in addition to increasing community engagement.</p> <p>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.</p> <p>Supervision and support also includes providing direct, timely feedback to the Fellow and the Coro Program Director; ensuring a safe, comfortable onsite 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.</p> <p>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.</p> <p>In partnership with the Fellow, actively lead in engagement with community partners.</p>	<p>Provide tailored Technical Assistance to the Fellow and City of Oakland, and host monthly meetings for Fellows from participating jurisdictions, throughout the duration of the Commitment Period.</p> <p>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 of Oakland as it relates to the Fellows and the Program. Quickly resolve any issues that may arise between the Fellow and City of Oakland.</p>		
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Area of Collaboration	City of Oakland	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
3. PBF Policy Fund AWARD: TECHNICAL ASSISTANCE AND COHORT CONVENINGS				
<p>In addition to the Fellow, City of Oakland 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 of Oakland.</p> <p>Regional Cohort: Quarterly Network Convenings Quarterly Leadership Training Sessions</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 of Oakland.</p> <p>Process: The Fellow highlights City of Oakland’s Technical Assistance needs through Coro. The Fellow submits a short proposal to Enterprise Community Partners to access assistance from the Technical Assistance Pool. SFF retains the right to fund at any amount or not at all.</p> <p>PBF Policy Fund Cohorts:</p> <p>Attend and actively participate in quarterly Network Convenings and Coro Leadership Training sessions, to strengthen regional connectivity and to share learnings across all PBF Policy Fund Cohort participants, whether remote or in-person. Attendees include City of Oakland staff, the Fellow and the Community Lead.</p>	<p>Technical Assistance Fund: Assist the Fellow to assess the Technical Assistance needs within City of Oakland’s teams and use the TA Fund and peer learning to address these.</p> <p>PBF Policy Fund 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.</p> <p>Coordinate, structure, and host quarterly Leadership Training Sessions with City of Oakland and their Community Partner to build leadership and technical capacity of local leaders to 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>PBF Policy Fund Cohorts: Actively participate in agenda setting for cohort meetings.</p>	<p>PBF Policy Fund MOU</p> <p>Meeting and Convening Calendar</p>
Operational Responsibility	Actively engage in convenings and training sessions, connect with other members of the PBF Policy Fund 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	City of Oakland	Coro	SAN FRANCISCO FOUNDATION	Structures for Accountability
4. COMMUNICATIONS				
<p>Contribute to a strong regional communication strategy that advances and amplifies local work and leverages values- aligned opportunities.</p>	<p>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>	<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>	<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.</p>	<p>Knowledge and material sharing will occur on a rolling basis with Coro submitting quarterly summary updates.</p>
<p>Operational Responsibility:</p>	<p>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.</p> <p>Frequent and productive communication across the network is expected, whether it’s collaboration between City of Oakland and Community Partner, regular 1:1s with the PBF Fellow, or updates to the San Francisco Foundation.</p>	<p>Accountable for creating/sharing communications content for Advisory Board members, funders and broad Partnership networks.</p> <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 of Oakland staff and resources focused on communications.</p>	<p>The Partnership will centrally manage initiative-wide strategic communications and process for supporting communications across partners.</p> <p>The Partnership will manage external requests for communications. Coro will forward media and communications requests to the Partnership via the Policy Fund Initiative Officer for review and approval to proceed.</p>	

Area of Collaboration	City of Oakland	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.	<p>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> <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>	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 City of Oakland. 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 of Oakland 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 of Oakland 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 of Oakland will be given an opportunity to review and concur with the placement.

Coro will provide ample opportunities for City of Oakland 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, City of Oakland 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. City of Oakland 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 City of Oakland 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 City of Oakland policy proposal.

In the event that a Fellow engages in egregious or dangerous conduct, City of Oakland 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 City of Oakland 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 City of Oakland and those entities (if any) identified as additional insureds in Attachment A, Insurance Provisions, and their commissioners, directors, officers, agents, and employees ("City of Oakland 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 of Oakland 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 of Oakland, 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 of Oakland 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. City of Oakland:
 - 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 of Oakland:
 - 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. City of Oakland:

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 City of Oakland:

City of Oakland
Address: 250 Frank H. Ogawa Plaza, Ste. 5313
Attn: Jestin Johnson
Email: jdjohnson@oaklandca.gov

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 of Oakland, 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 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 of Oakland 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 of Oakland, 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 of Oakland, 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 of Oakland's official seal without the prior written approval of City of Oakland. No publication by City of Oakland 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 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. Subject to the provisions of Section II.B, above, 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 of Oakland 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 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 of Oakland 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 January 22, 2024.

For the City of Oakland on behalf of its Department of Housing and Community Development City Administrator

Signature: _____

Name: Jestin Johnson

Title: City Administrator

Approved for Form and Legality

Signature: _____

Name: Jady Leung

Title: Deputy City Attorney

Coro

By: _____

Name: Laney Whitcanack

Title: CEO

THE SAN FRANCISCO FOUNDATION

By: _____

Name:

Title:

**Coro Northern
California Inc.**

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

Exhibit A

Line of Coverage	Policy Term	Carrier	Policy Number	Limits	Deductible or Retention	Retroactive Date	Continuity Date or Pending & Prior Litigation Date
Directors & Officers Liability	10/1/2024-10/1/2025	LIO Insurance Company	LIO1100011840-00	\$5,000,000 Annual Aggregate \$2,000,000 Each Occurrence	\$10,000	Full Prior Acts	08/29/20212
Fiduciary Liability	10/1/2024-10/1/2025	LIO Insurance Company	LIO1100011840-00	\$5,000,000 Annual Aggregate \$1,000,000 E Annual Aggregate	\$0	Full Prior Acts	08/29/20213
Employment Practices Liability	10/1/2024-10/1/2025	LIO Insurance Company	LIO1100011840-00	\$5,000,000 Annual Aggregate \$2,000,000 Annual Aggregate	\$10,000	Full Prior Acts	08/29/20214
Crime	10/1/2024-10/1/2025	Underwriter's at Lloyd's, London	UC14332375.24-110	\$500,000 Fidelity Blanket Limit \$500,000 Forgery/ Alteration Blnaket Limit \$500,000 Inside/Outside Loss Blanket Limit \$500,000 Computer & Funds Transfers Blanket Limit \$150,000 Cyber Deception	\$2,500 Fidelity \$2,500 Forgery/Alteration \$2,500 Inside/Outside Loss \$2,500 Computer/ Funds Transfer \$10,000 Cyber Deception		
General Liability	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186	\$2,000,000 General Aggregate	\$0		
				\$2,000,000 Products/Completed Operations Aggregate	\$0		
				\$1,000,000 Personal & Advertising Injury	\$0		
				\$1,000,000 Each Occurrence	\$0		
				\$500,000 Damage to Premises Rented to You	\$0		
				\$20,000 Medical Expense Limit	\$0		
Employee Benefits Liability	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186	\$2,000,000 Aggregate	\$0	8/29/2003	
				\$1,000,000 Each Claim			
Hired & Non-owned Auto liability	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186	\$1,000,000 Combined Single Limit	\$500 Comp \$500 Collision		
Social Service Professional Liability	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186	\$2,000,000 Aggregate			
				\$1,000,000 Each Event			
Improper Sexual Conduct & Physical Abuse Liability	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186	\$1,000,000 General Aggregate			
				\$1,000,000 Each Claim			
Liquor Liability	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186	\$1,000,000 General Aggregate			
				\$1,000,000 Each Common Cause			

Line of Coverage	Policy Term	Carrier	Policy Number	Limits	Deductible or Retention	Retroactive Date	Continuity Date or Pending & Prior Litigation Date
Commercial Property	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186-PROP	\$55,000 Business Personal Property	\$250		
Commerical Umbrella	10/1/2024-10/1/2025	Nonprofits Insurance Alliance of California	2024-05186-UMB	*\$2,000,000 Each Occurrence/Accident/Injury/Claim Limits (where applicable) & Aggregate			
				*Each Occurrence - Commercial General Liability and Products-Completed Operations Liability			
				*Each Accident - Business Auto Liability			
				*Each Injury - Liquor Liability			
				*Each Claim - Employee Benefits 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		

Line of Coverage	Policy Term	Carrier	Policy Number	Limits	Deductible or Retention	Retroactive Date	Continuity Date or Pending & Prior Litigation Date
				\$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		
				<i>Reputational Harm</i>			
				\$2,000,000 Reputational Harm	\$2,500		
				<i>System Failure Coverage</i>			
				\$2,000,000 Direct System Failure			
				\$2,000,000 Contingent System Failure			
				Full Limit Ransomware Sublimit			
				\$25,000 HIPAA/HITECH Betterment Coverage			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2024

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 Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Brittani Jackson PHONE (A/C, No, Ext): 818.539.8628 E-MAIL ADDRESS: Brittani.Jackson@ajg.com	FAX (A/C, No): 818.539.8728
	INSURER(S) AFFORDING COVERAGE	
INSURED Coro Northern California 230 California Street Suite 600 San Francisco CA 94111	INSURER A: Nonprofits' Insurance Alliance of CA INSURER B: At-Bay Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	License#: 0D69293 CORONOR-01 10023 19607

COVERAGES

CERTIFICATE NUMBER: 1057510186

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	2024-05186	10/1/2024	10/1/2025	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
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2024-05186	10/1/2024	10/1/2025	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2024-05186-UMB	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Improper Sexual Conduct Liability			2024-05186	10/1/2024	10/1/2025	Each Claim/Aggregate	\$1M/\$1M
A	Liquor Liability			2024-05186	10/1/2024	10/1/2025	Each Cause/Aggregate	\$1M/\$1M
B	Cyber Liability			AB-6605766-05	10/1/2024	10/1/2025	Aggregate / Reten	\$2M/\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845

Policy: Social Service Professional
 Policy#: 2024-05186
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy Term: 10/1/2024 To 10/1/2025
 Per Claim: \$ 1,000,000 / Aggregate: \$2,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland
 250 Frank H. Ogawa Plaza #5313
 Oakland CA 94612

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Coro Northern California 230 California Street Suite 600 San Francisco CA 94111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Directors & Officers
 Policy#: LIO1100011840-00
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy Term: 10/1/2024 To 10/1/2025
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000 / Retention: \$5,000

City of Oakland, its officers, employees, agents and contractors and their commissioners, directors, officers, agents, and employees are named additional insured on General liability and Auto Liability with respect to the operations of the named insured. Waiver of Subrogation applies on General liability and Auto Liability in favor of certificate holder. Endorsement to Follow.

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.

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.

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.

Partnership for the Bay's Future Application, Cohort 3

City of Oakland Application

Basic Information

Name of Local Government: City of Oakland

Name of staff contact person for application: Sasha Hauswald

Title: Chief Housing Policy Officer

Government Department: City of Oakland Housing and Community Development Department

Email: shauswald@oaklandca.gov

Phone Number: (510) 813-7572

Name of person providing direct supervision to fellow: Hugo Ramirez

Title: Deputy Director of Community Development

Government Department: City of Oakland Housing and Community Development Department

Email: hramirez2@oaklandca.gov

Phone number: (510)238-3360

Address: 250 Frank Ogawa Plaza, 6th Floor

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

Title: Chief of Staff

Government Department: City of Oakland Housing and Community Development Department

Email: cnorman@oaklandca.gov

Phone number: (510) 325 - 9300

Address: 250 Frank Ogawa Plaza, 6th Floor

Proposal

1. Vision, policy priorities, and impact: Please describe your vision, policy priorities, and anticipated impact. Share why you have chosen to advance these particular policies and whether they are part of a new or continuing effort. Please include whether and how the proposed policies are related to your local government's Housing Element.

The City of Oakland is committed to ensuring that all Oakland residents have a safe, healthy, and affordable place to call home.

While the voters of Oakland have been generous to approve \$350 million in the Measure U affordable housing bond to build new affordable homes and to acquire/repair existing homes for long-term affordability, limited resources have been available to help tenants and homeowners in Oakland's legacy housing stock. Oakland's housing stock is older than most Bay Area cities- over a third of homes were built before 1940, and over half were built before 1960¹. Combined with the disinvestment of redlining and the trauma of the foreclosure crisis, many of these older homes, over 50% of which are occupied by

¹ American Community Survey

renters², have undiscovered code violations due to deferred maintenance and possible substandard living conditions.

Substandard living conditions are a serious health and safety hazard for Oakland residents. For every 10-point increase on the EPA's ERMI score for home mold exposure, a child's risk of asthma increases by 80%³. Unabated vermin can spread diseases, while substandard insulation and ventilation can increase the risk of cardiovascular problems and make residents more vulnerable to extreme heat⁴. Code violations can also cause loss of human life in the event of a fire or natural disaster.

To tackle these long-standing health and safety issues, Oakland's Planning & Building Department (PBD) has committed in Housing Element Action 2.1.3 to create a new **Proactive Rental Inspection Program (PRIP)**. While PBD vigorously investigates the code enforcement complaints it receives, the current program is reactive. A lack of information about the code enforcement process and landlord intimidation result in tenants silently suffering in substandard or dangerous conditions. By putting every rental unit in Oakland on a rotating calendar of inspections, the PRIP will address deferred maintenance, substandard conditions, and ensure rental units are habitable. This will enable thousands of Oakland residents to live in safe and healthy housing.

The PRIP will also be instrumental in ending one specific and stubborn obstacle to healthy and affordable homes for Oaklanders- the persistence of lead-based paint hazards. An estimated **80,000 rental units in Oakland were built before 1978 and are presumed to contain lead-based hazards**. Of these, over 55,000 units were built before 1940 and are particularly at risk due to higher rates of lead compounds in older paint mixes. In addition, per a 2020 UC Berkeley study⁵, there are an estimated **12,000 unpermitted accessory dwelling units (ADUs)** that may also contain lead-based hazards. Oakland's Planning and Building Department (PBD) estimated that medical services, special education, disabilities, and lost wages due to **lead poisoning cost city residents upwards of \$150 million each year**. These costs are not borne equally- over 80% of the census tracts with the highest rates of childhood lead poisoning in Alameda County are primarily Black or Latinx. Lead poisoning in Oakland is not simply a public health emergency- it is equally so an equity emergency.

Refusing to let this health crisis continue unchecked, the City of Oakland's Housing & Community Development Department (HCD) has long operated a legacy lead paint abatement program. While this program used to remediate dozens of homes every year, the end of Redevelopment emaciated the program budget. With only a tiny stream of Community Development Block Grant funding to fall back on, this program has been unable to remediate more than 20 homes each year. Despite this fall from glory, HCD retained the institutional memory to administer a home rehabilitation program and a deep hunger to seize any opportunity to better protect its residents from lead poisoning.

Thanks to a legal settlement with the lead paint companies that deceived the public about the hazards of their products, a unique \$14 million opportunity has finally arrived to jumpstart Oakland's fight

² American Community Survey

³ <https://www.nih.gov/news-events/nih-research-matters/household-molds-linked-childhood-asthma>

⁴ <https://www.rwjf.org/en/insights/our-research/2011/05/housing-and-health.html#:~:text=Substandard%20housing%20such%20as%20water,allergens%20associated%20with%20poor%20health.>

⁵ <https://cao-94612.s3.amazonaws.com/documents/Oakland-ADU-Research-Report-Jan-2020-Rev-June-2020.pdf>

against child lead poisoning. Oakland has retained the [Green & Healthy Homes Initiative \(GHHI\)](#), one of the most respected experts on lead paint abatement in the United States, to take a comprehensive look at Oakland and Alameda County's lead paint abatement work, identify gaps, and make recommendations about how the \$14 million can most effectively be used on a new **Equitable Lead Hazard Abatement Program (ELHAP)** to eliminate lead hazards in Oakland.

While the combination of the ELHAP's resources and the PRIP's accountability has tremendous potential to improve the lives of Oaklanders, there are critical implementation challenges that the City of Oakland must resolve. While Oakland currently has a tenant protection ordinance that requires landlords to pay tenants relocation when they are displaced by code enforcement action, **Oakland's existing investments in tenant/landlord education, gap financial assistance, and enforcement are inadequate for the expected massive influx of code enforcement cases and referrals by PRIP.** Moreover, there are thorny policy issues around who will pay for necessary code-compliant upgrades- not all landlords will be able to afford required upgrades. While the ELHAP could help tenants and property owners with some of the needs arising from the PRIP, carefully coordinating two new large and fast-moving programs will be difficult.

Solving these implementation challenges is where a Fellow from the Partnership for the Bay's future would be instrumental. Their support will ensure that the potential of this moment is not lost. Some of the specific ways they could contribute are:

1. Pursue any identified **legislative changes** necessary to implement the PRIP/ELHAP programs, strengthen tenant protections, and mitigate displacement e.g. updating Oakland's Code Compliance Relocation Ordinance and/or an enabling ordinance for the Proactive Rental Inspection Program;
2. Support Oakland HCD and PBD in designing and implementing robust, **highly-targeted community engagement** to reach key demographics;
3. **Convene critical partners** necessary to inform the process including residents, community advocates and organizations such as the Healthy Havenscourt Collaborative, PBD, Alameda County, and other community/government partners;
4. Identify long-term **funding sources and strategies** around the PRIP that could support tenant relocation costs and/or property rehabilitation costs for low-income landlords, including rehabilitation that is beyond the scope of the ELHAP work being evaluated by GHHI.
5. Ensure an **effective bridge** between the ELHAP and PRIP including **equitable implementation**, such as via the development of standard operating procedures and process flow diagrams for PRIP to make referrals to ELHAP, criteria for ELHAP to triage referrals from PRIP, and public facing materials about the two programs;
6. Develop ongoing structures for **accountability, community oversight, and evaluation that centers on a Results Based Accountability approach.**
7. **Financial modeling** to identify future staffing and resource needs for the Code Compliance Relocation Program and other tenant protection programs to ensure they can respond to the unprecedented influx of clients from PRIP.

By accomplishing the objectives above, the Fellow would ground the technical expertise of the Green & Healthy Homes Initiative with the Oakland-specific context that the new programs must operate. The policy issues ripe for both legislation and deep community leadership include:

- Cost recovery fee or other revenue source for future program
- Ensuring measurable outcomes: Registration requirements, reporting data, and evaluation needs
- Tenant right to return
- Code compliance relocation requirements
- Revisions or amendments to the Oakland Housing Maintenance Code
- Enforcement actions (e.g., if property owner is delinquent with fee/registration or doesn't abate code violation, then City would assess daily penalties and place a lien on the property, authorize rent withholding/rent escrow, etc.)
- Anti-retaliation measures to protect tenants

As a two-year opportunity, the Fellow will also be able to help coordinate the first year of implementation for the two programs after the Green & Healthy Homes Initiative finish their scope of work. This will be invaluable as the two programs make the inevitable course corrections that come with new initiatives. The Fellow would also be able to leverage partnerships with their community partner, **the Healthy Havenscourt Collaborative** [including La Clínica de la Raza, Regional Asthma Management and Prevention (RAMP), Black Cultural Zone, and East Bay Asian Local Development Corporation (EBALDC)] to ensure that the program is responsive to community needs and avoids unintended consequences.

While the combination of the ELHAP and the PRIP show the way towards a future where no Oakland child, regardless of their race, faces the scourge of lead poisoning, this moment of opportunity is equally a moment of peril due to our housing crisis. The City of Oakland, and especially Oakland's Planning & Building Department, is fully aware that code enforcement without adequate tenant and property owner support to mitigate inspection findings can cause families to become temporarily homeless and may also lead to a permanent loss of housing. With the Fellow's assistance, the City of Oakland can avoid these pitfalls and ensure that tens of thousands of Oakland households enjoy a healthier future.

2. Focus on equity: Please describe how your proposal will improve racial and economic equity in your jurisdiction.

This proposal will improve racial equity in Oakland by ensuring **key tenant protection policies** and tools are **institutionalized to minimize displacement** as the City develops and implements a proactive rental inspection model coupled with its lead hazard abatement program. The proposal will also support the **preservation** of Oakland's aging housing stock and ensure affordable housing – both restricted and naturally occurring – remains in good condition and **habitable** for years to come.

Data collected with the support of the first PBF Policy Fund cohort (the Challenge Grant) for Oakland's TOPA/COPA campaign found that small multifamily properties (those that have between two and nine units per property) account for 40% of Oakland's housing stock. These properties are also more likely to be (1) occupied by lower-income tenants and tenants of color, and (2) owned by smaller, "mom and pop" landlords who may lack sufficient capital resources to conduct renovations that may be required⁶.

⁶Tobias, Marybelle. [Racial Equity Impact Analysis: Eliminating Lead Paint Hazards in Oakland & Alameda County](#). September 2021. Environmental/Justice Solutions.

Currently, the City of Oakland’s code enforcement model is complaint-based, meaning tenants must actively report issues in their units to the City. The habitability complaints the City receives more than likely reflect only a fraction of the true housing issues faced by vulnerable tenants. Low-income tenants who may face other challenges and risks are less likely to report hazardous conditions to avoid rising rents, prevent evictions, and evade retaliation from landlords. Multiple City of Oakland Councilmembers, community leaders, and other partners are calling for a proactive rental inspection model to increase housing quality throughout the city. **Shifting to a proactive model** could improve housing quality throughout Oakland but **would uncover many code violations that require short- or long-term temporary relocation**. With the shift to a proactive model, the City expects an increase in demand for services and interventions such as: financial assistance (e.g., rental subsidies for residents and rehabilitation funding for property owners); relocation assistance; housing counseling; and more – particularly from its lower-income residents and residents of color. A proactive model could greatly improve quality of life for Oaklanders – but if not designed and implemented with an equity- and data-backed approach, and with complementary policies to protect tenants, it could unintentionally spur displacement for our most vulnerable residents.

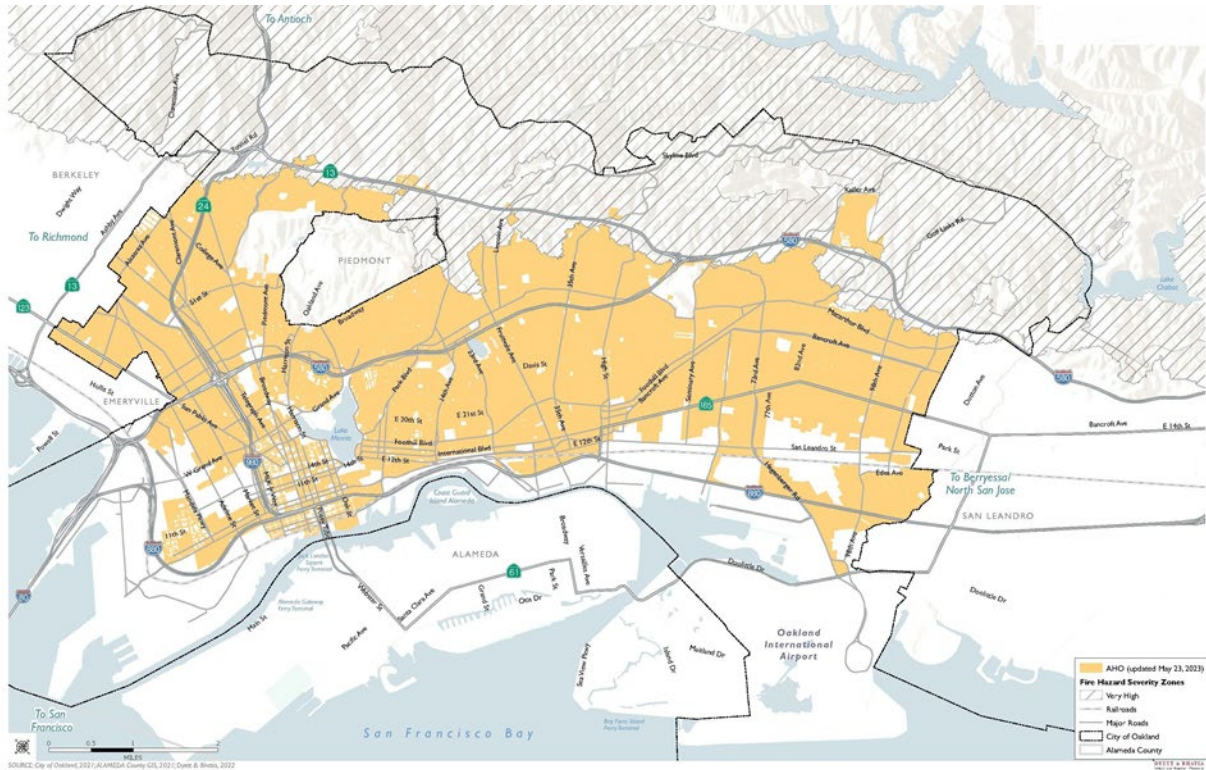
The fellow’s work will be deeply guided by the City of Oakland’s [Racial Equity Impact Analysis \(REIA\)](#) process, a proven approach to reduce racial disparities with deep community involvement. With access to both Oakland HCD and Department of Race and Equity staff with deep experience conducting REIAs, and with built-in support from the Healthy Havenscourt collaborative, the Fellow will have all the tools necessary to create equity outcomes. The REIA process involves identifying disparities in housing data, engaging with the appropriate community members to create solutions, creating policy and resource action plans and creating equity-centered evaluation. This process has been followed for multiple official City of Oakland initiatives, and the proactive rental inspection work is a prime focus for this analysis.

3. Past efforts: Please describe the most significant affordable housing preservation and/or production policies or work towards these policies that your city/town has passed in the past 2-5 years. If you have not made significant policy progress, please describe your obstacles.

The City of Oakland’s most significant efforts involve a combination of land use reforms, financial investments, process improvements, and policy innovations.

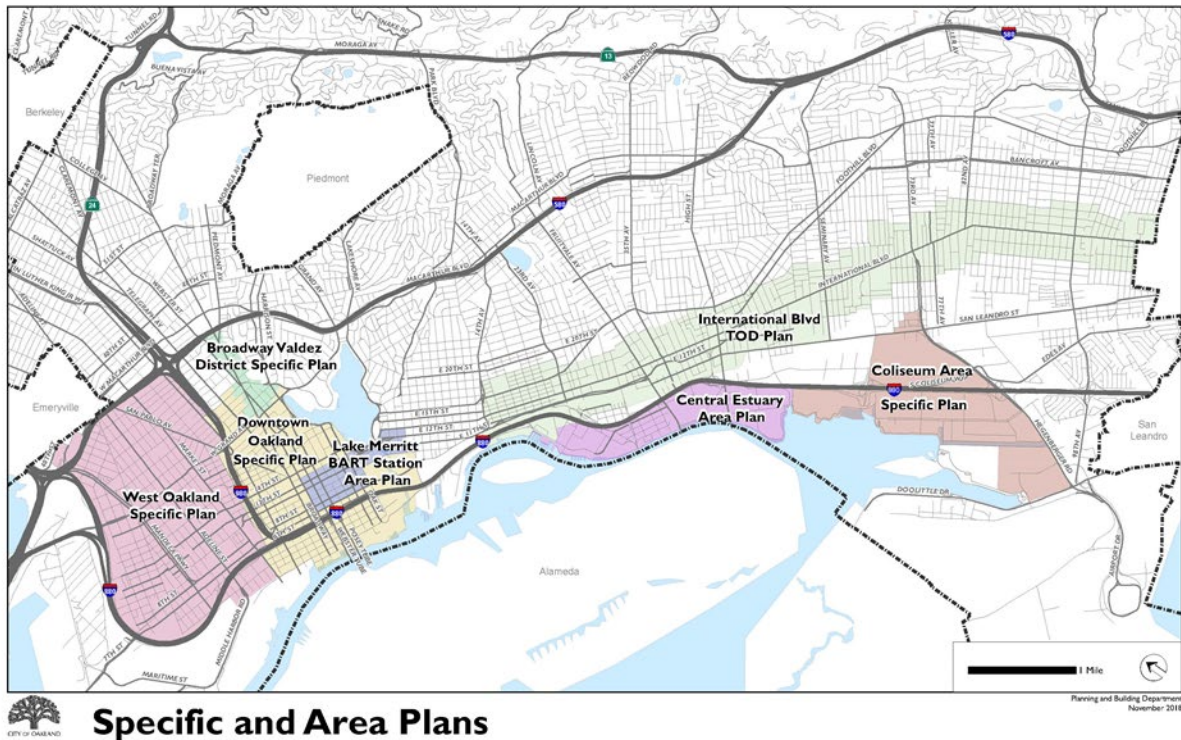
With regards to land use, the City of Oakland has adopted several local policies, and embraced several state-wide policy innovations, to streamline the construction of housing, especially affordable housing. These land use reforms resulted in the State of California naming Oakland as the first “Prohousing” city in the San Francisco Bay Area. On September 26th, 2023, the City adopted an “Affordable Housing Overlay” that permits by-right development of 100% affordable housing, offers at least two extra stories of height, allows unlimited density within the envelope of the building, reduces setbacks, and abolishes parking requirements for these all-affordable projects. This Affordable Housing Overlay applies to every residential and commercial zone in Oakland, with limited geographic exceptions for hard-to-evacuate, very high fire risk areas and historic landmarks. The Affordable Housing Overlay therefore included many affluent neighborhoods above Interstate 580, including the College Avenue, Piedmont Avenue, and Claremont Avenue corridors (see Figure 1, upper left corner of map).

Figure 1: Oakland's Affordable Housing Overlay, qualifying parcels highlighted in gold



This most recent policy innovation follows years of housing leadership. Affordable housing projects in Oakland are actively encouraged to make use of California's SB 35 streamlined review process for affordable housing, which also imposes a deadline on the City to review planning applications. Although the new Affordable Housing Overlay will serve to exempt all participating affordable housing projects from state-mandated environmental review, Oakland has successfully streamlined environmental review for both affordable and market-rate housing projects through the use of area specific plans. Oakland has adopted these neighborhood-level plans near most major transit stations, which enables all major environmental reviews to be conducted on a plan-wide basis up front and thereby avoid the need for lengthy analysis on a project-by-project basis. These neighborhood plans have also provided the opportunity to increase building height limits and reduce parking requirements in a systematic and methodical manner (see Figure 2: Oakland's area specific plans). As a result of this streamlining, no Oakland affordable housing project has been refused entitlements in at least a decade. These neighborhoods plans and other land use improvements are key factors why Oakland has issued building permits for 18,698 housing units between 2015 and 2022. With the adoption of Oakland's Downtown Oakland Specific Plan in mid-2024, the ground has been prepared for even more housing production in future years.

Figure 2: Oakland's Specific and Area Plans



The City and voters of Oakland have made substantial financial investments in affordable housing. Oakland voters approved Measure U, a \$350 million affordable housing bond, in 2022. In line with the Oakland Department of Housing and Community Development strategic plan, this funding will be prioritized to expand the supply of deeply affordable and supportive housing for the homeless. Oakland also levies an affordable housing impact fee on new residential and commercial development to provide an ongoing local source of funding for affordable housing. Figure 3 demonstrates Oakland's commitment to affordable housing. Figure 4 are the housing projections based on the City's existing resources in the Housing and Community Development Strategic Action Plan for 2023-2027.

Figure 3: City of Oakland Affordable Housing Investments, 2023-2027

Program Type	Measure U Funding	Local Capital Dollars	Local Operating Subsidy	Total Funding	% of Total	Number of Units
Permanent Homeless Units (0-30% AMI)	\$110,957,282	\$10,000,000	\$67,073,747	\$188,900,325	39%	806
Low-Income Units (30-80% AMI)	\$149,650,000	\$28,760,093	\$0	\$178,410,093	37%	1,189
Preservation via Acquisition/Conversion	\$46,550,000	\$22,390,000	\$0	\$68,940,000	14%	230
Preservation of Existing City Portfolio	\$25,342,718	\$10,000,000	\$0	\$35,342,718	7%	527
Other Housing Programs**	\$0	\$9,000,000	\$0	\$9,000,000	2%	0
Totals	\$332,500,000	\$80,150,093	\$67,943,043	\$480,593,136	100%	2,752

In addition to its work to accelerate the production of new affordable housing, the City of Oakland has made considerable investments in preserving existing housing. The City regularly provides funding to local affordable housing developers and community land trusts to acquire and permanently protect naturally occurring affordable housing via the City's "Acquisition and Conversion to Affordable Housing" Notice of Funding Availability. The City has identified \$23 million to support this program in the current fiscal year. The City has separately provided federally-funded disaster-prevention grants to property owners to help retrofit buildings against earthquake hazards- in 2021-22, over 300 homes were retrofitted with assistance from this program.

The City of Oakland also has a robust tenant protection system that provides rent stabilization and just cause for eviction protections to approximately 90,000 units. The City recently strengthened protections for tenants in these units by requiring owners to participate in a rental registry. Despite being launched in mid-2023, the rental registry has already reached 65% compliance. The City has also passed a "fair chance" ordinance that protects the formerly incarcerated against housing discrimination and a "code relocation" ordinance that requires property owners to compensate tenants if they are forced to move out because of a code violation and the owner is at fault for the violation.

4. Stakeholders and community partnership: Please share your plan to engage your community in the policy process, with a specific emphasis on engaging low-income people and communities of color. Describe the community group that will serve as your lead partner and, if your application is successful, will receive two years of grant funding from the Policy Fund. Identify the key point person as well as a back-up plan in case of any unexpected transition.

Through the Healthy Havenscourt Collaborative, La Clínica, Regional Asthma Management and Prevention (RAMP), and East Bay Asian Local Development Corporation (EBALC) have partnered to address unhealthy housing conditions in the Havenscourt neighborhood in East Oakland. Together, they launched the Healthy Housing Champions program in 2019 that has trained residents in Havenscourt to engage the community around the intersection of housing and health and to advocate for better tenant protections while minimizing displacement pressures. As part of the Healthy Housing Champions, resident leaders identified common challenges and the need for the city to transition from complaint-based code enforcement to a proactive inspection model. La Clínica, using a Community Action Model to develop the capacity of community residents, leads the coordination, training, and support for the Healthy Housing Champions. RAMP provides expertise and support on housing and health, policy change, and engaging other community organizations in coordinated advocacy. Today, EBALDC and Black Cultural Zone jointly provide backbone support to the Healthy Havenscourt Collaborative, connecting the work of the Healthy Housing Champions to the broader Collaborative. As community partners on this PBF project, La Clínica, RAMP, EBALDC, and Black Cultural Zone will expand the Healthy Housing Champions program to engage residents in East and West Oakland – neighborhoods, like Havenscourt, that are disproportionately impacted by substandard rental housing and other indicators of housing instability, such as severe rent burden, overcrowding, and evictions. We will engage both residents and community-based organizations to ensure community concerns are being addressed in policy development and implementation.

The **Healthy Havenscourt Collaborative** will be a powerful partner in the capacity they offer – not just by nature of the many organizations represented, but also through the variety of expertise they hold within. **La Clínica de la Raza** and the **Black Cultural Zone** bring direct access to impacted residents

through their Healthy Housing Champions program who can assist with targeted outreach and education in key West and East Oakland neighborhoods. The PBF Fellow may collaborate with these organizations once protection policies are under development to ensure they meet the needs of residents who may be impacted by rental inspection and the potential resulting temporary relocation. **RAMP** will provide research capacity and policy advocacy support, and **EBALDC** will offer insights from the housing development perspective into what it takes to conduct rehabilitations and what impacts specific renovations may have on a property. The **Healthy Havenscourt Collaborative** brings broad expertise that will support the PBF Fellow at all stages of their work.

The point person is **Brandon Kitagawa** of Regional Asthma Management and Prevention (**RAMP**), supported by **Carolyn Johnson** (CJ) of the Black Cultural Zone (**BCZ**).

5. Local government leadership and contribution to success of effort: Please describe what your local government will contribute to ensure the success of this effort. This could include your city/town's track record of equitable housing policies, particular community context, available resources to advance the proposed policy package, or key team members (like staff or electeds) who will support this work. Please also describe how your team sees engaging community as a strategy and asset to advance your specific policy goals. Identify the key point person as well as a back-up plan in case of any unexpected transition.

Oakland is a renter-majority city with 56% of its population living in rental units. With this, Oakland residents are particularly susceptible to displacement pressures and require a strong suite of protection policies to stabilize the community-at-large. Oakland leaders – including councilmembers, City staff, community advocates, and more – view the shift to a proactive rental inspection model and the implementation of a lead abatement program as a critical path milestone in Oakland's journey towards strengthening its anti-displacement strategy. As such, this policy proposal will have the support of several high-level officials throughout the city, including:

- **Oakland City Administrator** Jestin D. Johnson
- **Oakland Assistant City Administrator** LaTonda Simmons
- **Oakland Councilmember** Carroll Fife
- **Oakland HCD Director** Emily Weinstein
- **Oakland Planning and Building Department Director** Bill Gilchrist
- **Oakland Director of Race and Equity** Darlene Flynn
- **Black Cultural Zone Executive Director** Carolyn Johnson
- **Movement Legal Executive Director** Leah Simon-Weisberg

If awarded, the PBF fellow will be supervised by **HCD Deputy Director of Community Development** Hugo Ramirez and will be closely supported by both **Oakland's Chief Housing Policy Officer** Sasha Hauswald and **HCD Chief of Staff** and **former PBF Fellow** Chris Norman. Hugo, Sasha, and Chris are all members of Oakland HCD's executive leadership team and can step in to support the fellow in the case of a transition.

The PBF fellow will have a primary point-of-contact within the **Planning and Building Department**, Rodolfo Dueñas, who is leading the technical development of the proactive rental inspection model. Additionally, **HCD preservation staff** will be leading the lead hazard abatement work and will include the PBF fellow in the development of ELHAP. This will allow the fellow to stay up-to-date on the details and

potential impacts of the ELHAP so they may apply the knowledge to the proactive rental inspection model development. In partnership with HCD Deputy Director Ramirez, the PBF Fellow will convene cross-departmental meetings to review key data, identify potential policy and resource solutions, and track progress on the work plan. The PBF Fellow would begin their fellowship by conducting a racial equity impact analysis (REIA) supported by Oakland's **Department of Race and Equity**, a process that is designed to identify policy and resource solutions alongside community members such as the **Healthy Havenscourt Collaborative**.

In addition to ample interface with and guidance from key City of Oakland leadership, the PBF Fellow will also be expected to complete all key equity-related trainings required of staff. This includes a four-part **Advancing Racial Equity Academy** (AREA) series, a **REIA**-specific training, and a **Results-Based Accountability** (RBA)-specific training conducted by Department of Race and Equity staff. Oakland HCD also has two interdivisional working groups that focus on capacity building, the **Race and Equity Team** and the **Impact and Engagement Team**, that the fellow will have the option to join.

As mentioned above, the City of Oakland has retained additional technical expertise for designing lead paint abatement programs by hiring the nationally renowned Green & Healthy Homes Initiative to serve as an ELHAP program design consultant. They have extensive experience advising communities across the country on evidence-based methods to eliminate child lead poisoning. This national perspective will complement the community-based perspective that the PBF fellow will collect and help implement.

III. Approach and Key Milestones Please explain your approach to passing and beginning successful implementation of your policy package, including: 2 pages should be sufficient but there will be no penalty for going over or under this length. There are no formatting requirements.

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

Semi-Annual Milestone	Action Item	Description
January-June 2025 (Q1)	Introduction & Begin Racial Equity Impact Analysis (REIA)	<ul style="list-style-type: none"> • PBF Fellow (Fellow) will be introduced to key Oakland partners, partake in key onboarding activities and trainings, and co-create official work plan. • Fellow will create infrastructure for regular meetings between key partners including Healthy Havenscourt Collaborative, HCD, Planning and Building Dept. (PBD) and Dept. of Race and Equity (DRE). • Fellow will meet and liaise with the Green & Healthy Home Initiative to explore ELHAP program design options. • Fellow will complete REIA steps 1, 2, and 3 (creating a racial equity outcome, identifying key racial disparity data, and identifying + engaging key stakeholders) focused on a proactive rental inspection model. • Deliverable: Infrastructure for ongoing accountability, success metrics, and final goals
July-December 2025 (Q2)	Conduct REIA + Community Outreach + Incorporate ELHAP Learnings	<ul style="list-style-type: none"> • With initial findings from Q1 and learnings from the ELHAP consultant’s work, Fellow will complete REIA steps 3-7 focused on identifying policy and resource solutions, creating an action plan, and creating an evaluation/accountability approach based on the Results-Based Accountability (RBA) framework. Fellow will work with Healthy Havenscourt Collaborative to identify and prioritize policy solutions. • Deliverable: by Dec. 2025: Fellow will have a completed REIA document for proactive rental inspection including a roadmap for policy considerations and adoptions in 2026.
January-June 2026 (Q3)	Protection Policy & Financial Strategy Development	<ul style="list-style-type: none"> • Fellow will work with councilmembers, City staff, and community partners to craft and introduce protection policy and financial sustainability solutions based on the REIA findings to introduced to City Council for consideration. • Fellow will monitor the roll-out of the ELHAP (expected in early 2026) to identify process improvements, produce public facing materials, and troubleshoot challenges.

		<ul style="list-style-type: none"> • Fellow will work with HCD and PBD staff to develop implementation plans alongside Healthy Havenscourt Collaborative to ensure the larger community is aware of upcoming changes • Deliverable: protection policies passed, financial strategy plan crafted (e.g. how might we support small property owners with low-cost loans for rehabilitation?), beginning of implementation planning.
July-December 2026 (Q4)	Ongoing Sustainability and Implementation	<ul style="list-style-type: none"> • Fellow to work with HCD and PBD staff on information and education campaign for the public on the shift to a proactive rental inspection model with a target start date of mid-2026. • Fellow and PBD staff to develop an equitable geographic targeting plan to determine where to start inspections, informed by data and guidance from the Healthy Havenscourt Collaborative • Fellow to oversee implementation of Standard Operating Procedures for coordination between the PRIP and the ELHAP programs. • Fellow to help create post-fellowship communication and accountability structures between government and community partners. • Deliverable: Sustainability plan, start of implementation, community outreach and education, and final summary of fellowship accomplishments.

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

- Community Partner: Regional Asthma Management & Prevention
- Planning & Building Director William Gilchrist
- Councilmember Carroll Fife
- City Administrator Jestin D. Johnson