

**MEMORANDUM OF UNDERSTANDING**

*between the*

**COUNTY OF ALAMEDA**

*and the*

**CITY OF HAYWARD**

Re: Administration of Russell City Redress Fund

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This Memorandum of Understanding (“MOU”) is dated for reference this \_\_\_\_ day of August, 2026 by and between the County of Alameda, a municipal corporation of the State of California, and the City of Hayward, a municipal corporation of the State of California (“City”). Together, the County and City are referred to as “Parties.” The Alameda County Office of Education (“ACOE”) is not a Party to this MOU but has executed this MOU solely to evidence its consent to the use of ACOE’s contribution to the Russell City Redress Fund.

**RECITALS**

**WHEREAS**, the Parties have created the Russell City Redress Fund (“Redress Fund”) in collaboration with the ACOE; and

**WHEREAS**, the Redress Fund was established to acknowledge the historic harm experienced by approximately 1,400 former residents of Russell City, California, displaced to make way for commercial and industrial development in the 1950s and 1960s; and

**WHEREAS**, the City has agreed to contribute \$250,000 to the Redress Fund; and

**WHEREAS**, the County has agreed to contribute a total of \$950,000 to the Redress Fund, consisting of individual allocations from each member of the Board of Supervisors (\$100,000 from District 1 Supervisor David Haubert; \$400,000 from District 2 Supervisor Elisa Márquez; \$100,000 from District 3 Supervisor Lena Tam; \$250,000 from District 4 Supervisor Nate Miley; and \$100,000 from District 5 Supervisor Nikki Fortunato-Bas); and

**WHEREAS**, the ACOE has agreed to contribute \$100,000 to the Redress Fund, by donation to the City for inclusion in the Redress Fund, but has declined to participate in the implementation of the Redress Fund and is not a party to this MOU; and

**WHEREAS**, the initial aggregate contribution to the Redress Fund by all parties is \$1,300,000; and

**WHEREAS**, the City and County desire for the County Auditor-Controller to hold and distribute the allocated contributions on their behalf as provided in this MOU; and

**WHEREAS**, the Parties seek to memorialize the terms upon which the Redress Fund will be administered and governed in an agreement in this MOU;

**NOW, THEREFORE**, the Parties agree as follows:

## **PURPOSE:**

This MOU documents the agreement between the County and City for the administration and governance of the Redress Fund. The Parties will collaborate to implement a coordinated strategy to fairly and efficiently administer the Redress Fund, in which:

- The County and City will establish shared governance responsibility in the form of a three-member ad hoc committee, to be known as the “Redress Fund Working Group” (“Working Group”) comprising one member of the Board of Supervisors and two members of the City Council. As a matter of equity, the County member’s vote shall be counted as two votes. The Supervisor for District 2 shall be the County representative, and Council Members Angela Andrews and Julie Roche will represent the City of Hayward on the Working Group.
- County and City staff members will support the Working Group as reasonably necessary and appropriate.
- The Working Group is authorized to make final decisions regarding administration of the Redress Fund.
- There shall be a three-member subcommittee, to be known as the “Eligibility Review Subcommittee” (“Subcommittee”) with the task of reviewing and deciding on eligibility and amounts of payments from the Redress Fund to be made to eligible applicants. The Subcommittee will include one representative designated by the County Administrator and one representative designated by the City Manager; the Subcommittee will not include elected officials or senior staff from the County or City who directly support the Working Group. The third member shall be an individual who has no conflict or self-interest with the purpose and intent of the Redress Fund and is selected by the designated County and City representatives. The Subcommittee shall strive towards unanimity in its decisions, but majority votes will prevail. Tie votes will be considered denials of applications. Decisions of the Subcommittee will be final and binding.
- The eligibility criteria for the initial phase of funding (“Phase 1”) is set forth in Exhibit A to this MOU. Payments to Phase 1 recipients will be up to \$25,000 per eligible household.
- The Working Group will announce preliminary payment amounts for future phases once Phase 1 funds have been distributed. Amounts will be subject to change.
- All payments are subject to compliance with eligibility criteria, availability of funds in the Redress Fund, and the number of applicants in each phase. There is no representation, warranty, or guaranty that funds will be available for any or all applicants.
- Official communications will be the responsibility of the Working Group with support from County and City staff. Definition of eligibility for future phases will be provided by the Working Group.

## **TERM**

This MOU shall be effective upon execution of this MOU by both Parties and remain in effect for the period: **August 18, 2026 – August 17, 2028**. The term may be extended by mutual written agreement of the Parties.

## **TERMINATION**

Either party may terminate this Agreement by giving fifteen (15) business days' written notice to the other party. Upon termination, the County Auditor-Controller shall return to each party the remaining balance of their contribution to the Redress Fund, to the extent such Funds have been allocated, but not disbursed, to eligible applicants. Allocated funds will be disbursed to eligible applicants.

## **FUNDING AND FISCAL RESPONSIBILITY**

The Russell City Redress Fund is a new initiative by the County and the City to provide direct payments to former residents and eligible descendants of former residents of Russell City; a historic community intentionally dismantled in the 1960s through eminent domain. With initial funding from the County, City and ACOE, the Redress Fund aims to offer a form of restitution for the property seizure and displacement, acknowledging a profound injustice and seeking repair for the lasting harm to this community. In connection with the Redress Fund, the Parties desire the County Auditor-Controller to hold and distribute the allocated funds as provided in the Eligibility Criteria and as directed by the Working Group.

### **A. Donations:**

- Should the City or County receive additional donations, grants, or other contributions in connection with the Redress Fund, the County Auditor-Controller may receive such funds to be held in the Redress Fund and distributed consistent with this MOU.
- City and County will work together to provide documentation as requested to grantors or donors relating to the federal tax treatment of such donations, grants, or other contributions to the Redress Fund.

### **B. Disbursements:** All disbursements from the Redress Fund will consist of direct payments to former residents, and eligible descendants of former residents, of Russell City, who have been deemed eligible by and selected by the Subcommittee, following screening of their application.

- The Working Group will be responsible for determining the eligibility criteria for disbursements for the Redress Fund which shall be informed by feedback from the community surveys conducted by the City in the Summer of 2024 and the Fall of 2025 as directed by the Working Group, the process for reviewing applications, and the process for selecting recipients for disbursements from the Redress Fund.
- Eligibility criteria for future phases, as defined by the Working Group, must be approved by the City and County by amendment to this MOU. The Subcommittee will have final determination of all recipients who are eligible for disbursements from the Redress Fund.
- When the Subcommittee desires for the County Auditor-Controller to disburse certain funds held in the Redress Fund, the Subcommittee will notify the Authorized Representative (defined in section D below) who will submit a written request for such disbursement to Auditor-Controller.
- The Authorized Representative must provide the Auditor-Controller with sufficient documentation as described in Exhibit A to verify each amount it wishes for the Auditor-Controller to pay, as well as appropriate information regarding the identity of and payment information for the individual payee. Consistent with the requirements of the Auditor-Controller, payment information shall include account chart fields, source of funds, invoice type, payment handling method, payment

amount, and the name, address and social security number of the recipient. Upon receipt of such instruction and information, provided there are sufficient funds in the Redress Fund, the Auditor-Controller will process such request and issue the disbursement as soon as possible.

- Individuals receiving disbursements from the Redress Fund will be required to provide completed W-9 forms to the Subcommittee who will convey the W-9 forms to the Authorized Representative before requesting disbursement of funds from the Auditor-Controller. The Auditor-Controller will then send a 1099 tax form to the recipient of the disbursement.
  - Funds contributed by ACOE shall be accepted by the City as a donation to the City, included with and deemed a contribution to the Redress Fund by the City.
  - Payment shall first be made using funds contributed by the City, and then by funds contributed by the County.
- C. Reporting: Auditor-Controller will provide the Working Group and the City and County quarterly accounting reports detailing donations, grants, or other contributions received for the Redress Fund and the total amount of all disbursements issued from the Redress Fund in the prior quarter and for the duration of the Redress Fund.
- D. Authorized Representative: The individual authorized to act on behalf of the Subcommittee with respect to the Redress Fund, including communicating any and all requests for disbursement from the Redress Fund to Auditor-Controller, is the City's City Manager, currently Jennifer Ott (the "Authorized Representative") or her successor in such role. The Working Group may change the Authorized Representative in writing and require an update to the MOU. All communications from the Auditor-Controller regarding the Redress Fund and this MOU shall be made to the Subcommittee via the Authorized Representative. The Auditor-Controller shall be entitled to rely on any communications received from and directions provided by the Authorized Representative with respect to the Redress Fund.
- E. Implementation Decisions: The City and County acknowledge that they will be required to determine between themselves how to implement various aspects of this MOU. The Working Group will provide further written instructions to the Auditor-Controller regarding implementation as is necessary and appropriate for implementation of this MOU. For the avoidance of doubt, such written instruction to be provided will include, but not be limited to, the following: (1) the accounting treatment of the funds in the Redress Fund as being held on a custodial basis for either the City or the County, or both jointly and the proportionate amounts; (2) whether the City and County, or both, should be listed as the distributor of each respective distribution from the Redress Fund; (3) instruction as to the distribution of any funds remaining in the Redress Fund upon the termination of the MOU, if any; and (4) whether any additional donations, grants, or contributions to be held for either the City or County, or both jointly and the proportionate amounts. Except as explicitly set forth in this MOU, all references to the Parties shall require joint action of both the City and the County.
- F. No Investment: The Auditor-Controller will hold the assets in the Redress Fund in a non-interest-bearing account and will have no obligation or authority to invest, reinvest, or leverage any portion

of the funds in the Redress Fund. Neither the Auditor-Controller nor the County shall be liable for any loss of the amounts in the Redress Fund resulting from inflation or the lack of investment yield.

### **INDEMNIFICATION**

The City shall defend, indemnify, and hold the County, its Board of Supervisors, and all of their officers, employees, and agents, harmless from and against any and all liability, loss and expense, attorney's fees, or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.

The County shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss and expense, attorney's fees, or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

The Parties' indemnification obligations set forth in this section shall survive expiration or termination of this MOU. It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed, and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to the Party's negligence.

### **LEGAL CHALLENGES**

In the event of a third-party challenge to the Parties' authority to enter into this MOU, to establish the Redress Fund, or determinations made to grant or deny an application for funds, the Parties shall meet and confer on the defense of such litigation. The Parties hereby agree to reasonably consider entering into a joint defense and common interest agreement as part of the defense of such challenge, but either party may elect to terminate this MOU and dissolve the Redress Fund in lieu of defending or continuing to defend such challenge.

### **COMPLIANCE WITH REGULATORY REQUIREMENTS**

The Parties agree to comply with all applicable federal and state statutes, regulations, governance activities carried out under this partnership, including reporting, record retention, and non-discrimination requirements.

### **MODIFICATION**

Any modifications to this MOU must be made in writing and signed by authorized representatives of both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this MOU by and through their authorized representatives.

**COUNTY OF ALAMEDA**

By: \_\_\_\_\_

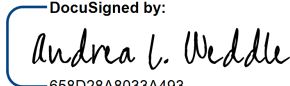
Name: David Haubert

Title: President, Board of Supervisors

Date:

Approved as to Form:

Andrea L. Weddle, Interim County Counsel

By:  \_\_\_\_\_  
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**ALAMEDA COUNTY OFFICE  
OF EDUCATION**

By: \_\_\_\_\_

Name:

Title:

Date:

**CITY OF HAYWARD**

By: \_\_\_\_\_

Name: Jennifer Ott

Title: City Manager

Date:

Approved as to form and procedure:

By: \_\_\_\_\_  
Michael Lawson, City Attorney

## **EXHIBIT A**

### **Russell City Redress Fund Phase 1 Eligibility Criteria**

#### **Phase 1 (Former Homeowners)**

- Individuals who resided and personally owned residential properties in Russell City between January 1, 1961 to December 31, 1964, and whose properties were taken by Alameda County by eminent domain during that period. Funds are allocated on the basis of each household, not each resident.
- Qualifying housing includes residential structures in Russell City that were subject to County acquisition.
- Multiple homeowners living in the same property location can each apply provided that each applicant independently meets the eligibility criteria, but funds are paid on a per household basis divided equally among qualified Phase 1 individual residents in each household.
- Documentation required:
  - A valid ID and one piece of documentation is required. It must demonstrate home ownership and parcel location/address of the residential property during the relevant timeframe. Examples of documentation include, but are not necessarily limited to the following:
    - Officially Recorded Deed
    - Promissory Note
    - Contract of Sale
    - Evidence of Sale to County
  - A certificate signed under penalty of perjury that to the best of the applicants knowledge there are or are not other living eligible Phase 1 individuals who resided in the household with the applicant.
  - Completed W-9 Form