

SECOND AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF OAKLAND  
AND  
COUNTY OF ALAMEDA ON BEHALF OF  
ALAMEDA COUNTY HEALTH

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Whereas, the CITY OF OAKLAND, a charter city and municipal corporation ("CITY"), and the COUNTY OF ALAMEDA, a political subdivision of the State of California ("COUNTY"), entered into a MEMORANDUM OF UNDERSTANDING (MOU), effective as of February 1, 2024, to memorialize the coordination of the CITY and the COUNTY (collectively, the Parties, and each individually a Party) and outline each Party's roles and responsibilities as it relates to serving the needs of persons experiencing homelessness in the City of Oakland.

Whereas, the Parties amended and modified the MOU in the FIRST AMENDMENT, effective March 21, 2024, in order to address additional actions, roles, and responsibilities with respect to the Homeless Housing, Assistance and Prevention (HHAP) Round 5 program, as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan due to the California Interagency Council on Homelessness (Cal-ICH) on March 27, 2024.

Whereas, the Parties seek to amend and modify the MOU in a SECOND AMENDMENT in order to update and address actions, roles, and responsibilities with respect to the Homeless Housing, Assistance and Prevention (HHAP) Round 6 program, as described in the HHAP-6 Regionally Coordinated Homelessness Action Plan due to the California Department of Housing and Community Development on August 29, 2025.

Therefore, this SECOND AMENDMENT MEMORANDUM OF UNDERSTANDING ("Second Amendment") is made at Oakland, California, by and between the CITY and COUNTY, effective on the date all parties have signed this Second Amendment and this Second Amendment replaces and supersedes the previous terms and conditions of the MOU in their entirety.

**I. PURPOSE/RECITALS**

- a. The parties recognize that homelessness is a regional problem that requires a regional solution, with coordinated leveraging of CITY and COUNTY resources.
- b. The latest Point in Time (PIT) Count, conducted in January 2024, shows a 3% decrease in homelessness countywide (9,747 persons experiencing homelessness in 2022; 9,450 persons experiencing homelessness in 2024). Within the City of Oakland, the

2024 PIT Count shows 5,485 people experiencing homelessness (a 9% increase from 2022), representing 58% of the countywide homeless population.

- c. The CITY and the COUNTY have a mutual desire to improve the coordination and combining of efforts to meet the needs of unhoused individuals and to move individuals out of homelessness in the City of Oakland.
- d. The CITY and the COUNTY recognize that the only way to make real progress toward addressing this emergency humanitarian crisis is to work collaboratively, diligently, and in a focused manner on a regional approach that effectively combines all available resources.
- e. This Memorandum of Understanding (MOU) is intended to memorialize the coordination of the CITY and the COUNTY (collectively, the Parties, and each individually a Party) and outline each Party's roles and responsibilities as it relates to serving the needs of persons experiencing homelessness in the City of Oakland.

|  | COUNTY   | CITY  | Corresponding Continuum of Care (CoC) Committee (tasked with similar roles) |
|--|--|---|---|
| <b>Leads</b>   | Director, Alameda County Health (ACH)  | City Administrator  | Leadership Board  |
| Homeless response strategy and funding                   | Director, Housing & Homelessness (H&H);<br>Deputy Director (Policy), H&H                                       | Assistant City Administrator;<br>Community Homeless Division Manager  | Leadership Board  |
| Coordination of encampment outreach and response efforts | Director, H&H;<br>Director, Health Care for the Homeless (HCH);<br>Homeless Services Regional Coordinator, HCH | City Administrator - Homelessness Administrator and Staff;<br>Manager, Community Homeless Division;<br>Outreach Coordinator | Outreach, Access, Coordination  |
| Communication & public messaging                         | Communications Director, ACH;<br>ACH Public Information Officer  | Assistant to the Director;<br>City Public Information Officer   | CoC Operations Support Entity (currently Homebase)                          |
| Coordinated Entry System access & resources              | System Access Director, H&H;   | Community Homeless Division Manager and Human Services Planner;<br>HCD Prevention Coordinator                               | Outreach, Access, Coordination  |
| Emergency  | Director, H&H;   | Human Services  | Outreach, Access,   |

|  |  |   |  |
|--|--|---|--|
| shelter, interim housing               | Deputy Director (Housing), H&H   | Planners, Community Homelessness Division     | Coordination   |
| Housing services and pipeline planning | Deputy Director (Housing), H&H   | Housing & Community Development Director      | Housing Capacity   |
| Health care services/resources         | Director, Health Care for the Homeless;<br>Deputy Director (Policy), H&H | Program Planners, Community Homeless Division | Outreach, Access, Coordination;<br>Housing Retention and Homelessness Prevention |

- a. The CITY and COUNTY are both working in alignment with the [Home Together 2026 Community Plan](#) ('HT Plan'), which creates a cross-jurisdictional unified approach to addressing homelessness and outlines 4 major goal areas with associated strategies: (1) prevent homelessness for our residents; (2) connect people to shelter and needed resources; (3) increase housing solutions; and (4) strengthen coordination, communication, and capacity.
- b. This MOU memorializes current and planned efforts to increase regional coordination, delineate jurisdictional roles and responsibilities, joint coordination, and collaborative funding efforts to achieve greater alignment toward Parties' shared vision of reducing homelessness in Alameda County, and hereby describes the commitment to collaboration between the Parties.
- c. Future coordinated or shared CITY/COUNTY projects or efforts, if appropriate, may become amendments to this MOU or can be the subject of separate memorandum(a) of understanding.

## II. AGREEMENT

The CITY and COUNTY agree as follows:

### a. Lead Staff; Administration of the MOU.

The lead staff from the COUNTY and CITY for ongoing coordination and administration of this MOU are identified below. They will be responsible for implementing this MOU on behalf of their respective entity. Either Party may change its administrative representative at any time by notifying the other Party in writing. Any such change shall become effective upon receipt of such notice by the other Party in this MOU.

Jestin Johnson, Oakland City Administrator

Aneeka Chaudhry, Alameda County Health Interim Director

### b. Collaboration Protocol

- i. COUNTY and CITY meet biweekly to discuss planning and coordination topics, including Coordinated Entry, CalAIM, housing services and pipeline planning, funding plans, outreach and unsheltered efforts (with an additional weekly meeting focused exclusively on this topic). COUNTY and CITY also hold a monthly meeting together with service provider partners for an ongoing collaborative project using Encampment Resolution Funding. A separate monthly convening is also held for housing development and services planning that includes staff from the Oakland Housing Authority. In addition, there are several other venues focused on homelessness and housing in which both COUNTY and CITY participate, alongside other jurisdictions and partner entities.
- ii. Community Engagement. COUNTY and CITY shall work collaboratively on the engagement of appropriate stakeholders and the community on the implementation of any joint or partnered project or initiative that the Parties may separately agree to, which may include collaboration with persons with lived experience.
- iii. Planning. COUNTY and CITY will coordinate planning for new programs that will affect and serve people experiencing homelessness within City limits. Planning includes scope development, approach, and operations of coordinated COUNTY and CITY projects prior to launch and throughout implementation. Work to achieve consistency in contractor requirements, protocols, and standards for similar programming and joint projects, including the use of Coordinated Entry and the Homeless Management Information System (HMIS).
- iv. All programs administered by the Parties for the purposes of addressing homelessness shall align with Housing First principles as defined by California Welfare and Institutions Code Section 8255.
- v. The Parties understand that as part of their collective efforts it is important to participate in the Homeless Management Information System (HMIS) and Coordinated Entry System (CES) and will coordinate when applicable with their contractors.

**c. Jurisdictional Responsibilities.**

While the CITY and COUNTY have some overlapping roles, there are some distinctions in responsibilities:

**1. Responsibilities of CITY**

CITY is responsible for land use, code enforcement, city streets and public safety, hygiene, and providing outreach, shelter, and housing within its boundaries. This includes parking regulation where people are living in vehicles; and interaction with landlords and property owners where residents are occupying unsafe buildings or places not meant for human habitation.

**2. Responsibilities of COUNTY**

COUNTY is responsible for human services including housing navigation and case management services; public health, behavioral health, and social services; street health; community outreach; shelter health; shelter and housing services including permanent supportive housing services; coordinated entry assessment, prioritization, matching; Homeless Management Information System (HMIS) and data management; and oversees the unincorporated areas in regard to land use, code enforcement, and hygiene and safety. (None of the Unincorporated Areas border CITY.)

**d. HHAP-5, HHAP-6 Regionally Coordinated Homeless Action Plan(s).**

Both CITY and COUNTY shall make every effort to uphold, participate in and comply with the actions, roles and responsibilities of each eligible applicant as described in the HHAP-5 and updated HHAP-6 Regionally Coordinated Homeless Action Plan(s).

The CITY and COUNTY shall jointly submit an updated Regionally Coordinated Homeless Action Plan as part of the HHAP-6 NOFA, and agree to adhere to the actions, roles, and responsibilities therein specifically pertaining to:

- i. Outreach and site coordination, siting and use of available public land, the development of shelter, interim and permanent housing options, and coordination and connection to service delivery , within the region
- ii. Policies for addressing encampments. CITY and COUNTY each commit to follow the [Cal ICH Guidance on Addressing Encampments](#).
- iii. Housing Element compliance and implementation
- iv. Prohousing Designation
- v. Housing Law Violations
- vi. Surplus Land
- vii. Annual Progress Reports
- viii. System Performance Measures Improvement Plan
- ix. Ensuring racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness
- x. Actions to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and other institutions such as foster care, behavioral health facilities, etc.
- xi. Utilization of local, state, and federal funding programs to end homelessness
- xii. Connect individuals to wrap-around services from all eligible federal, state, and local benefit programs

**e. Outreach and Encampment Response**

CITY has general responsibility for land use and management. When CITY seeks to close an area where people are living unsheltered, CITY will take initiative to schedule and organize the multiple parties involved, and to document the needs and resources available.

COUNTY will provide advanced outreach, as needed to address healthcare needs and as agreed upon through weekly collaborative outreach meetings. Support will be provided through Street Health outreach staff, with a focus on utilizing information and resource available through both CITY and COUNTY programs. COUNTY will provide health, social, and shelter services to people who are unsheltered and may prioritize services in particular locations based on the vulnerability of the individuals residing there. COUNTY decisions around prioritizing specific locations in the CITY will be made in consultation with CITY staff.

#### **f. Services**

COUNTY coordinates the provision of street/shelter health and social services countywide to maximize availability of and connection to appropriate services for people experiencing homelessness.

#### **g. Shelter and Housing**

- i. **Emergency Shelter, Interim Housing.** Both CITY and COUNTY contribute funding to interim housing, including shelters, navigation centers, community cabins, safe parking, etc. All funded projects shall participate in HMIS, as able, and follow adopted County shelter standards when County funding is utilized.
- ii. **Coordinated Entry System.** The CITY and COUNTY shall fully integrate all interim housing beds into the coordinated entry system to the extent possible and work collaboratively to ensure matching to those beds is done on a regional basis within agreed county zones.
- iii. **Permanent Housing.** The CITY and COUNTY shall work aggressively toward meeting the permanent supportive and dedicated affordable housing needs identified in the Home Together 2026 Community Plan and the City of Oakland's Housing and Community Development 2023-2027 Strategic Action Plan, deploying strategies outlined in the Plans to increase permanent housing opportunities for residents.

#### **h. Funding**

- i. **HHAP:** Collective Homeless Housing, Assistance and Prevention (HHAP) spending plans are complementary (countywide services and coordinated entry funded by the County/CoC combined allocation and specific sheltering and interim housing needs within the City provided for by the City of Oakland allocation). COUNTY and CITY continue to collaborate on project proposals and joint planning for HHAP allocations, taking into account the system modeling and Home Together 2026 Community Plan needs and priorities. COUNTY and CITY shall provide updates on use of HHAP funding to the

Continuum of Care upon request.

1. COUNTY will make available a portion of future HHAP allocations to support certain eligible interim and permanent housing projects, dependent on State funding requirements and funding availability. Priority consideration for funds will go to those projects located in jurisdictions not already receiving direct HHAP funding from the State.
2. When COUNTY makes available a portion of HHAP allocations to support projects in multiple jurisdictions, the COUNTY shall use the most recent HUD-approved PIT Count (that includes an unsheltered count) to determine each project's proportional share of such HHAP funding designated for this purpose with the % of HHAP funds commensurate with the % of people experiencing homelessness (out of the countywide total) that reside in their respective jurisdiction.
3. COUNTY and City shall coordinate regarding the public meetings for the Regionally Coordinated Homelessness Action Plan to the extent required by the HHAP application for funding and shall ensure that appropriate stakeholders are invited.
4. CITY and COUNTY shall comply with all requirements and respective obligations as agreed to in a Regionally Coordinated Homelessness Action Plan to the extent required by the HHAP application for funding.

- ii. **Funding Framework for Alignment:** The Framework for City-County Partnership on Resources to End Homelessness ("Framework") created in 2021 and included as Attachment A, outlines requirements for accessing funds dedicated to homelessness that flow through the County and are allocated by the Board of Supervisors for city projects. Both COUNTY and CITY agree that any funding allocated to CITY from COUNTY shall follow the guidelines included in the Framework; provided however, that HHAP funding allocations shall comply with the Regionally Coordinated Homelessness Action Plan and the associated Funding Plan.

### III. General Provisions

- i. **Dispute Resolution:** Any disagreements, conflicts, or disputes that arise regarding any component of this MOU shall first be brought for discussion and deliberation between staff representing the parties in the biweekly collaboration meetings. If conflicts arise that cannot be resolved at this level, they shall be brought to the Directors and signatories representing each party in this MOU for proposed amendments to the MOU.
- ii. **Notices:** Any notice, request, consent, or approval that either Party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be either delivered or sent by mail or email notification to the Lead Staff identified in Section II.a.

- iii. **Termination:** Any Party to this MOU may, by written notice stating the extent and effective date, terminate this MOU for convenience, at any time.
- iv. **Compliance with Laws:** The Parties shall abide with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. The Parties shall further comply with all applicable laws with respect to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- v. **Term Length and Effective Date:** This MOU became effective on the date all parties have signed this MOU, which was February 1, 2024, and be in force for a maximum of three (3) years from February 1, 2024.
- vi. Nothing in this MOU creates an employment, joint venture, legal partnership, fiduciary, or similar relationship between or among the Parties. Neither Party has any authority to act as an agent of the other Party or to bind the other Party to any obligation. Neither Party undertakes or assumes any responsibility or duty to any third party with respect to this MOU. No Third-Party Beneficiaries: the Parties to this MOU do not intend to create any rights in any third parties.

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**Signatures:**

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Jestin Johnson  
City Administrator, City of Oakland

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Aneeka Chaudhry  
Interim Director, Alameda County Health

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Date

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Date

Approved as to Form and Legality:

APPROVED AS TO FORM: Donna Ziegler  
County Counsel for the County of Alameda

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Deputy City Attorney

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K. Joon Oh, Deputy County Counsel

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Date

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Date

## **Framework for City-County Partnership on Resources to End Homelessness**

Draft Date: 11/2/2021

### ***Preamble:***

The Alameda County Board of Supervisors and Mayors across the county's fourteen cities are committed to ending homelessness. We recognize that homelessness is a regional problem that requires a regional solution, with coordinated leveraging of city and county resources.

Alameda County is the jurisdiction best equipped to coordinate an overall, countywide effort, for the following reasons:

- While Cities have increased local spending on homelessness to historic levels over the past several years, many of the largest sources of real and potential funding to address homelessness are administered primarily at the County level: Continuum of Care (CoC) and other funding at the Federal level; State Homeless Housing, Assistance, and Prevention (HHAP); and other dedicated health and social services funding.
- In California, counties are the seat of the social safety net system and administer MediCal, mental health, public health, and substance use disorder programs, CalFresh, and other Federal and State welfare benefits. Ending homelessness, especially for people with high needs, requires a holistic, whole-person approach that draws on all these programs.
- Alameda County administers a Social Health Information Exchange and associated Community Health Record that facilitates whole-person care through data and care coordination across housing and health care providers.
- Alameda County manages the Coordinated Entry System, the federally-mandated mechanism for allocating homeless housing, shelter, and services.
- Alameda County administers the Homeless Management Information System (HMIS), the source of data for homeless system outcomes reporting to the Federal and State governments.

The cities also play a critical role in ending homelessness through the provision of local and dedicated federal and state resources, and as overseers of land use planning for shelters and permanent housing. Cities have innovated programs and services and their capacity to fund/augment programs must be considered alongside local and regional priorities.

This document provides a framework to address shared jurisdictional priorities and resource capacity while acknowledging the County as the leader in coordinating regional funding initiatives aimed at ending homelessness. The framework is built on a countywide strategic plan to address homelessness and to reduce racial and ethnic inequities among people experiencing homelessness.

### ***Framework:***

Federal regulations and State law (AB 140) now both tie homeless funding levels to demonstrated progress toward reduction of homelessness using Federal System Performance Measures (HUD measures). Alameda County partners plan to meet these requirements by executing the Home Together Plan, the Community's strategic plan to implement the recommendations in the Centering Racial Equity in Homeless System Design report.

**Existing programs/projects:**

- In order to be eligible for homelessness funding that originates or passes through Alameda County, a homelessness program must demonstrate how it meets the measurable performance goals outlined in the Home Together Plan. Alameda County, through its procurement mechanisms and based on funding regulations, makes the final determination of program eligibility for County-administered funding, which will be allotted to each region of the County proportionally to that region's share of the County's overall homeless population as per the most recent Federal Point-In-Time Count (PIT).
- To best leverage city resources during each funding cycle, the County will provide to representatives from each region a list or "menu" of the services or programs it will be considering for County-allocated funding: specifically, the existing (or new) types of projects the County plans to invest in either because they clearly meet the recommendations in the Centering Racial Equity report/Home Together Plan, or because they are meeting clear performance thresholds in reducing homelessness.
- A city or region can recommend programs to be considered for county-administered funds.

**Projects must**

- Demonstrate how they already meet performance goals in the Home Together plan; OR
- Show a plan for targeted capacity (for small, emerging and/or BIPOC led (and serving) agencies or new, innovative programs), AND
- Agree to:
  - Participate in county referral systems that prioritize vulnerable people for the most intensive services;
  - use a "Housing First" approach;
  - provide data in HMIS or, for domestic violence service providers, an equivalent data system
- Programs and referrals will reflect consumer choice and geographic ties
- Projects currently receiving County-administered funding that meet performance benchmarks will receive priority consideration (within applicable procurement guidelines) for future County administered funding, with the goal of preventing disruptions in service.
- If a program is not found to be eligible for funding or fails to meet performance benchmarks, the City and County work together on a transition plan for impacted participants.
- When measuring the performance of a candidate program/project, the County will:
  - Utilize data entered into the Homeless Management Information System (HMIS) as the chief data source.
  - Weight programs by vulnerability of the population the project serves. This could be accomplished by, among other things, cross-walking the households in the project's roster to their vulnerability score on Coordinated Entry assessments or to other information on vulnerability recorded in the Social Health Information Exchange.

**New projects/programs:**

- Cities will be primarily responsible for "seed funding" for new projects. If the new project/program can meet a benchmark performance measure consistent with the Home Together Plan over the ensuing two years, the County agrees to prioritize it for future funding or match, if consistent with procurement requirements.
- If the County is successful in drawing down HHAP "bonus funding" pursuant to AB 140, the County may use some of its "bonus funds" from the State:
  - To match new City proposed programs/projects in the future;
  - To make targeted efforts to resolve encampments in the most-impacted census tracts in the County.