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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Joshua R. Daniels, General Counsel
 Tadashi Nakadegawa, Acting Deputy Chief of Facilities Planning and Management

Board Meeting Date November 12, 2020

Subject Agreement with Alameda County Registrar of Voters to Use Elmhurst United School as a Polling Location for the November 2020 General Election

Action Ratification of Agreement with Alameda County Registrar of Voters to Use Elmhurst Middle School as a Polling Location for the November 2020 General Election and Addendum.

Background & Discussion Due to COVID-19, all voters received a vote-by-mail ballot. However, physical spaces were needed to serve as accessible voting locations rather than a traditional polling place. Any voter in Alameda County could vote at the voting locations. For November 2020 General Election, voting at the voting location occurred over 4 days rather than just on Election Day. Ten OUSD schools served as accessible voting locations, with Elmhurst Middle School being one of them.

Fiscal Impact Payment of \$200 to offset minor additional maintenance costs.

Attachment Agreement to Use Location As An Accessible Voting Location
 Addendum To Agreement To Use Location As An Accessible Voting Location



**AGREEMENT TO USE LOCATION AS AN ACCESSIBLE VOTING LOCATION ON
 General Election on Tuesday, November 3, 2020**

PLEASE RESPOND BY 10/08/2020. THANK YOU!

AVL Address	AVL Room	Phone number at Accessible Voting Location	
ELMHURST MIDDLE SCHOOL GYM 1800 98TH AVE OAKLAND	GYM	510-996-8861	Ext.:

- Yes, this facility is available on the following date(s) & time No, this facility is NOT available
- Saturday, October 31, 2020 7am - 6pm
 - Sunday, November 1, 2020 8am - 6pm
 - Monday, November 2, 2020 8am - 6pm
 - Tuesday, November 3, 2020 6am - 10pm

I (We) hereby agree to lease (sublease) to the County of Alameda the described premises for use as an accessible voting location on the above stated election(s) date(s). Please verify that the description, address and telephone number for the accessible voting location are complete and correct on this agreement. Please select YES or NO:

Will the equipment be secure before/after Election Day?	<input checked="" type="radio"/> YES <input type="radio"/> NO	For the rental of the premises I (we) accept compensation of \$35.00 per day for a total of: \$140.00	<input type="radio"/> YES <input checked="" type="radio"/> NO
Can 5 or more cages each of dimension H76 x L27 x W38 and, 4 carts each of dimension H73 x L30 x W44 be stored at your facility?	<input checked="" type="radio"/> YES <input type="radio"/> NO	I (We) will provide eleven (11) substantial chairs and one (1) 6 foot table	<input checked="" type="radio"/> YES <input type="radio"/> NO
Can poll workers set up the voting room on Friday, October 30, 2020?	<input checked="" type="radio"/> YES <input type="radio"/> NO	For the rental of table and chairs, I (We) accept a compensation of \$15 per day for total of: \$60.0	<input checked="" type="radio"/> YES <input type="radio"/> NO
Will restroom be available for poll workers?	<input checked="" type="radio"/> YES <input type="radio"/> NO		

ELECTION DAY ENTRY INFORMATION

Will the Registrar of Voters office be given a key? YES NO

Address for collection of keys? _____

If a key is not provided, how will poll workers gain entry at 6:00 a.m. on Election Day morning?

Who will let the poll workers into the polling place?

1. Name Chris Woodruff Phone 510-996-8861 Ext.: _____ Cell Phone _____
 (Primary contact)
 Email CYNTHIA.HARDING@OUSD.ORG

2. Name Cynthia Harding Cell Phone 510-407-0140 Other Phone _____ Ext.: _____
 (Emergency contact if primary contact is not available on Election Day)
 Email _____

If poll workers CANNOT enter at 6:00 a.m. or to access voting equipment after facility closure, whom should we contact?
 Primary contact person Emergency contact

EQUIPMENT DELIVERY AND PICK- UP INFORMATION - COMPLETE AND CHECK ALL APPROPRIATE BOXES:

Whom should we call to arrange Primary contact Emergency contact person other (give information)

Name _____ Phone _____ Ext.: _____ Other _____
 (Delivery contact)

When is the best day/time to call to arrange for delivery? 7am 3-pm

Email _____

PAY TO INFORMATION

Make check payable Oakland Unified School District - Civic Center Phone 510-407-0140 Ext.: _____

Other Phone _____ Email _____

Pay to address 900 High Street City Oakland Zip 94601

Approved by Josh Daniels / Josh Daniels, OUSD General Counsel / Oct 27, 2020
 (Signature) (Print name) (Date)

Alameda County is self-insured for Property and Commercial General Liability (a.k.a. Public Liability) covering bodily injury and property damage occurrences with respect to the Registrar of Voters' voting equipment and leasing of your premises. As owner(s)/authorized tenant(s) of these premises, you shall at all times exercise due care and shall take all steps necessary to make safe the premises and protect Registrar's equipment while it is in your premises. In the event bodily injury and/or property damage incidents occur, including loss of or damage to the Registrar's equipment due to the Registrar's activities held at your premises, these incidents will be covered under the County's General Liability and Property Insurance programs. Workers Compensation will provide legal coverage on bodily injury to poll worker volunteers. Please feel free to call if you require additional information. COUNTY OF ALAMEDA, Lessee, BY
 REGISTRAR OF VOTERS

ADDENDUM TO
AGREEMENT TO USE LOCATION AS AN ACCESSIBLE VOTING LOCATION ON
General Election on Tuesday, November 3, 2020

This addendum is and is intended to be legally binding and to complement the Agreement to Use Location as an Accessible Voting Location on General Election on Tuesday, November 3, 2020 ("Agreement"), incorporated herein by reference, between the Oakland Unified School District ("District" or "OUSD") and the County of Alameda ("County") for the County to use the following District site ("Site") as an accessible voting location from October 31, 2020 through November 3, 2020:

Name of District Site: ELMHURST MIDDLE SCHOOL

In addition to the terms and conditions set forth in the Agreement, OUSD and the County hereby additionally agree as follows:

Termination Due to COVID-19. The Agreement is terminated immediately if a shelter-in-place (or similar) order due to COVID-19 is issued that would prohibit the District from making the Site available to be used as an accessible voting location from October 31, 2020 through November 3, 2020.

Compliance with COVID-19 Guidance. The County shall ensure that any employee, contractor, agent, or representative of the County and any voter or potential voter follows all applicable local, state, and federal health and safety guidelines regarding COVID-19. These include, but are not limited to, symptom checks, wearing masks, social distancing, and the frequent cleaning of high-touch surfaces.

COVID-19 Reporting. Consistent with any federal or state law (including, but not limited to, HIPAA and the California Confidentiality of Medical Information Act), the County shall notify OUSD, via an email to ousdlegal@ousd.org, within twelve (12) hours if any employee, contractor, agent, or representative of the County who was on Site tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to the County possible COVID-19 exposure.

Indemnity. Other than what is stated herein or in the Agreement, the County acknowledges that OUSD shall play no role in, and have no obligations related to, the use of the Site as an accessible voting location. To the furthest extent permitted by California law, the County shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of the County's use of the Site as an accessible voting location, including but not limited to claims related to (1) the County's alleged violation of any COVID-related law, regulation, guidance, or guidelines and (2) any individual's suspected or actual contracting of COVID-19, and any impacts therefrom. The County shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at the County's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that the County proposes to defend OUSD Indemnified Parties.

IN WITNESS WHEREOF, the County and the District hereto agree and execute this Addendum and to be bound by its terms and conditions:

The County

Name: DAVID ANNE
Signature: [Signature]
Date: 10/28/2020

The District

Name: Joshua R. Daniels
Signature: [Signature]
Date: Oct 29, 2020

Name: Kyla Johnson-Trammell
Signature: [Signature]
Date: 11/13/2020