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| Enactment Date                                  | 2/24/2021 os |



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools. Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer

**Meeting Date** February 24, 2021

**Subject** Agreement - Alameda County - Joint use of facilities owned by the District to administer COVID-19 vaccines

**Ask of the Board** Approval by the Board of Education of Agreement between Oakland Unified School District and Alameda County, acting by and through its Alameda County Public Health Department (ACPHD) for the joint use of facilities owned by the District to administer COVID-19 vaccines February 1, 2021 through December 31, 2021.

**Background** OUSD wishes to support Alameda County in its commitment to administer the distribution of safe and equitable COVID-19 vaccines throughout the county but with targeted outreach to the zip codes in Oakland that have been impacted the most by COVID-19. Alameda County is leveraging our schools that are the center of our neighborhoods as the Point of Dispensing location at Fremont High School. Initially, the hub will serve Phase 1a healthcare workers who live in and are connected to the surrounding community, but will continue to serve as a hub as the county moves through future vaccination phases. The residents in the Fremont High School area and other schools included in the attached Agreement have been disproportionately impacted by COVID-19 relative to other local areas.

**Discussion** In their effort to identify vaccination hubs, Alameda County Public Health Department needs to identify locations that are key criteria for vaccination hubs (Internet access, robust power supply, large rooms, proximity to public transportation, seating area, etc.). OUSD secondary schools have the required infrastructure required by ACPHD.

**Fiscal Impact** Alameda County would be covering the cost of any additional custodial or security outside of what the District's custodial/security schedules would provide (if needed). OUSD will provide in kind support for the use of its facilities to support the Alameda County Public Health Departments vaccination efforts.

**Attachment(s)**

- Signed Agreement for Joint Use of Facilities

## **AGREEMENT FOR JOINT USE OF FACILITIES**

THIS AGREEMENT, effective this 1<sup>st</sup> day of February, 2021, is entered by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("District") and the COUNTY OF ALAMEDA, acting by and through its Alameda County Public Health Department ("County") for the joint use of facilities owned by the District.

WHEREAS, the District is the owner of real property throughout Oakland, CA ("Facilities");

WHEREAS, the County requires additional sites at which to administer COVID-19 vaccines; and

WHEREAS, the County and the District desire that the County use limited areas of the Facilities for this purpose; and

WHEREAS, both County and District are signatories to the California Disaster and Civil Defense Master Mutual Aid Agreement; and

WHEREAS, County and District desire to memorialize the particular terms of County's use of the Facilities;

**NOW THEREFORE**, for good and valuable consideration, the District and the County agree as follows:

### **I. Use of Facilities**

- A. The District shall allow, at no cost except as otherwise provided herein, the County, as well as its representatives, agents, employees, and volunteers, to use the following Facilities for the purpose of COVID-19 vaccine administration:
  - 1. Fremont High School (4610 Foothill Blvd, Oakland, CA 94601)
  - 2. United For Success Academy/Life Academy (2101 35th Ave, Oakland, CA 94601)
  - 3. Elmhurst United Middle School (1800 98th Ave, Oakland, CA 94603)
  - 4. Urban Promise Academy (3031 E 18th St, Oakland, CA 94601)
  - 5. Castlemont High School (8601 MacArthur Blvd, Oakland, CA 94605)
  - 6. Coliseum College Prep Academy (1390 66th Ave, Oakland, CA 94621)
  - 7. Any other Facilities mutually agreed upon in writing between the Parties
- B. The County's use of the Facilities shall be on dates and times mutually agreed upon in writing between the District and the County.
- C. The County's use of the Facilities shall be limited to designated gymnasiums, auditoriums, and restrooms unless otherwise approved by the District in writing. The County shall be responsible for ensuring that these areas remain in the same condition in which they were found, and shall bear costs associated with any protections or repairs necessary to meet

this obligation, including but not limited to the cost of covering the gymnasium floor at Fremont High School.

- D. The District shall ensure that, at the agreed upon dates and times, the Facilities shall be open and accessible to County representatives, agents, employees, and volunteers. The District shall further ensure that District electricity and WiFi are available to the County.
- E. Subject to the availability of District custodial staff, the District shall ensure that the Facilities are regularly cleaned on the dates agreed upon for vaccine administration. To the extent that District custodial staff is not available, the County shall be responsible for custodial services at Civic Center Permit rates.
- F. To the extent that District security staff is already present at vaccine administration sites, the District shall provide building management and security at the agreed upon dates and times. To the extent District security staff would not otherwise be present on site, the County shall be responsible for building management and security services at Civic Center Permit rates.
- G. The County's use of Facilities shall be nonexclusive. Regardless of the County's presence, the District shall be permitted to access and use the Facilities at all days and times.

## **II. Term and Termination**

- A. The term of this Agreement shall be from the date of execution through December 31, 2021, unless terminated earlier, or extended by amendment.
- B. Either Party may terminate this Agreement, without cause, within two (2) working days of effective notice.

- III. **Indemnity.** Each of the Parties agree to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the acts or omissions of the indemnifying parties' own employees and agents in the performance of this Agreement. 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.

## **IV. Miscellaneous**

- A. Subject to the limitations of State and Federal health and privacy laws and regulations, the County shall immediately inform the District of each County representative, agent, employee, and/or volunteer who was present on a District facility in connection with this Agreement who has been diagnosed with COVID-19 or has shown COVID-19-like symptoms. The County shall be responsible for notifying those who may have been

exposed to the diagnosed individual, although nothing prohibits the District, at its discretion, from noticing individuals as well.

- B. The Superintendent or designee may act for the District in all manner necessary to effectuate this Agreement.
- C. This Agreement shall be in addition to the terms of any mutual aid agreement into which the Parties may enter.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the day set forth below.

  
Preston Thomas (Feb 1, 2021 12:22 PST)

Preston Thomas  
Oakland Unified School District

Feb 1, 2021

Date

DocuSigned by:  
  
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County of Alameda

2/1/2021

Date

APPROVED AS TO FORM:  
DONNA R. ZIEGLER  
County Counsel

DocuSigned by:  
By:   
Andrew J. Massey, Deputy County Counsel  
County of Alameda

2/1/2021


Date

  
Joshua Daniels, General Counsel  
Oakland Unified School District

2/1/2021

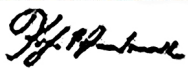
Date

RATIFICATION BY OUSD BOARD OF EDUCATION

  
Shanthi Gonzalez, President  
Oakland Unified School District Board of Education

2/25/2021

Date

  
Kyla Johnson-Trammell, Secretary  
Oakland Unified School District Board of Education

2/25/2021

Date

# AC-OUSD Facilities Use Agreement - Vaccine Sites (Final)

Final Audit Report

2021-02-01

|                 |  |
|-----------------|--|
| Created:        | 2021-02-01                                   |
| By:             | Josh Daniels (josh.daniels@OUSD.ORG)         |
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## "AC-OUSD Facilities Use Agreement - Vaccine Sites (Final)" History

-  Document created by Josh Daniels (josh.daniels@OUSD.ORG)  
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-  Document e-signed by Preston Thomas (preston.thomas@ousd.org)  
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