

# EXHIBIT A

## MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ALAMEDA, THE CITIES OF OAKLAND AND BERKELEY, AND THE BERKELEY UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between (i) the County of Alameda (“County”), (ii) the City of Oakland (“Oakland”) and the City of Berkeley (“Berkeley,” together with Oakland, “Cities”), and (iii) the Berkeley Unified School District (“BUSD” or “District”) (collectively the “Parties”) and shall be effective on the date the Agreement is executed by all Parties (“Effective Date”).

### WITNESSETH

**WHEREAS**, the Registrar of Voters (“Registrar”) for the County of Alameda conducts elections on behalf of the Cities, the District, and other jurisdictions, including Oakland Unified School District (“OUSD”); and

**WHEREAS**, in November 2016, Berkeley voters approved Measure Y1 to authorize the Berkeley City Council to pass an ordinance allowing 16 and 17-year-olds to vote in school board elections if certain conditions are met, including that no City of Berkeley funds may be used, directly or indirectly, for any related cost; that equipment, software, systems, and procedures for voter registration and voting are technically ready for youth voting; that the City remains able to consolidate its municipal elections with the County; and that youth voting will not result in additional election costs that will be paid directly or indirectly by the City of Berkeley; and

**WHEREAS**, in November 2020, Oakland voters approved Measure QQ, which authorized the Oakland City Council to adopt an ordinance allowing persons aged 16 and 17, who would otherwise be eligible to vote under state law, to vote for the Office of School Board Director; and

**WHEREAS**, the Cities, District, and OUSD desire to implement Measures QQ and Y1 (together, “Measures”) in their respective jurisdictions; and

**WHEREAS**, Oakland and OUSD are separately negotiating the reimbursement of election costs and responsibilities related to elections for School Board Directors in the city of Oakland, and do not want to delay the implementation of youth voting while that separate discussion occurs, and Oakland enters into this Agreement without waiving any rights to cost recovery from OUSD for the obligations undertaken herein; and

**WHEREAS**, the Registrar currently contracts with Runbeck Election Services (“Runbeck”) for its voting equipment and software; and

**WHEREAS**, Runbeck has been working to update its voting equipment and software so that the Registrar can conduct elections that include youth voters pursuant to the Measures and as specified herein; and

**WHEREAS**, as set forth herein, certain Parties have agreed to pay Runbeck for specified costs that directly stem from Runbeck’s work updating its youth voting equipment and software; and

**WHEREAS**, as set forth herein, certain Parties have also agreed to reimburse the Registrar for the ongoing costs associated with conducting elections pursuant to the Measures and as specified herein; and

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

**I. PURPOSE AND SCOPE**

The County, through the Registrar, the Cities, and BUSD hereby enter into this MOU for the purpose of implementing Youth Voting and for certain Parties, as set forth herein, to pay for Runbeck Implementation Costs and to determine how Oakland and BUSD will reimburse the Registrar for its Youth Voting Election Costs and Youth Voting Maintenance Costs. Each jurisdiction understands that the costs addressed in this MOU are in addition to the normal, ongoing costs of conducting elections on each jurisdiction’s behalf. Nothing in this MOU is intended to, or does, change or affect the Parties’ responsibilities for these normal, ongoing election costs. This MOU is applicable to implementation and maintenance costs specifically related to Youth Voting and how the ongoing election costs for Youth Voting shall be paid by Oakland and BUSD.

**II. DEFINITIONS**

Initial Runbeck Implementation Costs: The one-time costs in the amount of up to \$113,000 that directly stem from Runbeck’s work updating its equipment and software to allow for Youth Voting in the 2024 November Election.

Runbeck Implementation Maintenance Costs: The ongoing costs that directly stem from Runbeck’s work maintaining its equipment and software to allow for Youth Voting, which may include, but will not be limited to, upgrading or replacing equipment and software. Such costs do not include any costs relating to Runbeck’s work maintaining its voting equipment and software for any other purpose.

Measures: Collectively, Measure QQ, as approved by voters in Oakland in 2020, and Measure Y1, as approved by voters in Berkeley in 2016.

Runbeck: “Runbeck” shall refer to Runbeck Election Services or any successor entity that may subsequently assume the functions performed by Runbeck at the time the MOU is executed.

Runbeck Implementation Costs: A term referring collectively to Initial Runbeck Implementation Costs and Runbeck Implementation Maintenance Costs.

Youth Voting: Voting by 16- and 17-year-olds in school board elections pursuant to the Measures and as specified herein.

Youth Voting Maintenance Costs: These costs shall include any Registrar costs related to its work maintaining Youth Voting equipment and software to allow for Youth Voting, which may include, but will not be limited to, staffing costs related to maintenance, and costs for services related to equipment and software maintenance provided by outside vendors. Such costs do not include any costs relating to the Registrar’s work maintaining its voting equipment and software for any purpose other than Youth Voting.

Youth Voting Election Costs: The ongoing election costs necessary for the Registrar to conduct a Youth Voting election which include, but are not limited to, mailings to voters, voter information guides, training of election workers, tallying of votes, staffing, canvassing, post-election processing, and printing ballots. Such costs do not include election costs incurred for any purpose other than Youth Voting.

### **III. RESPONSIBILITIES OF THE REGISTRAR**

- A. The Parties acknowledge that the implementation of the Measures depends in part on entities that are not parties to this MOU, including the Secretary of State and Runbeck. The Registrar will take all necessary steps that are within the Registrar’s control to implement Youth Voting in time for the November 2024 election and consistent with the “EMS Requirements to Include Youth Voting” by Ross Underwood, a copy of which is attached to this MOU. These steps include but are not limited to training its staff and testing all relevant updates to the applicable election management system. The Registrar will oversee the work by Runbeck to update its election management system, consistent with its ongoing contract with Runbeck, and will provide the Cities and BUSD timely notice pursuant to this Agreement whether and when the system is approved and capable of implementing Youth Voting.
  
- B. After the following occur (i) the Oakland City Council adopts an ordinance, consistent with Measure QQ, authorizing persons 16 and 17 years of age, who are otherwise eligible to vote under state law, to vote for School Board Director for OUSD; and (ii) the Registrar notifies Oakland that it is capable of implementing Youth Voting, the Registrar will thereafter continue to take all necessary steps that are within the Registrar’s control to conduct Youth Voting at each election where youth are eligible to vote in Oakland. To conduct Youth Voting, the Registrar agrees the time, place, and manner in which Youth Voting shall occur for each Youth Voting election will be posted on the Registrar’s website along with the general information for other elections conducted by the Registrar.

- C. After the following occur (i) the Berkeley City Council adopts an ordinance, consistent with Measure Y1, authorizing persons 16 and 17 years of age, who are otherwise eligible to vote under state law, to vote for School Board Director for BUSD; (ii) BUSD notifies the Registrar that it has taken all steps necessary to approve voting by persons 16 and 17 years of age, who are otherwise eligible to vote under state law, in elections for School Board Director for BUSD; and (iii) the Registrar notifies Berkeley and BUSD that it is technically ready to handle implementation of Youth Voting for the November 2024 election, the Registrar will thereafter continue to take all necessary steps that are within the Registrar's control to conduct Youth Voting in Berkeley. To conduct Youth Voting, the Registrar agrees the time, place, and manner in which Youth Voting shall occur for each Youth Voting election will be posted on the Registrar's website along with the general information for other elections conducted by the Registrar.

#### **IV. RESPONSIBILITIES OF THE CITIES AND THE DISTRICTS**

- A. Oakland and BUSD agree to reimburse the Registrar for their proportionate share of the Runbeck Implementation Costs, as defined above and discussed in Section VI.
- B. Oakland and BUSD agree to reimburse the Registrar for their proportionate share of the Youth Voting Maintenance Costs, as defined above and discussed in Section VII.
- C. Oakland and BUSD agree to reimburse the Registrar for Youth Voting Election Costs, as defined above and discussed in Section VIII.
- D. Oakland. Oakland agrees and understands that the Runbeck Implementation Costs, Youth Voting Maintenance Costs, and Youth Voting Election Costs for which Oakland is responsible are in addition to the normal costs of conducting elections on its behalf and this MOU does not address and is not intended to impact or alter Oakland's responsibility for those normal election costs not related to Youth Voting. Such normal costs include, by way of example, the tallying of the votes, post-election processing, staffing of vote centers, and canvassing for non-Youth Voting elections.
- E. Berkeley. Berkeley understands that the Runbeck Implementation Costs, Youth Voting Maintenance Costs, and Youth Voting Election Costs for which BUSD is responsible under this MOU are distinct from the normal costs of conducting elections for BUSD. This MOU does not address and is not intended to impact or alter Berkeley's responsibility for those normal election costs not related to Youth Voting. Such normal costs include, by way of example, the tallying of the votes, post-election processing, staffing of vote centers, and canvassing for non-Youth Voting elections. Nothing in this Agreement shall be construed to cause

Berkeley to incur any costs stemming, either directly or indirectly from Youth Voting, or to reduce or otherwise modify Berkeley's financial obligations for any elections outside of the Youth Voting contemplated in this MOU and Measure Y1, including, but not limited to, ballot measures and other issues presented to voters regarding BUSD that do not fall within the scope of Youth Voting under Measure Y1.

- F. All jurisdictions understand that, as with any other election, they must file with the Registrar the resolutions and any other documentation required by law to call the election on or before 88 days prior to any election, specifying that the jurisdiction intends for the election to involve Youth Voting. A jurisdiction's failure to timely provide such resolutions or documents to the Registrar will not relieve that jurisdiction of any obligation or responsibility under this Agreement.

## **V. TIMEFRAMES**

- A. The Parties acknowledge that time is of the essence in implementing Youth Voting in time for the November 2024 general election. Towards that end, the parties acknowledge that meeting the following timeframes may be essential for implementing Youth Voting in time for the November 2024 general election.
- B. If possible, the Registrar shall notify Oakland and BUSD that the Registrar is capable of implementing Youth Voting for the November 2024 election by July 12, 2024.
- C. If any of the jurisdictions wish to have the Registrar provide education and outreach concerning Youth Voting in their respective jurisdictions for the November 2024 General Election, the jurisdictions shall notify the Registrar by July 3, 2024. The Registrar will invoice the jurisdictions for providing education and outreach as it normally does. If further education and outreach for Youth Voting is necessary for future elections, the jurisdictions shall provide notice no later than 125 days before the election.
- D. This MOU should be fully executed by July 3, 2024.

## **VI. RUNBECK IMPLEMENTATION COSTS**

- A. Initial Runbeck Implementation Costs to be Reimbursed Proportionately by Oakland and BUSD. It is necessary for Runbeck to update the applicable election management system so that the Registrar can implement Youth Voting for the November 2024 election. These Initial Runbeck Implementation Costs are estimates for time and material and shall include all necessary hardware, firmware, software, and staff training costs. The estimate for these Initial

Runbeck Implementation Costs is \$113,000 (one hundred thirteen thousand dollars), which includes a 10% contingency.

- B. Calculating the Proportionate Share of Runbeck Implementation Costs. Initial Runbeck Implementation Costs and Runbeck Implementation Maintenance Costs shall be allocated between Oakland and BUSD as follows: The Registrar shall provide the total number of 16 and 17 year old individuals who are identified in VoteCal, California's centralized voter registration database, as having preregistered to vote with addresses in Oakland as of the specified date, and the total number of 16 and 17 year old individuals who are identified in VoteCal as having preregistered to vote with addresses in Berkeley as of the specified date. The Parties shall add these two totals together and calculate the percentage of such 16 and 17 year old individuals with addresses in Oakland and the percentage of such 16 and 17 year old individuals with addresses in Berkeley. Oakland shall be responsible for paying the same percentage of Runbeck Implementation Costs as the percentage of such 16 and 17 year old individuals with addresses in Oakland. BUSD shall be responsible for paying the same percentage of Runbeck Implementation Costs as the percentage of such 16 and 17 year old individuals with addresses in Berkeley. For purposes of Runbeck Initial Implementation Costs, the Registrar provided numbers on November 17, 2023, which were 1,088 preregistered voters in Oakland and 381 preregistered voters in Berkeley. For purposes of Runbeck Implementation Maintenance Costs, the specified date shall be the date on which the Registrar notifies Oakland and BUSD of the cost for any Runbeck Implementation Maintenance Costs.
- C. Procedure for Reimbursing Runbeck Implementation Costs. Because Runbeck requires that the updating of the applicable election management system take place pursuant to its contract with the Registrar, it is necessary for the Registrar to make the payments as a preliminary matter. The Registrar shall notify Oakland and BUSD of the date when it makes the payment(s) to Runbeck and the amount of the payment. Within 30 days of the Registrar providing such notice, Oakland and BUSD shall provide payment in the amounts specified in this section. The Parties recognize that this is a time and material contract, and that Runbeck will invoice the ROV periodically until the implementation is complete on or before July 12, 2024, for the Initial Runbeck Implementation Costs.
- D. Runbeck Implementation Maintenance Costs to be Reimbursed Proportionately by Oakland and BUSD.
- i. Beyond the initial cost of updating the applicable election management system for the November 2024 election to implement the Measures, the cost of all future updates and maintenance to the applicable election management system necessary to maintain the Youth Voting features

shall be the sole responsibility of Oakland and BUSD in the proportion outlined in Section VI.B.

- ii. The Registrar must give prompt and timely notice to the Parties if it changes vendors for its voting equipment and software or if Runbeck updates the software/hardware necessary to maintain the Youth Voting features. Where practicable, the Registrar shall provide at least 60 days' advance notice of a change in vendor or for maintenance costs anticipated to exceed \$50,000, but the Parties acknowledge that circumstances may make less – or no – advance notice necessary and appropriate. This \$50,000 threshold will increase by 3% on January 1, 2026, and every year thereafter. The Registrar agrees to respond to reasonable requests for information concerning the change or update, and the cost, but nothing in this Agreement will require the Registrar to request or otherwise seek information not already in its possession except as reasonably necessary to resolve a material issue under this MOU.
- iii. Oakland and BUSD agree to reimburse the Registrar for Runbeck Implementation Maintenance Costs in the proportions outlined in Section VI.B. When the Registrar provides notice in advance of new Runbeck Implementation Maintenance Costs as described in Section VI.D.ii at least one hundred forty-five (145) days before the next election involving Youth Voting, Oakland and BUSD shall have the option, within thirty (30) days of receiving notice from the Registrar of anticipated future Runbeck Implementation Maintenance Costs, to accept those costs or to suspend or terminate participation in this Agreement pursuant to Section XIV. If either jurisdiction suspends or terminates participation in this Agreement under this Section VI.D.iii, then the Registrar will issue a revised allocation of anticipated future Runbeck Implementation Maintenance Costs to the remaining jurisdiction, and that remaining jurisdiction shall have the option, within thirty (30) days of receiving that revised notice from the Registrar, to accept those costs or to suspend or terminate participation in this Agreement pursuant to Section XIV. Oakland and BUSD acknowledge and agree that, if either of them terminate or suspend this Agreement, the terminating jurisdiction must still reimburse the Registrar for its portion of any Runbeck Implementation Costs already incurred or owed to Runbeck pursuant to the terms of this MOU at the time of the Agreement's termination or suspension. Nothing in this section is intended to, or does, limit any party's rights under Section XIV.
- iv. If Oakland or BUSD suspends or terminates participation in this Agreement, the Registrar will not conduct any future election with Youth Voting in the terminating or suspending jurisdiction. Oakland, Berkeley, and BUSD each understand and acknowledge that the County and Registrar take no position on the impact of any party's suspension or

termination of this Agreement on any charter, ordinance, or other law or regulation related to Youth Voting applicable to Oakland, OUSD, Berkeley, or BUSD. Oakland, Berkeley (to the extent consistent with Measure Y1), and BUSD each agree to defend, indemnify, and hold harmless County Indemnitees (as defined in Section XI) against any third-party claims arising out of their decision to terminate or suspend this Agreement, consistent with Section XI, below.

**VII. YOUTH VOTING MAINTENANCE COSTS**

- A. Youth Voting Maintenance Costs to be Reimbursed Proportionately by Oakland and BUSD. While it is necessary for the Registrar to take certain actions so that the Registrar can implement Youth Voting for the November 2024 election, the Registrar will not charge for these Youth Voting Maintenance Costs. The Registrar reserves the right to charge for future Youth Voting Maintenance Costs.
- B. The Registrar must give as much advance notice to Oakland and BUSD of Youth Voting Maintenance Costs as is practicable. The Registrar agrees to respond to reasonable requests for information concerning Youth Voting Maintenance Costs, but nothing in this Agreement will require the Registrar to request or otherwise seek information not already in its possession except as reasonably necessary to resolve a material issue under this MOU.
- C. Oakland and BUSD agree to reimburse the Registrar for these Youth Voting Maintenance Costs in the proportion outlined in VI.B. When the Registrar provides at least sixty (60) days' advance notice, at least one hundred forty-five (145) days before the next election involving Youth Voting, of new Youth Voting Maintenance Costs, Oakland and BUSD shall have the option, within thirty (30) days of receiving notice from the Registrar of anticipated future Youth Voting Maintenance Costs, to accept those costs or to suspend or terminate participation in this Agreement pursuant to Section XIV. If either jurisdiction suspends or terminates participation in this Agreement under this Section VII.C, then the Registrar will issue a revised allocation of anticipated future Youth Voting Maintenance Costs to the remaining jurisdiction, and that remaining jurisdiction shall have the option, within thirty (30) days of receiving that revised notice from the Registrar, to accept those costs or to suspend or terminate participation in this Agreement pursuant to Section XIV. Oakland and BUSD acknowledge and agree that, if either of them terminate or suspend this Agreement, the terminating jurisdiction must still reimburse the Registrar for its portion of any Youth Voting Maintenance Costs already incurred or owed pursuant to the terms of this MOU to any third party at the time of the Agreement's termination or suspension. Nothing in this section is intended to, or does, limit any party's rights under Section XIV.



- D. If Oakland or BUSD suspends or terminates participation in this Agreement, the Registrar will not conduct any future election with Youth Voting in the terminating or suspending jurisdiction. Oakland, Berkeley, and BUSD each understand and acknowledge that the County and Registrar take no position on the impact of any party's suspension or termination of this Agreement on any charter, ordinance, or other law or regulation related to Youth Voting applicable to Oakland, OUSD, Berkeley, or BUSD. Oakland, Berkeley (to the extent consistent with Measure Y1), and BUSD each agree to defend, indemnify, and hold harmless County Indemnitees (as defined in Section XI) against any third-party claims arising out of their decision to terminate or suspend this Agreement, consistent with Section XI, below.

### **VIII. YOUTH VOTING ELECTION COSTS**

- A. Youth Voting Election Costs to be reimbursed separately by Oakland and BUSD. Following each election with youth voter participation, the Registrar shall calculate the Youth Voting Election Costs after conducting Youth Voting in Oakland and Berkeley for the November 2024 General Election and subsequent elections, including special elections if necessary, and determine the cost per eligible preregistered 16 or 17 year old with an address in Berkeley and in districts holding a school board election in Oakland. The Registrar will calculate the number of eligible preregistered 16 or 17 year olds as of election day with an address in Berkeley and/or any Oakland district holding a school board election for purposes of calculating the costs of each election. Oakland shall be responsible for paying the cost per preregistered 16 or 17 year old with an address in Oakland holding a school board election in the given year, and BUSD shall be responsible for paying the cost per preregistered 16 or 17 year old with an address in Berkeley.
- B. The Parties agree and understand that the Registrar posts on its website different, estimated rates on a per voter basis. The Registrar's estimates are provided as a courtesy for the jurisdictions throughout the County to use as an estimate for their budgets. The Parties agree and understand that these rates posted on the Registrar's website are estimates and subject to change. These estimates do not represent the actual election costs for which the jurisdictions are responsible. The Registrar bills the jurisdictions their actual election costs only after each election is completed. The Registrar estimates that it will charge Oakland and BUSD the standalone special election rate per voter for every election with Youth Voting, including consolidated elections, because the Registrar will have to run Youth Voting elections as a standalone election for every election. As with all other jurisdictions, the Registrar will invoice Oakland and BUSD for the actual costs for any election that has Youth Voting, which may be higher or lower than the estimated rate.

**IX. PAYMENT**

- A. The Registrar shall invoice Oakland and BUSD for Youth Voting Maintenance Costs and Youth Voting Election Costs. Oakland and BUSD shall pay the Registrar their respective costs within 30 days of receipt of the invoice.
- B. The Parties agree to meet and confer in good faith over any disputes or questions concerning any costs arising under this MOU. Such good faith efforts shall include, at a minimum, the Registrar responding to reasonable requests for information concerning costs, but nothing in this Agreement will require the Registrar to request or otherwise seek information not already in its possession except as reasonably necessary to resolve a material issue under this MOU.

**X. OTHER JURISDICTIONS**

- A. Jurisdictions within Alameda County (other than Berkeley and Oakland) that adopt Youth Voting in school board and/or other elections shall reimburse Oakland and BUSD for their proportionate share of all Runbeck Implementation Costs and Youth Voting Maintenance Costs incurred to date and participate in future Runbeck Implementation Costs and Youth Voting Maintenance Costs. As a condition to conducting Youth Voting elections in elections for that jurisdiction, the Parties agree that the Registrar, with the support of Oakland and BUSD, shall make a good faith effort to require any jurisdiction(s) that adopts Youth Voting after the effective date of this MOU (“Additional Jurisdiction(s)”) to pay its proportionate share of Runbeck Implementation Costs and Youth Voting Maintenance Costs incurred prior to and after the designated date.
- B. The Registrar shall provide to (1) Oakland, (2) BUSD, and (3) the Additional Jurisdiction(s) the total amount of Runbeck Implementation Costs and Youth Voting Maintenance Costs incurred prior to the designated date. Oakland or BUSD shall have fourteen (14) days to provide documentation showing a different number, in which case, absent disagreement from the Registrar, that documented number shall become the total amount of Runbeck Implementation Costs and Youth Voting Maintenance Costs incurred prior to the designated date. Oakland and BUSD shall provide the share of such Runbeck Implementation Costs and Youth Voting Maintenance Costs paid by each jurisdiction.
- C. An Additional Jurisdiction(s)’s proportionate share of Runbeck Implementation Costs and Youth Voting Maintenance Costs incurred prior to the designated date shall be calculated as follows: The Registrar shall provide the total numbers of 16 and 17 year old individuals who are identified in VoteCal, California’s centralized voter registration database, as having preregistered to vote with addresses in (1) Oakland, (2) Berkeley, and (3) the Additional Jurisdiction(s) as of the designated date. The Parties shall add these totals together and calculate

the percentage of such 16 and 17 year old individuals with addresses in (1) Oakland, (2) Berkeley, and (3) the Additional Jurisdiction(s). The Additional Jurisdiction(s) shall be responsible for paying the same percentage of Runbeck Implementation Costs as the percentage of such 16 and 17 year old individuals with addresses in the Additional Jurisdiction(s) to Oakland and BUSD, according to the share of such Costs paid by each jurisdiction, as calculated in Section X.B. The designated date for purposes of this subparagraph shall be the date on which the Registrar notifies the parties of the cost for Runbeck Implementation Costs and Youth Voting Maintenance Costs pursuant to Section X.B.

- D. An Additional Jurisdiction(s)'s proportionate share of Runbeck Implementation Costs and Youth Voting Maintenance Costs incurred after the designated date shall be calculated as follows: The Registrar shall provide the total numbers of 16 and 17 year old individuals who are identified in VoteCal, California's centralized voter registration database, as having preregistered to vote with addresses in (1) Oakland, (2) Berkeley, and (3) the Additional Jurisdiction(s) as of the designated date. The Parties shall add these totals together and calculate the percentage of such 16 and 17 year old individuals with addresses in (1) Oakland, (2) Berkeley, and (3) the Additional Jurisdiction(s). Oakland, BUSD, and the Additional Jurisdiction(s) shall each be responsible for paying the same percentage of Costs as the percentage of such 16 and 17 year old individuals with addresses in their respective jurisdiction. The designated date shall be the date on which the Registrar notifies the jurisdictions of the cost for any further Runbeck Implementation Costs and Youth Voting Maintenance Costs.
- E. Oakland, BUSD, and the Additional Jurisdiction(s) may mutually agree upon an alternative method for calculating the Additional Jurisdiction(s)'s proportionate share.
- F. The Additional Jurisdiction(s) may join this MOU if the Parties mutually agree to the addition.
- G. If, despite the Registrar's good faith efforts, an Additional Jurisdiction refuses to pay its proportionate share of Runbeck Implementation Costs and/or Youth Voting Maintenance Costs, the parties shall meet and confer in good faith to determine potential further steps, with the understanding that it may not be reasonably possible for the parties to agree on further steps or for the Registrar to require the Additional Jurisdiction(s) to make such payments. Oakland, Berkeley, and BUSD expressly acknowledge and agree that an Additional Jurisdiction's refusal to pay its proportionate share of Runbeck Implementation Costs and/or Youth Voting Maintenance Costs incurred prior to or after the designated date, despite the Registrar's good faith efforts, shall not provide Oakland, Berkeley, or BUSD with any claim or cause of action, including but not

limited to for breach of this Agreement, against County Indemnitees (as defined in Section XI).

**XI. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Oakland, Berkeley (to the extent consistent with Measure Y1), and BUSD shall hold harmless, defend (with legal counsel reasonably acceptable to County) and indemnify the County and its officers, agents, departments, officials, representatives and employees (collectively, "County Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of County or its subcontractors), expense and liability of every kind, nature and description, including any current or future alleged violation of federal, state or municipal law or regulation that arise out of or result from the performance of this MOU, (collectively, "County Liabilities"). Such obligations to defend, hold harmless and indemnify any County Indemnitee shall not apply to the extent that County Liabilities are caused in whole or in part solely by the negligence or willful misconduct of any County Indemnitee.
  
- B. To the fullest extent permitted by law, the County shall hold harmless, defend (with legal counsel reasonably acceptable to affected Cities and/or Districts) and indemnify the Cities and District and their officers, agents, departments, officials, representatives and employees (collectively, "Other Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of County or its subcontractors), expense and liability of every kind, nature and description, including any violation of federal, state or municipal law or regulation that arise out of or result from its negligence or willful misconduct in the performance of this MOU, (collectively "Other Liabilities"). Such obligations to defend, hold harmless and indemnify any Other Indemnitee shall not apply to the extent that Other Liabilities are caused in whole or in part solely by the negligence or willful misconduct of any Other Indemnitee.
  
- C. Oakland, Berkeley, and BUSD shall have no individual obligation under this MOU to indemnify each other with respect to any claims, loss, cost, damage, or injury arising from the implementation of this MOU, provided that nothing in this provision shall change any obligations a Party may have to indemnify another Party pursuant to a separate indemnification agreement. Oakland, Berkeley, and BUSD will meet and confer in good faith as needed to fulfill the joint indemnification obligations required by Section XI.A.

## **XII. NOTICES**

All notices, requests, demands, or other communications under this MOU shall be in writing. Notices must be given using one of the following and accompanied by email notice:

- A. Personal Delivery. When personally delivered to the recipient, notices are effective on delivery.
- B. Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt, only if delivery is confirmed by a return receipt.
- C. Overnight Delivery. When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

### County

Registrar of Voters  
1225 Fallon Street G-1  
Oakland, CA 94612-4283  
Attn: Tim Dupuis  
[Tim.Dupuis@acgov.org](mailto:Tim.Dupuis@acgov.org)  
[digital.services@acgov.org](mailto:digital.services@acgov.org)

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612  
Attn: County Counsel with email notice to  
[jason.allen@acgov.org](mailto:jason.allen@acgov.org)

### Oakland

Office of the City Clerk  
City Hall, 2nd Floor  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612  
Attn: Asha Reed  
[areed@oaklandca.gov](mailto:areed@oaklandca.gov)

Office of the City Attorney  
City Hall, 6th Floor  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612

Attn: Oakland City Attorney with email notice to [mmcpherson@oaklandcityattorney.org](mailto:mmcpherson@oaklandcityattorney.org)

BUSD

Superintendent  
2020 Bonar Street, Suite 322  
Berkeley, CA 94702  
Attn: Superintendent  
[superintendent@berkeley.net](mailto:superintendent@berkeley.net)

With additional notice to:

BUSD  
Board President  
2020 Bonar Street, Suite 322  
Berkeley, CA 94702  
[anavasudeo@berkeley.net](mailto:anavasudeo@berkeley.net) or current  
President of the Berkeley Unified School  
District Board of Education

Berkeley

City Clerk  
2180 Milvia Street, First Floor  
Berkeley, CA 94704  
Attn: Mark Numainville  
With additional email notice to:  
[mnumainville@berkeleyca.gov](mailto:mnumainville@berkeleyca.gov)

Berkeley City Attorney  
2180 Milvia Street, Fourth Floor  
Berkeley, CA 94704  
Attn: Farimah Brown  
With additional email notice to:  
[fbrown@berkeleyca.gov](mailto:fbrown@berkeleyca.gov)

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this MOU.

**XIII. TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this MOU that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this MOU.

**XIV. TERMINATION OR SUSPENSION**

- A. Any party may terminate or suspend its participation in this MOU at any time upon (180) one hundred eighty days' written notice to all other parties. After the initial notice of termination or suspension is given, any other party may terminate or suspend upon (120) one hundred twenty days' written notice. (30) Thirty days' written notice may be given to terminate the agreement in the event Youth Voting in school board elections is declared illegal, unenforceable, or invalid by a court of competent jurisdiction.
- B. Notwithstanding any such termination or withdrawal, the Registrar shall be fully compensated by Oakland and BUSD for any amounts it pays or owes to Runbeck for Runbeck Implementation Costs. The withdrawing party shall remain liable for any cost or liability – including but not limited to Runbeck Implementation Maintenance Costs, Youth Voting Maintenance Costs, and Youth Voting Election Costs – arising on or before the date upon which initial notice of termination or suspension was given.
- C. Upon receiving notice from Oakland or BUSD of either jurisdiction's intent to terminate or suspend the MOU pursuant to Section XIV, the Registrar shall take all reasonably available steps to mitigate, or to refrain from incurring, further Runbeck Implementation Costs, Youth Voting Maintenance Costs, and Youth Voting Election Costs, to the extent it is possible to do so without interfering with the Registrar's duties under this MOU on behalf of the other jurisdiction. The Parties understand that it may not be possible to mitigate, or to refrain from incurring, some or all such costs.
- D. Following the withdrawal or suspension of any party, upon the request of any party, all parties including the withdrawing or suspending party shall meet and confer in good faith over any issues arising from such withdrawal or suspension.

**XV. CHOICE OF LAW**

This MOU shall be governed by the laws of the State of California.

**XVI. WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party

waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**XVII. ENTIRE AGREEMENT**

This MOU, including all attachments, exhibits, and any other documents specifically incorporated into this MOU, shall constitute the entire agreement between the Parties relating to the subject matter of this MOU. As used herein, MOU refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This MOU supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof.

**XVIII. MODIFICATION OF AGREEMENT**

This MOU may be supplemented, amended or modified only by mutual agreement of the parties. No supplement, amendment or modification of this MOU shall be binding unless it is in writing and signed by authorized representatives of all Parties.

**XIX. SURVIVAL**

The obligations of this MOU, which by their nature would continue beyond the termination, suspension, or expiration of the MOU—including, but not limited to, the obligations regarding Indemnification in Section XI above—shall survive termination, suspension, or expiration.

**XX. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**XXI. CHANGE OF CIRCUMSTANCES**

The Parties recognize that this MOU is conditioned on the use of the Secretary of State’s pre-registration program housed in VoteCal and the use of DIMS (v.2023.10.04 15076). If any changes that are beyond the ROV’s control are made to the pre-registration program of VoteCal or DIMS that render the process for Youth Voting Implementation outlined in this MOU obsolete, the Registrar shall promptly notify the Parties. The Parties shall then meet and confer in good faith to determine whether it is necessary to amend this MOU to address any related changes and any new or different costs of implementing Youth Voting. The Parties recognize and agree that the ROV may not be able to conduct a Youth Voting Election until the new MOU is complete.



**XXII. SIGNATORY**

By signing this agreement, signatories warrant and represent that they executed this MOU in their authorized capacity and that by their signatures on this MOU, they, or the entities upon behalf of which they acted, executed this MOU.

**XXIII. COUNTERPARTS AND ELECTRONIC SIGNATURE**

This MOU, and all amendments, addenda, and supplements to this MOU, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered electronically to other Parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party, and the receiving Party may rely on the receipt of such document so executed and delivered electronically as if the original had been received. Through its execution of this MOU, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

**XXIV. NO THIRD-PARTY BENEFICIARIES**

This MOU is intended solely for the benefit of the Parties. Nothing in this MOU, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOU.

Dated: \_\_\_\_\_

**COUNTY OF ALAMEDA**

By: \_\_\_\_\_  
Nate Miley, President, Board of Supervisors

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Dupuis, Registrar of Voters

Dated: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
Jason M. Allen, Senior Deputy County Counsel

Dated: \_\_\_\_\_

**CITY OF BERKELEY**

By: \_\_\_\_\_  
Dee Williams-Ridley, City Manager

Dated: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
Farimah Faiz Brown, City Attorney

Dated: \_\_\_\_\_

**BERKELEY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Enikia Ford Morthel, Superintendent

Dated: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
Margaret R. Prinzing, Olson Remcho LLP  
Attorney for Berkeley Unified School District

Dated: \_\_\_\_\_

**CITY OF OAKLAND, a municipal corporation**

By: \_\_\_\_\_  
City Administrator

Dated: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
Deputy City Attorney

City Resolution No.: \_\_\_\_\_