

Legislative File 13-2348
File ID No.: 13-2348
Introduction Date: 10/23/2013
Enactment No.: 13-2231
Enactment Date: 10-23-13

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent**

October 23, 2013

TO: Board of Education

FROM: Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
Timothy E. White, Associate Superintendent, Facilities Planning
and Management

SUBJECT: Community use of School Facilities as Temporary Mass Care Shelters and
Emergency Staging Sites.

ACTION REQUESTED:

Approval of the Agreement between the City of Oakland and the Oakland Unified School District regarding the use of School Facilities as Temporary Mass Care Shelters and Emergency Staging Sites.

BACKGROUND:

On June 10, 2009 the Board of Education approved an Agreement between the City of Oakland and the Oakland Unified School District to provide emergency shelter at OUSD school sites for members of the community displaced by a disaster. The term of the original Agreement was for five (5) years, and the City and District would like to renew the Agreement.

The Agreement, along with its supporting documentation and addendum, evidences the collaborative effort between OUSD and the City to proactively plan for unforeseen events and mitigate harm by establishing procedures and guidelines for providing protective shelters to those in the community affected by an emergency, disaster or precautionary evacuation.

FISCAL IMPACT:

None anticipated.

RECOMMENDATION:

That the Board of Education approves the Agreement between the City of Oakland and the Oakland Unified School District regarding the use of School Facilities as Temporary Mass Care Shelters and Emergency Staging Sites.

**AGREEMENT BETWEEN THE CITY OF OAKLAND AND THE OAKLAND UNIFIED
SCHOOL DISTRICT REGARDING USE OF SCHOOL FACILITIES AS TEMPORARY
MASS CARE SHELTERS AND EMERGENCY STAGING SITES**

This Agreement is made and entered into between the governing boards of the Oakland Unified School District of Alameda County (hereinafter referred to as "District" or "OUSD") and the City of Oakland (hereinafter referred to as "the City"). The following Agreement, along with its supporting addendum, provides the framework for a collaborative effort between the District and the City to provide emergency shelter for members of the community displaced by a disaster when there has been an official proclamation of state or local emergency.

The parties hereto desire to reach an understanding that will result in making the facilities and related equipment of the District available to the City for the aforesaid use. **Therefore, it is mutually agreed between the parties as follows:**

1 TERM

- 1.1 The term of this Agreement shall be for five (5) years, commencing on the effective date as designated in the signature section of this Agreement. In the event either the City or the District wishes for any reason to terminate this Agreement and its obligations hereunder, it may do so by providing one (1) year's prior written notice of intent to terminate to the other party.

**2 DESIGNATION OF OUSD FACILITIES AS TEMPORARY MASS CARE SHELTERS
AND EMERGENCY STAGING SITES**

- 2.1 District agrees that, after meeting its emergency responsibilities to pupils and staff, it will permit the use of pre-designated facilities identified in Attachment #1 as temporary mass care shelters and emergency staging sites for the victims of disasters upon an official proclamation of a state or local emergency and pursuant to the City of Oakland Emergency Operations Plan ("Local Emergency Proclamation").
- 2.2 The parties understand and agree that a source of funding has not been identified to cover the cost of any improvements or modifications to school facilities utilized as emergency shelters and or emergency staging sites. If costs and expenses are required for compliance with this Agreement, the parties understand and agree that the District will not be considered to be in default of its obligations under this Agreement for failure to make improvements or modifications to school facilities for use as emergency shelters due to a lack of available funding that may legally be used to pay for such repairs or improvements.

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By: _____

- 2.3 The Category 1 (Readily Accessible) facilities listed in Attachment #1, Primary Emergency Shelter Site Accessibility Evaluation, dated July 31, 2013, were identified and agreed upon by the District and the City as appropriate to be used as primary sites for mass care and shelter in the event of a Local Emergency Proclamation.
- 2.4 District and City agree to update the Primary Emergency Shelter Site Accessibility Evaluation. The purpose of the annual update is to: (i) Confirm that Category 1 sites remain readily accessible to persons with disabilities in accordance with current U.S. Department of Justice Americans with Disabilities Act (ADA) standards; (ii) Determine if scheduled Category 2 modernizations are complete and if improved facilities can be listed as readily accessible; and (iii) Determine if Category 3 and / or unlisted OUSD facilities can be moved to Categories 1 or 2 or added to the Primary Emergency Shelter Site Accessibility Evaluation. OUSD agrees to notify the City in a timely fashion if there are any relevant changes to any of the facilities identified in Attachment #1. Notification shall be in accordance with the procedures set forth in Article 10 of this Agreement.
- 2.5 OUSD agrees to periodically update and advise the City of the contact persons at each of the facilities identified in Attachment #1, through the Emergency Shelter Facilities Use Committee as set forth in section 5.1 of this Agreement.
- 2.6 The City agrees, when normal communications are possible, to follow a predetermined "Notification Procedures" when City needs to establish a shelter at a facility owned by the Oakland Unified School District. The Notification Procedures shall be developed cooperatively by the Emergency Shelter Facility Use Committee, as set forth in section 5.3 of this Agreement, and included as an attachment to this agreement and incorporated herein by reference. The notification procedures may be amended from time to time by the City and District's Emergency Shelter Facility Use Committee.

3 OBLIGATIONS AND RESPONSIBILITIES REGARDING USE OF DISTRICT FACILITIES AS TEMPORARY MASS CARE SHELTERS

- 3.1 The City agrees to exercise reasonable care in the conduct of its activities in the facilities identified in Attachment #1; and upon the termination of their use as shelters, the City agrees, to the extent possible, to leave said premises in their original condition.
- 3.2 The City and District agree that in the event of a mass catastrophe and Local Emergency Proclamation, City may be the initial agency responding to the need for emergency services in the City of Oakland and City staff may be in charge of mass care and shelter operations that include use of District facilities as emergency shelter sites. City and District understand and acknowledge that in prior instances, public property that has been used as a mass shelter site in Oakland

has suffered damage and loss and that reimbursement for said losses was difficult to quantify and reimburse due to lack of documentation representing the extent and cause of the damage. Accordingly, City agrees that upon entering a District facility for use as a mass shelter site, City staff must document the condition of the District facility before initiating use of the site for use as a mass shelter or emergency operations site and provide a copy of said documentation to the District senior staff immediately upon request. City staff shall take time date stamped photographs of the District facilities and complete a survey developed by the City and District's Emergency Shelter Facility Use Committee, which is referenced below in section 5.3.7.

4 REIMBURSEMENT OF DISTRICT FOR DAMAGE OR LOSSES ARISING OUT OF USE OF DISTRICT FACILITIES AS TEMPORARY MASS CARE SHELTER OR STAGING SITE

- 4.1 The City and District agree that the City shall reimburse the District for damage and loss to District facilities and equipment that is incurred by District as a result of the use of school facilities as emergency shelter sites, or emergency staging sites by the City pursuant to this Agreement. Damage or loss to District facilities and equipment shall be presumed to have occurred during the use of a District site as a mass care facility or shelter staging site if the documentation and photographs depicting the condition of the facilities and equipment immediately prior to their use for emergency purposes do not describe or include evidence of damage that is existing at the conclusion of the use of said facilities for emergency purposes.
- 4.2 The City and District understand and agree that the cost of repair and replacement of District facilities, equipment and supplies lost or damaged during use of District facilities as emergency shelters or emergency staging sites may be difficult to calculate and, may include loss of availability of the facilities and equipment for public school purposes, the cost of rental of replacement facilities and equipment, escalation in construction costs for repairs to avoid disruption of classes and many other factors that make it impracticable and extremely difficult to fix the actual damages.

Damages which the District would suffer in the event of damage to District facilities include, but are not limited to, costs of renting equivalent space, expenses of prolonged employment of architectural, engineering and construction management staff; costs of administration, inspection and supervision; and the loss suffered by the public or school children within the District by reasons of the unavailability of school facilities and the time required for construction of the repair or restoration project to serve the public at the earliest possible time, as well as disruption to the school teachers or children

related to imposition on their use of school facilities for repair and restoration.

Accordingly, in lieu of any of the aforementioned damages, the parties hereto agree, and by execution of this Agreement, the City acknowledges that the City understands, has ascertained and agrees, that if permissible by law, that the amounts stated in quotes provided to the District in an informal price request for construction work of improvement including, but not limited to repair, rehabilitation, clean up, restoration and replacement of District facilities and equipment damaged, destroyed or lost as a result of the use of school facilities as emergency shelter sites, or emergency staging sites shall be presumed to be the amounts of damages sustained by the use of District facilities as emergency shelter sites or emergency staging sites and said amounts shall be fully reimbursed by the City. Prior to the District obtaining and forwarding to the City such informal price request quotes, both the City and District must first agree as to who will provide the quotes.

- 4.3 The City agrees, when provided with cost quotes, estimates and inventory and cost information from District, City shall replace lost or missing items or reimburse District for any foods and supplies that have been provided by OUSD for the City's use pursuant to this agreement.

Notwithstanding the foregoing, City acknowledges and understands that City staff are required to document the condition of the District facilities before initiating use of the site for use as a mass shelter or emergency operations site and provide a copy of said documentation to the District senior staff immediately upon request, as set forth in section 5.3.7, and reimburse District for loss or damage to District facilities in accordance with this Article 4.

- 4.4 The City and District understand and agree that the American Red Cross may assume the management and oversight of emergency operations at school facilities after the immediate local response by the City of Oakland. Upon transfer of management and oversight of emergency operations to the American Red Cross by the City of Oakland, the City and District agree that the City will have no further responsibility for reimbursing any costs or expenses to the District, and that the American Red Cross will be responsible for reimbursing the District for damage and loss that may occur as a result of the use of school facilities as emergency shelter or emergency staging sites during the period that the management of emergency operations is under the control of the American Red Cross.
- 4.5 The City agrees to provide training to the appropriate members of the facility staff in mass care and shelter operations.

OUSD agrees that when their personnel are used in conjunction with the City personnel, the City's policies, regulations, and procedures will be used to operate the shelter site.

5 ESTABLISHMENT OF THE CITY AND DISTRICT'S EMERGENCY SHELTER FACILITY USE COMMITTEE

- 5.1 The City and District shall appoint appropriate representatives to said Emergency Shelter Facility Use Committee. Representation shall be limited to an equal number from each party not to exceed seven (7) participants per party. For the City, representatives to the Emergency Shelter Use Committee may include, but not be limited to, the Director of the Emergency Management Services Division, Assistant Director of the Emergency Management Services Division, or his or her designee, the ADA Coordinator, the Oakland Police Department, the Oakland Fire Department, and any other representative appointed by the City Administrator. For the District, representatives to the Emergency Shelter Facility Use Committee may include, but not be limited to the Assistant Superintendent of Facilities Planning and Management, Buildings & Grounds and Custodial Services or his or her designee; the Risk Management Officer, or his designee, the Chief Financial Officer or his designee, the Director of Facilities Planning and Management or his or her designee; Director of Buildings and Grounds or his or her designee, the Director of Custodial Services or his designee, the Claims Manager, the liaison between the District and the City of Oakland Fire Department Emergency Management Services Division and any other representative appointed by the School Superintendent.
- 5.2 The Committee shall meet no less than four (4) times per year or more if mutually agreed, to maintain the terms and conditions of this Agreement. The Emergency Shelter Facility Use Committee shall annually elect a Chair, Vice-Chair, and Secretary in order to ensure that meetings are regularly scheduled, conducted and minutes of said meetings are recorded for the benefit of the City and District.
- 5.3 The Emergency Shelter Facility Use Committee shall be responsible for:
 - 5.3.1 Developing, drafting, and amending, as necessary, the written procedures setting forth the protocol for the City, including Police and Fire Departments, to notify the District when it is necessary to establish a shelter at a District facility. This protocol shall also provide guidelines for District to contact the City in the event that a District site is needed to establish or is being used as an emergency shelter.
 - 5.3.2 Developing, drafting, and amending as necessary, the written procedures setting forth the protocol for determining and documenting the condition of District facilities prior to their use

as emergency shelter sites and emergency staging sites by the City of Oakland, Red Cross, and or FEMA.

- 5.3.3 Developing, drafting, and amending as necessary the written procedures governing City staff and District staff when opening a District site for use as an emergency shelter or emergency staging area.
- 5.3.4 Updating and dispersing to the City and District, respectively, emergency contact information for the City and District representatives to be contacted in the event of an emergency event impacting the geographical area of the City of Oakland.
- 5.3.5 Reporting and discussing relevant issues pertaining to the use of District facilities as emergency shelter sites and emergency staging sites.
- 5.3.6 Preparation of the Annual Emergency Shelter Report of the Committee. The annual report shall be submitted to the City Council and the Board of Education through the Education Partnership Committee in October of each year. Such report shall highlight and summarize actions taken to maintain compliance with this Agreement for the previous school year and make any necessary recommendations for the coming school year.
- 5.3.7 Prepare a survey form for City staff to document the condition of District facilities before initiating use of a site as a mass shelter or emergency operations site.

MISCELLANEOUS PROVISIONS

- 6 District and the City agree that the use of District personnel as shelter volunteers will be based upon a mutual agreement between the individual, District and the City.
- 7 District and the City agree that every effort will be made to vacate the District facilities identified in Attachment #1 of persons, equipment, and supplies related to use of the District facility as a temporary mass care shelter site or staging area as soon as possible after initiation of use of the facility as an emergency shelter site or emergency staging site. In the event the use of any facility extends beyond twelve (12) days, senior staff from District, the City, and any representatives of other involved agencies shall meet on the thirteenth day to evaluate the necessity for continuation of shelter operations. Use of the facilities identified in Attachment #1 that exceeds thirty days of consecutive use as shelters will require approval by District. Said approval will take into consideration the scope of the disaster, alternative available sites, and the expected recovery period from the disaster.

- 8 While use of a District facility as temporary mass care shelter site or staging area shall only occur upon a Local Emergency Proclamation by City pursuant to the terms herein, District and the City acknowledge and agree that co-use of the facilities identified in Attachment #1 may be necessary to the extent that a facility is able to still function safely and effectively as a school. If such co-use of any District facility should arise, for any reason and to whatever extent, any and all persons on or utilizing the District facilities, including without limitation City, its staff, agents and representatives, displaced persons, and any other visitors of the temporary mass care shelter site or staging area, shall abide by, adhere to, and follow all District policies, rules, and regulations, as applicable, including but not limited to prohibitions against the use of tobacco products of any kind or form, intoxicants, narcotics, or alcohol while on school grounds. City shall cooperate with District and take all reasonable efforts to ensure compliance with this section.
- 9 Notwithstanding any other agreements, the City agrees to hold harmless and indemnify District against any legal liability with respect to bodily injury, death, and property damage arising out of the City's use of property belonging to District as temporary mass care shelters pursuant to this agreement except for such losses or damages which were caused by the sole negligence or willful misconduct of the District.
- 10 Further, the District agrees to hold harmless and indemnify the City against any legal liability with respect to bodily injury, death, and property damage arising out of the District's use of property belonging to District pursuant to this agreement where the losses or damages are specifically caused by the negligence or willful misconduct of the District, but not including such losses or damages which were caused by the sole negligence or willful misconduct of the City.

11 NOTICES AND COMMUNICATION

Any communications or notices required to implement this Agreement shall be sent by facsimile or US mail to each party as follows:

Notice to CITY shall be sent to:

Director
City of Oakland Fire Department
Emergency Management Services Division
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
Facsimile transmission to 510-986-2821

Notice to DISTRICT shall be sent to:

Oakland Unified School District
Office of the Superintendent
1000 Broadway, Suite 680,
Oakland, CA 94607

in addition, to:

Deputy Chief, Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

In witness thereof, District has caused this Agreement to be executed by the President of its governing board and the Superintendent of its schools, and the City has caused this Agreement to be executed by the City Administrator.

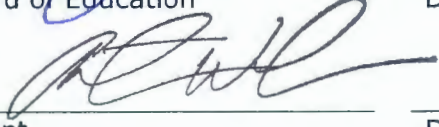
Said Agreement is to become effective and operational upon the fixing of the last signature hereto.

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

Date

2/16/16


Antwan Wilson, Superintendent

Date

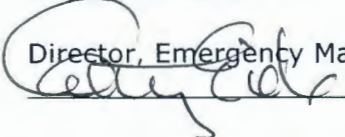
2/16/16

CITY OF OAKLAND


City Administrator

Date

1/20/16


Director, Emergency Management Services Division

APPROVED AS TO FORM


OUSD Special Facilities Counsel

Date

2/23/16


Oakland City Attorney

Date

1-15-16

Physical Access Rating 4=Excellent; 3=Good; 2=Fair; 1=Poor																																
Original Facility Name & (New Site Designation(s))	Street Address	Zip	TYPE			CONDITION			SIZE			Essential ADA Features							Other ADA Features							Kitchen		Elec.	Notes	Repairs Needed		
			CD	HS	MS	ES	NEW	MOD	YR	Gym Sq. Ft.	Multi-Purpose Sq. Ft.	Cafeteria Sq. Ft.	Overall Rating	Gym Access	Gym Restroom	MP or Cafeteria Access	Other Restroom	Exterior Path of Travel	Interior Path of Travel	Drink Fount Y/N	If Yes, ADA Rating	Pay Phone Y/N	If Yes, ADA Rating	Showers Y/N	If Yes, ADA Rating	Single User Toilet	If Yes, ADA Rating	FULL			LIMITED	Back Up Generator Y/N
Category 1: READILY ACCESSIBLE FACILITIES																																
Carter -- (Oakland International High / Bay Tech Charter School)	4521 Webster Street	94609	1	X				X	2008	7,200		3,290	3.5	3.5	SEE NOTE	4	4	4	4	Y	4	N	N/A	Y	3	Y	4		X	NO	PARTIAL MODERNIZATION FALL 2008. Gym restroom not improved but 4 (2 men's/ 2 women's) multi-user restrooms were improved within 100 feet of Gym. No off-street parking / no large off-street paved area.	
Emerson Elementary	4803 Lawton Ave	94609	1		X			X	2007		2,704		4	N/A	N/A	4	4	4	4	Y	4	N	N/A	N	N/A	Y	4		X	NO	Flat Campus. Large / flat yard. Limited off-street parking but PLZ provided. S.U. restrooms surveyed are Men's / Women's	
Hoover	890 Brockhurst Street	94608	3		X			X	2008		2,706		4	N/A	N/A	4	4	4	4	Y	4	N	N/A	N	N/A	Y	4		X	NO	MODERNIZED FALL 2008. Modest off-street concrete yard. No off street parking. Multi-purpose room has staff room. Prep kitchen has an additional S.U. accessible restroom (unisex).	
McClymonds Educational Complex -- (Best & Excel)	2607 Myrtle Street	94607	3	X				X	1997	8,661		3,960	4	4	3	4	N/A	4	4	Y	4	3	N/A	Y	3	Y	3	X		NO	Modernized off-street parking. Gym Multi-User Restrooms are tight w/ <4 stalls. Caf. toilets are single user. Plan to bring in portable toilets? Site includes separate health clinic building (new).	Remove floor hazard at single user restroom (partition brackets). Provide hot water pipe wrap at lavatories, typ. DF at Caf / replace missing rails.
Cesar Chavez -- (Think College Now)	2825 International Blvd	94601	5		X		X		2006		13,000	6,000	4	4	4	4	4	4	4	Y	4	N	N/A	N	N/A	Y	4		X	NO	Limited off-street parking but PLZ provided. Gates allow vehicular access to site.	
Manzanita Community	2409 East 27 th Street	94601	5		X			X	2008		2,500	2,800	4	N/A	N/A	4	4	4	4	Y	4	N	N/A	N	N/A	Y	4	X		NO	MODERNIZED FALL 2008. Large flat asphalt yards served by multi-user accessible restrooms. Small accessible off street parking lot.	
Frick	2845 64 th Avenue	94605	6		X			X	1997	6,394		4,695	3.5	3.5	3.5	3.5	3.5	3	3.5	Y	3.5	N	N/A	Y	3.5	N	N/A	X		NO	Working HC Showers. No parking lot. Ramped Entry. Large / flat yard. Has locker rooms.	Provide hot water pipe wrap at lavatories.
Castlemont	8610 MacArthur Blvd	94605	7	X				X	2006	7,952		3,978	4	4	3	4	3.5	4	4	Y	2.5	N	N/A	Y	3	N	N/A	X		NO	Off-street parking with multiple access points and potential staging areas. Two exercise rooms serve Gym (get sq. ft.)	Provide hot water pipe wrap at lavatories. Provide hose/head assembly at HC showers. Repair HC shower benches. Replace DF w/ hi-lo type.
Highland -- (New Highland Academy & Rise)	1322 86 th Avenue	94621	7		X			X	2001		3,360		4	N/A	N/A	4	4	4	4	Y	3	N	N/A	N	N/A	Y	4	X		NO	Flat Campus. Large / flat yard. No off-street parking. *Check DF alcove.	
Woodland -- (Acorn Woodland & EnCompass)	1025 81 st Avenue	94621	7		X		X		2006		10,500		4	N/A	N/A	4	4	4	4	Y	4	N	N/A	N	N/A	N	N/A		X	NO	Flat Campus. Superior Access. Off Street parking w/ PLZ. Building M includes MP room, alcove, music classroom. Childcare facility adjacent.	
Madison	400 Capistrano Drive	94603	7		X			X	2008	6,491		3,962	3.5	4	3	4	3	4	4	Y	4	N	N/A	Y	3	Y	4	X		NO	Scheduled for MOD. Site provides off-street parking w/ PLZ. Large / flat yard. Two SU Toilets M/F. Gym Multi-User Restrooms are tight w/ <4 stalls. Plan to bring in portable toilets? Site includes separate health clinic building (new)	Provide hose/head assembly at HC showers.
Montera	5555 Ascot Drive	94611	4		X			X	1997	6,520		4,346	3.5	4	4	4	4	3	3	Y	4	N	N/A	Y	3	Y	4		X	NO	Gymnasium and Multipurpose facility MOD completed. These facilities located at opposite sides of terraced campus. Wheelchair lifts (2) and vehicular ways connect them. Ample off-street asphalt areas exist for emergency parking and portable restroom facilities. The Gym provides Girl's and Boy's restroom and shower facilities plus a total of 4 single user restrooms; the Coach's include accessible shower. NOTE: OUSD to confirm if emergency stockpile on site is available to the City during emergencies.	Ascot Drive Parking Lot; disabled parking stall access aisle--truncated domes are lifting from asphalt. Accessible shower head assembly missing and main entry threshold needs repair at Boy's Locker Room. Access to Coach's Single User Restrooms (w/shower) is blocked by equipment.

La Escuelita	1050 2nd Avenue	94606	2			X	X		2013		7044		4	N/A	N/A	4	4	4	4	Y	4	N	N/A	N	N/A	Y	4	X	X	NO	Two story facility with accessible elevator. Two SU Toilets M/F. Ample multi-user restrooms. Flat yard. Drinking fountains are provided in three heights. No showers. Accessible on-street parking but no off street parking. Combined Multipurpose/Gym/ Cafeteria. Phase two construction on adjacent lot will include two additional large multi-pupose rooms and off-street parking.	
TOTALS				3	3	7				43,218	41,814	33,031	118,063															7	6			

Category 2: UNDER MODERNIZATION																														(Reported Existing Conditions)	
Claremont	5750 College Avenue	94618	1		X			X	1998	3,860		1,920	TBD	3	3	3	TBD	2	2	TBD		N	N/A	Y	1	TBD		X		NO	Future Scheduling TBD
Lowell – (West Oakland MS)	991 14 th Street	94621	3		X			X	1997	5,729		4,577	TBD	3	2	3	TBD	3	3	TBD		N	N/A	Y	1	TBD			X	NO	MOD Schedule: January 2011 - March 2012
TOTALS					2					9,579		6,497	16,076															1	1		

Category 3: FOR FUTURE CONSIDERATION																														(Reported Existing Conditions)	
[NONE]																															
TOTALS																															

ncil District / MOD=Modernized / HS= High School, MS=Middle School, ES=Elementary School / N/A= Not Applicable / TBD=To be determined / DF=Drinking Fountain / PLZ=Passenger Loading Zone / MP=Multi-purpose / SU=Single User