

FILED
OFFICE OF THE CITY CLERK
OAKLAND

CITY OF OAKLAND 2008 JUL 10 PM 4:17
AGENDA REPORT

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Fire Department
DATE: July 22, 2008

RE: **A Report and Resolution Authorizing the City Administrator or His Designee to Enter into an Agreement with the Oakland Unified School District Regarding the Use of Oakland Unified School District School Sites During Emergencies for Temporary Mass Care Shelter Sites**

SUMMARY

This report recommends that the Oakland City Council approve a resolution authorizing the City Administrator or her designee to enter into an Agreement with the Oakland Unified School District (OUSD) regarding the use of Oakland Unified School District school sites during emergencies for temporary mass care shelter sites.

FISCAL IMPACT

While, there are no apparent direct fiscal impacts to the City of Oakland as a result of entering into an agreement with OUSD regarding the use of the OUSD school sites during emergencies for temporary mass care shelter sites, it should be noted that FEMA reimburses no less than 75% of eligible expenses incurred during a major disaster or emergency. Therefore, the City may be responsible for up to 25% of eligible expenses incurred during a declared emergency or disaster, though this 25% "match" is usually split between the City and the State. It should also be noted that there are usually some expenses incurred during an emergency or disaster that are not eligible for FEMA or State reimbursement and the City would be responsible for those costs.

Staff will return to Council for any proposed purchases associated with the mass care shelter sites.

BACKGROUND

Oakland Office of Emergency Services (OES) worked closely with OUSD on emergency preparedness from 1991-1996. From 1992 to present OUSD has participated in the City's Emergency Management and Disaster Preparedness Council (EMADPC). In late 2006, the City's OES, the Parks and Recreation and the Human Services Departments began to update the

Item: _____
Public Safety Committee
July 22, 2008

City's Mass Care and Shelter Annex to meet National Incident Management System (NIMS) requirements, which included updating the City's temporary shelter sites.

In response to a lawsuit filed by the California Foundation for Independent Living Centers in August 2007 concerning mass care and sheltering of individuals with disabilities in disasters, *CFILC v. City of Oakland*, now pending in federal court, the City Administrator's ADA (Americans with Disabilities Act) Programs Manager, working with OES and the City Attorney's Office, initiated discussions with OUSD that resulted in the City and OUSD updating and refining OUSD-specific temporary shelter sites in order to incorporate evaluation of their ADA accessibility. The City and OUSD identified the need to draft an Agreement between OUSD and the City of Oakland that would cover the use of OUSD school sites as temporary shelter sites during major emergencies.

Prior to Hurricane Katrina in 2005, the American Red Cross (ARC) was the primary organization responsible for temporary mass care sheltering. After the disaster the primary role was transferred to the Federal Emergency Management Agency (FEMA). What this meant for local jurisdictions was that local jurisdictions now have responsibility for temporary mass care and sheltering until the ARC and/or FEMA can assume this role.

KEY ISSUES AND IMPACTS

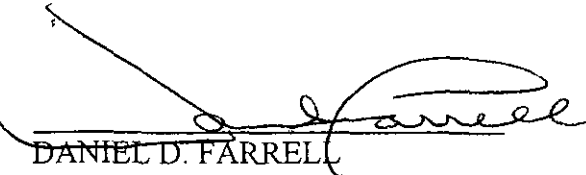
The agreement that has been drafted by OUSD and City of Oakland staff is attached. It is similar to the agreement that OUSD had with the American Red Cross and has the following features:

- Establishes a partnership for mass care and shelter as well as resource requests during emergencies;
- Allows for cooperative training, exercises, and drills;
- Operates under SEMS (Standardized Emergency Management System)/NIMS (National Incident Management System) guidelines and regulations;
- Identifies communications protocols for opening temporary shelters, the potential site locations, emergency notification listing for contacts to open temporary shelters and activation/deactivation of OUSD mass care shelter sites;

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council approve the resolution authorizing the City Administrator or her designee to enter into an agreement with the Oakland Unified School District regarding the use of Oakland Unified School District school sites during emergencies for temporary mass care shelter sites.

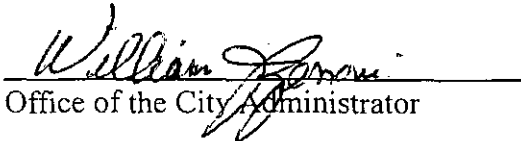
Respectfully submitted,



DANIEL D. FARRELL
Fire Chief
Fire Department

Prepared by:
Renee Domingo, Director
Office of Emergency Services and Homeland Security

APPROVED AND FORWARDED TO THE
PUBLIC SAFETY COMMITTEE:



Office of the City Administrator

Item: _____
Public Safety Committee
July 22, 2008

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 OUSD and the City to provide emergency shelter for members of the community displaced by a disaster.

The parties hereto desire to reach an understanding that will result in making the facilities and related equipment of the OUSD 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 until June 30, 2012, 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 OUSD 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.
- 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.

DRAFT

- 2.3 The facilities listed in Attachment #1 were identified and agreed upon by OUSD and the City as appropriate to be used as primary sites for mass care and shelter in the event of an emergency.
- 2.4 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 section 19 herein.
- 2.5 OUSD agrees to periodically update and advise the City of the contact person/s at each of the facilities identified in Attachment #1, through the Emergency Shelter Facilities Use Committee as set forth in section 13.
- 2.6 The City agrees, when normal communications are possible, to follow the notification procedures when City needs to establish a shelter at a facility owned by the Oakland Unified School District. Said notification procedures shall be developed cooperatively by the Emergency Shelter Facility Use Committee, as set forth in section 5.3 of this Agreement and incorporated by reference herein as Attachment 2. The notification procedures may be amended from time to time by the City/District Emergency Shelter Facility Use Committee referenced in herein in section 13.

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 disaster, 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

DRAFT

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 13.

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. 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 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, the parties

DRAFT

hereto agree, and by execution of this Agreement, the City acknowledges that the City understands, has ascertained and agrees, that the amounts stated in quotes provided to the District in an informal bid solicitation 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.

- 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.

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 6.1, and reimburse District for loss or damage to District facilities in accordance with Article 4 of this Agreement.

- 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 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.
- 4.6 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.

DRAFT

5 ESTABLISHMENT OF THE CITY/DISTRICT 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 Office of Emergency Services, Assistant Director of the Office of Emergency Services, 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; Director of Facilities Planning and Management or his or her designee; Director of Buildings and Grounds or his or her designee, Risk Manager or his designee, 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.

DRAFT

- 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.

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

DRAFT

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 District and the City 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.
- 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.

10 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
Office of Emergency Services n
1605 Martin Luther King Jr. Way, 2nd Floor
Oakland, CA 94612
Facsimile transmission to 510-986-2821

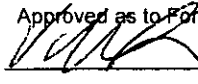
Notice to DISTRICT shall be sent to:

Superintendent
Oakland Unified School District
1025 Second Avenue, Room 300
Oakland, CA 94606
Facsimile transmission to 510-879-8800

in addition, to:

Assistant Superintendent of Facilities Planning & Management, Buildings
& Grounds and Custodial Services
Oakland Unified School District
955 High Street
Oakland, CA 94601
Facsimile transmission to 510-879-1860

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 JUL 10 PM 4:24

Approved as to Form and Legality

City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, ACTING CITY ADMINISTRATOR OR HIS OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE OAKLAND UNIFIED SCHOOL DISTRICT REGARDING THE USE OF OAKLAND UNIFIED SCHOOL DISTRICT SCHOOL SITES DURING EMERGENCIES FOR TEMPORARY MASS CARE SHELTER SITES

WHEREAS, the potential for a major catastrophe due to natural or human-caused disaster causes all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

WHEREAS, greater efficiency in disaster mitigation, prevention, preparedness, response and recovery, can be achieved by joining the efforts of the City of Oakland with our Bay Area Region which includes, Alameda County, other cities, special districts, and other public benefit non-profit corporations and establishing pre-disaster agreements; and

WHEREAS, the Oakland City Council supports proactive actions as they relate to emergency management practices to ensure effective and efficient emergency mitigation, prevention, preparedness, response, and recovery for the City of Oakland and the Bay Area Region; and

WHEREAS, the City of Oakland has been working with the Oakland Unified School District to update the potential temporary mass care and shelter sites that are Oakland school sites throughout the City of Oakland; and

WHEREAS, the City of Oakland and the Oakland Unified District have developed an agreement that delineates the protocols and procedures for the City of Oakland to use pre-identified Oakland school sites that may be used as temporary mass care shelter sites during emergencies; now, therefore, be it

RESOLVED: That the Oakland City Council authorizes the City Administrator or a designee to enter into an agreement with the Oakland Unified School District regarding the use of the Oakland Unified School District school sites during emergencies for temporary mass care shelter sites; and be it

RESOLVED: That Oakland City Charter section 504(1) empowers the City Administrator to represent the City in its "intergovernmental relations" and to negotiate contracts, which includes Agreements, with other government entities subject to approval by the Council; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to renew, modify, extend or amend any necessary agreement or other documents entered into in furtherance of this resolution, provided that no additional funds shall be allocated without prior Council approval; and be it

FURTHER RESOLVED: That all agreement authorized hereunder shall be approved by the City Attorney for form and legality prior to execution and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and
PRESIDENT DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California