

COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF ALAMEDA
AND
ALAMEDA UNIFIED SCHOOL DISTRICT

Temporary Mass Care Shelters & Emergency Staging Sites

This Cooperative Agreement (Agreement) is entered into this ____ day of _____, 2025, by and the governing boards of the Alameda Unified School District of Alameda County (hereinafter referred to as "District" or "AUSD") and the City of Alameda (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 either an official proclamation of state or local emergency or an isolated incident requiring emergency sheltering.

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. TERMS

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. If the City or the District wishes for any reason to terminate this Agreement and its obligations here under, it may do so by providing one (1) year's prior written notice of intent to terminate to the other party.

2. DESIGNATION OF AUSD 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 or isolated incident requiring emergency sheltering.

2.2 The parties understand and agree that a funding source 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.

- 2.3 All AUSD school sites 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 annually. 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 AUSD facilities can be moved to Categories 1 or 2 or added to the Primary Emergency Shelter Site Accessibility Evaluation. AUSD agrees to promptly notify the City if there are any relevant changes to any of the facilities identified in Attachment #1. The notification shall be in accordance with the procedures outlined in Article 10 of this Agreement.
- 2.5 AUSD 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 Alameda 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.

The City and District agree that in the event of a mass catastrophe and Local Emergency Proclamation, the City may be the initial agency responding to the need for emergency services in the City of Alameda 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 District facilities could suffer damage and loss and that reimbursement for said losses is difficult to quantify and reimburse due to a 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 or video 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. REIMBURSEMENTS 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.

- 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 the 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 that 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, 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 should 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 AUSD 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, CA OES, or FEMA may assume the management and oversight of emergency operations at school facilities after the immediate local response by the City of Alameda. Upon transfer of management and oversight of emergency operations to another organization by the City of Alameda, 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 entity assuming operations 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 new organization.

- 4.5 The City agrees to provide training to the appropriate members of the facility staff in mass care and shelter operations.

AUSD agrees that when their personnel are used in conjunction with the City's personnel, the City's policies, regulations, and procedures will be used to

operate the shelter site. AUSD further agrees that its personnel and the City have no employment relationship.

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 five (5) participants per party. For the City, representatives to the Emergency Shelter Use Committee may include, but not be limited to the Disaster Preparedness Fire Captain, Disaster Preparedness staff, the city ADA Coordinator, the Alameda Police Department, the Alameda Fire Department, Risk Manager, and any other representative appointed by the City Manager. For the District, representatives to the Emergency Shelter Facility Use Committee may include, but not be limited to the Assistant Superintendent of Business Service, Director of Maintenance, Operations and Facilities, Facilities Manager, Coordinator of Business Service, the Director of Technology, and the liaison between the District and the City of Alameda Fire Department Emergency Operations Center and any other representative appointed by the School Superintendent.
- 5.2 The Committee shall meet no less than one (1) time 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 to ensure that meetings are regularly scheduled conducted and the meeting minutes 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

the District to contact the City if 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 before their use as emergency shelter sites and emergency staging sites by the City of Alameda, Red Cross, CA OES 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 Alameda.
- 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 Prepare a survey form for City staff to document the condition of District facilities before using a site as a mass shelter or emergency operations site.

MISCELLANEOUS PROVISIONS

- 6. District and the City agree that District personnel used 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 the 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. If the use of any facility extends beyond twelve (12) days, senior staff from the District, the City, and any representatives of other involved agencies shall meet on the thirteenth day to evaluate the necessity for the 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 the District. Said approval will consider the disaster's scope, alternative available sites, and the expected recovery period from the disaster.

8. 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 can 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. The city shall cooperate with the District and make 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 negligence, recklessness, 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 according 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 negligence or willful misconduct of the City.

11. NOTICES & COMMUNICATIONS

Notices regarding proposed changes to this Agreement shall be sent by facsimile or US mail to each party as follows:

TO CITY:

Alameda Fire Department
1300 Park St
Alameda CA, 94501
Attn: Disaster Preparedness Coordinator

TO AUSD:

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
Attn: Business Services


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, District has caused this Agreement to be executed by the President of its governing board, and the City has caused this Agreement to be executed by the City Manager and Fire Chief.

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

ALAMEDA UNIFIED SCHOOL DISTRICT CITY OF ALAMEDA


By:



Gary K Lym (04/17/2025 13:59 PDT)

Gary K. Lym
President, Board of Directors

Date: 04/17/2025

By: 

Pasquale Scuderi (04/17/2025 08:49 PDT)

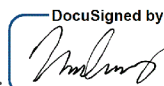
Pasquale Scuderi, Superintendent
Secretary, Board of Education

Date: 04/17/2025

By:

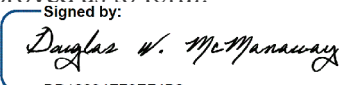
Jennifer Ott
City Manager

Date: _____

DocuSigned by:

By: _____
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Nicholas Luby
Fire Chief

4/21/2025
Date: _____

Approved as to form:

Signed by:

By: _____ 4/21/2025
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Douglas W. McManaway
Assistant City Attorney

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**AGREEMENT BETWEEN THE CITY OF ALAMEDA AND THE ALAMEDA UNIFIED
SCHOOL DISTRICT REGARDING USE OF SCHOOL FACILITIES AS TEMPORARY MASS
CARE SHELTERS AND EMERGENCY STAGING SITES
EXHIBIT "A" / ATTACHMENT #1**

Alameda Unified School District (AUSD) and the City of Alameda agree to use of the following facilities as part of this MOU:

1. All AUSD facilities designated and serving as "schools"
 - o The facilities will be decided upon based on proximity of facility in relation to the incident if it is a single isolated incident
 - o All facilities will be engaged and used by the surrounding community members in the event of a large scale, city wide event
 - o The number of facilities used will be based on availability of trained disaster service workers and scale/need of incident
 - o Facilities:
 - ☐ Alameda Adult School
 - ☐ Alameda High School
 - ☐ Alameda Science and Technology Institute
 - ☐ Amelia Earhart School
 - ☐ Bay Farm School
 - ☐ Edison School
 - ☐ Encinal Jr. Sr. High School
 - ☐ Franklin Elementary School
 - ☐ Frank Otis Elementary
 - ☐ Island High School
 - ☐ Lincoln Middle School
 - ☐ Love Elementary School
 - ☐ Maya Lin School
 - ☐ Paden Elementary School
 - ☐ Ruby Bridges Elementary School
 - ☐ Wood Middle School
 - ☐ Woodstock Child Development Center
2. All AUSD facilities not designated as "schools"
 - o An example of this would be the AUSD offices located on Singleton Ave.
 - o These facilities would not be used as shelters. These facilities would be used for the staging of equipment and supplies in support of shelter operations at other AUSD facilities