

HOST HOUSES
LETTER OF UNDERSTANDING BETWEEN
_____ AND THE
CITY OF BERKELEY

This agreement, entered into this _____ day of _____, constitutes a Letter of Understanding (“LOU”) between the City of Berkeley (“City”) and the _____ (“Cache Host House”) regarding the pre-placement of containers filled with emergency supplies in designated areas for the specific use for the Student Disaster Housing Preparedness Program as a precautionary measure in the event of a disaster.

I. BACKGROUND

As a result of the 1989 Loma Prieta Earthquake and the 1991 East Bay Hills Fire, the Mayor and City Council directed City staff to accelerate disaster planning throughout the City. An important component of that planning is the availability of emergency supplies should a catastrophic disaster occur, and the City’s CLUSTERS, as defined below, are an integral component of that aspect of disaster planning. In a catastrophic disaster, government resources (people and supplies) may not be available for several days following the event. It is essential that every household, family, and CLUSTER be prepared to survive on its own for five to seven days until government services can be restored.

In addition to providing for the emergency needs of the City’s population, disaster cache supplies located in the CLUSTERS would greatly assist in the City's response to local disasters. The City and participating members of the Student Housing Disaster Preparedness Program have established and wished to continue their partnership to provide emergency containers with basic medical, search and rescue and other supplies for such an occurrence.

II. CLUSTER DETAILS AND FUNCTIONINGS

In order to facilitate student safety, the IFC and PHC houses, and BSC group living facilities located in the north campus student living area and south campus student living area will be encouraged to participate in a designated cluster with approximately eight to fourteen other student group living facilities. One group living facility will host the cache on its property to be used by the CLUSTER in the case of a disaster.

The CLUSTERS are as follows:

INFORMATION REDACTED

Each group living facility (house) in each CLUSTER will require all members to complete the American Red Cross basic preparedness course via Podcast, online course or attend a yearly basic disaster preparedness presentation by the Campus Chapter of the American Red Cross or City of Berkeley Office of Emergency Services (OES). In addition, each living facility will be required to have at least ten percent (10%) percent of students who are residents in their respective houses to attend more specific disaster preparedness trainings provided by OES.

III. RECITALS - GENERAL PROVISIONS

A. Disaster Defined

For purposes of this LOU, a disaster shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City, caused by such conditions as fire, flood, storm, epidemic, toxic hazards, earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the City, or as declared by the City. (BMC § 2.88.020.)

B. Purpose and Use of Caches:

The primary purpose of the supply caches is to provide backup emergency equipment to equitably serve the greatest number of student residents in the event of an emergency/disaster. Containers shall only be used for emergency supplies and equipment. City emergency response personnel may use container contents for purposes of managing a local emergency. If the City uses the equipment, the City will be responsible for replacing the supplies used for that emergency.

C. Responsibilities:

Disaster Representatives Committee

1. Non-Disaster

- Each house will designate at least 10% of their house residents as Disaster Representatives (“Disaster Representatives”) to attend more specific disaster preparedness trainings, provided by the City, including Fire Suppression, Light Search & Rescue, Disaster First Aid, Disaster Mental Health, Radio Communication & Incident Command, Basic Preparedness Train the Trainer;
- The Disaster Representatives from each house (collectively “Committee”) will work with IFC and Panhellenic Disaster Preparedness Representatives to inventory the disaster cache equipment once per month;
- The Committee will work with the IFC and Panhellenic Disaster Preparedness Representatives and the Fire Department to hold annual CLUSTER based disaster drills;
- The Disaster Representatives will arrange for the annual basic drill or training.

2. Post-Disaster Response and Recovery

The Disaster Representatives from each CLUSTER will:

- Work with each other to ensure safety during the disaster;
- Erect a banner for participants to identify cache location for checking in with needs and offer resources. Command post will be located in the street, not in housing facility;
- Use the Cache Host House as a communication hub, resource center, medical

triage center, etc, to support the City's response efforts in a coordinated manner;

- Use equipment to serve the greatest number of residents in the surrounding areas;
- Develop teams to access CLUSTER needs; provide equipment for teams to use; e.g. search and rescue, fire suppression, medical, sheltering, etc.;
- Use communication equipment with each other (two way radios), with other cache host house sites, and with local fire station/first responders;
- Maintain situation-status board to track activity and location of resources and responders.
- Maintain command post until no longer needed;
- Communicate with the Berkeley Fire Department when they are able to come and assist with rescue efforts.

Cache **Host House Responsibilities:**

1. Non-disaster:

- Identify site and host the cache in secure area as already identified by the City of Berkeley Fire Department;
- Maintain cache supplies including monthly inventory and check of the equipment;
- Replace supplies when used;
- Participate in regular meetings with other CLUSTER members to plan for emergencies;
- Identify a minimum of four participants who will be responsible for opening the cache;
- Complete the CERT training to maintain skills and ability to use equipment and take refresher courses every three years;
- Arrange to hold annual CLUSTER based disaster drills in cooperation with the Fire Department;
- Inform CLUSTERS that they need to gather food and water for all house members, as this is not included in the cache. It is not the responsibility of the Cache Host House to provide food and water for all CLUSTER members, only their own house members.

2. Post-Disaster Response and Recovery

- Use the Cache Host House as a central communication hub, resource center, medical triage center, etc. to support the City's response efforts in a coordinated manner;
- In an emergency, the Cache Host House shall allow the Disaster Delegates Committee to open cache and utilize supplies;

IV. Ownership of cache supplies:

A. The cache containers and their contents are owned by the student CLUSTERS. A suggested list of baseline response supplies is specified in Attachment A. The Cache Host House agrees to

store the cache indefinitely and use it for the purposes identified above. Should the host determine they are unable to store the cache, the Cache Host House shall contact the Berkeley Fire Department to reassign the cache to another qualifying house in the same CLUSTER.

B. Should an emergency occur in the nearby area deeming it necessary to use the cache supplies, the City may access and use the supplies for that emergency, and may call on the residents to assist. In that event, the City is responsible for replacing the supplies used for that emergency.

V. Who uses the supplies?

The supplies are intended to serve the City's residents under the leadership of the CLUSTER. If necessary, the City of Berkeley may use the supplies in an emergency.

VI. How the supplies will be used:

To carry out response and recovery efforts in disasters and for training purposes.

VII. How the containers will be accessed:

The CLUSTER's Disaster Delegates Committee, the House Director and President of hosting facility, and the City shall be provided the four-digit combination to open locks for the containers. The cache containers may be accessed by at least four individuals from each CLUSTER member and the Berkeley Fire Department.

VIII. Maintenance for containers and supplies:

The Cache Host House shall maintain the containers and supplies, including efforts to avoid such problems as leakage and pest infestation, in order to prolong their use as storage bins for emergency supplies. Both parties recognize that any built structure has a useful, but inevitable life. Supplies used for emergencies shall be replaced in a timely manner by the entities that used them, either by the City or the CLUSTER. The Cache Host House shall replace lost, stolen, or vandalized equipment with "like" equipment. Each facility in each CLUSTER will collect \$1.00 per semester per member from their respective IFC, PHC, or BSC organizations to fund the replacement of equipment. This fund will be overseen and monitored by representatives from the IFC, PHC, and BSC. ("representatives" is really broad – is there a way to better define this?)

IX. Standard Supplies Inventory:

A suggested basic inventory of supplies has been developed by the City in order to ensure that appropriate supplies are available for disasters. (See attachment A).

X. Disclaimer – (legal)

A. Entire Agreement

The terms and conditions of this LOU, all exhibits attached and any documents expressly incorporated by reference represent the entire LOU between the parties with respect to the subject matter of this LOU. This LOU shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and the Cache Host House. No other contract, statement, or promise relating to the subject matter of this LOU shall be valid or binding except by a written amendment to this LOU.

B. Severability

If any part of this LOU or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this LOU which can be given effect without the invalid provision or application, and to this end the provisions of this LOU are declared to be severable.

C. Amendments

The terms and conditions of this LOU shall not be altered or otherwise modified except by a written amendment to this LOU executed by the City and the Cache Host House.

IN WITNESS WHEREOF, _____ the Cache Host House and COB have executed this LOU as of the date written in the first paragraph of this Agreement.

Cache Host House

By: _____

Title: _____

Address: _____

Telephone: _____

By: _____
City Manager

Approved as to Form

By: _____
City Attorney

Registered by:

City Auditor

Attest:

City Clerk