

Glassboro Public Schools



MEMO

To: Mark Silverstein

From: Lisa Ridgway

Date: August 15, 2022

Re: August Agenda Item

Recommend the board approve the reunification agreement between the Glassboro School District and Total Turf Experience, LLC.

**EMERGENCY BUILDING USE AGREEMENT BETWEEN Glassboro School District AND
Total Turf Experience LLC**

THIS AGREEMENT is between Total Turf Experience LLC, ("Owner") and the Glassboro School District ("District") to enable a Reunification Center to operate during emergency situations in the designated areas of the Total Turf Experience Facility in Pitman, New Jersey, before, during and/or after an emergency incident. The District and the Owner shall be known collectively as "the parties."

WHEREAS, the Owner is authorized and empowered to enter into leases and building usage agreements; and

WHEREAS, the District is engaged in emergency management preparedness and planning efforts on behalf of the parents/guardians, students and faculty, and

WHEREAS, if the District should need to evacuate students and/or staff from its school buildings or grounds due to an emergency as determined or declared by local, state or federal official, the District desires to identify a site where parents/guardians, students and staff may be safely housed until they are authorized to leave the Facility, and

WHEREAS, the District desires to enter into an agreement for the emergency use of buildings where re-unification operations may be conducted for the benefit of parents/guardians, students and staff; and

WHEREAS, the Owner understands and agrees that after meeting its responsibilities to its primary contract users, it will permit the District to use its physical facilities located at 614 Lambs Rd, Pitman, NJ 08071 ("Facility") as a shelter for parents/guardians, students and staff, before, during or after a disaster or other emergency; and

WHEREAS, the parties have participated in a survey and inspection of the Facility and surrounding area, and have identified the locations that may be subject to use as a shelter, and have confirmed the maximum safe occupancy for the shelter use; and

WHEREAS, the parties wish to identify all financial and legal obligations in connection therewith;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

1. **Term.** This Agreement shall commence upon the date of execution by both parties. The initial term of the Agreement shall be five (5) years which may be

extended and/or renewed by the agreement of the parties. The Agreement will remain in full force and effect during the term, but may be terminated by either party at any time upon a 60-day written notice to the other.

2. Use of Facility. The Owner shall make reasonable efforts to make the Facility available for emergency shelter use by the District upon receipt of emergency notification by the Owner. The District shall exercise reasonable care in the use of the Facility and will not modify the Facility without the Owner's express written approval.

3. Facility Management. The District will designate an individual to manage the activities at the Facility ("Re-Unification Manager"). The Owner will designate one or more Facility Coordinators to coordinate with the Re-Unification Manager regarding the use of the Facility by the District which shall include a pre-usage survey of the Facility using forms designated by the County/Municipality to record any existing damage or conditions.

4. Custodial Services. Upon request of the District, and if such resources are requested, the Owner will make its custodial resources, including supplies and labor, available to provide cleaning and sanitation services at the Facility with reasonable costs of such to be reimbursed by the District as provided by Paragraph 9. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Re-Unification Manager.

5. Security/Safety. The District shall be responsible for coordinating security and traffic control for the Facility during use. The Re-Unification Manager, as he/she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility and will advise the Facility Coordinator regarding any incidents that occur and any measures taken.

6. Signage and Publicity. The District may post temporary signage identifying the Facility as a site of Re-Unification operations in locations approved by the Facility Coordinator. The Re-Unification Manager will remove such signage at the conclusion of its activities at the Facility.

7. Closing the Facility. The District will notify the Facility Coordinator when the District will vacate the Facility. The District shall be responsible for ensuring the Facility is returned to its pre-shelter condition, including but not limited to, all waste disposed of, and all areas cleared of shelter equipment, supplies and personal belongings. Before such closing/vacancy by the District, the Facility Coordinator and Re-Unification Manager will conduct a joint inspection using forms designated by the Owner to record any damage or conditions.

8. Fees. Owner will not charge a fee for the District's use of the Facility under this Agreement.

9. Reimbursement. The District will reimburse the Owner for the following:

- a. Damage to the facility, reasonable wear and tear excepted, resulting from the operations or use by the District, Reimbursement for facility damage will be based on replacement at actual cash value. The District, in consultation with the Owner, will select from among bids from at least three reputable contractors all of whom shall carry insurance in amounts required by the Owner or by the Owner's insurance carrier. The District is not responsible for storm damage or other damage caused by the disaster or other acts of God.
- b. Reasonable costs associated with custodial personnel and supplies which would not have been incurred but for the District's use of the Facility. The District will reimburse at a per-hour, straight-time rate for wages actually incurred but will not reimburse for 1) overtime or 2) costs of salaried staff.
- c. Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the District's use of the Facility. (Both parties must initial all utilities to be reimbursed by the District):

	Owner Initials	District Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the District within 60 days after the cessation of use by the District. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

10. Insurance. The District shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability, The District shall also carry New Jersey Worker's Compensation coverage in the amounts required under New Jersey Law and \$1,000,000 in Employers' Liability.

11. Parties' Contact Information/Notices.

All notices hereunder shall be in writing and sent certified mail, return receipt requested to:

Owner:

Full Name of Owner	
Address	
24-Hour Point of Contact Name Title Work Phone Cell Phone Phone	
Address for Official Notices (only if different from above address)	

Re-Unification Operator:

County/Municipality	
24-Hour Point of Contact Name Title Work Phone Cell Phone Phone	
Address for Official Notices (only if different from above address)	

12. MISCELLANEOUS

The following provisions apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This Section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written permission of the parties.

G. No Third Party Beneficiary

This Agreement is not intended to confer any benefits to any third party.

H. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and agree to each provision hereof, and hereby, acknowledge a copy hereof.

OWNER:

Owner (Legal Name)

By (Signature)

Name and Title (Printed)

Date

DISTRICT:

Owner (Legal Name)

By (Signature)

Name and Title (Printed)

Date