

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution 2011-317

Council Meeting Date: 11-28-2011

Date Adopted: 11-28-2011

TITLE: RESOLUTION OF THE BOROUGH OF NEW PROVIDENCE, COUNTY OF UNION, STATE OF NEW JERSEY APPROVING AGREEMENT WITH THE AMERICAN RED CROSS FOR USE OF NEW PROVIDENCE MUNICIPAL CENTER FOR AN EMERGENCY SHELTER

Councilperson Galluccio submitted the following resolution which was duly seconded by Councilperson Vyzas.

WHEREAS, the American Red Cross provides emergency services on behalf of individuals, families and communities when disasters strike; and

WHEREAS, the Borough of New Providence desires to assist the Red Cross in the performance of its mission and is authorized by law to do so; and

WHEREAS, the Summit Area Chapter of the American Red Cross and the Borough are willing to enter into an Agreement to formalize this relationship, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of New Providence, County of Union, State of New Jersey, that the Agreement in form attached hereto may be executed by the Borough Administrator and Borough Clerk in order to assist the Summit Chapter of the American Red Cross in the performance of its emergency and disaster relief efforts by making the New Providence Municipal Center available for an emergency shelter.

APPROVED, this 28th day of November, 2011.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ			X	
VYZAS	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 28th day of November, 2011

Wendi B. Barry, Borough Clerk

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**American
Red Cross**

Colonial Crossroads Chapter

Summit Office

695 Springfield Avenue
Summit, New Jersey 07901
Tel (908) 273-2076
Fax (908) 273-9103

Madison Office

1 Madison Avenue
Madison, New Jersey 07940
Tel (973) 377-0455
Fax (973) 377-2088

www.ccnjredcross.org

October 13, 2011

2NOV11AM11:51

Mr. Douglas Marvin
Business Administrator
New Providence Borough Hall
360 Elkwood Avenue
New Providence, New Jersey 07974

Dear Mr. Marvin:

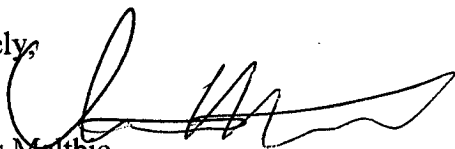
The American Red Cross is updating emergency shelter information. Your facility has been designated as a shelter site in the event of a local emergency. In accordance with Red Cross standards, a Facility Agreement between the American Red Cross and your facility is scheduled for renewal.

Enclosed is a copy of the Facility Agreement. Please review, sign where indicated and return in the self addressed envelope. A copy of the completed agreement will be returned to you.

If you have any questions, please feel free to contact Jan Gelson by phone (201 532 4310) or email (janLgelson@aol.com). Jan is the volunteer Shelter Survey coordinator for the local American Red Cross.

Thank you for your assistance in this endeavor to bring our records up to date.

Sincerely,


Charles Maltbie
Director of Response

Attachment

American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: New Providence Borough Hall

Parties and Facility

Owner:

Legal name: New Providence Borough Hall
Chapter: _____
24-Hour Point of Contact:
Name and title: Douglas Marvin
Work phone: 908 665 1400 Cell phone/pager: _____
Address for Legal Notices:
360 Elkwood Avenue, New Providence, NJ 07974

Red Cross:

Legal name: The American National Red Cross
Chapter: Colonial Crossroads
24-Hour Point of Contact:
Name and title: Charles Maltbie
Work phone: 800-507-6058 Cell phone/pager: 973-303-6658
Address for Legal Notices:
695 Springfield Avenue
Summit, NJ 07901

Copies of legal notices must also be sent to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

Borough Hall of New Providence, 360 Elkwood Avenue, New Providence, NJ 07974

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the _____, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among*

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs 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 at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction ~~within which the facility is located and \$1,000,000 in Employers' Liability.~~

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

New Providence Borough Hall
(legal name)

The American National Red Cross
(legal name)

By (signature)

By (signature)

Douglas Marvin
Name (printed)

Charles Maltbie
Name (printed)

Business Administrator
Title

Director of Response
Title

Date

Date