

(009)

**FACILITIES USE AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
ROWAN UNIVERSITY**

THIS AGREEMENT is entered into this 1 day of February, 2023 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with principal offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**," and **ROWAN UNIVERSITY (COLLEGE OF ENGINEERING)**, located at 201 Mullica Hill Road, Glassboro, New Jersey 08028, hereinafter referred to as "**Organization**".

RECITALS

WHEREAS, County is the owner of Scotland Run Park, located at 980 E. Academy Street, Clayton, New Jersey 08312, part of which facility therein includes the body of water known as Wilson Lake (hereinafter the "Park"); and

WHEREAS, Organization requests non-exclusive access to Park facilities on Saturday, April 22, 2023 (preparation date), and on Sunday April 23, 2023 (competition date), from 7:00 a.m. to 6:00 p.m. on each day, to "host" the 2023 American Society of Civil Engineers' (hereinafter ASCE or "sponsor") Metropolitan Conference "Concrete Canoe Race" competition (hereinafter the "event"), utilizing Park facilities to conduct the event and designated portions of the Park for recreational activities associated with the event; and

WHEREAS, County desires to accommodate Organization consistent with the terms of this Agreement, and the *Rules and Regulations Governing its Parks*, and in accord with all requisite event safety requirements stipulated by host and/or sponsor; with absolutely no obligation upon the County to provide supervision, control or maintenance of the event.

NOW, THEREFORE and in consideration of the performance of the mutual promises made by and between County and Organization as described in this Agreement, the parties, for themselves, and their successors and assigns, hereby agree as follows:

AGREEMENT

1. **PREMISES.** County hereby agrees to allow Organization non-exclusive access to Scotland Run Park and use of facilities within the Park (hereinafter the "Premises") for the stated purpose of hosting the 2023 ASCE Metropolitan Region Concrete Canoe Race and other event-related recreational activities held by or on behalf of host or sponsor, as agreed and coordinated with the Director of Gloucester County Parks. County hereby extends to Organization a revocable license for *use only*; and specifically, does not convey any other right, title, interest or privilege of any kind.
2. **USE OF THE PREMISES.** The Premises shall be used only for Organization's intended purpose. Access to Park shall be limited to event participants, attendees and equipment necessary to effectuate event. There is expected to be approximately 100 participants, 150 total attendees, and

10 equipment trailers. Event preparation for Saturday, April 22, 2023, and competition activities for Sunday, April 23, 2023 will be between the hours of 7:00 a.m. to 6:00 p.m., or as otherwise agreed between Organization and the Park Director. Equipment trailer parking areas shall be as directed by Park Director. Exclusive use of other areas of the Premises for event-related activities shall also be as agreed and coordinated with Park Director. County will provide any other requested accommodations as may be practical, at its sole discretion.

There is no rain date(s) designated for event. Organization shall not be obligated to pay a fee for use of the Premises at the Park.

The County's *Rules and Regulations Governing its Parks* shall apply in all activities held on Park Premises, and are incorporated herein by reference. Organization further agrees that it has reviewed all rules and regulations, and understands that it shall at all times abide by such rules for use of Premises at the Park. Additionally, Organization warrants that the event will at all times be in compliance with ASCE National Concrete Canoe Competition™ Rules & Regulations and Safety Guidelines in conducting event, and that each participant at event will execute Gloucester County's Parks & Recreation Department WAIVER OF LIABILITY/ ASSUMPTION OF RISK AGREEMENT before participation in any event activity.

Organization will provide power rescue boats, manned canoes, life vests, and life guards as required by ASCE Safety Guidelines at the event; County will assist with the provision of EMS personnel, security guard(s), and life guards or other requested services at Organization's expense.

3. **NO OBLIGATION BY COUNTY.** Organization shall be solely responsible for the conduct of event activities on the Premises of the Park. The County will not provide security, supervision, scheduling, set up, control or maintenance of event activities. The County does not provide, or designate specific parking areas for Organization's activities (except as may be agreed with Park Director); and all Organization's employees, members, participants, guests and invitees enter the Park and remain there at their own risk.
4. **INDEMNIFICATION.** As County and Organization are New Jersey Public Entities subject to the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.); any tort claims or claims for indemnification made by or against the parties are governed by provisions of applicable law.
5. **INSURANCE.** Rowan University is a State of New Jersey Public Research University, maintaining status as a New Jersey public entity. Any agreement signed, or any action, act, failure to act or any other similar undertaking on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional error and/or omissions, against the State of New Jersey or against its employees for which the State

is obligated to indemnify against tort claims, which arise out of the performance of their duties. Rowan University provides statutory workers' compensation protection to its employees in accordance with the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.) through participation in the State of New Jersey's program of self-insurance. Claims against the State of New Jersey or its employees will be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

The County of Gloucester, including all elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers shall be named as Certificate Holder and Additional Insured with respect to the general liability policy issued to the American Society of Civil Engineers, as the insured.

The County's Purchasing Agent must be given written notice of cancellation, non-renewal, reduction and/or material change regarding any of the insurance policies evidenced.

Organization shall not be permitted to utilize the Park until the County is satisfied that the coverage evidenced is acceptable.

6. **LICENSE; TERMINATION.** The parties acknowledge that this Agreement constitutes a revocable license to use only, which license may be revoked by the County, in its sole discretion, at any time convenient to the County.

County shall provide notice of such termination to Organization at the address set forth above. Upon termination, Organization shall remove all objects at its expense, which it may have placed anywhere in the Park, and leave the same in the condition as it found it at commencement of this Agreement.

The County may immediately, and without notice, terminate the Agreement, and the license granted herein, if Organization, or any of its employees, members, participants, guest or invitees, violate any of the terms of this Agreement, or violate any of the County's *Rules and Regulations Governing its Parks*.

The license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Park.


7. **NO AGENCY RELATIONSHIP.** The parties acknowledge that Organization are independent entities, and have no agency relationship, or other formal relationship, with the County beyond the relationship created by the terms of the Agreement.
8. **APPLICABLE LAW.** The application and/or interpretation of this Agreement, and the rights and obligations of the parties to the Agreement, shall be governed by the laws of the State of New Jersey.
9. **NO ASSIGNMENT OF SUBCONTRACT.** This Agreement may not be assigned by the Organization, except as otherwise agreed in writing by the parties. Any attempted assignment

without such written consent shall be null and void with respect to the County, and no obligation on the County's part to assignee shall arise, unless the County shall elect to accept and to consent to such assignment.

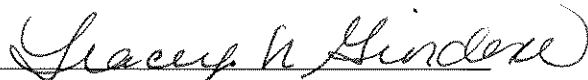
IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him/her and set forth in the County Administrative Code has executed this Agreement and the Organization's authorized representative have executed this Agreement on the date indicated above.

ATTEST:

COUNTY OF GLOUCESTER



KIMBERLY LARTER,
QUALIFIED PURCHASING AGENT



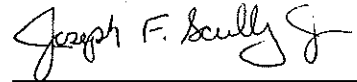
TRACEY N. GIORDANO,
TREASURER/ CFO

WITNESS:

ROWAN UNIVERSITY



CHRISTINA MARTINO
MANAGING ADMINISTRATIVE ASSISTANT



JOSPEH F. SCULLY, JR.
SR. VP FOR FINANCE AND CHIEF
FINANCIAL OFFICER
AUTHORIZED SIGNATORY FOR
ROWAN UNIVERSITY
COLLEGE OF ENGINEERING









ROWAN COE Canoe Use Agreement 2023 clean (002)

Final Audit Report

2023-02-01

Created:	2023-02-01
By:	Christina Martino (vivianch@rowan.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIOoIIIP4HWXUGCwHmVzv39IGhkyobruj

"ROWAN COE Canoe Use Agreement 2023 clean (002)" History

-  Document created by Christina Martino (vivianch@rowan.edu)
2023-02-01 - 4:50:35 PM GMT- IP address: 150.250.5.28
-  Document emailed to Joseph Scully (scullyj@rowan.edu) for signature
2023-02-01 - 4:54:59 PM GMT
-  Email viewed by Joseph Scully (scullyj@rowan.edu)
2023-02-01 - 4:56:20 PM GMT- IP address: 71.224.231.196
-  Document e-signed by Joseph Scully (scullyj@rowan.edu)
Signature Date: 2023-02-01 - 4:58:05 PM GMT - Time Source: server- IP address: 71.224.231.196
-  Document emailed to Christina Martino (vivianch@rowan.edu) for signature
2023-02-01 - 4:58:06 PM GMT
-  Email viewed by Christina Martino (vivianch@rowan.edu)
2023-02-01 - 5:22:01 PM GMT- IP address: 150.250.5.28
-  Document e-signed by Christina Martino (vivianch@rowan.edu)
Signature Date: 2023-02-01 - 5:22:12 PM GMT - Time Source: server- IP address: 150.250.5.28
-  Agreement completed.
2023-02-01 - 5:22:12 PM GMT



CIVIENG-02

CROHDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AHT Insurance, A Baldwin Risk Partner 20 South King Street Leesburg, VA 20175	CONTACT NAME: PHONE (A/C, No, Ext): (703) 777-2341 FAX (A/C, No): (703) 771-1852 E-MAIL: ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : National Fire Insurance of Hartford	
INSURER B : The Continental Insurance Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

 American Society Of Civil Engineers
 1801 Alexander Bell Drive
 Reston, VA 20191-4400

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
		X		7015441580	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			7015441594	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ASCE Rowan University Student Chapter; Event: Metropolitan Region Student Symposium held April 21-23, 2023
 Rowan University, the State of New Jersey, and the New Jersey Higher Education Facilities Authority; County of Gloucester Board of County Commissioners
 It's Department & Agencies et al are included as Additional Insured with respects to General Liability per the policy terms.

CERTIFICATE HOLDER County of Gloucester Board of County Commissioners It's Department & Agencies et al PO Box 337 Woodbury, NJ 08096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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