

**CITY OF BRIGANTINE**

**RESOLUTION NO. - 2024- 13**

**“A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF BRIGANTINE AUTHORIZING  
ENTRY INTO A CONTRACT  
WITH GREEN WHALES, INC., FOR RACE DIRECTING  
SERVICES ASSOCIATED WITH A SPECIAL EVENT KNOWN AS THE BRIGANTINE  
TRIATHLON TO BE HELD IN AUGUST, 2024”**

**WHEREAS**, the City of Brigantine has hosted a triathlon event in the City for several years, known as “The Brigantine Triathlon”; and

**WHEREAS**, in past years, the City has conducted the Brigantine Triathlon and provided all the set up and tasks needed for this event; and

**WHEREAS**, Green Whales, Inc., a non-profit corporation of the State of New Jersey, has approached the City with a proposal to serve as the Race Director of the Brigantine Triathlon, to perform all of the necessary set up, coordination and tasks to conduct the Brigantine Triathlon in August 2024; and

**WHEREAS**, the Mayor and City Council have reviewed the Race Directing Contract and Budget for the Brigantine Triathlon provided by Green Whales, Inc., attached hereto as Exhibit “A”; and

**WHEREAS**, the Mayor and City Council wish to enter into a Contract with Green Whales, Inc., in the form as substantially attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Brigantine that the City Manager is authorized to enter into a Contract with Green Whales,

Inc., in the form as substantially attached hereto for the purpose of serving as Race Director and conducting the Brigantine Triathlon in August 2024.

DATE: April 17, 2024

Lynn Sweeney, RMC  
LYNN SWEENEY, RMC  
CITY CLERK

RECORD VOTE OF COUNCIL ON FINAL PASSAGE

COUNCIL MEMBERS	Y	N	NV	AB
SERA	✓			
RIORDAN <del>XX</del>	✓			
KANE <del>X</del>	✓			
BEW	✓			
LETTIERI	✓			
HANEY	✓			
DeLUCRY				✓

X-INDICATES VOTE NV=NOT VOTING AB=ABSENT

## AGREEMENT

**THIS AGREEMENT** made this day, \_\_\_\_, 2024 between the City of Brigantine, hereinafter referred to as "Brigantine", and Green Whales, Inc., an organization operating under the state of New Jersey, hereinafter referred to as the "GWI".

### WITNESSETH

1. BRIGANTINE hereby authorizes GWI, on **August 10, 2024**, to use the City of Brigantine, Atlantic County, New Jersey, for no other purpose than the conducting thereon a Triathlon, with activities co-incident with a Triathlon and the parking of vehicles for persons visiting the Triathlon or connected with the Triathlon and nothing of an improper, illegal or immoral nature shall be permitted thereon.
2. GWI shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government and of BRIGANTINE and of any and all departments and bureaus, applicable to said premises.
3. GWI shall not assign this agreement or underlet or under lease the premises or any part thereof or make any alterations on the premises without BRIGANTINE'S consent.
4. GWI shall carry insurance against any loss, damage or injury to persons or property on the used premises for any loss, damage or injury arising out of the conduct and operation of the Triathlon; its employees, exhibitors, concessionaires or agents. BRIGANTINE shall not be in any way held liable or responsible for any damage or loss which may occur as a result or arising out of the operation of the Triathlon or the exhibitors or concessionaires or any and all persons and equipment which may be on the used premises or which is connected in any way with this undertaking or holding of this Triathlon and its ancillary activities.
5. GWI shall provide a certificate of general liability insurance in the amount of \$1,000,000 with the County of Atlantic and the City of BRIGANTINE named as an additional insured prior to the event and GWI and its insurance carrier shall be responsible for any and all damages and injuries.
6. GWI agrees that BRIGANTINE or its representatives shall have the right to enter into and upon the premises or any part thereof at all reasonable hours for the purposes of examining same and requiring such repairs or alterations as may be necessary for the safety of the general public and preservation of the premises.

7. GWI agrees that tents, staging or any other items erected or placed by or for GWI or any of the exhibitors or concessionaires or any portion of the premises shall be removed at the time agreed upon by GWI as stated above times as required, may remove them and the expense of such removal shall be paid by GWI.
8. GWI shall not damage or in any manner deface the used premise and shall not cause or permit anything damaging to be done on the said used premises in any way. If said used premises or any portion thereof shall be damaged by the act, default or negligence of GWI or its employees, patrons, guests, concessionaires, exhibitors, or any person admitted to the said leased premises by GWI or anyone upon the leased premises, GWI will pay to BRIGANTINE upon demand such sum as shall be necessary to restore said leased premises to the condition existing prior to the use. GWI assumes full responsibility for the acts and conduct of all persons admitted or otherwise upon the said used premises or any portion thereof by the consent or without consent of GWI.
9. The City of Brigantine agrees to pay a fee of \$20.00 (twenty dollars) to GWI for Race Directing Activities at the Brigantine Triathlon on August 10, 2024.
10. Regular BRIGANTINE work hours for maintenance workers are defined as 8:00 a.m. to 4:00 p.m. Monday through Friday. Any work performed by BRIGANTINE maintenance workers outside of those times is defined as overtime and GWI will pay to BRIGANTINE upon demand.
11. All overtime work performed by BRIGANTINE employees will be paid through the city payroll system on a Bi-weekly basis. GWI WILL MAKE ANY AND ALL CHECKS FOR OVERTIME PAYABLE TO the City of BRIGANTINE. No other form of payment will be acceptable.
12. BRIGANTINE will supply maintenance workers and equipment to remove piles of trash from and around receptacles and move trash to the dumpster(s) during regular BRIGANTINE work hours. BRIGANTINE will supply maintenance workers for routine set-up during regular BRIGANTINE hours.
13. Public Works:
  - o The City of Brigantine Public Works Department will be responsible for setting up cones for street closures.
  - o Public works will set up tables and chairs at the finish for the afterparty
  - o Public works will hang the sponsor banners at the Shark Park
  - o Public works will be in charge of delivering bike racks to 25th Street- GWI will be having a volunteer team set up the bike racks. Public works will break down the bike racks at the conclusion of the race, and return them to the community center.

**Commented [RH1]:** The agreement that the City has with Green Whales is for race directing. GWI will perform the duties that the City requires, and will be compensated on a per athlete basis.

**Commented [RH2]:** N/A for this event.

**Commented [RH3]:** N/A for this event.

**Commented [RH4]:** The event takes place on a Saturday, which is outside of regularly scheduled hours. The City of Brigantine will provide trash removal services following the event.

14. GWI is responsible for all costs associated with Triathlon activity outside of the City of BRIGANTINE.

15. GWI will coordinate with BRIGANTINE Police Department, Fire Department and Beach Patrol to determine protection for the users and occupiers of the used premises for the Triathlon, as required by BRIGANTINE.

Commented [RH5]:

16. As the registration fees of the race are being collected by Green Whales, Inc. through the RunSignUp platform the payment schedule to the City of Brigantine for proceeds is as follows:

July 1, 2024: Registration proceeds received by GWI minus incurred and anticipated expenses will be paid to the City of Brigantine.

September 1, 2024: Registration proceeds received between July 2 and August 9, 2024 by GWI minus incurred and anticipated expenses.

October 1, 2024: Final payment to the City of Brigantine by GWI providing all invoices received by vendors. RunSignUp waits up to 45 days from the completion of the race to transfer any "Holdback" funds to cover refunds.

**I WITNESS WHEREOF**, the parties have signed this AGREEMENT on the date hereinabove mentioned:

THE CITY OF BRIGANTINE

\_\_\_\_\_  
City Manager, Tige Platt

GREEN WHALES, INC.

\_\_\_\_\_  
Name: Sari Carroll