

CITY OF BRIGANTINE

RESOLUTION 2024- 87

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH ROCKET POWER FREESTYLE ACADEMY**

WHEREAS, the City seeks to offer a summer skate session at Brigantine Skate Park to create an opportunity for participants to enjoy the skate park even if they do not currently possess the skills or knowledge to do so; and

WHEREAS, this summer programs will increase opportunities for City residents;

WHEREAS, it is necessary to enter an agreement with the vendor to perform these service;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Brigantine, County of Atlantic that the Mayor, City Manager and Clerk be and are hereby authorized to enter into an Agreement with Rocket Power Freestyle Academy of Clarksboro, New Jersey to offer summer skate sessions according to the terms of an Agreement as approved by the City Solicitor.

Certified to be a true copy of a Resolution adopted by the Municipal Council for the City of Brigantine, County of Atlantic and State of New Jersey, on the 1st day of May, 2024.

City of Brigantine

Lynn Sweeney, RMC
Lynn Sweeney, RMC
City Clerk

RECORD VOTE OF COUNCIL ON FINAL PASSAGE

COUNCIL MEMBERS	Y	N	NV	AB
SERA	✓			
RIORDAN	✓			
KANE	✓			
BEW	✓			
LETTIERI	✓			
HANEY	✓			
DeLUCRY	✓			

X-INDICATES VOTE NV=NOT VOTING AB=ABSENT

**AGREEMENT BETWEEN THE CITY OF BRIGANTINE AND ROCKET POWER
FREESTYLE ACADEMY FOR A SUMMER SKATEBOARDING PROGRAM**

This Agreement is effective as the _____ day of _____, 2024, by and between the CITY OF BRIGANTINE, a Municipal Corporation of the State of New Jersey, with offices located at 1417 W. Brigantine Avenue, Brigantine, NJ 08203 (the “City”) and ROCKET POWER FREESYLE ACADEMY, a New Jersey Limited Liability Company located at 119 Berkley Road, Clarksboro, New Jersey, 08020 (the “Academy”), with the City and the Academy collectively referred to as the “Parties”. This Agreement between the Parties is regarding the use of the Brigantine Skate Park (the “Park”) for purposes of a Summer Skateboarding Program (the “Program”) run by the Academy.

ARTICLE I

Relationship, Costs and Responsibilities of the Academy

1.01 Relationship. The Parties agree that this Agreement provides a license to the Academy to utilize the Park for purposes of operating a summer skateboarding program, to be run from June 1, 2024 through October 31, 2024.

1.02 Costs. The Academy agrees to pay the City One Thousand Dollars (\$1,000.00) total for use of the Park for the months of June, July, and August, and Two Hundred and Fifty Dollars (\$250.00) total for the months of September and October. The Academy’s full payment to the City is One Thousand, Two Hundred and Fifty Dollars (\$1,250.00). The Academy’s full payment to the City is due on or before May 15, 2024 by 4pm.

1.03 Responsibilities of the Academy. The Academy shall bear all responsibility in regard to the advertising, management and conduct of the Program. The Academy shall be responsible for any and all financial obligations arising as a result of the Program. The Academy shall perform a full inspection at the Park at the commencement and conclusion of each session and shall immediately report any physical issues at the Park which would create a potentially dangerous condition. The Academy shall report all instances of injury to the City Manager and complete an incident report with the City Police Department for any injury that requires medical attention no matter how minor the injury may seem. The Academy shall ensure that all participants are wearing appropriate protective gear while participating in the Academy’s activities.

ARTICLE II

Term and Location

2.01 Term. The Term of this Agreement permitting the Academy to utilize the Park is for, and limited to, June 1, 2024 through October 31, 2024. The Academy must use the Park during posted operating hours.

2.02 Location. The Park is located at 4100 Bayshore Ave., Brigantine, New Jersey 08203.

ARTICLE III

Indemnification and Insurance

3.01 Indemnification and Hold Harmless. The Academy shall indemnify and hold harmless the City from any and all liability resulting in any way from the Program, including any and all liability resulting from the conduct of participants, as well as any and all injuries of Academy staff, its agents and/or Program participants. Additionally, the Academy shall provide executed waivers in favor of the City prior to the start of participants' use of the Park.

3.02 Insurance. Within 15 days of the Program, the Academy shall procure and maintain comprehensive general liability insurance satisfactory to the City which insurance shall be verified by a Certificate of Insurance provided to the City and naming the City as an additional insured. The minimum amount of coverage per individual shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

ARTICLE IV

Miscellaneous

4.01 No Assignment. This Agreement cannot be assigned by the Academy to any other person or entity without the prior written consent of the City, which consent shall be solely and exclusively in the discretion of the City.

4.02 Governing Law. This Agreement shall be construed in accordance with and be governed in all respects, whether as to validity, construction, capacity, performed or otherwise by the State of New Jersey.

4.03 Notices. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by person delivery in writing, by registered or certified mail, return receipt requested, or by any reputable overnight mail delivery service. Notice shall be made:

TO THE ACADEMY AT:

John Scheurich
Rocket Power Freestyle Academy
119 Berkley Road
Clarksboro, NJ 08020

TO THE CITY AT:

Tige Platt, City Manager
City of Brigantine
1417 W. Brigantine Ave.
Brigantine, NJ 08203

Each party may change the address for notice to such party by giving notice of such change in accordance with the provisions of this Section. Notices may be given by electronic mail if the parties exchange e-mail addresses.

4.04 Descriptive Headings. The headings used throughout this Agreement have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Agreement.

4.05 Binding Effect. This Agreement shall be binding upon and insure to the benefit of and shall be enforceable by the City.

4.06 Severability. Should any part or provision of this Agreement be, at any time, not enforceable or not capable of legal performance, the remaining parts and provisions of this Agreement shall, nonetheless, be enforceable, as though the unenforceable or illegal part or provision did not appear in this Agreement at all. It is the express intent and agreement of all of the Parties hereto that such unenforceable or illegal part or provision be severed from the balance of this Agreement and that the balance of this Agreement be enforceable.

4.07 Entire Agreement. This Agreement consists of the entire agreement between the Parties with respect to use the Park for purposes of the Program and supersedes any prior agreements between them with respect to such engagement.

4.08 Amendment. This Agreement may be amended only by an agreement in writing signed by each of the Parties hereto.

4.09 Preparation of Agreement. The Parties acknowledge that this Agreement was prepared jointly and, therefore, this Agreement is not to be construed on a parity basis between the Parties.

4.10 Force Majeure. Except with respect to the Academy’s obligation to pay costs per Section 1.02, hereunder, neither of the Parties shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, acts of war, terrorism, bioterrorism, and any other cause not reasonably within the control of the Parties and which, by the exercise of due diligence the Parties are unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Rocket Power Freestyle Academy

BY: _____

ATTEST:

CITY OF BRIGANTINE

BY: _____