



**TOWN OF MOREHEAD CITY, N.C.  
RESOLUTION 2021-R-17**

**ENDORING THE NORTH CAROLINA OFFSHORE CHALLENGE FISHING  
TOURNAMENT AND AUTHORIZING ACTION NECESSARY FOR THE EVENT TO BE  
HELD MAY 21-23, 2021 IN DOWNTOWN MOREHEAD CITY**

**WHEREAS**, The North Carolina Offshore Challenge, Inc. shall be responsible for conducting a major fishing tournament event in Morehead City on Saturday, May 22, 2021 and Sunday May 23, 2021. The North Carolina Offshore Challenge, Inc. Fishing Tournament is established to raise money for, and provide year-round fishing opportunities for, honorably discharged veterans. The Town of Morehead City will provide only ancillary services as requested by the North Carolina Offshore Challenge Fishing Tournament; and,

**WHEREAS**, The North Carolina Offshore Challenge, Inc. shall engage participation of sponsors to display around the Otis Landing weigh station area from 12:00 p.m. Friday, May 21, 2021 to Sunday, May 23, 2021 at 9:00 p.m. The captain's meeting and most other events for the North Carolina Offshore Challenge, Inc. fishing tournament are being held at a private facility; and,

**WHEREAS**, The North Carolina Offshore Challenge, Inc. requests the use of the Otis Landing area, 6<sup>th</sup> Street City Docks and boundaries necessary for the use of certain sidewalks within the boundaries of the 6<sup>th</sup> Street City Docks for the location of the weigh-in station for spectators, **and Martin Luther King, Jr. Park for a cookout**; and,

**WHEREAS**, The North Carolina Offshore Challenge, Inc. is not requesting the closure of any streets; and,

**WHEREAS**, The North Carolina Offshore Challenge, Inc. requests to levy such fees as may be necessary to cover those costs associated with the planning, organizing and conducting The North Carolina Offshore Challenge, Inc. and these fees (e.g., registration) shall be in addition to any other City fees of license normally required to cover business activities.

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Morehead City, North Carolina, in regular session that it endorses the organization of North Carolina Offshore Challenge, Inc. Fishing Tournament; and

**BE IT FURTHER RESOLVED**, that the Town of Morehead City, North Carolina authorizes the following:

1. The use of the Otis Landing weigh station area, City Docks located at 6<sup>th</sup> Street and the sidewalks within certain boundaries from 12:00 p.m. Friday, May 21, 2021, to 9:00 p.m. Sunday, May 23, 2021 for the purpose of weigh-ins and vendor displays pending receipt of boat captain consent

letter, and the use of Martin Luther King, Jr. Park from 6:00 p.m. to 9:00 p.m. Saturday, May 22, 2021 for the purpose of hosting a cookout honoring veterans.

2. The North Carolina Offshore Challenge, Inc. is declared an independent entity and is not a part of or connected to the Town of Morehead City and is solely responsible for the planning, organizing, implementing and monitoring of the activities.
3. The North Carolina Offshore Challenge, Inc. is solely responsible in its capacity as an independent entity to see such activities are carried out in compliance with all federal, state, and local laws and regulations, and is carried out in a manner protecting the property rights of citizens and ensuring the safety and well-being of citizens attending the activities.
4. The North Carolina Offshore Challenge, Inc. shall have the authority to assign exhibition and vending space and have final approval in activities or vendors allowed to register.
5. The North Carolina Offshore Challenge, Inc. shall indemnify, reimburse, keep and hold harmless the Town from any liability on account of any kind of harm or injury [including death], damage, or liability whatsoever to persons, firms, corporations, and property arising out of the occupation or use of the Town streets, sidewalks, parks, parking areas, buildings, toilet facilities, docks and any other property, buildings and facilities owned, leased or under the control of the Town within the areas occupied, used or controlled by The North Carolina Offshore Challenge, Inc. or any exhibitor or vendor or invitee or from the sale of all foods, goods, products and beverages during The North Carolina Offshore Challenge, Inc.'s event and also, for any harm, claim or damage which may result directly or indirectly from The North Carolina Offshore Challenge, Inc.'s failure to carry out this agreement, except the Town shall remain liable for any actions due to the negligence of the Town or its employees or due to the intentional wrongdoing of the Town or its employees. In the event that any suit or proceeding is brought against the Town at law or in equity, either independently or jointly with The North Carolina Offshore Challenge, Inc. or either of them, on account of any use or occupation of the Town streets, sidewalks, parks, parking areas, buildings, toilet facilities, docks and any other property, buildings and facilities owned, leased, or otherwise controlled by the Town, The North Carolina Offshore Challenge, Inc. or any vendor, and all foods, goods, products and beverages by any of them, The North Carolina Offshore Challenge, Inc. will defend the Town with total cost accruing to The North Carolina Offshore Challenge, Inc. including all reasonable attorney fees for The North Carolina Offshore Challenge, Inc. and Town. The Town of Morehead City may select Counsel of its own choosing to consult with The North Carolina Offshore Challenge, Inc. attorney and/or participate in the defense of such suit or proceeding. In the event of final judgment or decree being obtained against the Town, either independently or jointly with The North Carolina Offshore Challenge, Inc. or either of them, The North Carolina Offshore Challenge, Inc., to the extent provided herein, shall pay such judgment and all costs or comply with such decree and pay all costs and expense of whatsoever nature, including interest and fines, and hold the Town completely harmless therefrom. The indemnification and hold harmless obligations of the North Carolina Offshore Challenge, Inc. will not be limited in any way by the limits of insurance provided for in the agreement.
6. The North Carolina Offshore Challenge, Inc. shall secure liability insurance effective during the course of the activities. Limits of the policy shall be determined by the City Manager. The kind of insurance required shall include, but not limited to comprehensive general liability, including

personal injury, blanket contracting and non-owned auto. The City shall be named as an additional insured.

7. The Town of Morehead City will be recognized as a host and all advertising will acknowledge this.
8. The North Carolina Offshore Challenge, Inc. shall be held responsible for any damage/loss to City property within the designated event boundaries and shall leave the area used broom clean.
9. The North Carolina Offshore Challenge, Inc. will notify all property owners in the vicinity of the event at least two [2] weeks before the event.
10. The City Manager shall be the liaison person to The North Carolina Offshore Challenge, Inc. and shall determine the scope of ancillary City services to be provided to The North Carolina Offshore Challenge, Inc..

**ADOPTED**, this the 13<sup>th</sup> day of April 2021.

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Gerald A. Jones, Jr., Mayor

Attest:

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Cathy Campbell, City Clerk