



**TOWN OF MOREHEAD CITY  
RESOLUTION 2020-R-37**

**ENDORING NC EAST SPORTS LOOKOUT SHOOTOUT FUN RUN AND GRAND PRIX  
BOAT RACES, AND AUTHORIZING ACTION NECESSARY FOR THE EVENTS  
TO BE HELD SEPTEMBER 12-13, 2020 IN MOREHEAD CITY**

**WHEREAS**, NC East Sports [hereinafter called NCES], a private non-profit organization that desires to promote Morehead City and the surrounding area for tourism in the shoulder season, shall be responsible for conducting a boat Poker FUN Run on September 12, 2020 and the Crystal Coast Grand Prix Boat Race on September 13, 2020, in Morehead City, North Carolina, with the Town of Morehead City providing solely ancillary services as requested by the NCES; and

**WHEREAS**, NCES requests to levy such fees as may be necessary to cover those costs associated with the planning, organizing, and conducting the Lookout Shootout Fun Run and the Crystal Coast Grand Prix, and these fees [e.g., registration] shall be in addition to any other City fees or 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 wholeheartedly endorses the NCES Lookout Shootout Fun Run and Crystal Coast Grand Prix; and

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

1. The temporary closing of 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> Streets and Evans Street between 4<sup>th</sup> and 7<sup>th</sup> Streets from Thursday, September 10, 2020 at 11:00 p.m. through Sunday, September 13, 2020 at 5:00 p.m. The NCES shall be responsible for providing personnel to manage the ingress and egress of both vehicles and pedestrians during the hours of the Festival.
2. The permission to use the City docks located at Jaycee Park at the end of 6<sup>th</sup> and 9<sup>th</sup> Streets for the purpose of boat docking from Thursday September 10, 2020 through Sunday September 13, 2020.
3. The NCES is declared an independent contractor, and is not an employee or agent of the Town of Morehead City and is solely responsible for the planning, organizing, implementing and monitoring of the activities.
4. The NCES is solely responsible in its capacity as an independent contractor 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 insuring the safety and well-being of citizens attending the activities.

5. The NCES 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 NCES or any exhibitor or vendor or invitee or from the sale of all foods, goods, products and beverages during the NCES's event and also, for any harm, claim or damage which may result directly or indirectly from the NCES '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 NCES 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 NCES or any vendor, and all foods, goods, products and beverages by any of them, the NCES will defend the Town with total cost accruing to the NCES including all reasonable attorney fees for the NCES and Town. The Town of Morehead City may select Counsel of its own choosing to consult with the NCES's 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 NCES or either of them, the NCES, 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 NCES will not be limited in any way by the limits of insurance provided for in the agreement.
6. The NCES shall secure liability insurance effective during the course of the activities. The City Manager shall determine limits of the policy. The kind of insurance required shall include, but not limited to comprehensive general liability, including personal injury, blanket contracting and non-owned auto.
7. The NCES shall be held responsible for any damage/loss to City property within the designated event boundaries and shall leave the area used as originally found.
8. The NCES will notify all property owners in the vicinity of the event at least two [2] weeks before the event.
9. The Town of Morehead City will be recognized as a host and all advertising will acknowledge this.
10. The City Manager shall be the liaison person to the NCES and shall determine the scope of ancillary City services to be provided to the NCES.

**ADOPTED**, this the 11<sup>th</sup> day of August 2020.

Attest:

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Cathy Campbell, City Clerk

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Gerald A. Jones, Jr., Mayor