

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION

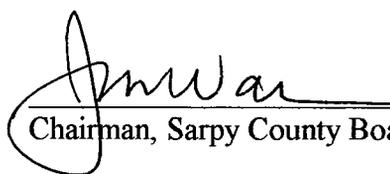
WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, Neb. Rev. Stat. §39-1402 (Reissue 2008) grants to the County Board authority for the improvement, maintenance and general supervision of public roads; and,

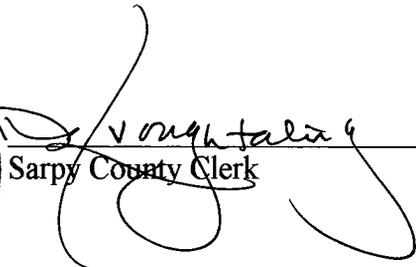
WHEREAS, Neb. Rev. Stat. §39-1359 (2012 Cum. Supp.) allows for the temporary use of a state highway, and Rollin' Plains Motorcycle Club of Omaha, Inc. has requested that Sarpy County request such temporary use, and an agreement has been proposed to that end.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the Agreement with Rollin' Plains Motorcycle Club of Omaha, Inc., a copy of which is attached hereto, is hereby approved, and the Chair and Clerk are authorized to sign the same.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 7th day of May, 2013.


Chairman, Sarpy County Board




Sarpy County Clerk

AGREEMENT

THIS AGREEMENT is made and entered into on the last date below written, by and between the County of Sarpy, Nebraska, a body corporate and politic (hereinafter the "County"), and Rollin Plains Motorcycle Club Of Omaha, Inc., a Nebraska nonprofit corporation (hereinafter "Rollin Plains").

WITNESSETH:

WHEREAS, Rollin Plains is desiring to conduct an event known as the "Yellow Ribbon Run," a portion of which will occur on Nebraska State Highways within the Sarpy County but outside the corporate limits of any city (hereinafter the "Event"); and

WHEREAS, State law and the Nebraska Department of Roads require certain County actions in order to use State highways for the Event; and

WHEREAS, the parties desire to hereby set forth in writing their agreements, understandings, and responsibilities regarding the Event and its operations within Sarpy County but outside of the corporate limits of any city.

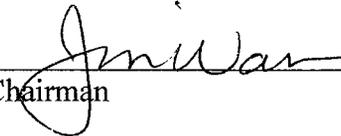
NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter set forth, it is agreed as follows:

1. The Event is not sponsored or co-sponsored by the County and the County shall have no responsibilities for the Event, its operations, cleanup, the barricading of streets or street intersections, required street closing/detour/warning signs, traffic control, personnel, police or law enforcement escort services, or emergency rescue services. The Event instead is solely sponsored by Rollin Plains, and Rollin Plains shall be solely responsible for the Event and any and all matters associated with the Event, including, but not limited to, operations and cleanup, resulting from the acts or omissions of the County and its employees, personnel, agents, officers, and elected officials
2. No street or street intersections shall be blocked or barricaded in conjunction with the Event, and Rollin Plains shall provide the County with proof of in force liability insurance for the Event which designates the County as an additional insured.

3. Rollin Plains shall indemnify and hold the County and its employees, personnel, agents, officers, and elected officials harmless from any and all liabilities, claims, damages, personal injuries or deaths, property damage, causes, causes of action, litigation, lawsuits, costs, expenses, attorney fees, and the duties, indemnification, defense, and hold harmless obligations imposed upon the County pursuant to Neb. Rev. Stat. § 39-1359(2) (Cum. Supp. 2012), excluding however any and all liabilities, claims, damages, personal injuries or deaths, property damage, causes, causes of action, litigation, lawsuits, costs, expenses, and attorney fees resulting from the acts or omissions of the County and its employees, personnel, agents, officers and elected officials.
4. No partnership or joint entity among the parties shall be deemed created by virtue of this Agreement. The undersigned acknowledge that they are duly authorized by their respective organization to execute this Agreement.

COUNTY OF SARPY, NEBRASKA

Dated: 5-7-13

By: 
Chairman

ROLLIN PLAINS MOTORCYCLE CLUB OF
OMAHA, INC., a Nebraska nonprofit corporation

Dated: 5/5/13

By: 
David Griger, President