

## DURHAM COUNTY MEMORIAL STADIUM AUTHORITY

(Minutes of the September 23, 2010 Special Call Meeting)

The Durham County Memorial Stadium Authority (the "Authority") convened at 12:30 on Wednesday, September 23, 2010 at the Durham County Court House (old) in Durham, North Carolina, pursuant to notice for a Special Call Meeting.

Members present included Chairman Tommy Hunt; Vice Chairman Willie Bradshaw; Dan Moushon; Becky Heron; and the undersigned as Secretary. Also present were Motiryo Keambiroiro, Director of General Services and Stadium Manager (the "Director"); Deborah Booth, Administrative Officer; Ray Ellis, Ground Maintenance Supervisor; and Carol Hamlett, Assistant County Attorney. Also present were Frank Davis, Jeff Hill representing the Northern High Booster's Club; Mike Ruffin, Durham County Manager; Windell Davis, Assistant Durham County Manager; Larry McDonald, Wade Copeland, Will Copeland, and Walter Parker.

At this Special Meeting only the matters appearing on the agenda were considered.

The agenda items were considered as follows:

### **Concession/ Catering Agreement.**

The Director handed a statement to each member of the Authority stating the background of the concession consideration. The Director's statement will not be restated here but is attached hereto, as Exhibit 1. The reference in the Director's statement (paragraph 3) with reference to Earl Wade Copeland and Shep's Catering was clarified by Chairman Hunt who stated that he had spoken with Mr. Copeland and his son Will prior to the meeting at which time the Copelands stated that they do not wish to be considered further as the undertaking was larger than they were capable of handling.

The County Attorney who prepared the proposed contract with the Northern High School Booster's Club went over the document paragraph by paragraph at which time certain amendments were added.

On motion unanimously approved by the Authority the Concession Contract, as amended, attached hereto as Exhibit 2, was approved for signature of the parties involved.

### **Athletic Safety Requirements.**

The Director presented a statement listing "NCAA" safety requirements for athletic facilities such as the stadium, entitled, Durham County Memorial Stadium Emergency Plan. As Chairman Hunt noted these rules emanate from the Federation of High School and not the NCAA. Chairman Hunt requested that this correction be noted.

On motion the athletic safety requirements (Exhibit 3) entitled Durham County Memorial Stadium Emergency Plan was approved to be published to each lessee of the stadium for any athletic event, and posted permanently at the stadium.

### **CPI.**

The Director noted that with the completion of the renovation project, there were three issues that

were not funded to wit, (1) paving and drainage system for the roadway, north and south parking lots, (2) marquee, and (3) additional equipment that will allow for cooking in the concession areas. The Director requested Authority to submit CPI proposals for these 3 matters for the 2012/2021 CPI.

On motion the Director was authorized to proceed with the submission for approval of these proposals.

**Public Use of the Stadium.**

This agenda item initiated considerable comment, particularly with reference to the use of the new track which through misuse and abuse could result in major and expensive repairs. With the county's huge investment in these facilities it was felt that careful thought be given to rules and procedures designed for protecting the stadium facilities from such damage. This matter was delayed until the next regular meeting for further consideration.

**Stadium Lease Agreement.**

The Director proposed to authorize the Stadium Manager (to be employed) to negotiate "individual contract for signature and approval."

The discussion indicated that it was the sense of the Authority to follow existing policy whereby when parties request use of the stadium the request would be brought to the attention of the Authority at a regular meeting where the use would be considered as to the availability of the stadium for that particular date, the nature and impact of the proposed use, and any other circumstances surrounding the use. The Authority will then vote "approval", or "approval with conditions", or "denial." A contract would be prepared by the County Attorney's Office, and signed by the Chair or Vice Chair of the Authority.

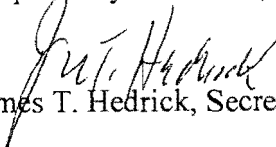
On motion this procedure was continued.

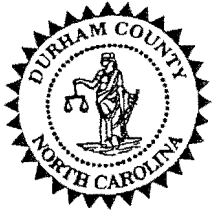
**Interview Date for Stadium Manager Candidates.**

The Director announced that only two viable candidates remain for interviews. It was determined that these two candidates would be available for interviews by the full Authority, on October 19, 2010, commencing at 10am and concluding at 1pm. The interviews will be held at the Administrative Building, BOCC 2<sup>nd</sup> Floor Old Durham County Courthouse.

There being no further business, this Special Call Meeting was adjourned.

Respectfully submitted,

  
James T. Hedrick, Secretary



## DURHAM COUNTY MEMORIAL STADIUM Agenda Action Form

### ITEM: Concessions

**DATE OF STADIUM AUTHORITY MEETING: Special Call Meeting September 23, 2010**

**BACKGROUND:** June 23, 2010 the Authority had anticipated responses from the Request for Proposals No 10-030 for Food and Beverage Concession Services at the Durham County Memorial Stadium. The intent was to have a single provider of services that would provide prepackaged food for sale at the events scheduled. The resultant was that no bids were received. Stadium Manager contacted purchasing to ask for next steps and was told that we could begin negotiating directly for these services. Ultimately no terms could be reached with a major provider of concession services due to the management service cost that ranged from \$50,000 to \$40,000 that was being requested.

The County Manager interceded and began discussion with Northern Booster Club recognizing that concessions needed to be provided September 3, 2010. A temporary agreement was reached that Northern Booster Club would provide concessions for first three events on the schedule. Due to the lack of an indemnity agreement the Boosters were unable to furnish concession for the Durham Firebirds on September 11<sup>th</sup>. General Service's staff took on this responsibility temporarily. Since then Northern Boosters has provided an indemnity agreement that would waive any liability for sanctioned events. The contractual agreement has been prepared by Stadium Authority Attorney that would require a \$3000.00 flat rate payment and 12.5% of net sales.

With the grand opening of the facility the interest of running the concessions has spurred interest by parties that were previously not interested (i.e. Aramark) and private individuals (i.e. Earl Wade Copeland & Step's Super Catering). The Board might reconsider renting out each of the concession stands to allow more choices of food offerings.

**REQUEST FOR BOARD ACTION:** Authorize Stadium Manager to negotiate individual contracts for concession sites and approved Northern Boosters to provide concessions for 2010 season

**RESOURCE PERSON(S):** Motiryo Keambiroiro, Stadium Manager/Gen Ser Director;  
Deborah Booth, General Services Administrative Officer II.

**STADIUM MANAGER'S RECOMMENDATION:** Recommends the Authority to authorize the Stadium Manager to negotiate individual contracts for concession sites and approve Northern Boosters' concession contract for 2010 season.

INDEMNITY AGREEMENT

The undersigned, in consideration of the right and privilege to provide concession services at the Durham County Memorial Stadium for Northern High School sanctioned events, do jointly and severally agree to indemnify and save harmless The Durham County Memorial Stadium Authority and the County of Durham ("Indemnitees") and their successors and assigns, from any claim, action, liability, loss, damage or suit, including but not limited to food borne illness or death arising from the concession services provided by the undersigned, its agents, licensees and employees at the Stadium.

In the event of any asserted claim, the Indemnitees shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend, protect and save harmless Indemnitees against said claim or any loss or liability thereunder.

In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnitees shall have full rights to defend, pay or settle said claim on their behalf without notice to the undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

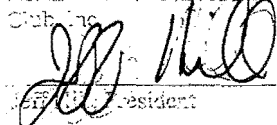
From default, the undersigned further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

This agreement shall be unlimited as to amount or duration. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

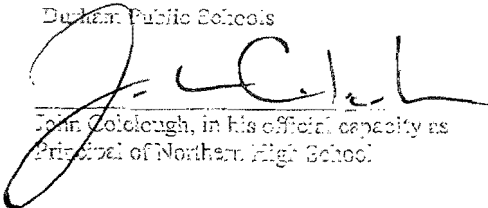
By execution hereof, the persons signing below certifies that they have read this indemnity agreement and that they are duly authorized to execute this indemnity agreement on behalf of their respective parties.

Signed this 15<sup>th</sup> day of September, 2010.

Northern High School Booster  
Club, Inc.

  
Jeff Hill, President

Durham Public Schools

  
John Coleclough, in his official capacity as  
Principal of Northern High School

Motiryo Keambiroiro  
Director of General Services  
Durham County

Dear Ms. Keambiroiro

Enclosed is a copy of a proposal for the Food and Beverage Concession services at the Durham Memorial Stadium.

I have taken the liberty to return to you a proposal created from the my 20 years of experience working at the County Stadium with my son as the Concession Manager. This draft is based on running the concessions on a percentage basis.

Thank you,

Earl Wade Copeland

William W. Copeland  
2835 Herring Blvd  
Durham NC 27704  
(919)

1. County buy stock
2. Account for sales & food losses
3. Supply equipment
4. Depend on Coke for signage
5. Sales personnel. Booster Club & 561 C-3

## **CONCESSION MANAGER**

My son and I have reviewed the RFP for the Food and Beverage Concession services Contractor at the Durham Memorial Stadium, and may have encountered some of the same apprehension as some of the other bidders.

The profit margins would be so sparse after factoring in the rental fee, the event fee, Price control, product control, the "living wage" requirement, the property insurance, the health insurance, and the personal injury insurance. Given these factors no contractor could agree to a Flat monthly fee and flat rate event fee. The RFP as it stands now no person or company would place a reasonable bid.

### **MAIN CONCERNS**

#### **COUNTY CONTROL OF PRICES**

The demands on the concessionaire manager requiring Him or Her to follow a price mandate would be impossible to stick too. In Any business the price is dictated by demand and popularity of the items being sold.

#### **CONTROL OF ITEMS BEING SOLD**

Suppose one commissioner likes root beer and wants it put on the menu. So the CM goes out and buys \$20 worth of root beer, and that commissioner only comes to 2 events and drinks \$2.00 worth root beers. The CM would be stuck with \$18.00 worth of root beer he or she would have to eat (in terms of dollars wasted). The same goes for any specialty item the commissioners might want added to the concessions menu. example: The Subway Sub shop in the bottom of the old court house is not mandating what Subway has to charge for a foot long sub nor are they telling them what they have to put on their menu.

#### **DOUBLE CHARGING THE CONCESSIONAIRE**

The RFP has a monthly fee and another fee for each separate event. How could a contractor possible determined a flat rate price for each individual event in the Stadium, not knowing how many people might attend the event? Also there is nothing in the RFP about the cancellation of a event. Would the contractor still pay a "event fees"?

#### **CONCESSION MANAGER AND SALES STAFF ON COMMISSION**

The 6 years that I served as the Concession Manager at the Durham County Stadium we operated on a commission basis. The sales staff were usually made up of a volunteer group such as a school's Booster clubs, civic clubs, band boosters, athletic boosters. and they would worked on the same commission basis.

After I retired from Durham County in 1980 I continued on as the stadium's concession manager until 1986 working with the same volunteer groups on that same commission basis. I and The sales staff (volunteer groups) were paid our % percent at the same time.

#### **BEGINNING EACH YEAR**

The Director of General Services would provide me with a schedule of events at the stadium for that year. I then would meet with leaders of the Booster clubs, school groups, etc. and any other nonprofit who had expressed desires to work. There was seldom an occasions where the volunteers did not show. Before any event began the Group's leader and I would meet. They would be given a schedule and were told the commission % the county would be giving them.

#### **BEFORE EVERY EVENT**

I and my son would setting up the product for sale from the stockroom. The Group's leader and I together would count every item available for sale, including every beverage cups, agree on the totals and make individual records of the count.

#### **DURING EVERY EVENT**

No one had access to the key to the stockroom but myself and my son, No one other than myself and my son could enter the stockroom. If additional stock was needed me or my son would remove the stock from the stockroom and bring it to the counting table where me or my son and the leader would count the items and revise our records. Any Damaged or returned items were stored and counted at the end of the event and recorded.

## **AFTER EACH EVENT**

After each event The group's leader and myself or my son would count the remaining items. We'd subtract that count from the original count to determine how many of what items were sold. We'd then count the item that were damaged or returned and factor those numbers into the final counts. The item then were multiplied by there sale price and when a summery of all the item were totaled we would compare that to the cash on hand less the cash used to make change. The cash then would be counted while the group's leader watched, and then my son or I would watch the group's leader while they did their recount. After the the totals were compared the group's leader and I both prepared separate reports and signed each others copies. Multiple copies of the report would be created for ours and the volunteer group's records. The Group Leader had a copy to presented to their treasury secretary. Our copies were made for our personal records and for the Counties records. A deposit slip would be filled out to the County of Durham with the reports of items sold. Then the money, the report, and deposit slip wound be locked into a deposit bag. The Deposit bag then would then be deposited in the County's designated bank's night deposit box for protection and accountability.

## **PURCHASING ADDITIONAL STOCK**

Another duty of the Concession's Manager was to obtain Purchase Orders from the County's Purchasing department to replenish the items sold during an event. All Items purchased were pre-approved by the County manager and Purchasing department.

## **SUMMARY**

1. There are a unlimited number of honest, trustworthy, respectable, people, who are available to volunteer their time on a commission basis to benefit their non-profit group.  
who are willing to give their time to help there intentions of raising funds for their cause.
2. The prior county procedures continues to keeps the county in total control without contracts. You may replace a volunteer manager without causing any legal squabbles in court. Another example: In this bad economy a contractor who may need to forfeit their stadium position because they have been called back to their original high paying positions with health benefits and he can't leave because of your contract.
3. A Durham County loved it because most of every sale goes to them
4. If the county will agreed to this plan. I can almost assure that I could have one stand on the home and visitors sides open by Sept. 14.

**Note:** I have labored to illustrate that a volunteer manager, using volunteer labor force from non-profits that are well managed have been well received by both the Durham Community and the County of Durham Government and Commissioners in the past.

It is my opinion a Concession Manager who follows the same plan, will make the County, the Non-profits happy and the County Stadium's Concessions successful.

Thank you,  
Earl Wade Copeland  
2835 Herring Blvd  
Durham, NC 27704  
Home: 919-220-6421  
Cell: 919-636-1388  
Email: ewcnnc@gmail.com  
August 30, 2010



# DURHAM COUNTY MEMORIAL STADIUM

## Agenda Action Form

**ITEM: Athletic Safety Requirements**

**DATE OF STADIUM AUTHORITY MEETING: Special Call Meeting September 23, 2010**

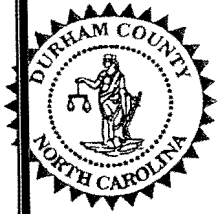
**BACKGROUND:** According to NCAA rules the schools and athletic programs must have the facilities Athletic Safety Requirements on file. The Stadium Manager has prepare athletic safety requirements in accordance with the standards that meet NCAA rules. The Athletic Director for Durham Public Schools has received copy of the draft and has not offered any recommended changes.

**REQUEST FOR BOARD ACTION:** Authorize Stadium Manager to enact the Athletic safety requirements and publish them with each lessee of the stadium who has an athletic event

**RESOURCE PERSON(S):** Motiryo Keambiroiro, Stadium Manager/Gen Ser Director,;

**STADIUM MANAGER'S RECOMMENDATION:** Recommends the Authority to authorize the stadium Manager to enact the Athletic safety requirements and publish them with each lessee of the stadium who has an athletic event

		Motion	Yes	No
<ul style="list-style-type: none"> <li>) Approved</li> <li>) Denied</li> </ul>	Hunt Bradshaw Hedrick Heron Moushon	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____



# Durham County Memorial Stadium Emergency Plan

## Introduction

It is the expectation that each team that is leasing or playing at Durham County Memorial Stadium will make themselves familiar with this plan.

Emergency situations may arise at anytime during athletic events. Expedient actions must be taken in order to provide the best possible care to the athletes and viewing public of emergency and or life threatening conditions. The development and implementation of an emergency plan will help ensure that the best care will be provided.

Athletic organizations have a duty to develop an emergency plan that may be implemented immediately when necessary and to provide appropriate standards of health care to all sports participants. **The Durham County Memorial Stadium requires the lessee and opposing team of the event to provide health care personnel for athletes care.** As athletic injuries may occur at any time and during any activity, the sports medicine team of the lessee and the opposing team must be prepared. This preparation involves formulation of an emergency plan, proper coverage of events, maintenance of appropriate emergency equipment and supplies, utilization of appropriate emergency medical equipment and supplies, utilization of appropriate emergency medical personnel, and continuing education in the area of emergency medicine.

## Emergency System

**First Responder:** Durham County Memorial Stadium (DCMS) requires each team to have a first responder which would typically be a member of the sports medicine staff of the school. This individual should be a certified athletic trainer. The first responder in some instances may be a coach or other training staff that must be certified in cardiopulmonary resuscitation (CPR), first aid, prevention of disease transmission and emergency plan review is required for all athletics personnel associated with practices, competitions, skills, instruction, and strength/conditioning that may be conducted at the DCMS or the practice fields.

**Medical care:** DCMS request that teams identify the most qualified certified medical personnel to the Stadium Manager and Field personnel the safety of the athletes are of primary importance.

**Equipment Retrieval:** Durham County General Services Field staff personnel will assist in acquiring specific equipment that is housed at the stadium should it be needed. Visiting and home teams should have designated personnel for emergency stretcher and equipment that may be required for injured player.

**EMS:** As soon as is deemed necessary calls should be made to 911 for emergency evacuation of the player(s). Ambulance entrance is on the west side double gates to the field. Activating the EMS system may be done by anyone on the team. However, the person chosen for this duty should be someone calm under pressure and who communicates well over the telephone or Nextel. Durham County Grounds personnel have Nextel push to talk devices. Sheriff/Police personnel have direct connections to 911 dispatch and maybe requested for assistance.

**Emergency Access:** Durham County Grounds personnel will be stationed at the east gate to allow emergency vehicles to access the stadium grounds. This station will be manned throughout the event.

**Information to be provided: If an individual needs medical transportation make sure the following information is available to the 911 operator.**

1. Name, address location (750 Stadium Drive), your telephone number
2. Number of athlete(s) injured
3. Condition of the athlete(s) (i.e. conscience, unconscious, bleeding, etc.)
4. First aid treatment initiated by first responder
5. Directions to come the EAST GATE OF DURHAM COUNTY MEMORIAL STADIUM

## 6. Other information that might be requested by the dispatcher

**Emergency Communication:** Communication is the key to quick delivery of emergency care in athletic trauma situations. Athletic trainers and emergency medical personnel must work together to provide the best possible care to injured athletes, or field personnel. Communications prior to the event with DCMS personnel (stadium manager and grounds supervisor), field official, and the opposing team is a good way to establish boundaries and to build rapport between all the parties. Normally emergency transportation will have to be dispatched to the stadium ensure that a member of your team has access to a phone. The phones within the DCMS have been noted below:

<u>Room Number</u>	<u>Description</u>	<u>Telephone Number</u>
S102	Southside Home Locker Room	8962
S106	Southside Concessions	8964
S112	Southside Visitor Locker room	8965
S114	Southside Officials	8963
S116	Southside Concessions	8967
S118	Southside First Aid	8966
S121	Southside Concessions	8968
S201	Managers Office	8957
S301	Home team box	8850
S302	VIP box	8969
S308	Video deck	8958
S309	Scoring Box	8959
S311	Media Box	8960
S312	Visiting Team Box	8961
N102	Northside Concessions	8972
N107	Northside First Aid	8970

**Evacuation of Stadium:** If a fire alarm is sounding it will be necessary to evacuate the stadium in accordance with Fire Marshal requirements. For players on the field there are double gates on the east and west sides of the stadium. Teams, coaches, field personnel should exit the field in an orderly fashion and meet a minimum of 50 feet away in the adjacent parking lots. Teams should wait for the fire department to sound an all clear before returning to the facility. Spectators in the North or South bleacher areas should exit out of the vomitories and go through the gates out into the parking lot, the gates should have panic hardware to allow easy access out of the facility. Spectators should proceed to the designated parking lot or grassed area that is a minimum of 50' from stadium buildings. Handicapped spectators will be able to take the same route as spectators. Handicapped individuals that are seated in the mezzanine level there is an emergency call button by the elevator should this be out of service for the fire. (Note plan ES-02.1)

**First Aid Stations:** First aid stations are located on both the north and south side concourses. These facilities when required will have rest area, seat, and minor first aid equipment and assistance for the spectators. (Note locations on plan ES-02.2)



## DURHAM COUNTY MEMORIAL STADIUM Agenda Action Form

**ITEM:** CIP

**DATE OF STADIUM AUTHORITY MEETING:** Special Meeting September 23, 2010

**BACKGROUND:** The County is in the process of beginning CIP for 2012 – 2021. Finance has given the staff the month of September to provide projects for the plan. Though we have a beautiful stadium there were 3 issues that were not funded. This includes paving and drainage system for the roadway, north and south parking lots, marquee and additional equipment that would allow cooking in the concession areas.

**REQUEST FOR BOARD ACTION:** Authorize Stadium Manager to submit CIP proposal for all three or any combination of items the Authority deems for the 2012-2021 CIP.

**RESOURCE PERSON(S):** Motiryo Keambiroiro, Stadium Manager/Gen Ser Director

**STADIUM MANAGER'S RECOMMENDATION:** Recommends the Authority to authorize the Stadium Manager to submit CIP proposal for all three or any combination of items the Authority deems for the 2012-2021 CIP.

		Motion	Yes	No
<input type="checkbox"/> Approved	Hunt	_____	_____	_____
<input type="checkbox"/> Denied	Bradshaw	_____	_____	_____
	Hedrick	_____	_____	_____
	Heron	_____	_____	_____
	Moushon	_____	_____	_____



## DURHAM COUNTY MEMORIAL STADIUM Agenda Action Form

**ITEM: Public Use of the Stadium**

**DATE OF STADIUM AUTHORITY MEETING: Special Meeting September 23, 2010**

**BACKGROUND:** The staff has received numerous calls regarding the public use of the stadium for walking or jogging during the week and weekends. There have also been quires regarding operational hours for use of the locker room in conjunction with the track use for changing to attend work.

Presently, there is no full time staff that is located at the stadium. Hopefully in the near future the Stadium Manager will be on site. Staff responds to the stadium leases only and presently we are using overtime to fill the needs of the lease agreements.

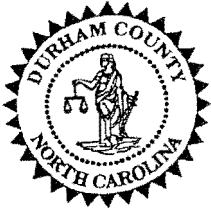
Should the Authority wish to provide this service to the community staff would recommend a membership charge for the use of the facility, monthly rate of \$30 which is similar to other gym facilities to defray, utility and attendant cost, also that the service be made available after 60 days of the new Stadium Manager's start date.

**REQUEST FOR BOARD ACTION:** Provide direction to Stadium Manager on the public use of the facility.

**RESOURCE PERSON(S):** Motiryo Keambiroiro, Stadium Manager/Gen Ser Director;  
Deborah Booth, General Services Administrative Officer II.

**STADIUM MANAGER'S RECOMMENDATION:** Provide direction to Stadium Manager on the public use of the facility.

		Motion	Yes	No
<input type="checkbox"/> Approved	Hunt	_____	_____	_____
<input type="checkbox"/> Denied	Bradshaw	_____	_____	_____
	Hedrick	_____	_____	_____
	Heron	_____	_____	_____
	Moushon	_____	_____	_____



# DURHAM COUNTY MEMORIAL STADIUM Agenda Action Form

**ITEM: Stadium Lease Agreement**

**DATE OF STADIUM AUTHORITY MEETING: Special Call Meeting September 23, 2010**

**BACKGROUND:** Chapter 734 H.B. 977

*AN ACT AUTHORIZING THE APPONTMENT OF AN AUTHORITY TO CONTROL THE MANAGEMENT OF A MEMORIAL STADIUM TO BE ERECTED BY DURHAM COUNTY.*

It stipulates the following:

“The authority shall appoint a manager for said stadium properties who salary shall be approved by the Board of Commissioners. Such manager shall, in addition to other duties imposed upon him by the authority be responsible for the collection of rents or fees for the use of the properties and facilities of the stadium. The authority shall appoint such other personnel as it deems advisable.”

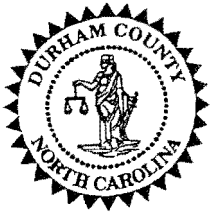
This would help to expedite lease arrangements and payment

**REQUEST FOR BOARD ACTION:** Authorize Stadium Manager to negotiate individual contracts for signature and approval.

**RESOURCE PERSON(S):** Motiryo Keambiroiro, Stadium Manager/Gen Ser Director;  
Deborah Booth, General Services Administrative Officer II.

**STADIUM MANAGER’S RECOMMENDATION:** Recommends the Authority to continue to having the Stadium Manager to be signature of rental agreements.

		Motion	Yes	No
<input type="checkbox"/> Approved	Hunt	_____	_____	_____
<input type="checkbox"/> Denied	Bradshaw	_____	_____	_____
	Hedrick	_____	_____	_____
	Heron	_____	_____	_____
	Moushon	_____	_____	_____



## DURHAM COUNTY MEMORIAL STADIUM Agenda Action Form

**ITEM: Interview date for Stadium Manager Candidates**

**DATE OF STADIUM AUTHORITY MEETING: Special Meeting September 23, 2010**

**BACKGROUND:** The BoCC has passed in the 2010—2011 budget to hire a Stadium Manager as a full time position. The Authority has approved of the position description questionnaire and job description with an emphasis on marketing and operation of the stadium. The position was advertised for a period of 2 weeks in August with 10 respondents. Authority members Bradshaw and Moushon along with Motiryo narrowed the field to 5 candidates. Telephone interviews were conducted by Human Resources Charlene Wilkins, Deputy County Manager Wendell Davis and Director Motiryo Keambiroiro, this process has 2 viable candidates for face to face interviews.

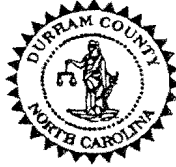
The original date for the interviews was set for September 30, 2010 but due to schedule conflicts this has been postponed. The new date has been set for October 19, 2010 with interviews starting at 10 a.m. – 1 p.m.

**REQUEST FOR BOARD ACTION:** Authorize Stadium Manager interviews to be held October 19, 2010 and designate advertisement of a Special Meeting.

**RESOURCE PERSON(S):** Motiryo Keambiroiro, Stadium Manager/Gen Ser Director; Deborah Booth, General Services Administrative Officer II.

**STADIUM MANAGER'S RECOMMENDATION:** Recommends the Authority to authorize the Stadium Manager interviews to be held October 19, 2010 and designate advertisement of a Special Meeting.

		Motion	Yes	No
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Hunt Bradshaw Hedrick Heron Moushon	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____



## DURHAM COUNTY MEMORIAL STADIUM CONCESSION CONTRACT

This Contract is entered into this the 3<sup>rd</sup> day of September, 2010 between the DURHAM COUNTY MEMORIAL STADIUM AUTHORITY, hereinafter the "AUTHORITY", and NORTHERN HIGH SCHOOL BOOSTER CLUB, INC., hereinafter the "CONCESSIONAIRE", for the provision of concession services at the Durham County Memorial Stadium, located at 402 Stadium Drive, Durham NC 27704, hereinafter the "STADIUM".

WHEREAS, the AUTHORITY has a need for a vendor to provide concession services from time to time at the Stadium; and

WHEREAS, CONCESSIONAIRE is willing and able to provide concessions services at the Stadium in order to generate revenue for Northern High School, which services are provided as a sanctioned activity of Northern High School.

NOW THEREFORE, for and in consideration of the mutual promises and conditions herein, and in recognition of the CONCESSIONAIRE'S role as an independent contractor and not an employee of Durham County, CONCESSIONAIRE and the AUTHORITY agree as follows:

### 1. DUTIES OF THE CONCESSIONAIRE:

- A. CONCESSIONAIRE shall provide all food and drink equipment, supplies, items and articles necessary for the provision of concession sales at the Stadium, subject to sec. 3 below, at the Stadium Events listed on Ex. A, attached hereto and incorporated herein. Ex. A shall be subject to change from time to time by the Stadium Manager with reasonable notice to the CONCESSIONAIRE.
- B. CONCESSIONAIRE shall provide and maintain the necessary inventory required to satisfy the public demand at Stadium Events. All such products sold or kept for sale by the CONCESSIONAIRE shall be first class in quality and conform to the Federal, State and county laws, ordinances and regulations in all respects.
- C. CONCESSIONAIRE shall not offer for sale any misbranded or impure products. **Glass containers are strictly prohibited at the Stadium.** All food items shall be stored and handled with due regard for sanitation.
- D. CONCESSIONAIRE shall submit to the AUTHORITY, or its designee, for approval a general listing of all products to be offered for sale during the term of this contract, which list may be amended from time to time with the approval of the AUTHORITY. This listing shall also include estimated price ranges of each product to be offered for sale. The CONCESSIONAIRE shall notify the AUTHORITY, or its designee, in writing of any proposed price changes during the term of the contract.
- E. CONCESSIONAIRE shall not sell or distribute alcoholic beverages including beer, wine and spirituous liquors and/or tobacco products at the Stadium.

- F. CONCESSIONAIRE shall ensure that the concession stands are adequately and appropriately staffed at all times and shall provide the AUTHORITY a complete listing of those persons operating sales, serving food or volunteering in any capacity in concession services provided hereunder. Such list shall be provided prior or immediately following each Event.
- G. CONCESSIONAIRE shall ensure that all employees and volunteers maintain appropriate attire, including shirts, hats, etc. identifying each worker as an employee or volunteer of the CONCESSIONAIRE.
- H. CONCESSIONAIRE shall abide by all local, state, federal, county and Health Department rules, regulations, instructions and ordinances.
- I. CONCESSIONAIRE shall hold a valid permit from the DURHAM COUNTY HEALTH DEPARTMENT if food and/or beverages requiring such a permit are to be sold, and shall present the permit when applying for a concessions/vending contract. Health Department permits are required for a Push Cart or Mobile Food Units. All vendors must have their set-up plans approved by the Health Department before a permit can be issued.
- J. CONCESSIONAIRE shall display the official, certified Durham County Health Department permit, if applicable, in full view of the public at all times during operation.
- K. CONCESSIONAIRE shall display a price list of goods sold in full view of the public at all times during the operation.
- L. CONCESSIONAIRE agrees to pay the Department:  
Three thousand (\$3,000) annual flat fee, and  
12.5% of gross sales at Stadium Events.
- M. All payments are due on at the conclusion of all Stadium Events. The CONCESSIONAIRE shall also submit a gross sales report with all payments.
  - 1) Checks for Gross Sales should be made payable to Durham County.
- N. CONCESSIONAIRE shall not sublease or transfer this contract or any portion thereof to any other party.
- O. CONCESSIONAIRE shall ensure that it, its agents, employees and volunteers comply with all rules and regulations posted at the Stadium and/or set forth in this Agreement or otherwise provided to CONCESSIONAIRE by the AUTHORITY.
- P. CONCESSIONAIRE shall clean all concession areas of the Stadium after each use.

## 2. INDEMNIFICATION AND INSURANCE

- A. CONCESSIONAIRE shall indemnify and save harmless the AUTHORITY and the County of Durham, its agents and employees and assigns from and against all losses, costs, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered under this contract.

- E. AUTHORITY reserves the right to allow free promotional giveaways, events sponsored by the AUTHORITY and any partner (s), non-profit events and other special events at the Stadium which may or may not preclude the CONCESSIONAIRE from vending during such events. AUTHORITY will provide CONCESSIONAIRE advance notice of all events and CONCESSIONAIRE shall not receive any payment from such events.
- F. AUTHORITY shall not liable be liable for any losses incurred by the CONCESSIONAIRE during the term of this contract.
- G. The AUTHORITY reserves the right to require proof on non-profit designation.

#### 4. TERM OF THE CONTRACT

The term of this contract shall be in effect as of the date as first written above through \_\_\_\_\_.

#### 5. TERMINATION

The AUTHORITY reserves the right to terminate this contract immediately and for any reason (including non-payment) AUTHORITY deems necessary by giving written notice to the CONCESSIONAIRE. CONCESSIONAIRE will immediately, upon receipt of a notification of cancellation, remove only CONCESSIONAIRE-owned operating equipment, materials and supplies and vacate the Stadium. CONCESSIONAIRE is liable for payment for any damages to the Stadium or removal of County-owned equipment.

The AUTHORITY reserves the right to terminate this contract immediately if (i) applicable Health Department inspection scores fall below 95% at any time during the term of this contract or (ii) concession services are operated under conditions that will result in an immediate suspension or revocation or intent to suspend or revoke the operational health permit.

The AUTHORITY also reserves the right to terminate this contract immediately for repeat violations for improper food temperatures, improper food handling, poor handwashing, chemicals to close to food, improper dishwashing and sanitizing.

#### CONDUCTING SALES ON COUNTY PROPERTY IS A PRIVILEGE

By signing this document, the CONCESSIONAIRE acknowledges and understands that this contract can be terminated immediately for any reason including the following:

- A. Failure to submit sales revenues, monthly sales report and submit proper commission percentage to County within the required time frame.
- B. Inaccurate (intentional or otherwise) revenue reporting.
- C. Quality of goods, condition of equipment, appearance of employees/volunteers, or any other factor whatsoever which does not represent the AUTHORITY in the highest manner.
- D. Failure to properly service any assigned event and.
- E. Failure to remove any trash associated with sales on Stadium property including trash which may have been inappropriately placed by customers.
- F. Sales of any item where the customer is given a glass container.
- G. CONCESSIONAIRE damages grass or other public property.
- H. Expired or inadequate insurance.
- I. Failure to comply with any health and/or safety law, rule, regulation, or instruction.
- J. Failure to comply with any Durham County rule, regulation, or instruction.

- B. CONCESSIONAIRE shall provide and maintain at its own expense during the term of this contract the following insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the AUTHORITY and evidence of such coverage satisfactory to the AUTHORITY shall be delivered to the AUTHORITY or before the effective date of this contract. The AUTHORITY is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance.

1. Commercial General Liability: Bodily injury and property damage liability as shall protect the CONCESSIONAIRE and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this whether such operations are performed by the CONCESSIONAIRE, any subcontractor or anyone directly or indirectly working/volunteering for either. The amounts of such insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) bodily injury each occurrence/aggregate and ONE MILLION DOLLARS (\$1,000,000) property damage each occurrence/aggregate or ONE MILLION DOLLARS (\$1,000,000) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability, and contractual liability.

2. Worker's Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability if applicable - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

- C. Failure on the part of the CONCESSIONAIRE to procure or maintain required insurance shall constitute a breach of contract upon which the AUTHORITY may immediately terminate this contract.
- D. Conduct of the CONCESSIONAIRE's operations shall not commence until the CONCESSIONAIRE has complied with the aforementioned insurance requirements. Further, said operations, in whole or in part, shall be subject to suspension by the AUTHORITY during any period that the CONCESSIONAIRE fails to maintain said policies in full force and effect.

### **3. RIGHTS RESERVED BY THE AUTHORITY**

- A. AUTHORITY shall permit the CONCESSIONAIRE to conduct concession sales, as specified below, at the Stadium.  
2x South side and 1x North side concession stands.
- B. AUTHORITY reserves the right to grant or deny additional concession contracts. The AUTHORITY reserves the right to contract for the number of vendors it deems necessary for a special event (s).
- C. AUTHORITY reserves the right to conduct random, unscheduled inspections of CONCESSIONAIRE'S operations to inspect sanitation and safety procedures and equipment, sales receipts, cash collection procedures and vending spaces/apparatus.
- D. The AUTHORITY reserves the right to order the removal of any item sold or kept for sale that is judged to be less than first class in quality by the AUTHORITY.

- K. Failure to pass any/all required Health Department inspections.
- L. Failure to submit a copy of any/all Health Department inspection (s) as requested.
- M. Failure to open and run concession operations at stated Stadium Events.

6. MISCELLANEOUS.

- A. CONCESSIONAIRE shall not discriminate against any person on the grounds of race, religion, color, national origin, sex, age, or disability in the administration of this contract. Nor shall any person be excluded from participation in, or be denied the benefits of any project constructed under this contract on the grounds of race, color, national origin, sex, age, or disability.
- B. The laws of the State of North Carolina shall control and govern this contract. Any controversy or claim arising out of this contract shall be settled by an action initiated in the appropriate division of the General Court of Justice in Durham County, North Carolina.
- C. All notices and requests for payment which may be required by this contract or any rule of law shall be effective when received by first class mail sent to the following addresses: if to the AUTHORITY, Attn: Stadium Manager 414 Dillard Street, Durham NC 27701; and if to CONCESSIONAIRE, Attn: \_\_\_\_\_
- D. By execution hereof, the person signing for CONCESSIONAIRE below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this contract on behalf of the CONCESSIONAIRE.
- E. This Agreement sets forth the entire agreement between the AUTHORITY and the CONCESSIONAIRE and supersedes any and all other agreements on this subject between the parties.

IN WITNESS WHEREOF, the parties have duly executed this Concessions Contract as of the date first above written.

DURHAM COUNTY  
STADIUM AUTHORITY

CONCESSIONAIRE

\_\_\_\_\_  
John T. Hunt, Chairman  
Durham County Stadium Authority

\_\_\_\_\_  
Jeff Hill, President  
Northern High School  
Booster Club, Inc.

EXHIBIT A - STADIUM EVENTS

# DURHAM COUNTY STADIUM SCHEDULE 2010

DATE	DAY	TIME	EVENT	TYPE
<b>January</b>		Stadium Closed from January 1, 2010 through January 31, 2010		
<b>February</b>		Stadium Closed from February 1, 2010 through February 28, 2010		
<b>MARCH</b>				
3/11	3/13	All Day	NC Missions of Mercy Dental Clinic	Dentist- Parking
3/20	Saturday	All Day	Museum of Life and Science	Robot Rumble - Parking
<b>APRIL</b>				
4/1	4/12	All Day	Littler River Community	Carnival - Parking
<b>MAY</b>		Stadium Closed from May 1, 2010 through May 31, 2010		
<b>JUNE</b>		Stadium Closed from June 1, 2010 through June 30, 2010		
<b>JULY</b>		Stadium Closed from July 1, 2010 through July 31, 2010		
<b>AUGUST</b>		Stadium Closed from August 1, 2010 through August 30, 2010		
8/27	Friday	5:30pm-9:30pm	Kestrel Heights	High School Football
<b>SEPTEMBER</b>				
9/2	Thursday	5:30pm-10:30pm	NC Tech Preparatory Christian Acad	High School Varsity Football
9/3	Friday	5:00pm-11:00pm	Northern HS vs Page	High School Varsity Football
9/9	Thursday	4:30pm-9:00pm	Northern HS vs Millbrook	High School JV Football
9/11	Saturday	All Day	Museum of Life and Science	Parking
9/11	Saturday	8:30am-3:30pm	Durham Firebirds	Youth Football
9/12	Sunday	All Day	Museum of Life and Science	Parking
9/15	Wednesday	6:00pm-9:00pm	<b>OPENING CEREMONY</b>	No concessions
9/16	Thursday	4:30pm-9:00pm	Northern HS vs Wake Forest Rolesville	High School JV Football
9/17	Friday	5:30pm-11:00pm	Northern HS vs Wake Forest Rolesville	High School Varsity Football
9/18	Saturday	9:30am-12:30pm	Tri-County Panthers	Pop Warner Football
9/23	Thursday	4:30pm-9:00pm	Northern HS vs Person	High School JV Football
9/24	Friday	5:30pm-11:00pm	Mount Zion Christian Academy	High School Football
9/25	Saturday	5:30pm-10:30pm	NC Tech Preparatory Christian Acad	High School Varsity Football
9/26	Sunday	2:30pm-7:30pm	Asymmetry Entertainment	Marching Band Contest
9/29	Wednesday	6:00pm-9:00pm	Western Triangle Boys Football	Pop Warner Football
9/30	Thursday	5:30pm-11:00pm	Mount Zion Christian Academy	High School Football
<b>OCTOBER</b>				
10/1	Friday	5:00pm-11:00pm	Northern HS vs Jordan	High School Varsity Football
10/2	Saturday	5:30pm-9:30pm	Kestrel Heights	High School Football
10/7	Thursday	4:30pm-9:00pm	Northern HS vs Riverside	High School JV Football
10/14	Thursday	5:30pm-10:30pm	NC Tech Preparatory Christian Acad	High School Varsity Football
10/15	Friday	5:00pm-11:00pm	Northern HS vs East Chapel Hill	High School Varsity Football
10/16	Saturday	8:30am-3:30pm	Durham Firebirds	Youth Football
10/22	Friday	5:30pm-11:00pm	Mount Zion Christian Academy	High School Football
10/23	Saturday	8:30am-3:30pm	Durham Firebirds	Youth Football
10/28	Thursday	4:30pm-9:00pm	Northern HS vs Southern	High School JV Football
10/30	Saturday	4:00am-8:00pm	Shaw University vs Winston Salem State	College Football
<b>NOVEMBER</b>				
11/5	Friday		Northern HS vs Hillside H S	High School JV Football
11/13	Saturday	All day	CIAA East/West Championship	College Football