

**NORTH CAROLINA
DURHAM COUNTY**

INTER-LOCAL AGREEMENT AMENDMENT

This Inter-local Agreement Amendment, is made and entered into this _____ day of _____, 2019, (the effective date) by and between **DURHAM COUNTY** ("County"), the **CITY OF DURHAM** ("City"), the **DURHAM CONVENTION & VISITORS BUREAU** ("DCVB") and the **GREATER DURHAM CHAMBER OF COMMERCE** ("GDCC") hereinafter referred to as the Parties:

WITNESSETH:

WHEREAS, the Parties entered into an Inter-local Agreement dated April 1, 2016 (the Original Agreement) to jointly establish, fund, support and promote the Durham Sports Commission.; and

WHEREAS, the Parties, pursuant to Section 8. of the Original Agreement, now desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the Parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through June 30, 2020.
2. Unless superceded by an additional amendment to the interlocal agreement for the Durham Sports Commission, Durham County (and the City of Durham) agrees to contribute funds to DCVB earmarked for the Durham Sports Commission according to the same methodology and percentages as noted for Year 3 of the original interlocal agreement. This will be equal to twenty-five percent (25%) of the *new* occupancy tax revenues collected during the FY18-19 fiscal year. The new payment is to be calculated by subtracting the base year occupancy tax revenues from FY18-19 actual occupancy tax revenues and multiplying that amount by 25%.

IN WITNESS WHEREOF, the Parties have expressed their agreement to these terms by causing this Inter-local Agreement Amendment to be executed by their duly authorized officer. This Inter-local Agreement Amendment shall be effective as of the date first above written.

COUNTY OF DURHAM

ATTEST:

Wendell Davis, County Manager

Monica Toomer, Interim Clerk to the Board

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

CITY OF DURHAM

ATTEST:

Thomas J. Bonfield, City Manager

City Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

David Boyd, City of Durham Chief Financial Officer

DURHAM CONVENTION & VISITORS BUREAU

By: _____
Shelly Green, President and CEO, Durham Convention & Visitors Bureau

GREAT DURHAM CHAMBER OF COMMERCE

By: _____