

NORTH CAROLINA
DURHAM COUNTY

INTER-LOCAL AGREEMENT FOR THE FUNDING OF A SPORTS COMMISSION

This Inter-local Agreement, (this “Agreement”) is made and entered into this ____ day of _____ 2026, by and between **DURHAM COUNTY** (“County”), the **CITY OF DURHAM** (“City”), and **DURHAM CONVENTION AND VISITORS BUREAU (dba DISCOVER DURHAM)**.

WITNESSETH:

WHEREAS, a group of citizens met in January of 2014 to ponder whether or not Durham should have its own sports commission and what the benefits and drawbacks might be. From this meeting a task force was formed to study the feasibility of creating a sustainable Durham Sports Commission; and

WHEREAS, the task force, comprised of representatives from the City of Durham, Durham County, the Greater Durham Chamber of Commerce, Durham Convention & Visitors Bureau, Duke University, North Carolina Central University, the Durham County Stadium Authority, representatives of Durham’s local sports community and several other interested individuals met for more than a year; and

WHEREAS, the task force was convinced that visitors attending sports tourism events bring economic value to Durham, that they spend money in hotels, restaurants, retail shops, entertainment and other visitor features; and

WHEREAS the task force was convinced that sports tournaments and events provide positive media exposure to host destinations, and with proper leveraging, provide positive awareness of Durham as a place to visit and live;

WHEREAS the task force was convinced that the economic impact of sports tourism and the visibility it brings Durham could be greatly enhanced by the creation of a Sports Commission; and

WHEREAS a Durham Sports Commission was in fact created as a separate 501(c)3 with funding and a board of directors through an interlocal agreement between the City of Durham, County of Durham, Durham Convention and Visitor’s Bureau (now DISCOVER DURHAM), and the Greater Durham Chamber of Commerce, and

WHEREAS the Durham Sports Commission has now operated successfully for ten years under the provisions of the initial interlocal agreement, and

WHEREAS the parties to the initial agreement have met to consider how to support the ongoing operations of the Durham Sports Commission and have agreed on those provisions, which are contained herein, and

WHEREAS the parties to the initial agreement have met to consider modifying the amount of funding to be provided by the city and county in light of recent changes to occupancy tax distribution, and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

1. **ORGANIZATIONAL STRUCTURE and OPERATIONS.** The membership, governance, and operations of the DSC are governed by a separate inter-local agreement (“Inter-local Agreement for the Creation and Operation of a Sports Commission”) entered into on 2026.
2. **FUNDING.** The DSC shall receive funding from the City and County: as follows:
 - a. In FY2026-2027, a total of \$139,082 according to the traditional split of occupancy tax revenues (42.5% from City and 57.5% from County),
 - b. Beginning with FY2027-2028, \$25,000 each from the City and County, to be invoiced and paid by August 1 of each fiscal year.
 - c. Once funds have been transmitted to the DSC they cannot be reclaimed by the contributing parties.
 - d. If the Durham Sports Commission is dissolved, any remaining assets remain the property of the nonprofit.
 - e. DISCOVER DURHAM’s annual support in the DSC will grow to offset funds that previously would have been provided by the city and county.
3. **USES OF FUNDS.** DISCOVER DURHAM funds earmarked to operate and support the DSC will be used for marketing, promotional activities, and sports tourism related activities as authorized in its enabling legislation. County and City funds may be used in whatever way the DSC deems most effective to achieve the desired and stated goals of the DSC, which may include providing financial support to local sporting events that may not drive visitor spending in Durham. A budget will be prepared by DISCOVER DURHAM and DSC staff annually and approved by the DSC Board of Directors, and all DSC expenditures should be in line with the approved budget. Finally, the DSC will continue to seek and report funds from the private sector to help fulfill its mission.
4. **TERM AND RENEWAL.** This Agreement shall commence upon execution by all parties. It shall automatically renew unless the following termination procedures are followed by one or more of the parties to the interlocal agreement. The agreement shall be reviewed by all parties towards the beginning of the fifth year of the agreement (between July and December 2030) for possible modifications for FY2030-31 onward, and shall be reviewed in similar fashion every five years thereafter.
5. **TERMINATION.**

Any of the parties to this agreement may signal a desire to the other parties that wish to vacate the agreement by written notice to each of the other parties and call for the completion of negotiation of the terms of their withdrawal within 180 days. It is acknowledged by all parties that the proper role of a sports commission in fulfilling its mission may include making commitments to support and fund events several years in advance. As such, the

exiting party must continue to pay their pro-rata share of any financial commitments made by the DSC that extend beyond the term of the current agreement, should they exist. The pro-rata share shall be based upon the percentage of funding contributed by the exiting party compared to the total DSC funding. Financial commitments extending beyond the current fiscal year must be documented by contractual agreements with external parties and do NOT include any associated operating costs. These costs will be invoiced to the exiting party by the DSC in the year in which they are contractually obligated to be paid.

The withdrawal of one or more parties to the agreement does not require the dissolution of the DSC except by agreement by any remaining parties. The party wishing to vacate the agreement will bear the cost of redrafting the agreement to support the negotiated arrangement.

Any party withdrawing from the agreement also vacates its obligations and benefits from the agreement, including its right to appoint members to the DSC board of directors, as of the negotiated date of its withdrawal.

6. **AMENDMENTS.** This Agreement may be amended at any time upon mutual written agreement of the parties. The parties to this agreement shall be the final authorities in approving all amendments. Amendment of this Agreement does not render the Inter-local Agreement for the Creation and Operation of a Sports Commission entered into on _____, 2026 invalid.
7. **GOVERNING LAW.** This agreement shall be governed by and in accordance with the laws of the State of North Carolina. All civil actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham.
8. **SEVERANCE.** The parties understand and agree that if any term, condition, or other provision contained in this Agreement is determined by a court or arbitrator to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or affect all terms, conditions, and other provisions contained herein that are not specifically determined to be invalid or unenforceable.
9. **ENTIRE AGREEMENT.** This Agreement, in conjunction with the Inter-local Creation & Operations Agreement, constitutes the entire understanding between the parties and supersedes all prior understandings and agreements relating to the subject matter hereof.

IN WITNESS WHEREFORE this Agreement is executed as of the first date written above.

COUNTY OF DURHAM

ATTEST:

Claudia Hager, County Manager

Monica Wallace, Clerk to the Board

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

Crystally Wright, Durham County Chief Financial Officer

CITY OF DURHAM

ATTEST:

Bowman Ferguson, City Manager

Diana Schreiber, City Clerk

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

Timothy Flora, City of Durham Chief Financial Officer

DISCOVER DURHAM

By: _____
Cara Rousseau, President and CEO, DISCOVER DURHAM

By: _____
Anthony Hall, Chief Financial Officer, DISCOVER DURHAM

GREAT DURHAM CHAMBER OF COMMERCE

By: _____
Geoff Durham, President and CEO

DURHAM SPORTS COMMISSION

By: _____
Angelique Stallings, DSC Board of Directors