

NORTH CAROLINA
DURHAM COUNTY

**INTER-LOCAL AGREEMENT FOR THE CREATION AND OPERATION 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”), the **DURHAM CONVENTION AND VISITORS BUREAU (dba DISCOVER DURHAM)**, the **GREATER DURHAM CHAMBER OF COMMERCE** (“GDCC”); and the **DURHAM SPORTS COMMISSION**.

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 (DISCOVER DURHAM), and the Greater Durham Chamber of Commerce, and

WHEREAS, the Durham Sports Commission has now operated successfully for three 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

WHEREAS Discover Durham is willing to take responsibility for a greater portion of the support of the Durham Sports Commission but is not authorized to provide grant funding to local sporting events that do not generate incremental visitor spending, a community benefit that has heretofore been provided by the Durham Sports Commission via funds provided by the City and County,

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.** The DSC shall be governed by a maximum twelve (12) member Board of Directors. Durham County and the City of Durham shall each appoint three (3) members to the Board of Directors. The Greater Durham Chamber of Commerce shall appoint one (1) member to the Board of Directors. The DSC shall have the authority to appoint up to five (5) members to the Board of Directors. Durham Parks and Recreation and Durham Public Schools shall each have one (1) ex-officio member serve on the Board of Directors. All appointments shall follow the existing procedure used by each party in making appointments.
2. **OPERATIONS.** As before, the DSC will be operated by DISCOVER DURHAM.
3. **FUNDING.** The DSC shall receive funding from the City and County and DISCOVER DURHAM according to a separate interlocal agreement.
4. **TERM AND RENEWAL:** This Agreement shall commence upon execution by all parties. It shall automatically renew unless proper termination procedures are followed by one or more of the parties to the interlocal agreement as defined in the ILA Funding Agreement. The agreement shall be reviewed by all parties towards the end 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. **ADDITIONAL OBLIGATIONS AND RESPONSIBILITIES.**
 - A. **THE GREATER DURHAM COUNTY CHAMBER OF COMMERCE** agrees to the following:
 - To appoint one representative from the private sector who is knowledgeable of and willing to assist DSC in getting contributions of funds from the private sector in support of events and activities of DSC to the DSC Board of Directors.

- ~~To assist DSC in obtaining contributions of funds from foundations and private businesses in support of the events and activities of DSC.~~

B. THE DURHAM CONVENTION AND VISITORS BUREAU (dba DISCOVER DURHAM) agrees to perform and provide the following:

- To supervise and provide management / oversight of the DSC Executive Director and coordinate with the DSC board for the Executive Director's annual performance review.
- To provide salaries and employee benefits for Staff of DSC.
- To provide office space for the DSC Executive Director and Staff and to provide office supplies, use of office equipment, marketing assistance, computers, software, internal technology support, website, etc.
- To provide accounting services, including accounts payable, accounts receivable, bank reconciliation and payroll processing.
- To provide audit of County and City funds for sponsorships, underwriting, bid fees, incentives and facility research.
- To provide for an annual, independent audit of the DSC.
- To share an Administrative Assistant.
- To provide use of DISCOVER DURHAM's van(s).
- To provide training and human resources for the DSC Staff.
- To provide marketing services to DSC.
- To coordinate recruitment and retention related activities and visitor services support related to sporting events hosted or promoted by the DSC.
- To assist DSC in developing an overall strategy for sports tourism including measurable goals and expected outcomes.
- To assist DSC in developing a comprehensive sports tourism service strategy to stimulate interest in attending sports tourism events in Durham.
- To assist DSC in developing and implementing tactics to attract sports events to Durham.
- To assist the DSC in providing to the City of Durham and Durham County an annual report or formal presentation of the DSC including, but not limited to, activities of the DSC, achievements made including regional, national and international sporting events recruited

and retained with supporting economic impact data, revenue and expenses, as well as an accounting of how City and County funds were expended.

C. THE DURHAM SPORTS COMMISSION agrees:

- To seek funding from the private sector to enhance DSC operations.
- To develop an overall strategy for sports tourism in Durham.
- To develop and implement tactics to attract sporting events to Durham.
- To complete and maintain an inventory of all facilities and available venues in Durham capable of hosting sporting events.
- To prepare and submit an annual report and/or formal presentation of the DSC including, but not limited to, activities of the DSC, achievements made including regional, national and international sporting events recruited and retained with supporting economic impact data, revenue and expenses, as well as an accounting of how City and County funds were expended.
- To approve an annual budget covering all activities of the DSC for the ensuing fiscal year.

6. **MEASURABLE GOALS.** The parties agree that the following are measurable goals to be used by the parties in determining sustained success of the DSC:

- The number of new regional, national, and international sporting events recruited, that create economic impact, led by or assisted by the DSC in partnership with local, regional, and national stakeholders.
- The number of sporting events retained that create economic impact, led by or assisted by the DSC in partnership with local, regional, and national stakeholders.
- The number of new and repeat sporting events and activities that create social impact led by or assisted by the DSC in partnership with local, regional, and national stakeholders.
- The number of new and repeat local, regional, national and international sporting events that drive Durham's overall brand awareness as a sports destination.
- Other quality of life indicators tied to Strategic Plans of the City of Durham, Durham County, Durham Parks and Recreation, and Durham Public Schools.

7. 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. The parties to this agreement shall be the final authorities in approving all amendments.

8. 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.

9. ENTIRE AGREEMENT. This Agreement, in conjunction with the Interlocal Funding 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: _____
Sara 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