

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 \_\_\_\_\_, 2020, by and between **DURHAM COUNTY** (“County”), the **CITY OF DURHAM** (“City”), **DISCOVER DURHAM (Durham Convention and Visitors Bureau, dba DISCOVER DURHAM)**, **GREATER DURHAM CHAMBER OF COMMERCE (“GDCC”)**, and the **DURHAM SPORTS COMMISSION (“DSC”)** Board of Directors and nonprofit;

**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 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,

**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 continue to be governed by a nine (9) member Board of Directors. Durham County, the City of Durham and the Greater Durham Chamber of Commerce shall each appoint three (3) members to the Board of Directors. All appointments shall follow the existing procedure used by each party in making appointments. The DSC will have the authority to appoint up to three (3) additional board members at its discretion and as needed to fulfill the mission of the organization.
2. **OPERATIONS.** As before, the DSC will be operated by DISCOVER DURHAM pursuant to terms and conditions stated in this Agreement. The day-to-day operations shall be conducted by an Executive Director, who is hired and supervised by DISCOVER DURHAM and confirmed by the DSC Board of Directors.
3. **FUNDING.** The DSC shall receive funding from the City of Durham, Durham County, and DISCOVER DURHAM according to a separate interlocal agreement (“Inter-local Agreement for the Funding of a Sports Commission”) entered into on \_\_\_\_\_, 2020.
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. Any of the parties to this agreement may signal a desire to the other parties that they 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.

The agreement shall be reviewed by all parties towards the end of the fifth year of the agreement (between January and June 2024) for possible modifications for fiscal year 2024-2025 onward and shall be reviewed in similar fashion every five years thereafter.

## **5. ADDITIONAL OBLIGATIONS AND RESPONSIBILITIES.**

### **A. THE GREATER DURHAM CHAMBER OF COMMERCE** agrees to the following:

- To appoint three representatives from the private sector.
- To assist DSC in establishing relationships with members of the business community who may be able to support DSC's needs for services, goods, or financial donations.
- To provide guidance and support to the DSC on activities related to economic development.

### **B. DISCOVER DURHAM (legally the Durham Convention and Visitors Bureau dba DISCOVER DURHAM)** agrees to perform and provide the following:

- To hire, supervise, discipline, and terminate the DSC Executive Director and coordinate with the DSC for the Executive Director's annual performance review.
- To provide salaries and employee benefits for staff of the 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 for an annual, independent audit of the DSC.
- To provide use of DISCOVER DURHAM's van(s) for matters relating to the DSC.
- To provide training and human resources support to DSC.
- To provide marketing services and administrative support to the DSC.
- To provide sales, visitor services, and other complementary support as needed to assist the DSC in fulfilling its mission.
- To assist the DSC in developing an overall strategy for sports tourism including measurable goals and expected outcomes.
- To assist the DSC in developing a comprehensive sports tourism service strategy to stimulate interest in attending sports tourism events in Durham.
- To assist the DSC in developing and implementing tactics to attract sports events to Durham.
- To assist the DSC in creating a complete inventory of all facilities and available venues in Durham capable of hosting sporting events.
- To assist the DSC in providing to the City of Durham and Durham County an annual report and formal presentation of the DSC, including but not limited to activities of the DSC, achievements made, groups booked and serviced with attendance and economic impact estimates, revenue and expenses, financial commitments made to future events, and an accounting of how City and County funds were expended.

### **C. EXPECTATIONS OF THE PARTIES: It is agreed that the parties will have the following expectations of the DSC Board of Directors:**

- To participate in the recruiting and selection process for the DSC Executive Director.
- To confirm the appointment of the DSC Executive Director.

- To provide feedback to DISCOVER DURHAM on the performance of the DSC Executive Director.
  - To seek funding from the private sector to support the work of DSC.
  - To support the development of overall strategies for sports tourism in Durham.
  - To serve as advocates for the development of sports tourism in Durham.
  - To prepare and present an annual report and formal presentation of the DSC, including but not limited to activities of the DSC, achievements made, groups booked and serviced with attendance and economic impact estimates, revenue and expenses, financial commitments made to future events, and 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 the over-all success of DSC after the initial term of this Agreement and which should be presented in each year's formal presentation:
- The amount of economic impact and local taxes generated.
  - The number of new events brought to Durham, and expansion of existing events, as measured by the number of event participants.
  - The number of new and growing sporting events and groups serviced.
7. **AMENDMENTS.** 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 Funding of a Sports Commission entered into on \_\_\_\_\_, 2020 invalid.
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. **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.
10. **ENTIRE AGREEMENT.** This 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:**

\_\_\_\_\_  
**Wendell M. Davis, County Manager**

\_\_\_\_\_  
**Monica Toomer, 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**

**DISCOVER DURHAM**

By: \_\_\_\_\_  
**Susan Amey, President and CEO, DISCOVER DURHAM**

**GREAT DURHAM CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
**Geoff Durham, President and CEO**

**DURHAM SPORTS COMMISSION**

By: \_\_\_\_\_  
**George Habel, Chairperson, DSC Board of Directors**