

Professional Services Agreement

THIS AGREEMENT is made and entered into on this 7th day of April, 2022, by and between the Greensboro Coliseum Complex, (Coliseum) 1921 West Gate City Blvd., Greensboro, North Carolina 27403 (hereinafter referred to as Coliseum) and Greensboro Sports Foundation (GSF) a North Carolina non-profit corporation, 1925 West Gate City Blvd, Greensboro, North Carolina 27403 (hereinafter referred to as GSF to provide for GSF's performance of various services for Coliseum and use of certain Greensboro Coliseum facilities, services and equipment as are hereinafter provided. WITNESSETH:

WHEREAS, GSF was formed to provide entertainment, hosting and other general assistance in connection with hosting various events, including NCAA and the Atlantic Coast Conference Men's and Women's Basketball Tournaments, and other events as mutually agreed upon to be held at the Greensboro Coliseum Complex (the "Coliseum") or in the City of Greensboro as shown on the schedule (Schedule A) attached hereto, (hereinafter collectively referred to as the "Tournaments"); and

WHEREAS, GSF has agreed to perform certain services for Coliseum and to host various entertainment activities and function at the Coliseum Complex, the GAC or within the City of Greensboro in connection with various events with consent of the contracted party; and

WHEREAS, Coliseum and GSF have agreed on certain terms and conditions whereby GSF may undertake to provide the entertainment activities and functions to the NCAA, ACC or other athletic Conferences, its constituent universities, their guests and invitees, as described herein below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Coliseum and GSF agree as follows:

1. Term:

The term of this Agreement shall be for five (5) years (Fiscal Year July 1-June 30) with the option to renew for two (2) additional one (1) year extensions each covering the period of July 1, 2022 through June 30, 2029. This agreement may be terminated by either party upon written notice to be given no less than 60 days prior to the intended termination date. The parties acknowledge and agree that the Schedule A, attached hereto is not inclusive and that other Tournaments, Sporting events or Aquatic Meets may be added thereto by mutual consent.

2. Funding:

For the services herein described to be administered and performed by GSF, the Coliseum agrees to fund the following Administrative annual fee payment(s) and the necessary funding for each contractual Tournaments, Sporting Events or Aquatic Meet obligations or any event related services during the term of this Agreement:

- a. One Hundred and Fifty thousand dollars (\$150,000) for Fiscal Years 2022/23; 2023/24 and 2024/25;
- b. One Hundred Sixty Thousand (\$160,000) for Fiscal Years 2025/26 & 2026/27
- c. One Hundred Seventy Thousand (\$170,000) for each renewal year exercised for Fiscal Years 2027/28 and 2028/29;
- d. Annually Fund all pre-approved budgeted contractual or as needed and pre-approved Event related services or expenses to be performed and or provided by GSF on behalf of the Coliseum for the Events described in Schedule A and or for those that may be added over the Term or renewal year(s) of this Agreement.

3. Services & Budget:

- a. Services: GSF will perform various services for Coliseum mutually agreed upon by the parties in connection with the events. An illustrative list of services to be provided for each tournament or events will be submitted as budgeted documentation for funds to be encumbered for the contract in conjunction with the event.
- b. Budget: The services that GSF shall provide hereunder include services listed on Schedule A. GSF shall submit its budget estimate to the Coliseum, and the Coliseum shall, after approval of same and upon receipt and approval of invoices or other documentation requested, pay such amounts to GSF for performance of such services. If the actual cost of the budgeted service exceeds more than five (5%) of the approved budget for such service, GSF shall request prior authorization from the Coliseum Managing Director to exceed the budgeted amount for such service and, after approval of such authorization by the Coliseum, and upon receipt of and approval of invoices or other documentation as may be requested, the Coliseum shall pay such amounts to GSF for the performance of such services. Within sixty (60) days after conclusion of each event, GSF shall submit to Coliseum an account prepared by Certified Public Accountant of all expenses for such service and the parties shall settle and remit any amounts due after such accounting has been agreed upon. In any event, Coliseum shall reimburse or pay to GSF any amounts approved by Coliseum and paid by GSF in connection with this Agreement. In any event, the City will not reimburse GSF any amount great than the total of Exhibit A as amended from time to time without the approval of change orders to approve such expenditures.

4. Facilities Provided:

Coliseum agrees to provide to GSF for the term of the Tournaments, Meets or other events, defined portions of the Coliseum. Other locations on site may be added as mutually agreed upon for hospitality functions which may include the Hall of Champions, Terrace, Fieldhouse or Piedmont Hall and the Atrium (hereinafter collectively referred to as the "Premises"). Coliseum expressly reserves for its own use, with the privilege of occupying and using the same, all lobbies, offices, spaces in halls, corridors, basement, concessions stands, supply rooms and grounds used by GSF for its own purposes, except as expressly hereinafter set forth. Coliseum shall also provide to GSF reasonable office space, equipment and funding support for GSF's administrative staffing.

5. Purpose of Use:

GSF shall have the right to occupy and use the facilities for the purpose of providing the entertainment activities and functions for the Coliseum as described in the event contract, together with hospitality functions for the Events, certain corporate sponsors of the Tournament or Events as well as media and Fanfest activities as mutually agreed upon.

6. Insurance and Damage/Loss Liability:

GSF shall indemnify and hold harmless Coliseum from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to person or property sustained or claimed to have been sustained by anyone whomever, by reason of the use and occupation of the facilities hereinabove described, whether such use is authorized or not, or by any act or omission of GSF or any of its officers, agents, employees, guests,

patrons or invitees, and GSF shall pay for any and all damage to the property of Coliseum, or loss or theft of such property, done or caused by such persons. These terms of indemnification shall be effective unless such damage, injury or loss of property results from the gross negligence or misconduct of Coliseum. Upon request of Coliseum, GSF shall execute and deliver to Coliseum before the Tournament commences a commercial liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of North Carolina. Said commercial liability insurance shall cover the Premises and shall provide minimum limits of coverage in the amount of \$1,000,000 per person with a \$2,000,000 aggregate. Certified copies of a certificate evidencing the existence of insurance coverage shall be delivered to the Coliseum. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or otherwise modified without giving at least ten days written notice to Coliseum. Coliseum shall be named as an additional insured in any liability policy required and provided hereunder. The cost of such insurance shall be a reimbursable expense.

7. Catering:

GSF may be directed to contract with one or more commercial caterers, provided said caterer(s) is/are approved by Coliseum management. GSF shall be required to submit any and all food service arrangements and/or requirements to the Coliseum Manager for approval. No fee shall be required of GSF for such catering services by Coliseum.

8. Parking:

GSF's guests and invitees shall be provided parking access and spaces in accordance with a parking plan to be mutually agreed upon by Coliseum and GSF. Coliseum and GSF shall coordinate such parking plan so as to take account of the Tournament or Event parking needs and requirements of the contracted Event.

9. Licenses and Permits:

GSF shall be responsible for acquiring and shall pay the cost of any and all licenses and permits as may be required by authorities having jurisdiction over the Coliseum and operations and activities therein. At its discretion, Coliseum may acquire such licenses or permits on behalf of GSF and GSF shall reimburse Coliseum for same. GSF shall be responsible for security and necessary copyright, license or permission in connection with any copyrighted or trademarked materials that GSF may use at the Premises. GSF shall indemnify and save Coliseum harmless from any and all claims, expense or suits for copyright infringement which may arise from the performance of this Agreement.

10. Decoration Services:

GSF may contract for the services of a decorator to assist GSF in the decoration of the Premises, subject to Coliseum's mutual agreement.

11. Compliance with Law:

The parties acknowledge that GSF is performing a public purpose activity for which the Coliseum and the Coliseum will provide certain reimbursements to GSF. GSF shall comply with all applicable laws, regulations and ordinances with respect to items or services acquired by GSF and for which Coliseum provides reimbursement to GSF.

12. Miscellaneous:

All matters not delineated or expressly stated in this Agreement are reserved to the discretion of Coliseum Managing Director. This Agreement and all and each of its terms and conditions shall be binding upon and operate to the benefit of the parties hereto, their heirs, successors and assigns. If the Premises is to be used by or open to any non-members, then no one shall be denied the equal privileges and enjoyment of having free and open access to the said Premises on the basis of race, color, national origin, sex, age or religion.

13. Counterparts:

This Agreement may be executed in duplicate original counterparts, and each counterpart, when combined with all other counterparts, shall constitute one original Agreement.

14. Assignment:

This Agreement may be only assigned by Coliseum should it be deemed necessary by Coliseum management.

SCHEDULE A

SCHEDULE OF EVENTS: (may be updated during contracted period)

2022 AAU Junior Olympics
2022 YMCA Long Course National Championship
2023 YMCA Long Course National Championship
2023 ACC Women's Basketball Tournament
2023 ACC Men's Basketball Tournament
2023 NCAA Division I Men's Basketball First/Second Rounds
2023 YMCA Short Course National Championship
2023 ACC Men's & Women's Swimming & Diving Championships
2023 NCAA Division III Men's & Women's Swimming & Diving Championships
2024 AAU Junior Olympics
2024 ACC Men's & Women's Swimming & Diving Championships
2024 YMCA Short Course National Championship
2024 NCAA Division III Men's & Women's Swimming & Diving Championships
2025 ACC Men's & Women's Swimming & Diving Championships
2025 NCAA Division III Men's & Women's Swimming & Diving Championships
2025 YMCA Short Course National Championship
2027 ACC Men's & Women's Swimming & Diving Championships
2027 World University Games

In witness whereof, this Agreement is hereby signed and agreed to by the duly authorized officials of each party to the Agreement:

Greensboro Sports Foundation

Mark Prince
Mark Prince, Chairman

4/7/2022

Brenda Smith

Witness

Greensboro Coliseum Complex

Matthew G. Brown
Matthew G. Brown, Managing Director

4/7/2022

Witness

Approved

City Attorney

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the day and year first above written.

Consultant Name:
Address:

Date: _____

Name: _____

CITY OF GREENSBORO
GUILFORD COUNTY, NORTH CAROLINA

Recommended by: _____
Coliseum Director

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

Approved: _____
Deputy Finance Officer

Approved as to Form: _____
City Attorney

Attest: _____
City Clerk

Seal: _____

1D 2022-617
193-22

RESOLUTION TO APPROVE A 7 YEAR CONTRACT RENEWAL IN THE AMOUNT OF
\$1,110,000 WITH GREENSBORO SPORTS FOUNDATION

WHEREAS, Greensboro Sports Foundation was formed to provide entertainment, hosting and other general assistance in connection with hosting various events at the Greensboro Coliseum Complex, including basketball tournaments;

WHEREAS, the contract was last renewed in 2015 and is up for renewal this year;

WHEREAS, the contract up for renewal is for 7 years in the amount of \$1,110,000; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO:

That the City Manager is authorized to approve a 7 year contract renewal in the amount of \$1,110,000 with Greensboro Sports Foundation.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 7th DAY
OF JUNE, 2022

APPROVED AS TO FORM


CITY CLERK


CITY ATTORNEY

Internal M/WBE Waiver Request Form

Date: 5/10/2022

Department: Coliseum

Contact Name & Phone: Karen York 336 373-7422

Contract Name and Number (if applicable): Professional agreement with Greensboro Sports Foundation

A waiver of the M/WBE participation requirement may be requested by the Originating Department at least 5 business days prior to advertisement or solicitation. In detail below, please explain your reason for requesting a waiver (attach RFP & supporting documentation as necessary).

Final approval of the request will be made by the City Manager's Office.

Professional Agreement made with the Greensboro Coliseum and Greensboro Sports Foundation.

This is a renewal relationship with hosting major events associated with Tournament Town, ex. Women's and Men's ACC, NCAA, and ACC events at the GAC.

Requesting a waiver as no other organization handles this type of relationship.

*Karen York
Greensboro Coliseum
May 12, 2022*

This section is for M/WBE Office use only

Contact Name & Phone Number: Timothy Jackson III - 336.373.2947

The M/WBE Office supports the waiver request. Please submit any comments below.

1. The extraordinary and necessary requirements of the contract render application of the Program Elements infeasible or impractical. Please explain in detail. (Attach supporting documentation as necessary)

This is a renewal special agreement with the coliseum as Tournament Host of Greensboro. The nature of the services being procured are excluded from the scope of the program plan - MWBE Program Plan, pg. 17.

2. The nature of the goods or services being procured are excluded from the scope of this Program Plan.

Please check one of the exclusions below: (Attach supporting documentation as necessary)

- Contracts that are subject to the U.S. Department of Transportation Disadvantaged Business Enterprise Program;
- Sole Source: the required supplies or services are available from one responsible source
- Contracts for electricity or water and sewage services from a municipal utility district or governmental agency;
- Emergency contracts for goods or supplies;
- Contracts for the City's lease or purchase of real property where City is lessee or purchaser; and

3. Sufficient qualified M/WBEs providing the goods or services required by the contract are unavailable in the Relevant Market area of the project despite every reasonable attempt to locate them. Please explain in detail the reason for the request: (Attach RFP & supporting documentation as necessary)

The M/WBE Office does not support the waiver request. Please explain in detail the reason for not supporting the request: (Attach supporting documentation as necessary)

Timothy Jackson
III

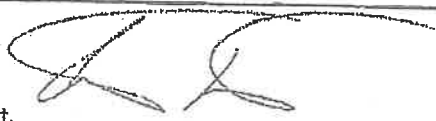
Digitally signed by Timothy Jackson III
Date: 2022.06.18 08:17:25 -04'00'

This section is for CMO Office use only

Contact Name: Date:

The CMO Office approves the waiver request

The CMO Office does not approve the waiver request.


5/23/22