

MINUTES OF THE 78th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 78th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on May 3, 2018 at 2:00 p.m. in the Administrative Conference Room of the Administrative Offices at the Music City Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Marty Dickens, Irwin Fisher, Vonda McDaniel, Willie McDonald, *David McMurry, Randy Rayburn, Renata Soto, and Leigh Walton

AUTHORITY MEMBERS NOT PRESENT: Randy Goodman

OTHERS PRESENT: Charles Starks, Charles Robert Bone, Heidi Runion, Mary Anne Morris, Donna Gray, and Mary Brette Wyly

Chair Marty Dickens opened the meeting for business at 2:00 p.m. and stated that a quorum was present.

ACTION: Appeal of Decisions from the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed if and to the extent applicable to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

ACTION: Vonda McDaniel made a motion to approve the 77th Meeting Minutes of March 1, 2018. Leigh Walton seconded the motion, and the Authority approved unanimously.

The next regularly scheduled meeting is scheduled for July 12, 2018.

Vonda McDaniel and Jasmine Quattlebaum provided an update on the DBE & Development Committee Report (Attachment #1) and there was discussion.

*Denotes the arrival of David McMurry.

Charles Starks and Charles Robert Bone provided an update on MOU with Metropolitan Government (Attachments #1 and #2) and there was discussion.

ACTION: Vonda McDaniel made a motion approving the Memorandum of Understanding with the Metropolitan Government of Nashville and Davidson County and authorizing Marty Dickens to execute the Memorandum of Understanding and take any actions necessary or appropriate to formalize that agreement. Randy Rayburn seconded the motion, and the Authority approved unanimously, with Leigh Walton abstaining.

Charles Starks and Jasmine Quattlebaum gave an update on the RFP for Business Services (Attachments #1 and #3) and there was discussion.

ACTION: Leigh Walton made a motion [i] accepting the recommendation of the evaluation committee and [ii] authorizing Charles Starks to negotiate and execute an agreement with the UPS Store for business services on substantially the same terms as set forth in the RFP and considered this day. Irwin Fisher seconded the motion, and the Authority approved unanimously.

Charles Starks and Jasmine Quattlebaum gave an update on the RFP for Valet Parking Services (Attachments #1 and #4) and there was discussion.

ACTION: Leigh Walton made a motion [i] accepting the recommendation of the evaluation committee and [ii] authorizing Charles Starks to negotiate and execute an agreement with Towne Park for valet parking services on substantially the same terms as set in the RFP and considered this day. Irwin Fisher seconded the motion, and the Authority approved unanimously.

Charles Starks and Jasmine Quattlebaum gave an update on the RFP for Emergency Technician Services (Attachments #1 and #5) and there was discussion.

ACTION: Vonda McDaniel made a motion [i] accepting the recommendation of the evaluation committee and [ii] authorizing Charles Starks to negotiate and execute an agreement with Med-Star Medical Staffing for emergency medical technician services on substantially the same terms as set forth in the RFP and considered this day. Irwin Fisher seconded the motion, and the Authority approved unanimously.

Charles Starks and Jasmine Quattlebaum gave an update on the Distribution Antenna System Contract Extension (Attachments #1 and #6) and there was discussion.

ACTION: Leigh Walton made a motion authorizing Charles Starks to negotiate and execute an amendment to the distribution antenna system agreement with New Cingular Wireless PCS, LLC exercising the option to extend the agreement until May 12, 2023 on substantially the same terms as considered this day. David McMurry seconded the motion, and the Authority approved unanimously.

Charles Starks presented an update on Tax Collections (Attachment #1) and there was discussion.

Charles Starks and Mary Brette Wylly provided an update on Music City Center's Earth Week and 5th Anniversary (Attachment #1) and there was discussion.

With no additional business, the Authority unanimously moved to adjourn at 2:57 p.m.

Respectfully submitted,



Charles L. Starks
President & CEO
Convention Center Authority

Approved:



Marty Dickens, Chair
CCA 78th Meeting Minutes
of May 3, 2018

Convention Center Authority



May 3, 2018

Appeal of Decisions

Appeal of Decisions from the Convention Center Authority— Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed if and to the extent applicable to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

Happy Birthday



Rich Riebeling
 May 4th



Randy Goodman
 May 10th

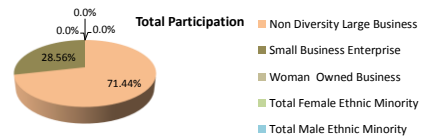
Congratulations!!



➤ David McMurry – On your re-appointment to the Convention Center Authority Board

DBE & DEVELOPMENT COMMITTEE REPORT

LMG FY18 YTD DBE Participation Summary as of 12/31/2017

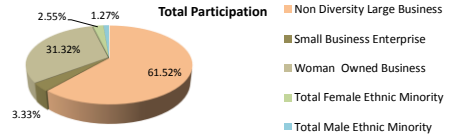


DBE PARTICIPATION SUMMARY: FY18 Goal 20%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	0.00%	0
WOMEN OWNED BUSINESSES	0.00%	0
SMALL BUSINESS ENTERPRISE	28.56%	2
TOTAL	28.56%	2

**LMG FY18 YTD
DBE Participation Dollars Spent
as of 12/31/2017**

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$0 (0%)
Total Minority Business Enterprise	\$0 (0%)
Total Woman Owned	\$0 (0%)
Total Small Business	\$277,005 (28.56%)
Total DBE Participation	\$277,005 (28.56%)
Total Non Diversity Business	\$693,023 (71.44%)

**Centerplate FY18 YTD
DBE Participation Summary
as of 12/31/2017**

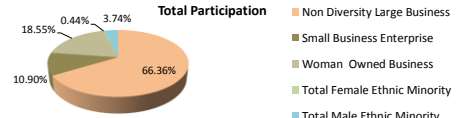


DBE PARTICIPATION SUMMARY: FY18 Goal 25%	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	3.82%	4
WOMEN OWNED BUSINESSES	31.32%	7
SMALL BUSINESS ENTERPRISE	3.33%	2
TOTAL	38.48%	13

**Centerplate FY18 YTD
DBE Participation Dollars Spent
as of 12/31/2017**

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$25,941 (1.27%)
Total Minority Business Enterprise	\$77,866 (3.82%)
Total Woman Owned	\$637,872 (31.32%)
Total Small Business	\$67,865 (3.33%)
Total DBE Participation	\$783,603 (38.48%)
Total Non Diversity Business	\$1,252,712 (61.52%)

**Music City Center FY18 YTD
DBE Participation Summary
as of 12/31/2017**



DBE PARTICIPATION SUMMARY	% OF TOTAL	# OF COMPANIES
MINORITY OWNED BUSINESSES	4.19%	4
WOMEN OWNED BUSINESSES	18.55%	13
SMALL BUSINESS ENTERPRISE	10.90%	5
TOTAL	33.64%	22

**Music City Center FY18 YTD
DBE Participation Dollars Spent
as of 12/31/2017**

DBE Classification	DBE Dollars Spent:
Ethnic Minority Male	
African American Owned	\$109,321 (3.74%)
Ethnic Minority Female	
African American Owned	\$12,991 (4.1%)
Total Minority Business Enterprise	\$122,312 (4.19%)
Total Woman Owned	\$541,774 (18.55%)
Total Small Business	\$318,476 (10.90%)
Total DBE Participation	\$982,562 (33.64%)
Total Non Diversity Business	\$1,938,301 (66.36%)

OMNI 2017 Local Participation

COMMITMENT TO LOCAL HIRING	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total FTEs GOAL: 300												
# FTEs (40 hours) Residents of Nashville Metropolitan Statistical Area Goal: 250	733	730	738	741	717	734	677	691	694	687	693	687
# FTEs (40 hours) Residents of Davidson County Goal: 100	376	384	397	399	376	370	336	340	349	339	346	334

OMNI 2017 DBE Participation

SUPPLY AND SERVICE CONTRACTURE COMMITMENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2017 Total
Nashville Metropolitan Statistical Area Business Goal: \$100,000/yr.	\$128,741	\$105,619	\$107,245	\$11,677	\$166,436	\$147,736	\$443,263	\$145,129	\$118,034	\$120,131	\$117,528	\$113,515	\$2,116,120
Small, minority and women owned business enterprises Goal: \$50,000/yr.	\$10,992	\$14,221	\$28,118	\$22,233	\$1,200	\$23,437	\$23,311	\$25,695	\$18,354	\$39,765	\$23,740	\$23,203	\$304,199

DBE HAPPENINGS

THANK YOU!

On behalf of the Music City Center, First Tennessee Bank and the Nashville Chamber of Commerce, we want to thank you for attending the Small and Diverse Business Forum. We hope you were able to form new partnerships and have a better understanding of how to develop your business.

February 16, 2018

LUNCH SPONSOR
Google Fiber

Proposal 101 WORKSHOP

Date: May 23, 2018
Time: 9:00 a.m. – 12:00 p.m.
Registration: 9:00 a.m.
Location: Meeting Room 2072C

Please join for an interactive, interactive learning session that includes the Music City Center's RFP process and is designed to include valuable tips and operators from the Procurement Technical Assistance Center and the Nashville Business Incubation Center. In an effort to provide a more engaging, instructional experience, limited seating is available.

Please RSVP by May 18, 2018 at:
<http://www.musiccitycenter.com/registration/101-workshop>

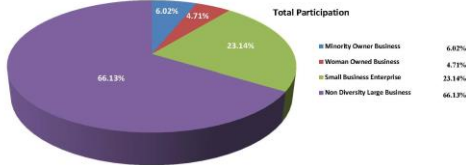
Expansion Projects Diversity Participation			
# of Firms by Classification	DBE Contractors	DBE \$ To Date	DBE % To Date
Minority Owned Business Entities	9	\$795,363.79	6.02%
	Atlas Management	\$1,343.75	0.01%
	Care Supply	\$3,775.87	0.03%
	Concrete Pump Partners	\$13,323.15	0.10%
	Curry Electric	\$118,793.99	0.96%
	Jerry B Young	\$16,428.75	0.12%
	Lojac	\$9,632.84	0.07%
	MIG	\$598,953.15	4.53%
	Structural Bolt	\$6,112.29	0.05%
	TRC Worldwide	\$27,000.00	0.20%
Woman Owned Business Entities	10	\$620,289.65	4.71%
	Access Data	\$158,313.97	1.20%
	C & R Services	\$8,016.00	0.06%
	E-Solutions	\$3,505.78	0.03%
	Hire Quest/Trojan	\$20,911.32	0.16%
	Mayer Electric	\$240,850.31	1.82%
	Ram Tool	\$77,690.61	0.59%
	Reed Landscaping	\$8,643.16	0.07%
	Stone Tree	\$98,508.65	0.75%
	Shane Trucking	\$3,930.85	0.03%
	YAD Consulting	\$2,282.75	0.02%

Small Business Entities	11	\$3,857,835.63	23.14%
BJB Construction		\$6,500.00	0.05%
Colar Chapel		\$30,048.50	0.23%
Chef Dal Restaurant		\$40,094.75	0.30%
Colar Crew		\$6,230.00	0.05%
D. Nickel		\$832,650.40	6.30%
Geo Forma		\$103,550.00	0.78%
Liberty Construction		\$18,928.75	0.14%
Music City Floors		\$1,000.00	0.01%
Music City Waste		\$3,400.00	0.03%
Nashville Sheet Metal		\$46,267.14	0.35%
Taylor's Concrete Cutting		\$7,679.00	0.06%
Tennessee Underground		\$34,500.00	0.26%
Thomas Construction*		\$1,026,187.09	14.58%

Total DBE Participation || **32** || **\$4,472,689.07** || **33.87%**

* Estimate of Thomas Construction* Dollars & Percentage

Total Spent (less Permits and Insurance) || **\$13,210,641.22** || **as of Pay App #13a11a**



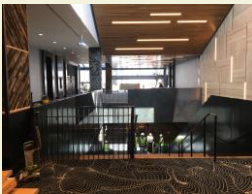
Construction Progress



5th + Broadway Parking Garage Level B2

Construction Progress

Conference Center Ballroom
Renovation



Conference Center
Renovation

MOU WITH METROPOLITAN GOVERNMENT



OPERATIONS UPDATE



RFP BUSINESS SERVICES



**RFP VALET PARKING
SERVICES**



**RFP
EMERGENCY MEDICAL
TECHNICIAN SERVICES**



**DISTRIBUTION
ANTENNA SYSTEM
CONTRACT EXTENSION**



- **EARTH WEEK**
- **MCC 5TH ANNIVERSARY**

Earth Week at Music City Center!



- Monday Theme: Reuse!**
Activity: Bring a reusable mug to the Fresh Pick Market & Café for a free coffee when you show your MCC badge.
- Tuesday Theme: Recycle**
Activity: Free and safe electronics recycling for all staff from 11am–2pm
- Wednesday Theme: Transportation**
Activity: Calculate the impact of your commute!
- Thursday Theme: Food Waste**
Activity: Lunch & Learn on meal planning and food waste with Cookingup.org
- Friday Theme: Conservation**
Activity: Help clean up Radnor Lake State Park

We had great participation and were able to award stainless steel MCC Sustainability water bottles, reusable food storage containers, seedum plants, honey, seed packets, meal planning guides, and reusable notebooks!

Get Food Smart TN



The Music City Center has been recognized as an inaugural member of a new state-wide initiative called Get Food Smart TN. This voluntary program administered by the Tennessee Department of Environment and Conservation's Office of Policy and Sustainable Practices recognizes participants for their food-conscious actions. The goal of the program is to encourage entities not currently engaged in food waste reduction, recovery, and/or diversion to take action.



TAX COLLECTIONS

MCC/Hotel Tax Collection

MCC Portion of February 2018 Tourism Tax Collections

	FY 2017	FY 2018	Variance
2/5 of 5% Occupancy Tax	\$1,754,258	\$1,671,484	-4.72%
Net 1% Occupancy Tax	\$778,119	\$724,939	-6.83%
S2 Room Tax	\$1,106,592	\$1,048,285	-5.27%
Contracted Vehicle	\$60,506	\$178,656	195.27%
Rental Vehicle	\$98,782	\$174,888	77.04%
Campus Sales Tax	\$1,391,812	\$2,225,625	59.91%
TDZ Sales Tax Increment	\$0	\$0	0.00%
Total Tax Collections	\$5,190,068	\$6,023,876	16.07%

MCC Portion of Year-to-Date Tourism Tax Collections

	FY 2017	FY 2018	Variance
2/5 of 5% Occupancy Tax	\$14,034,307	\$15,526,639	10.63%
Net 1% Occupancy Tax	\$6,109,728	\$6,786,779	11.08%
S2 Room Tax	\$8,908,908	\$9,354,730	5.00%
Contracted Vehicle	\$1,010,830	\$1,397,987	38.30%
Rental Vehicle	\$1,009,792	\$1,099,098	8.84%
Campus Sales Tax	\$12,363,034	\$12,139,746	-1.81%
TDZ Sales Tax Increment	\$22,778,163	\$27,641,384	21.35%
Total YTD Tax Collections	\$66,214,762	\$73,946,363	11.68%

All numbers subject to change by CCA Auditors

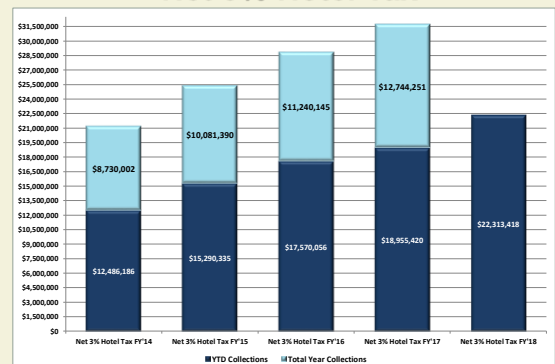
MCC/Hotel Tax Collection

Collections Thru February 2018 (excludes TDZ)

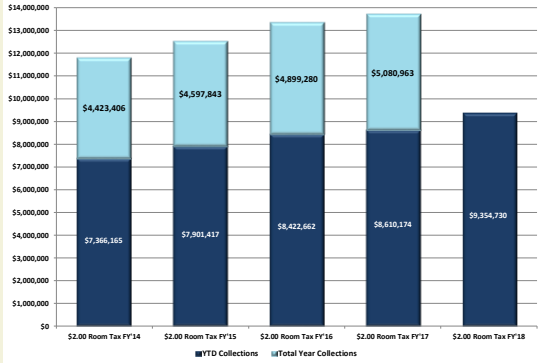
	2/5 of 5% Occupancy Tax	Net 1% Occupancy Tax	S2 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Campus Tax	Total	Variance to FY 17-18
July	\$2,039,304	\$902,488	\$1,292,898	\$155,567	\$142,722	\$1,693,384	\$6,226,362	-1.69%
August	\$1,998,283	\$893,795	\$1,216,121	\$174,409	\$168,297	\$740,274	\$5,191,178	-6.12%
September	\$2,387,369	\$1,064,670	\$1,367,376	\$191,229	\$143,228	\$701,167	\$5,855,038	24.11%
October	\$2,515,399	\$1,107,769	\$1,331,860	\$203,399	\$160,623	\$3,716,125	\$9,035,175	56.34%
November	\$1,922,729	\$833,717	\$1,123,770	\$161,409	\$60,270	\$1,437,882	\$5,539,777	-12.87%
December	\$1,651,629	\$687,340	\$1,045,165	\$103,448	\$204,429	\$1,064,753	\$4,756,764	38.55%
January	\$1,340,442	\$572,062	\$929,255	\$229,870	\$44,643	\$560,537	\$3,676,809	-20.21%
February	\$1,671,484	\$724,939	\$1,048,285	\$178,656	\$174,888	\$2,225,625	\$6,023,876	16.07%
March	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
April	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
May	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
June	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
YTD Total	\$15,526,639	\$6,786,779	\$9,354,730	\$1,397,987	\$1,099,098	\$12,139,746	\$46,304,979	10.38%

All numbers subject to change by CCA Auditors

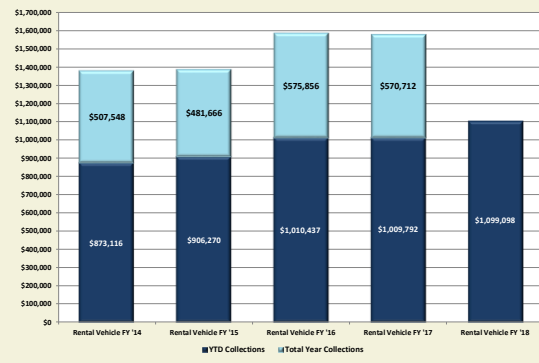
Net 3% Hotel Tax



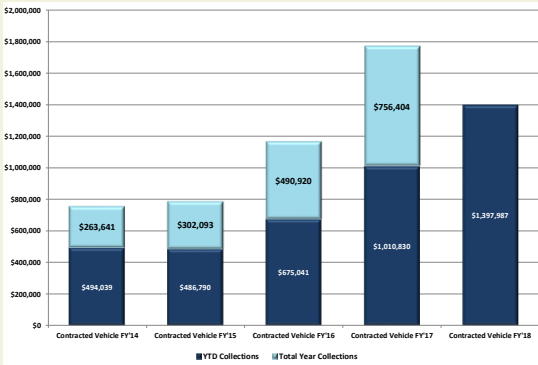
\$2 Room Tax



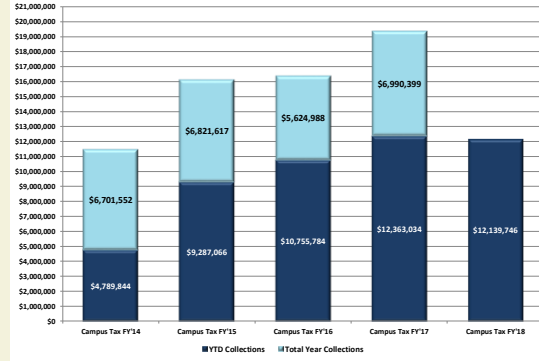
Rental Vehicle



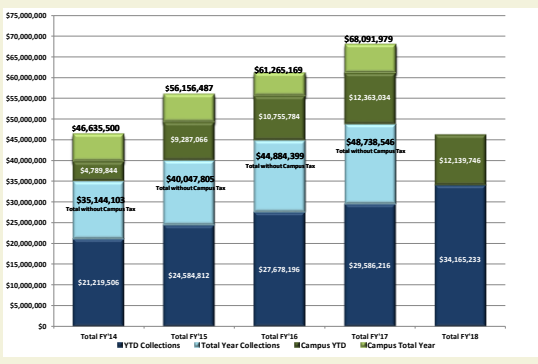
Contracted Vehicle



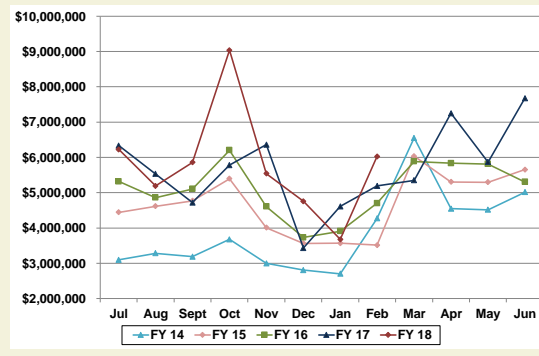
Campus Tax



TOTAL MCC COLLECTIONS BY YEAR WITH CAMPUS TAX (EXCLUDES TDZ)



TOTAL MCC COLLECTIONS BY YEAR (excludes TDZ)



MARCH EVENTS

- 19 Events
- 33,627 Attendees
- 55,128 Room Nights
- \$46,768,828 Economic Impact

MARCH TOURS & SITE VISITS

- 2 Group tours with 3 attendees
- 2 Sales Site Visits



Convention Center Authority



May 3, 2018



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date") by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Metropolitan Government") and **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority").

WITNESSETH:

WHEREAS, the Convention Center Authority issued Tourism Tax Revenue Bonds, including Series 2010B, to pay the costs associated with planning, designing, engineering, acquiring, constructing, equipping, furnishing, improving, repairing, refurbishing and opening the Music City Center;

WHEREAS, as a part of the bond financing for the Music City Center, the Convention Center Authority entered into an Indenture of Trust, dated as of April 1, 2010, by and between the Convention Center Authority and U.S. Bank National Association, as the Trustee, pursuant to which the Series 2010B Bonds were issued (the "Indenture;" capitalized terms used but not defined in this Agreement have the meanings given them in the Indenture);

WHEREAS, the Indenture, pursuant to Section 5.02(f), established a Surplus Revenue Fund, which was further described in Section 5.10;

WHEREAS, the purpose of the Surplus Revenue Fund was to (i) receive and hold all Tourism Tax Revenues and Project Operating Revenues which are not otherwise used to pay Operating Expenses or required to be deposited into any other Fund or Account in accordance with Section 5.05 of the Indenture, and (ii) make disbursements into other Funds and Accounts or to Persons, including, without limitation, the Metropolitan Government, as required by the Indenture;

WHEREAS, pursuant to Section 5.10(b) of the Indenture, all moneys on deposit in the Surplus Revenue Fund shall be used and applied in the following order: (i) for the payment of Operating Expenses as and when such expenses arise to the extent moneys are unavailable in the Revenue Fund for such purpose, (ii) to cure any deficiency in the Debt Service Fund, (iii) to cure any deficiency in the Debt Service Reserve Fund, (iv) to reimburse the Metropolitan Government for all Non-Tax Revenues used to pay Debt Service and (v) with the consent and at the direction of the Director of Finance, for any other lawful purpose;

WHEREAS, the Convention Center Authority receives certain Tourism Tax Revenues from the Metropolitan Government under the Intergovernmental Project Agreement (Convention Center Project) dated as of February 1, 2010, by and between the Metropolitan Government, the Convention Center Authority and The Metropolitan Development and Housing Agency of Nashville and Davidson County, including (i) revenues received by the Metropolitan Government and granted to the Issuer under the terms of the Intergovernmental Agreement derived from 3% of the 6% hotel/motel tax imposed pursuant to Tennessee Code Annotated

Section 7-4-102 and Metropolitan Code Section 5.12.020 to be charged, per night, to the occupant of any hotel, motel or other specified transient lodging within the Metropolitan Government, less that portion of such tax required to be deposited to the Metropolitan Government General Fund pursuant to Section 7-4-102(b)(3) and Section 7-4-110(f) of the Tennessee Code Annotated (the "Hotel/Motel Tax Revenues"); (ii) revenues received by the Metropolitan Government from \$2.00 of the \$2.50 hotel room occupancy tax to be charged, per night, to the occupant of any hotel, motel or other specified transient lodging within the Metropolitan Government pursuant to Tennessee Code Annotated Section 7-4-202 and Metropolitan Code Section 5.12.120 and granted to the Issuer by the Metropolitan Government under the terms of the Intergovernmental Agreement (the "Room Occupancy Tax Revenues"); and (iii) revenues received by the Metropolitan Government pursuant to TCA 67-6-103 from the diversion of sales tax revenues collected at the Convention Center Project and any convention center hotel that is approved by the Tennessee Department of Finance and Administration in accordance with TCA 67-6-103 (the "MCCA Campus Sales Tax Revenues"); and

WHEREAS, the Metropolitan Government and the Convention Center Authority wish to enter into this Agreement to allow for the allocation and transfer of a portion of the Hotel Motel Tax Revenues, the Room Occupancy Tax Revenues and the MCCA Campus Sales Tax Revenues (collectively, the "Revenues") held in the Surplus Revenue Fund.

NOW, THEREFORE, in consideration of the premises, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Allocation of Surplus Revenues.

a. No later than September 30, 2018, the Convention Center Authority agrees to transfer back to the Metropolitan Government a total of Seven Million Five Hundred Thousand Dollars and No/00 (\$7,500,000) of the Revenues for Fiscal Years 2017 and 2018. No later than August 31, 2019, the Convention Center Authority agrees to transfer back to the Metropolitan Government a total of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) of the Revenues for Fiscal Year 2019.

b. Beginning with Fiscal Year 2020, and pursuant to the Indenture, and in complete satisfaction of the Director of Finance's rights or ability to transfer or request funds pursuant to Section 5.10(b) of the Indenture, and for so long as the Convention Center Authority can pay its Operating Expenses as and when such expenses arise, can cure any deficiency in the Debt Service Fund and cure any deficiency in the Debt Service Reserve Fund, the Convention Center Authority agrees to transfer back to the Metropolitan Government on an annual basis the greater of [i] Two Million Five Hundred Thousand Dollars and No/00 (\$2,500,000) or [ii] five percent (5.0%) of the Revenues in excess of Two Million Dollars and No/00 (\$2,000,000).

For illustrative purposes only, if the Convention Center Authority received Revenues of \$65,000,000 in a fiscal year, \$3,150,000 would be transferred to the Metropolitan Government, calculated as follows:

$$\$65,000,000 - \$2,000,000 = \$63,000,000 * 5.0\% = \$3,150,000$$

2. Timing of Transfer. Beginning with Fiscal Year 2020, for any fiscal year in which payment is owed to the Metropolitan Government, payment of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) shall be made by the Convention Center Authority on or before August 31st for the preceding fiscal year. If payment in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) is due, such excess shall be paid to the Metropolitan Government not later than October 31st for the preceding fiscal year.

3. Term of Agreement. The initial term of this Agreement, and the duties and responsibilities of the parties hereunder, shall begin on the Effective Date and shall extend for so long as the Convention Center Authority is receiving the Revenues under the Intergovernmental Project Agreement (Convention Center Project).

4. Default. In the event any of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder. Notwithstanding anything to the contrary herein, termination of this Agreement shall not be permitted if such termination would impair in any way the ability or capacity of any of the parties hereto to fully and timely fulfill its obligations under any contract or agreement with any third party.

5. Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

6. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any litigation arising out of this Agreement shall be in the courts of Davidson County Tennessee.

7. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

8. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

9. Force Majeure. No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

10. Maintenance of Records. The books, records, and documents of the parties, as they relate to any money received under this Agreement, shall be maintained in accordance with the Metropolitan Government's record retention policies, generally for a period of seven (7) years from the date of the payment. The records shall be maintained in accordance with generally accepted accounting principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

CONVENTION CENTER AUTHORITY OF
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

Chairman

APPROVED AS TO AVAILABILITY
OF FUNDS

ATTEST:

Secretary

Director of Finance

APPROVED AS TO FORM AND
LEGALITY:

Director of Law

ATTEST:

Metropolitan Clerk



RFP Intent to Award Summary Sheet for the Music City Center

RFP: *Business Services for the Music City Center*

Selected Vendor:
The UPS Store

Compensation and Cost:

Facility Space Rental in the amount of \$500 per month

Commission Percentage of Gross Sales Paid Monthly to MCC

Percentage	Monthly Revenue
3%	\$0-\$5,000.00
10%	\$5,000.01-\$50,000.00
12%	\$50,000.01-100,000.00
14%	greater than \$100,000.00

"Revenue" means total revenues for all sales of goods and services at the business service center, less sales or other taxes and items sold at cost. Unlike some vendors who exclude the sales of items printed off site or exclude the cost of shipping on items sent from a convention center; The UPS store does not include all the sales of any items at the MCC business service center as defined above.

\$75,000 Capital Investment or Additional Space

Term:

Two (2) year term with three (3), one (1) year renewal options

DBE participation:

None

Other Vendors that Submitted Bids:



RFP Intent to Award Summary Sheet for the Music City Center

RFP: *Valet Parking Services for the Music City Center*

Selected Vendor:

Towne Park

Compensation and Cost:	<i>Yr. 1</i>	<i>Yr. 2</i>	<i>Yr. 3</i>	<i>Yr. 4</i>	<i>Yr. 5</i>
Valet Parking per Hour	<i>\$17.00</i>	<i>\$17.00</i>	<i>\$17.50</i>	<i>\$18.00</i>	<i>\$18.50</i>
Valet Supervisor per Hour	<i>\$18.00</i>	<i>\$18.00</i>	<i>\$18.50</i>	<i>\$19.00</i>	<i>\$19.50</i>

Term:

Three (3) year term with two (2), one (1) year renewal options

DBE participation:

None

Other Vendors that Submitted Bids:

Parking Management Company (PMC)



RFP Intent to Award Summary Sheet for the Music City Center

RFP: *Emergency Medical Technician Services for the Music City Center*

Selected Vendor:

Med-Star Medical Staffing

Compensation and Cost:

	<i>Yr. 1</i>	<i>Yr. 2</i>	<i>Yr.3</i>	<i>Yr.4</i>	<i>Yr.5</i>
EMT Per hour	<i>\$25.00</i>	<i>\$25.50</i>	<i>\$26.00</i>	<i>\$26.50</i>	<i>\$27.00</i>
Ambulance On-Site	<i>\$150.00</i>	<i>\$150.00</i>	<i>\$175.00</i>	<i>\$175.00</i>	<i>\$200.00</i>

This is based on a four hour minimum charge for each EMT on duty

Term:

Three (3) years with an one time option to extend two (2) years

DBE participation:

None

Other Vendors that Submitted Bids:

Vanderbilt LifeFlight



Contract Extension Summary Sheet for the Music City Center

Contract Service: *Distribution Antenna System for the Music City Center*
Provide cellular coverage within the Music City Center

Contracted Vendor: *New Cingular Wireless PCS, LLC. (AT&T)*

Contract Value: **New Cingular Wireless PCS, LLC. (AT&T) will be compensated based on the following fees:**

Emergency Services Fee:

The Authority will pay New Cingular Wireless PCS, LLC. (AT&T) \$1,000.00 on a monthly basis commencing on the first day of the extended term.

Rent Commencement Date

New Cingular Wireless PCS, LLC. (AT&T) will pay \$2,000 per month per carrier on the first day of each month to the Authority.

Term Extension: May12, 2018 - May 12, 2023

DBE participation: *None*

Justification for Extension:

AT&T has been a great partner. They have brought in the major carriers to provide comprehensive coverage and continues to update and/upgrade equipment.