

MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The Executive Committee of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) met on July 12, 2017 at 2:30 p.m. in the Administrative Board Room of the Administrative Offices at the Music City Center, Nashville, Tennessee.

EXECUTIVE COMMITTEE MEMBERS PRESENT: Marty Dickens, Irwin Fisher, *Vonda McDaniel, Willie McDonald, and Randy Rayburn

EXECUTIVE COMMITTEE MEMBERS NOT PRESENT:

OTHERS PRESENT: Charles Starks, Charles Robert Bone, Donna Gray, Mary Brette Wylly and Bill Martin

Chair Marty Dickens opened the meeting for business at 2:30 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: Willie McDonald made a motion to approve the Executive Committee Meeting Minutes of March 9, 2017. The motion was seconded by Randy Rayburn and approved unanimously by the committee.

*Denotes arrival of Vonda McDaniel.

Bill Martin provided an overview of the compensation package for the President & CEO and the work he had completed. Charles Robert Bone then answered questions regarding the employment agreement and there was discussion. (Attachment #1)

ACTION: Randy Rayburn made a motion [i] approving the Employment Agreement and Performance Incentive Plan with Charles Starks and [ii] authorizing Marty Dickens to finalize and execute the agreement on substantially the same terms considered this day. The motion was seconded by Irwin Fisher and approved unanimously by the committee.

With no additional business a motion was made to adjourn, with no objection the Executive Committee of the CCA adjourned at 2:45 p.m.

Respectfully submitted,



Charles L. Starks
President & CEO
Convention Center Authority

Approved:



Marty Dickens, Committee Chair
CCA Executive Committee
Meeting Minutes of July 12, 2017

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is effective as of January 1, 2017 (the "Effective Date"), by and between Charles L. Starks, an individual Tennessee resident ("Executive") and The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County ("Authority").

The Authority hereby agrees to employ the Executive and the Executive hereby accepts employment, on the terms and conditions hereinafter set forth.

1. Term of Agreement

Executive's employment under the terms of this Agreement shall commence as of the Effective Date and shall be for an initial term of three (3) years (the "Term"). Executive's employment under this Agreement shall be extended automatically for an additional one year term after each year such that it has a continuous "rolling" three-year term unless terminated as provided herein or either party gives written notice to the contrary to the other at least ninety (90) days prior to commencement of any such renewal term.

2. Scope of Duties

The Executive shall perform the duties associated with the position of President and Chief Executive Officer of the Music City Center in accordance with the Job Description attached hereto as Exhibit A. The Executive will devote his full working time and best efforts to advance the interests of the Authority in furtherance of policies, procedures, duties and responsibilities established from time to time by the Board of Directors and Executive Committee of the Board ("Executive Committee") of the Authority.

3. Compensation and Benefits

The Executive shall receive an annualized salary for the initial term of this Agreement in the amount of \$304,000.00 ("Base Compensation"), starting on October 1, 2017, payable in a manner consistent with the normal payroll schedule and practices for the Authority's executives and management. Prior to October 1, 2017, the Executive's Base Compensation shall be in the amount(s) approved by the Executive Committee on March 9, 2017. Base Compensation shall be pro-rated for any partial week (or year) worked by Executive because of commencement of employment or termination. Payments of the Base Compensation shall be subject to any applicable taxes. Annually the Chairperson, in consultation with the Executive Committee, shall determine whether the Executive's salary shall be increased based on a review of the Executive's performance, recent compensation surveys of comparable positions, and any other factors the Chairperson and the Executive Committee deem appropriate.

Upon the approval of the Executive Committee, the Executive will be eligible for additional incentive compensation ("Incentive Compensation") for each year in which he provides services hereunder. The payment of Incentive Compensation shall be subject to the criteria, terms and conditions established by the Executive Committee and its determination that the Executive has achieved reasonable performance objectives established by the Executive Committee for the applicable year. Such determination shall be made on or before March 31, of each year for the preceding year, and on or before March 31, of each year thereafter.

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The performance objectives shall be established as early in each calendar year as is practicable but in no event later than the end of the first quarter of such year. The process to establish such objectives shall commence upon a written proposal to the Executive Committee by the Executive with respect to performance objectives for the applicable year. The Incentive Compensation shall be paid in full within thirty (30) days of each March 31 following the Executive Committee's determination.

In addition to the Base Compensation payable to the Executive hereunder, the Authority shall provide the Executive with all benefits in the same manner paid and provided to all employees as provided for in the Personnel Policy Manual or like document, including, but not limited to, participation in the retirement plan, health and welfare insurance and paid time off.

During the term of this Agreement, the Executive shall be entitled to reimbursement for the actual amount of expenses reasonably incurred in the performance of services authorized under this Agreement. Such expenses shall include all reasonable expenses related to the performance of the Executive's duties and responsibilities as described herein, consistent with the provisions of the Authority's Travel and Business Expense policy, and such expenses shall be reimbursed in accordance with the Authority's accounting procedures.

4. Automobile

The Authority shall provide the Executive with an automobile allowance of at least \$350.00 per month.

5. Termination of Employment

This Agreement shall be terminable as provided herein.

(a) By the Authority for Cause

The Authority may terminate the employment of the Executive for cause at any time. "Cause" shall mean [i] conviction of a felony, [ii] gross neglect of duties, [iii] an act of fraud, embezzlement, theft, or any violation of the law that is harmful to its operations, [iii] grossly negligent disclosure of information contrary to policy, [iv] engagement in any competitive activity which would constitute a breach of Executive's duty of loyalty or of Executive's obligation under this Agreement, or [v] failure to follow reasonable, express direction or instruction from the Board of Directors and/or Executive Committee. In the event of any such termination, the Executive shall have no claim for further compensation or severance pay beyond the date of termination.

(b) By the Authority Without Cause

The Authority may terminate the employment of the Executive without cause and for any reason, at any time during the term of this Agreement or any extension thereof, on thirty (30) days written notice, provided that the Authority shall thereafter pay the Executive a severance amount of one year's Base Compensation payable over twelve (12) months in a manner consistent with the normal payroll schedule and practices for the Authority's executives and management, any accrued vacation, prorated Incentive Compensation due at time of termination,

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and the equivalent of the cost to the Executive for COBRA benefit continuation for the shorter of twelve (12) months or the period after separation that the Executive remains unemployed.

(c) Death or Disability

Employment shall terminate upon the Executive's death or permanent disability in which event the Executive, personal representative or estate shall receive the benefits provided in the Employee Handbook. "Permanent Disability" shall mean the Executive's inability, due to illness, accident or any other physical or mental incapacity, to perform the duties provided for herein for an aggregate of 180 days within any period of 270 consecutive days.

(d) Resignation

The Executive may, at any time, resign upon not less than 90 days prior written notice to the Authority. The Executive shall receive Base Compensation and benefits until the last day of employment. The Executive shall have no further right to compensation or severance payments thereafter.

6. Entire Agreement; Amendment

This Agreement constitutes the entire agreement of the parties hereto as to all matters and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may not be modified, or amended, in any way, except by a writing executed by both parties, which writing sets forth such modification as its express purpose. Likewise, Executive agrees that there shall be no other agreements, terms, rights or understandings in relation to the employment, the Authority or any person or entity related to the Authority, to which the Executive will be at any time entitled, except as specifically set forth in a writing executed by both parties. There shall be no amendment of this Agreement by implication, action of the parties, course of dealing, estoppel or otherwise.

7. Law

This Agreement shall be construed according to the law of the State of Tennessee. Any lawsuit which may be brought in relation to this Agreement may be brought only in the Courts located in the Davidson County, Tennessee and each party agrees to service of process from such Courts.

8. Notices

All written notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth below or such other address as the party may designate in writing:

If to Authority:

The Convention Center Authority of Metropolitan Government of
Nashville and Davidson County
Attention: Chairperson
201 Fifth Avenue South
Nashville, Tennessee 37203

If to Employee:

Charles L. Starks
1302 Queensland Way
Mt. Juliet, Tennessee 37122

9. Counterparts

This Agreement may be executed in counterparts, which taken together, shall constitute a single integrated agreement. A copy of a signature to this Agreement (whether in PDF and e-mailed or sent by facsimile) shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

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

By: 
Marty Dickens, Chair

CHARLES L. STARKS

By: 
Charles L. Starks
President & Chief Executive Officer

Exhibit A

Music City Center President/CEO Job Description

SUMMARY OF POSITION

The President and CEO serves as the Chief Executive Officer of the Music City Center, having overall responsibility to the Board of Directors for the general management of the business activities and other affairs of the Music City Center (the “Center”) in accordance with the policies, strategies and mandates established by the Board. This position is accountable to the Board of Directors, and with Board approval, for the development of policies, procedures, and programs for achieving the goals set by the Board. The President and CEO provides the highest level of management, integrity and service to the Center’s clients and the public, by performing the following duties personally or through subordinate officers and managers.

ESSENTIAL DUTIES AND RESPONSIBILITIES (not limited to...)

- Oversees the overall operations of the Center, including responsibility for coordinating the scheduling of expositions, trade and consumer shows and other activities held at the facilities. Represents the Center where appropriate to associations, promoters, and managers of trade shows and other members of the public.
- Develop organizational policies and procedures, to coordinate functions and operations between divisions and departments, and to establish responsibilities and procedures for attaining objectives. Ensures policies are uniformly understood and consistently interpreted and followed. Provides leadership to the staff, particularly to senior managers in the development and implementation of standard operating procedures. Supports and motivates managers and their departments to pursue and aid the overall mission and to carry out their responsibilities.
- Supports the Board of Directors in carrying out its policy decisions and governance responsibilities. Ensures that the Chair and the Board are briefed on key issues in a timely manner. Provides counsel to members of the Board in identifying and addressing issues related to the Center’s mission, vision and strategic plans. Establishes and maintains an effective system of communication throughout the organization.
- Fosters a culture that promotes the highest ethical practices and encourages individual integrity, social responsibility and open lines of communication.
- Plans and administers the Center’s budget in cooperation with the Finance Committee and the Board. Ensures that the budget is operationally and fiscally efficient, considers current conditions and continues to evaluate the budget for effectiveness.

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- Establishes the Center's hierarchy and establishes specific limitations of authority regarding policies, contractual commitments, expenditures and personnel actions.
- In accordance with Board policies, oversees the adequacy and soundness of the Center's financial structure. Directs and coordinates formulation of financial programs to provide funding for new or continuing operations.
- Reviews monthly financial statements with the Board to determine progress and status in attaining objectives, and revises objectives and plans in accordance with current conditions.
- Establishes current and long range objectives, plans, and policies, based on broad goals and objectives, subject to approval by the Board.
- Serves as a resource and provides technical advice and assistance on improvements, construction and operation of the facilities in addition to management, control and direction of facility maintenance, including the structure, grounds, offices, meeting rooms, etc.
- Represents the Music City Center with major clients, customers, Metro Nashville Government, state of Tennessee and the public.
- Maintains a sound plan for the establishment of policies to ensure adequate management development and to provide a capable management succession.
- Ensures that the responsibilities, authority and accountability of all direct subordinates are defined and understood. Evaluates performance of senior leaders for compliance with the Center's established policies and objectives and as to their contributions in attaining objectives.

QUALIFICATIONS

To perform this job successfully, a candidate must be able to carry out each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable persons with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

- 10 years in a senior leadership position as a GM or AGM (or like title) of a major convention center or convention hotel with significant meeting and/or exhibiting space is strongly preferred.

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- Experience leading a tourism/convention authority that has responsibility for the destination's convention center may be considered.
- Experience working with hotels and/or DMO/CVB's to pursue convention business.
- Relevant hotel experience preferred.
- At least a Bachelor's degree from four-year college or university; and ten years' related experience in managing convention facilities; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using engaging and literate style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, boards of directors, and public bodies as necessary or required to further the organization's mission.

FINANCE AND BUDGETING

Ability to create and manage financial budgets, interpret financial statements. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations, to manage finances and budgeting. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the job's essential functions. Reasonable accommodations may be made to enable persons with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and hear. The employee is occasionally required to stand, walk, and sit. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the job's essential functions. Reasonable accommodations may be made to enable persons with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.



**MUSIC CITY CENTER
RECAP OF PERFORMANCE AGAINST GOALS**

Based on Incentive Compensation Plan

Incentive Target 20% 2017-2018
 Base Salary= \$

	YEAR 2017 - 2018			YEAR'S GOAL WEIGHTING	INCENTIVE COMPENSATION EARNED	
	PERFORMANCI GOAL	ACTUAL RESULTS	% OF GOAL ACHIEVED		%	\$
Leadership				20%	%	\$
Staffing & Recruitment				15%	%	\$
Financials				20%	%	\$
Sales & Promotion				20%	%	\$
DBE				15%	%	\$
Board Relations				10%	%	\$
				Total Incentive Earned		\$ <u> </u>

Other comments:

Approved by

MUSIC CITY CENTER
INCENTIVE
COMPENSATION PLAN

FOR
PRESIDENT AND CHIEF EXECUTIVE OFFICER

PERFORMANCE INCENTIVE COMPENSATION PLAN
THE MUSIC CITY CENTER
PRESIDENT & CHIEF EXECUTIVE OFFICER

I. BACKGROUND

The President & Chief Executive Officer's Performance Incentive Compensation Plan for The Music City Center (Incentive Plan) is designed to provide structure for the annual review and consideration of incentive reward that is based on predetermined performance goals.

II. INCENTIVE PLAN OBJECTIVES

The Incentive Plan serves several objectives, as follows:

- Supports the strategic mission of The Music City Center by setting performance objectives aligned with attainment in focus areas.
 - Provides a mechanism to enhance The Music City Center's ability to provide competitive pay levels to attract the highest quality President and Chief Executive Officer.
 - Rewards and helps to retain high-performing Executive Officers through the provision of incentive compensation.
 - Focuses the attention and efforts of the President and Chief Executive Officer on the issues that are most important to the success of the Music City Center by placing a significant fraction of the executive's compensation package on attainment of specific goals.
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III. THE PLAN DESIGN

Setting Performance Goals

Performance goals for the upcoming year is finalized annually no later than the first quarter of the calendar year. The performance period is from January 1 through December 31 of each calendar year.

Performance goals will be established annually with final approval by the Convention Center Authority. Performance goals should be realistic, but aggressive, and should address the highest-level issues of greatest priority in advancing the Music City Center to attaining its

objectives.

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PERFORMANCE INCENTIVE COMPENSATION PLAN
THE MUSIC CITY CENTER
PRESIDENT & CHIEF EXECUTIVE OFFICER

Assessing goal attainment

Assessing attainment of performance goals will include holistic consideration of the degree to which the individual effectively executed their duties and addressed issues of greatest priority, and, as appropriate, may include either quantitative goals and/or qualitative goals. These assessments will be completed for the prior year.

As a guide, three levels will be used to assess performance relative to establish performance goals:

1. **Threshold** means that an individual came close to meeting, but did not fully meet a goal.
2. **Target** means that an individual fully met a goal.
3. **Maximum** means that an individual significantly exceeded a goal.

The Executive Committee conducts a final review of the assessments and make recommendations.

Note: Threshold equals 80% accomplishment; Maximum equals at least 115% accomplishment.

Incentive Award Specifics

The incentive award covered within this Incentive Plan is 20% of base salary.

Award opportunity levels will be adjusted to reflect the success in attaining performance goals. Based upon meeting Threshold, Target or Maximum the awards will be provided as follows:

1. meeting **threshold** will earn the Participant 50% of the potential award;
2. meeting **target** will earn 100% of the potential award, and
3. significantly exceeding, **maximum**, the Participant will earn 150% of the potential award.

PERFORMANCE INCENTIVE COMPENSATION PLAN
 THE MUSIC CITY CENTER
 PRESIDENT & CHIEF EXECUTIVE OFFICER

Incentive Award Payments

Incentive awards will be considered annually following the performance period, which is the end of the performance period (December 31), payable not later than March 31.

Incentive award payments is normally paid in lump sum, but may be paid in installments at the discretion of the Authority.

Calculation of prorated incentive awards, if applicable, will be based on the Participant's attainment of performance goals and the length of time a Participant was eligible to receive an incentive award during the performance period.

The following chart outlines the treatment of the incentive award upon termination of a Participant's employment:

Termination reason	Forfeit	Prorated	Discretion of Board
Death		X	
Disability		X	
Retirement		X	
Quit	X		
Termination			X