

MINUTES OF THE 59th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 59th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on May 14, 2015 at 9:00 am, in the Administrative Conference Room of the Administrative Offices at the Music City Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Marty Dickens, Randy Goodman, Francis Guess, Vonda McDaniel, Willie McDonald, Luke Simons, and Mona Lisa Warren

AUTHORITY MEMBERS NOT PRESENT: Waverly Crenshaw, Jr., Vice-Mayor Diane Neighbors, Ex-Officio, Irwin Fisher

OTHERS PRESENT: Rich Riebeling, Charles Starks, Anne Martin, Elisa Putman, Beverly Bennett, Brian Ivey, Natasha Blackshear, Bob Lackey, Kim McDaniel, Steve Rider

The meeting was opened for business at 9:00 am by Chair Marty Dickens who stated that a quorum was present.

The next regularly scheduled meeting is scheduled for June 4, 2015.

Meeting dates for the next six months were discussed and the first Thursday of each month at 9:00 am was selected.

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: Francis Guess made a motion to approve the 58th Meeting Minutes of March 31, 2015. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Francis Guess gave an update on the Finance & Audit Committee and there was discussion (Attachment #1).

Charles Starks was asked to review the RFP for Audit Services and there was discussion (Attachment #2).

ACTION: Francis Guess made a motion [i] approving the award of the audit contract to KPMG, pursuant to its submission for this work in response to the Request for Proposals, and [ii] authorizing Marty Dickens to execute the Engagement Letter with KPMG and take any actions necessary or appropriate to finalize it on substantially the same terms as set forth in the RFP and as considered this day. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Vonda McDaniel gave an update on the DBE & Purchasing Committee and there was discussion (Attachment #1).

Charles Starks was asked to review the MOU with Bridgestone Arena and there was discussion (Attachment #3).

ACTION: Vonda McDaniel made a motion [i] approving the Memorandum of Understanding with Powers Management to provide additional security personnel at the dock entrance to Bridgestone Arena at 7th Avenue and Korean Veterans Boulevard and [ii] authorizing Charles Starks to negotiate and execute an agreement with Powers Management on substantially the same terms as considered this day. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Charles Starks was asked to review the Beekeepers Agreement and there was discussion (Attachment #4).

ACTION: Luke Simons made a motion [i] approving the Memorandum of Understanding with the volunteer beekeepers Ron Ledford Jr. and Jamie Meredith to provide beekeeping services and [ii] authorizing Charles Starks to negotiate and execute an agreement with the volunteer beekeepers on substantially the same terms as considered this day. The motion was seconded by Vonda McDaniel and approved unanimously by the Authority

Charles Starks then gave an operations update and there was discussion (Attachment #1).

With no additional business a motion was made to adjourn, with no objection the Authority adjourned at 10:03 a.m.

Respectfully submitted,

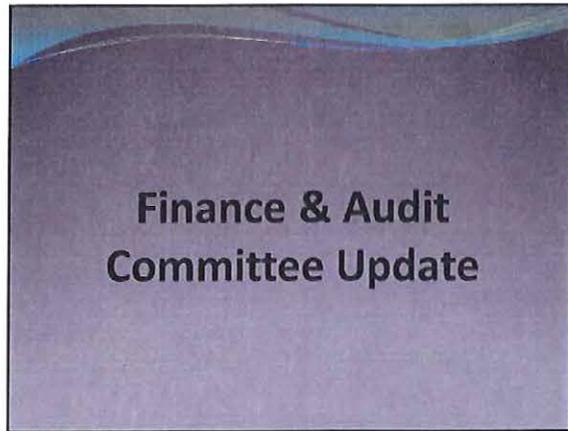
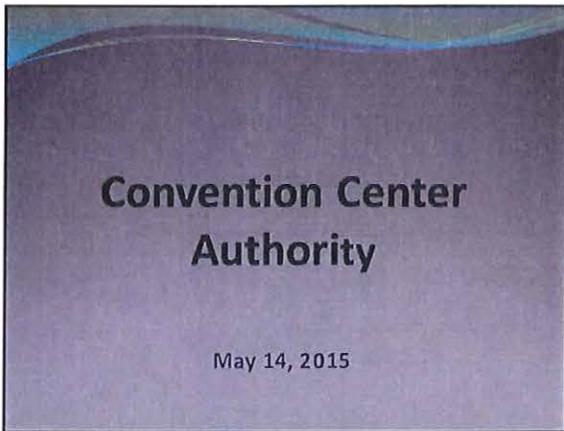
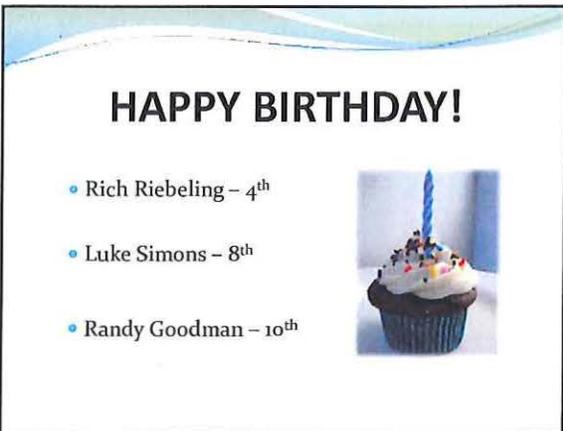
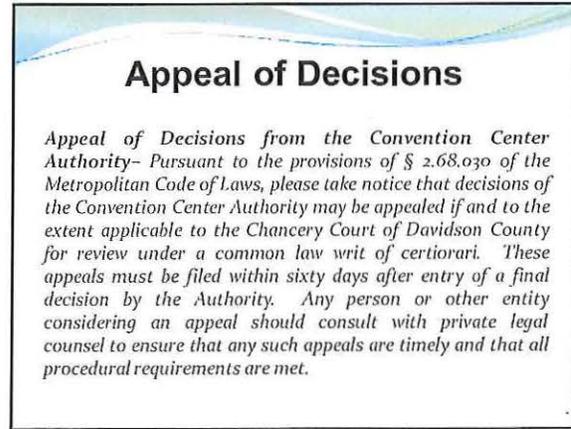
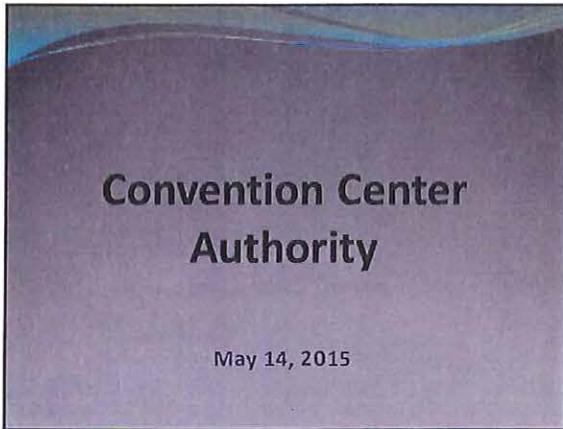


Charles L. Starks
President & CEO
Convention Center Authority

Approved:

A handwritten signature in black ink, appearing to read 'Marty Dickens', written over a horizontal line.

Marty Dickens, Chair
CCA 50th Meeting Minutes
of May 14, 2015



MUSIC CITY CENTER

FINANCIAL REVIEW

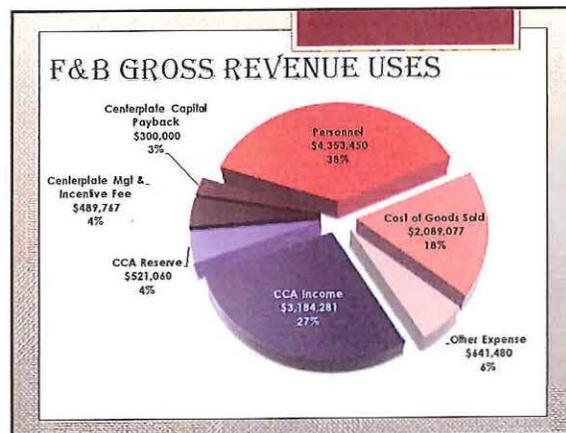
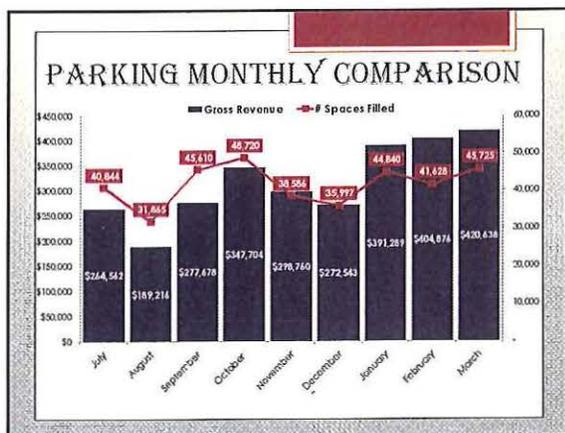
THROUGH THE 3RD QUARTER

FISCAL YEAR 2015

PARKING REVENUE SOURCES

- Monthly Parking Contracts - 492
 - Country Music Hall of Fame
 - Individuals
 - Union Station
 - MNPD
 - Cummins Station
 - MCC Contractors
 - Hume Fogg Students
 - Army Corps
 - Omni Valet
- Special Events
 - Flat rate to Bridgestone for Predator Season Ticket Holders
 - Average MCC Revenue per special event \$10,300
- New Monthly Parking Rates
 - Effective March 1, 2015
 - \$100 - 24 hour access
 - \$85 - Mon-Fri 6am-6pm access
- Parking Coupon Agreements
 - Country Music Hall of Fame
 - OmniSelf-Park
 - Predators' Ice Officials
 - Omni & Bridgestone Employees
 - MCC Contractor

The MCC Garage filled a total of 48 days (July - March)



OPERATIONAL HIGHLIGHTS

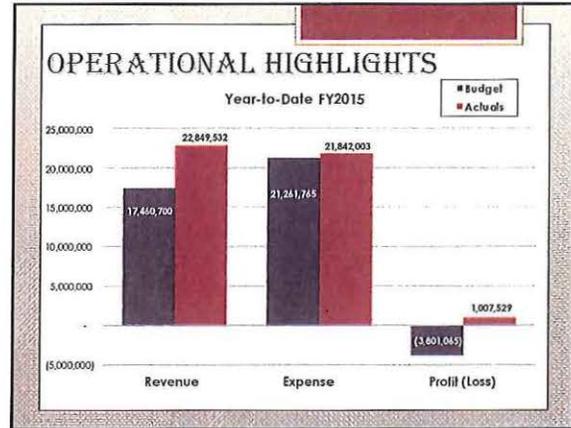
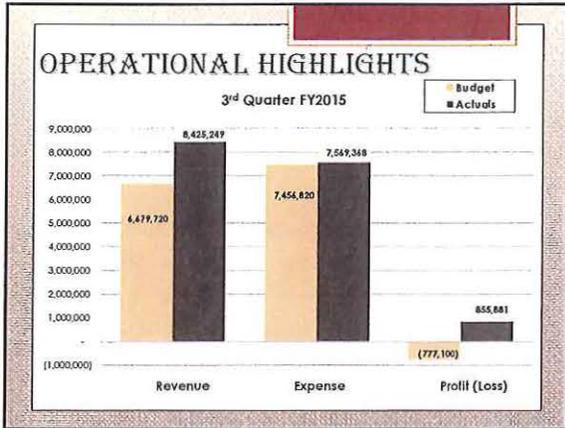
Challenges

- Utility Expense - current lower billings compensating for previous overages, but history is unpredictable
- A/V Revenue - currently \$80k under budget YTD
- Forecasting - continue to refine methodology with limited historical data

OPERATIONAL HIGHLIGHTS

Achievements

- F&B Revenue - beating budget by almost \$3.2 Million YTD
- Building Rental - beating budget by \$762k YTD
- Parking Revenue - beating budget by \$577k YTD
- Technology - beating budget by \$643k YTD



- ### LOOKING FORWARD
- o May – New insurance rates go into effect
 - o May – Audit contract to be finalized & FY2015 Audit to begin
 - o May/June – Necessary Year End Purchases
 - o June 3rd – Present FY2016 budget to the Metro Council
 - o June 30 – Fiscal Year End
 - o NCC Redevelopment

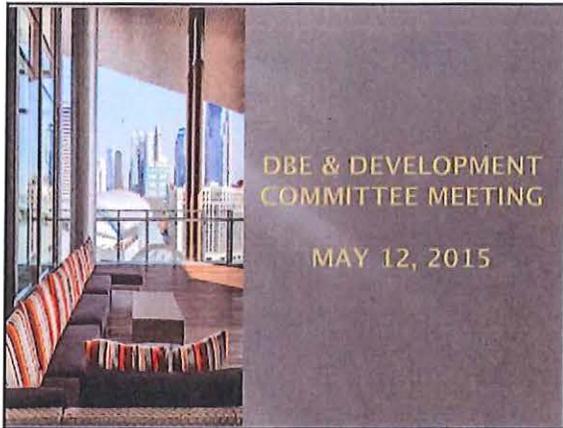
MUSIC CITY CENTER

FINANCIAL REVIEW

THROUGH THE
3RD QUARTER

FISCAL YEAR
2015

DBE & Development Committee Update



FY15 3rd Quarter DBE Participation Summary

	3 rd Quarter	FY15 YTD (3/31/15)
LMG	\$7,300	\$ 278,000
Centerplate:	31.8% - \$328,000	36.3% - \$1.1M
MBE	4.25% - \$47,000	5.4% - \$150,000
WBE	21.6% - \$223,000	27.4% - \$765,000
SBE	5.65% - \$58,000	3.5% - \$97,000
Music City Center:	43.65% - \$490,000	48.66% - \$2.7M
MBE	4.72% - \$53,000	7.7% - \$435,000
WBE	14.4% - \$161,000	16.2% - \$912,000
SBE	24.58% - \$276,000	24.69% - \$1.4M

OMNI 2014 Local Participation

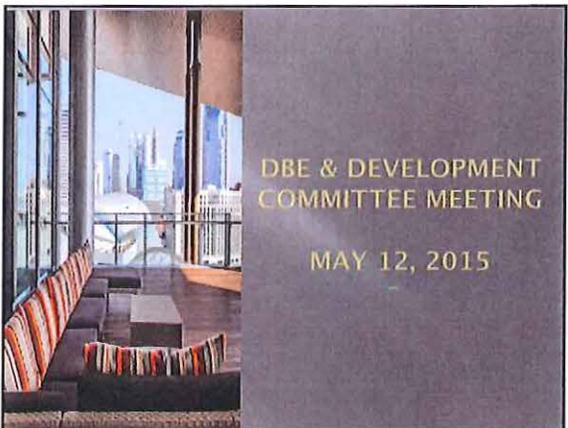
COMMITMENT TO LOCAL HIRING	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total FTEs	641	640	652	663	672	667	702	626	626	672	694	676
# FTEs (40 hours) Residents of Nashville Metropolitan Statistical Area	613	623	654	636	634	631	621	631	652	651	680	651
# FTEs (40 hours) Residents of Division/County	510	518	530	547	530	551	580	530	551	551	651	627

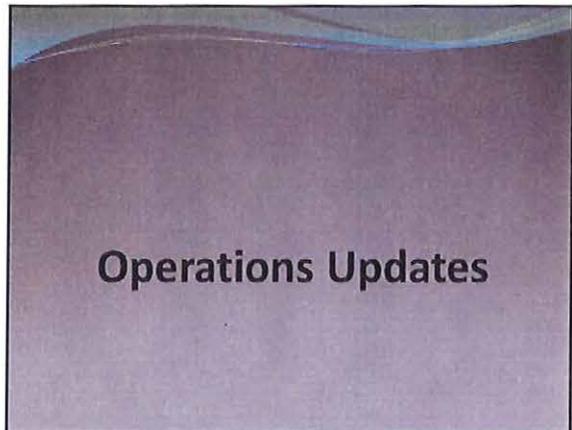
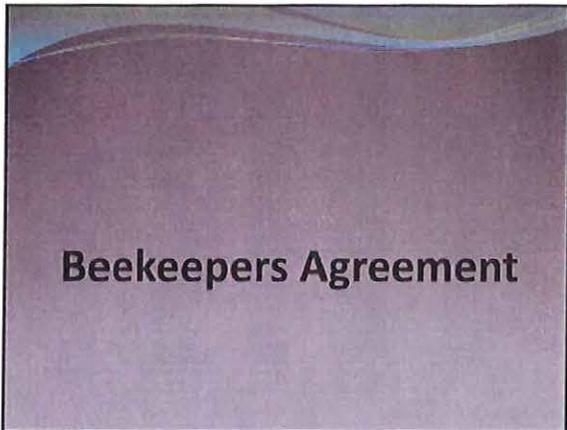
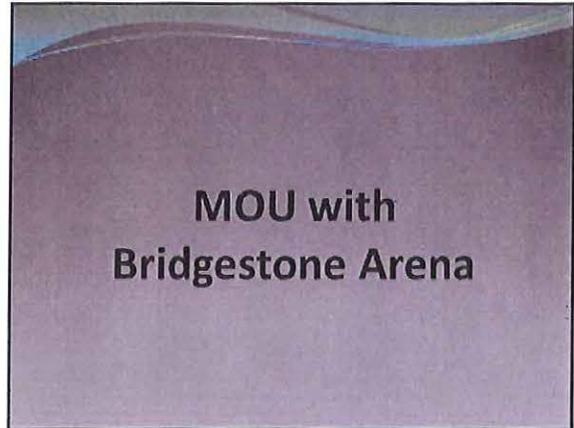
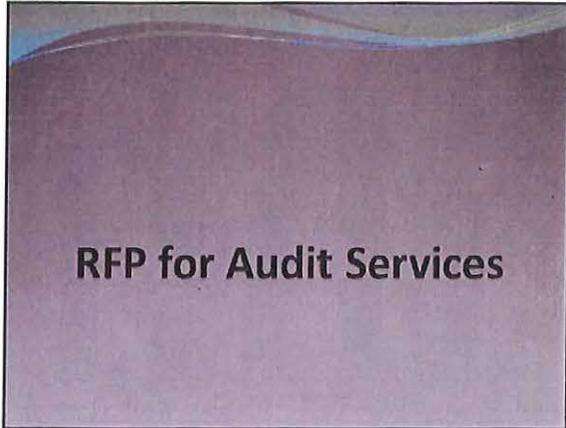
OMNI 2014 DBE Participation

SUPPLY AND SERVICE EXPENDITURE COMMITMENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2014 Total
Nashville Metropolitan Statistical Area Business Area	\$8,699	\$106,748	\$74,834	\$77,464	\$148,011	\$42,538	\$63,472	\$121,892	\$157,672	\$146,748	\$125,960	\$114,720	\$1,464,581
Small, minority and women-owned business enterprises	\$19,767	\$33,697	\$21,648	\$29,378	\$43,050	\$4,458	\$13,138	\$27,350	\$33,800	\$18,130	\$28,026	\$30,811	\$275,298

- ### Furniture, Fixtures, and Equipment (FF&E) Overall Summary
- ▣ FF&E Budget of \$13.65M
 - ▣ Issued over 500 invoices
 - ▣ Utilized 86 companies
 - ▣ Final FF&E Spend of \$13.48M
 - ▣ DBE Participation 20.38% - \$2.7M
 - ▣ MBE 3.0% - \$407,000
 - ▣ WBE 14.8% - \$2M
 - ▣ SBE 2.60% - \$349,000

- ### DBE HAPPENINGS
- ▣ Hosted First Annual Purchasing /DBE Breakfast in December
 - ▣ Imperial Cleaning : Testimonial Speaker
 - ▣ Assisted company in obtaining MBE certification
 - ▣ Landed six figure contract with HCA/Skanska project
 - ▣ Attended Tennessee Latin America Chamber of Commerce Meeting , GODBE Diversity Business Marketplace, and MNAA Annual Procurement/Diversity Luncheon
 - ▣ Panel speaker at TDOT DBE Symposium





MCC/Hotel Tax Collection

As of February 28, 2015

	2% of 5% Occupancy Tax	Net 1% Occupancy Tax	12 Room Tax	Contracted Vehicle Tax	Rental Vehicle Tax	Campus Tax	Total	Variance to FY 13-14
July	\$1,381,212	\$551,047	\$1,160,542	\$62,821	\$131,476	\$1,191,877	\$4,441,375	43.62%
August	\$1,442,332	\$606,016	\$1,053,091	\$70,828	\$122,069	\$1,232,859	\$4,018,463	40.60%
September	\$1,468,485	\$636,512	\$1,071,434	\$60,705	\$117,510	\$1,395,134	\$4,767,971	49.65%
October	\$1,765,577	\$747,918	\$1,173,158	\$74,749	\$149,332	\$1,497,505	\$5,393,849	48.77%
November	\$1,297,747	\$518,812	\$1,048,906	\$63,361	\$169,247	\$1,698,378	\$4,028,333	33.77%
December	\$1,421,213	\$565,714	\$1,056,419	\$43,203	\$101,681	\$908,697	\$3,564,538	27.04%
January	\$1,025,184	\$457,777	\$714,743	\$10,838	\$92,065	\$1,156,917	\$3,567,161	28.12%
February	\$1,228,044	\$526,601	\$838,015	\$48,817	\$92,827	\$714,838	\$3,614,982	-17.67%
March								
April								
May								
June								
YTD Total	\$10,753,791	\$4,536,544	\$7,901,417	\$406,700	\$998,270	\$9,237,645	\$33,871,872	30.23%

These numbers are still subject to change by Miami Division of Accounts Auditors.

MCC/Hotel Tax Collection

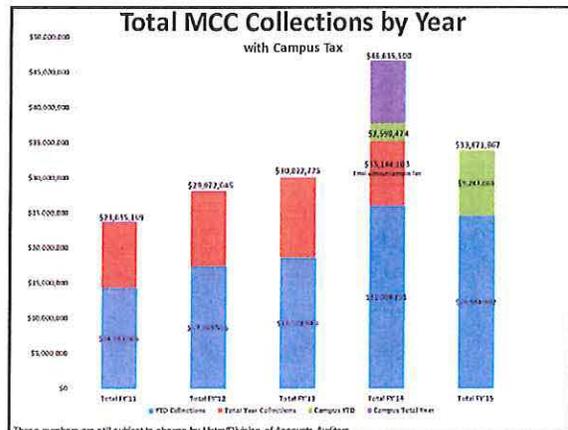
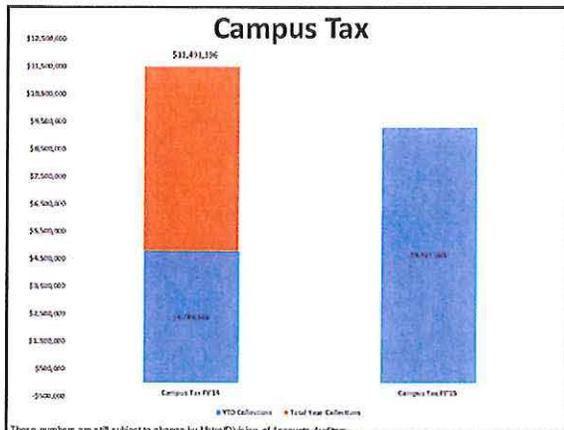
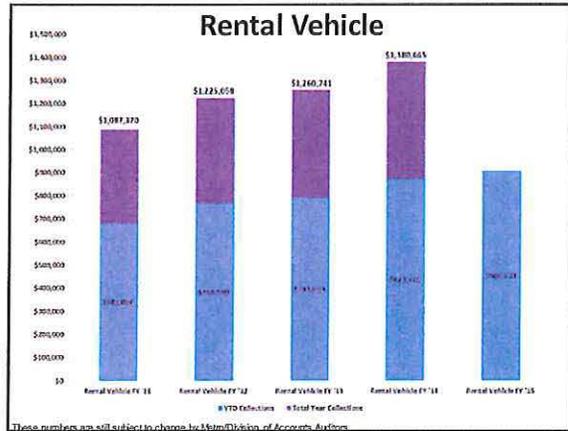
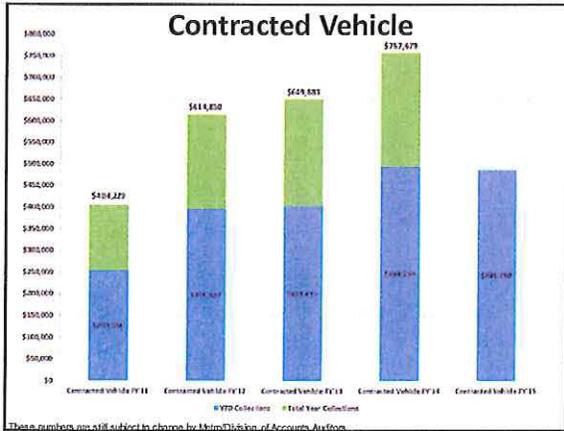
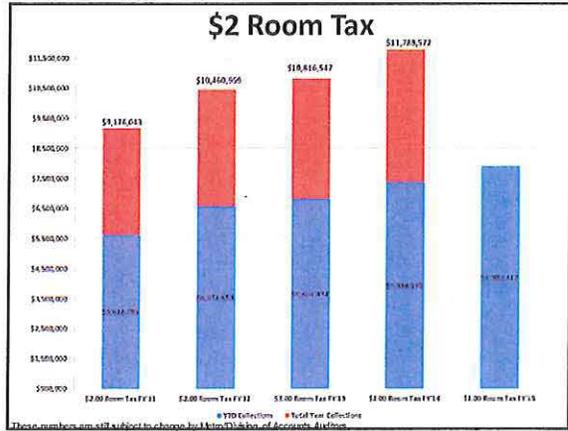
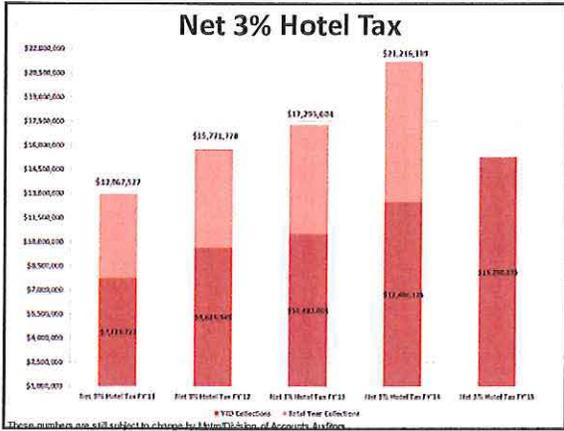
MCC Portion of February 2014 Tourism Tax Collections

	FY 2014	FY 2015	Variance
2% of 5% Occupancy Tax	\$2,055,008	\$2,226,644	10.80%
Net 1% Occupancy Tax	\$448,307	\$528,601	17.96%
12 Room Tax	\$653,254	\$608,955	-6.67%
Contracted Vehicle	\$57,014	\$55,619	-2.30%
Rental Vehicle	\$111,512	\$92,827	-16.76%
Campus Sales Tax	\$2,720,001	\$714,838	-73.64%
Total Tax Collections	\$4,769,135	\$5,534,982	-17.87%

MCC Portion of Year-to-Date FY2015 Tourism Tax Collections

	FY 2014	FY2015	Variance
2% of 5% Occupancy Tax	\$8,836,068	\$10,733,730	21.41%
Net 1% Occupancy Tax	\$3,630,123	\$4,536,545	24.97%
12 Room Tax	\$7,356,365	\$7,901,417	7.27%
Contracted Vehicle	\$84,033	\$48,700	-4.31%
Rental Vehicle	\$97,116	\$60,270	3.80%
Campus Sales Tax	\$4,789,644	\$7,287,066	93.89%
SubTotal YTD Tax Collections	\$26,009,350	\$33,871,877	10.21%
10% Sales Tax Increment	\$183,524	\$11,508,959	2,393.21%
Total YTD Tax Collections	\$26,493,304	\$45,420,733	71.45%

These numbers are still subject to change by Miami Division of Accounts Auditors.



MARCH Events

- 18 Events
- 43,250 Attendees
- 50,260 Room Nights
- \$40,588,519 Economic Impact

APRIL Events

- 29 Events
- 160,367 Attendees
- 58,721 Room Nights
- \$107,322,119 Economic Impact

MARCH Tours & Site Visits

- 17 Sales Site Visits
- 9 Group Tours with 424 attendees. This included 3 public tours with 34 attendees.

APRIL Tours & Site Visits

- 18 Sales Site Visits
- 5 Group Tours with 76 attendees. This included 3 public tours with 47 attendees.

Convention Center Authority

May 14, 2015



RFP Intent to Award Summary Sheet for the Music City Center

RFP: *Auditing Services for the Music City Center*

Selected Vendor:

KPMG

Compensation and Cost:

KPMG will be compensated on a total fixed fee basis.

Total fixed fee amount over life of contract to be paid is \$376,900

KPMG will be compensated each year according to the following:

	<i>Year1</i>	<i>Year2</i>	<i>Year3</i>	<i>Year4</i>	<i>Year 5</i>
Audit Total	<i>\$53,000.00</i>	<i>\$54,000.00</i>	<i>\$55,200.00</i>	<i>\$56,300.00</i>	<i>\$57,500.00</i>
Savings Trust Audit Total	<i>\$20,900.00</i>	<i>\$19,900.00</i>	<i>\$20,000.00</i>	<i>\$20,000.00</i>	<i>\$20,100.00</i>

* Form 5500 Filing Fee is included in Savings Trust Audit Total for each year*

Term:

Five (5) year term

With no options to extend

DBE participation:

30% of auditing services will be performed by Hoskins and Company

Hoskins & Company is a Minority Business Enterprise (MBE), and Small Business Enterprise (SBE)

Other Vendors that Submitted Bids:

BKD CPA's & Advisors

Crosslin & Associates

Experis Finance

KPMG

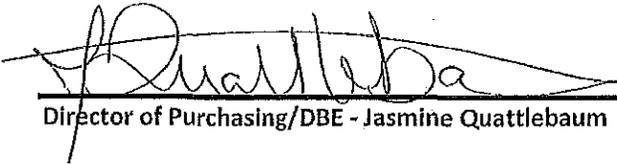
Kraft CPA's

Lattimore Black Morgan & Cain



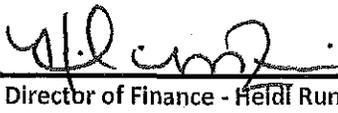
RFP Intent to Award Signature Page

RFP: *Auditing Services for the Music City Center*



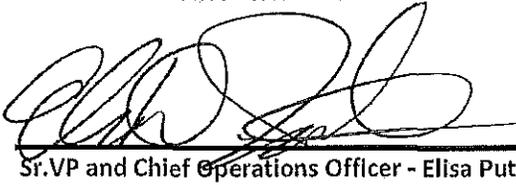
Director of Purchasing/DBE - Jasmine Quattlebaum

4/9/15
Date



Director of Finance - Heidi Runlon

4/9/15
Date



Sr.VP and Chief Operations Officer - Elisa Putman

4/9/15
Date



President & CEO - Charles Starks

4/9/15
Date

RFP #101-2015 Auditing Services

This RFP was issued **Tuesday January 20th, 2015** by the Convention Center Authority of Metropolitan Government of Nashville and Davidson County, (hereafter CCA). CCA was seeking competitive sealed proposals from qualified firms to provide Auditing Services for the Music City Center.

A pre-proposal conference was held on **Wednesday January 28th, 2015** for this RFP. CCA received six (6) proposals prior to the deadline of **Wednesday February 25th, 2015**.

The evaluation committee reviewed the **six (6) proposals** individually, and then met as a whole on **Tuesday, April 7th, 2015**. The panel conducted a detailed review of all vendors' proposals, all evaluation criteria and the main functional requirements contained in the RFP supplied.

The evaluation committee determined that **KPMG** was the most responsive vendor to the specifications in this Request for Proposal. They are the best firm with a comprehensive understanding of the project scope, strong diversity plan, has a track record of providing auditing services for similar entities, and excellent resources. The overall consensus concluded that KPMG's proposal was the best qualified firm for the Convention Center Authority and recommended to the Purchasing/DBE department that they be issued the award, based on a successful negotiation of a contract and Board approval.

Wednesday April 8th, 2015
MCC Purchasing Department



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made and entered into effective this _____ day of _____, 2015 by and between THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Authority") and POWERS MANAGEMENT ("Powers"). (The Authority and POWERS are collectively referred to herein as the "Parties.")

WITNESSETH

WHEREAS, the Authority is a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro Nashville") and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State's image as a convention destination, and encourage and foster economic development and prosperity and employment within the State;

WHEREAS, the Authority operates the Music City Center located at 201 5th Avenue South, Nashville, Tennessee, 37203 ("Music City Center");

WHEREAS, Powers manages and operates the Bridgestone Arena, which is a multi-use public assembly facility and is a premier entertainment destination for all types of events. The facility is also connected to the Music City Center by a shared dock entrance off of Korean Veteran's Boulevard;

WHEREAS, as a result of the amount of traffic entering the dock entrance on a daily basis for both facilities the Parties are duplicating efforts and expense addressing the management and security of that area, as set out below; and

WHEREAS, the Parties wish to reduce that duplicated effort and expense with this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and the mutual promises contained herein, the Parties agree as follows:

1. Monthly Payment of Security Services. Effective July 1, 2015 the Authority agrees to invoice Powers \$3,500.00 on the first of every month and Powers agrees to pay the Authority by the 15th of each month \$3,500.00 for security services rendered and set forth in this Agreement. Should this Agreement be renewed for an additional year, pursuant to Section 3, the Authority shall be permitted to increase the monthly fee on an annual basis to account for normal salary adjustments for staff in an amount not to exceed four percent (4%) annually.

2. Default. Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the non-breaching party shall have the right to immediately terminate the Agreement if the breaching party does not cure such breach within thirty (30) days of the date it receives written notice reasonably specifying such breach.

3. Term. This agreement will renew annually on July 1st unless either party provides written notification sixty (60) days in advance of the renewal date to the contrary. In no event shall the Agreement term, including extensions, exceed a total of five (5) years.

4. The Parties' Responsibilities. The Parties agree that their responsibilities are as follows:

a. The Authority covenants and agrees as follows:

[i] have its security staff man the security check point on average sixteen (16) hours per day, seven days a week unless there is no activity scheduled for either party; and

[ii] purchase and install the required portable structure and equipment required for such services.

b. Powers covenants and agrees as follows:

[i] pay for the subject services as set out in Section 1 herein; and

[ii] provide daily/weekly schedules of expected vehicles/deliveries and events to assist in proper access control.

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. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

7. Entire Agreement. This Agreement contains the entire understanding among 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 or among 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. Assignment. The rights and obligations of the Parties may not be assigned, except to parties under the direct control and ownership of a Party hereto.

10. Notice. Any and all notices, offers or other communications provided herein shall be given in writing and delivered in person, by facsimile transmission and confirmed by mail or hand delivery, or by nationally recognized overnight courier, or by registered or certified mail, return receipt requested, which shall be addressed as follows:

To Powers Management
David Chadwell, VP-Event Operations
501 Broadway
Nashville, Tennessee 37203

To The Convention Center Authority:
Charles L. Starks, President/CEO
Music City Center
201 5th Avenue South
Nashville, Tennessee 37203

11. Authorized Representatives; Approval. Powers represents and warrants that it has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of Powers and constitutes a valid obligation legally binding upon and enforceable against Powers. The Convention Center Authority represents and warrants that it has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of the Convention Center Authority and constitutes a valid obligation legally binding upon and enforceable against the Convention Center Authority.

12. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

[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 day and year first above written.

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

POWERS MANAGEMENT

By: _____
Charles L. Starks, President/CEO

By: _____
David Chadwell, VP – Event Operations

Date: _____

Date: _____

**AGREEMENT AND RELEASE FROM LIABILITY FOR THE CONVENTION
CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE**

This Agreement (this “Agreement”) is entered into as of the ____ day of _____, 2015 by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (“Authority”) and **JAMIE MEREDITH** (“Meredith”).

WITNESSETH

WHEREAS, the Authority is a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee (“Metro Nashville”) and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State’s image as a convention destination, and encourage and foster economic development and prosperity and employment within the State;

WHEREAS, the Authority operates the Music City Center located at 201 5th Avenue South, Nashville, Tennessee, 37203 (“Music City Center”);

WHEREAS, the Authority has identified an opportunity to create local honey as part of its interest in focusing on environmental sustainability;

WHEREAS, Meredith is interested in providing the Authority beekeeping or apiary services;

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Authority and Meredith hereby agree as follows:

1. **Duties and Responsibilities of Meredith.** Meredith will volunteer beekeeper/apiary services for the Music City Center. Meredith agrees, throughout the term of this Agreement, to adhere to the duties, responsibilities and standards that will include but not be limited to:
 - All apiary setup/removal (as needed);
 - All apiary management- including weekly checkups & cleaning apiary equipment;
 - Honey robbing/extraction as needed;
 - Providing the Authority with a list of items needed to maintain the hives;
 - Registering/maintaining all state/city paperwork for apiary; and
 - Obtain such insurance, in such form and amounts satisfactory to the Authority, and provide a certificate of insurance and endorsements demonstrating same, that will protect it from the claims arising out of its operations under this Agreement. Coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days’ prior written notice has been given to the Authority.

2. **Duties and Responsibilities of the Authority.** The Authority will provide all beekeeper/apiary equipment and supplies for the Music City Center and maintain ownership of that equipment at all times.
3. **Compensation.**
 - 3.1. For the performance of this Agreement, Meredith will work gratis and no payments shall be made whatsoever.
 - 3.2. Meredith is not entitled to benefits, including employment insurance, upon the termination of this agreement or as a result of the services provided.
4. **Release of Liability.**
 - 4.1. Meredith understands that the Music City Center's Sustainability Coordinator will control the dates and times when work is to be completed at the Music City Center.
 - 4.2. Meredith is aware that participation as a volunteer may require periods of physical labor [i.e. standing for long periods of time, lifting and carry up to 50 pounds].
 - 4.3. Meredith is voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, and agree to accept any and all risks of personal injury and property damage.
 - 4.4. If Meredith is injured in the course of the project, he understands that he is not covered by the Authority's workers' compensation program.
 - 4.5. Meredith authorizes the Authority to seek emergency medical treatment for him in case of injury, accident or illness arising from any involvement as a volunteer. Meredith will be responsible for any medical cost or other expenses incurred by such accident, illness or injury.
 - 4.6. As consideration for volunteering for the Authority, Meredith hereby agrees that assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Authority or its employees, agent, vendors, contractors, or volunteers for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, vendors, contractors, or volunteers of the Authority as a result of volunteering.
 - 4.7. Meredith, to the fullest extent permitted by law, shall indemnify and hold harmless the Authority, subsidiaries, officers, directors, employees, and agents from all claims for bodily injury and property damage that may arise from the performance of the services hereunder, including reasonable attorneys' fees, costs and expenses, arising out of his negligence or willful misconduct.
 - 4.8. Meredith hereby releases and discharges the Authority and its officers, employees, agents, vendors, contractors, and volunteers from all actions, claims, or demands that his heirs, guardians, and legal representatives now have, or may have in the future, for injury or damage resulting from their participation on the project.

5. **Termination.** The Authority may terminate this Agreement at any time and for any reason upon written notice to Meredith.
6. **Miscellaneous.**
 - 6.1. **Compliance with Laws.** Meredith agrees to comply with all applicable federal, state and local laws and regulations.
 - 6.2. **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.
 - 6.3. **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.
 - 6.4. **Entire Agreement.** This Agreement contains the entire understanding among 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 or among 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.
 - 6.5. **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.
 - 6.6. **Authorized Representatives.** Any action required of or permitted to be taken pursuant to this Agreement by any of the parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.
 - 6.7. **Maintenance of Records.** The books, records, and documents of the parties, as they relate to any work done or 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 final payment, and shall be subject to audit at any reasonable time by the Metropolitan Government, the Metropolitan Auditor, or private audit firms under contract with and representing the Metropolitan Government or the Authority. The records shall be maintained in accordance with generally accepted accounting principles.

- 6.8. **Notices.** All notices required under this Agreement shall be in writing and sent by United States mail, postage prepaid, certified, return receipt requested, or by overnight courier service or by facsimile (with a copy sent by United States first class mail, postage prepaid). All notices requested herein to be sent to the Convention Center Authority shall be sent to 201 Fifth Avenue South, Nashville, TN 37203, Attention: President and CEO, (if sent by facsimile transmission to 615-742-2104) or such other address as the Convention Center Authority may designate in accordance with the notice procedure set forth in this Section. All notices required herein to be sent to Meredith shall be sent to The BeeWerx, 2817 West End Avenue, Suite 126-403, Nashville, TN 37203-1453, or such other address as Meredith may designate in accordance with the notice procedure set forth in this Section. Any such notice, to the extent same has been properly addressed, shall be deemed to be delivered upon the earlier to occur of (i) actual receipt (which in the case of mail shall be evidenced by the date of receipt set forth on the return receipt statement and in the case of facsimile shall be upon receipt by the sender of confirmation of receipt by the addressee), or (ii) if applicable, five (5) days after the notice has been deposited in the United States mail in accordance with the provisions of this paragraph.
- 6.9. **Authorization.** Meredith represents and warrants that he has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of Meredith and constitutes a valid obligation legally binding upon and enforceable against Meredith. The Authority represents and warrants that it has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of the Authority and constitutes a valid obligation legally binding upon and enforceable against the Authority.
- 6.10. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).
- 6.11. **Media Requests.** Meredith understands that all requests from media must be approved by the Marketing and Public Relations Manager at the Music City Center and all reporters, photographers, and video crews wishing to see the beehive must be escorted by Music City Center staff.
- 6.12. **Authority Property.** Meredith understands that all materials, supplies, and tools provided by the Authority are to remain on the property of the Music City Center, and agree to return any materials, supplies, or tools to the Music City Center at the end of the volunteer service.
- 6.13. **Honey Extraction.** Meredith understands that all honey extracted is property of the Authority. Meredith is not allowed to extract or sell honey produced at the Music City Center.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be duly executed.

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

BY: _____

Print: _____

Title: _____

JAMIE MEREDITH

BY: _____

Print: _____

Title: _____

**AGREEMENT AND RELEASE FROM LIABILITY FOR THE CONVENTION
CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE**

This Agreement (this "Agreement") is entered into as of the ____ day of _____, 2015 by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("Authority") and **RON LEDFORD, JR.** ("Ledford").

WITNESSETH

WHEREAS, the Authority is a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro Nashville") and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State's image as a convention destination, and encourage and foster economic development and prosperity and employment within the State;

WHEREAS, the Authority operates the Music City Center located at 201 5th Avenue South, Nashville, Tennessee, 37203 ("Music City Center");

WHEREAS, the Authority has identified an opportunity to create local honey as part of its interest in focusing on environmental sustainability;

WHEREAS, Ledford is interested in providing the Authority beekeeping or apiary services;

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Authority and Ledford hereby agree as follows:

1. **Duties and Responsibilities of Ledford.** Ledford will volunteer beekeeper/apiary services for the Music City Center. Ledford agrees, throughout the term of this Agreement, to adhere to the duties, responsibilities and standards that will include but not be limited to:

- All apiary setup/removal (as needed);
- All apiary management- including weekly checkups & cleaning apiary equipment;
- Honey robbing/extraction as needed;
- Providing the Authority with a list of items needed to maintain the hives;
- Registering/maintaining all state/city paperwork for apiary; and
- Obtain such insurance, in such form and amounts satisfactory to the Authority, and provide a certificate of insurance and endorsements demonstrating same, that will protect it from the claims arising out of its operations under this Agreement. Coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Authority.

2. **Duties and Responsibilities of the Authority.** The Authority will provide all beekeeper/apiary equipment and supplies for the Music City Center and maintain ownership of that equipment at all times.

3. **Compensation.**

3.1. For the performance of this Agreement, Ledford will work gratis and no payments shall be made whatsoever.

3.2. Ledford is not entitled to benefits, including employment insurance, upon the termination of this agreement or as a result of the services provided.

4. **Release of Liability.**

4.1. Ledford understands that the Music City Center's Sustainability Coordinator will control the dates and times when work is to be completed at the Music City Center.

4.2. Ledford is aware that participation as a volunteer may require periods of physical labor [i.e. standing for long periods of time, lifting and carry up to 50 pounds].

4.3. Ledford is voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, and agree to accept any and all risks of personal injury and property damage.

4.4. If Ledford is injured in the course of the project, he understands that he is not covered by the Authority's workers' compensation program.

4.5. Ledford authorizes the Authority to seek emergency medical treatment for him in case of injury, accident or illness arising from any involvement as a volunteer. Ledford will be responsible for any medical cost or other expenses incurred by such accident, illness or injury.

4.6. As consideration for volunteering for the Authority, Ledford hereby agrees that assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the Authority or its employees, agent, vendors, contractors, or volunteers for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, vendors, contractors, or volunteers of the Authority as a result of volunteering.

4.7. Ledford, to the fullest extent permitted by law, shall indemnify and hold harmless the Authority, subsidiaries, officers, directors, employees, and agents from all claims for bodily injury and property damage that may arise from the performance of the services hereunder, including reasonable attorneys' fees, costs and expenses, arising out of his negligence or willful misconduct.

4.8. Ledford hereby releases and discharges the Authority and its officers, employees, agents, vendors, contractors, and volunteers from all actions, claims, or demands that his heirs, guardians, and legal representatives now have, or may have in the future, for injury or damage resulting from their participation on the project.

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6.2. **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.

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

BY: _____

Print: _____

Title: _____

RON LEDFORD, JR.

BY: _____

Print: _____

Title: _____