

MEMORANDUM OF UNDERSTANDING
between
THE METROPOLITAN BOARD OF FAIR COMMISSIONERS
and
THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

The purpose of this Memorandum of Understanding (“MOU”) between the Metropolitan Board of Fair Commissioners (the “Fair Board”) and The Sports Authority of the Metropolitan Government of Nashville and Davidson County (the “Sports Authority”)(collectively, the “Parties”) is to memorialize the agreement between the Parties regarding the extension of an agreement between the Sports Authority and Bell & Associates Construction, LLC.

WHEREAS, the Fairgrounds has undergone a series of capital improvements, including new roadways, utility infrastructure, and landscaping, to support construction and use of the Major League Soccer stadium, Geodis Park (the “Stadium”), and other campus activities; and

WHEREAS, the Sports Authority previously entered into an agreement (Metro Contract No. 6483965) with Bell & Associates Construction, LLC for construction manager at risk services for infrastructure (roads and utilities) in the area of the Stadium located at the Fairgrounds (the “Infrastructure Contract”); and

WHEREAS, as set forth in the Map of Infrastructure attached hereto as “Exhibit A”, additional capital improvements, including a mixed-use development that will further increase pedestrian and vehicular traffic at and around the Fairgrounds, are expected to be completed at the Fairgrounds in the near future; and

WHEREAS, to manage and maintain the future construction of infrastructure in the area of the Stadium, the Parties desire to extend the term of the existing Infrastructure Contract between the Sports Authority and Bell & Associates Construction, LLC beyond the current expiration date of January 24, 2026, to allow for such infrastructure work to continue and be completed; and

WHEREAS, the partnership between the Sports Authority and the Fair Board continues to support the overall Fairgrounds, including the Expo Center, the speedway, the mixed use development, and Geodis Park.

NOW, THEREFORE, THE FAIR BOARD AND SPORTS AUTHORITY HEREBY AGREE TO THE TERMS SET FORTH BELOW:

1. Agreement.

The Parties agree that the Infrastructure Contract—with authorization from Metro Purchasing, Metro Finance, and the Metropolitan Council, where such respective approvals are required—will be amended to extend its terms and conditions to include additional maintenance of landscaping infrastructure along Benton Avenue and Wedgewood Avenue at the Fairgrounds, through and including December 31, 2027, and that the Fairgrounds will contribute toward such additional maintenance in an amount not to exceed \$258,772. The Fairgrounds agrees that in the event there are additional incurred expenses related to the additional maintenance project, it shall

be responsible for payment of such expenses.

2. The Sports Authority's Responsibilities

The Sports Authority shall cause the amendment of the Infrastructure Contract to reflect: (i) the additional scope of work for maintenance of infrastructure that is constructed in the area of the Stadium and/or that supports the Fairgrounds, (ii) increase in the contract value by \$258,772; and (iii) extension of the term through no later than December 31, 2027 or upon completion of such infrastructure work, whichever occurs earlier.

3. The Fairgrounds' Responsibilities

a. The Fair Board agrees and covenants that it solely shall be responsible and liable for the Sports Authority's obligations under the Infrastructure Contract that arises out of or is in any manner concerned with the additional scope of work referenced herein (including, without limitation, payment of all costs due under the agreement), and, further, also shall be required to indemnify and hold harmless the Sports Authority from any claims, demands, losses, or damages that arise therefrom.

b. The Fair Board, through its authorized representative, shall submit all required documentation to Metro Purchasing, Metro Finance, and the Metropolitan Council to effectuate the use of the Infrastructure Contract.

4. Term.

This MOU shall take effect upon: (i) approval of the MOU by the Metropolitan Council and (ii) signature of this MOU by all Parties by a person authorized to enter this MOU on behalf of each party, and shall expire on December 31, 2027, or at the termination of the Infrastructure Contract, whichever is earlier.

5. Modification and Amendment.

Any modifications, amendments, renewals, or extensions of this MOU must be in writing, signed, and approved by all Parties who signed and approved this MOU, or his/her designee.

[Signature Page Follows]

**THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

Cathy Bender, Chair
The Sports Authority of the Metropolitan Government
of Nashville and Davidson County

Date

METROPOLITAN BOARD OF FAIR COMMISSIONERS

Jasper Hendricks, Chair
Metropolitan Board of Fair Commissioners

Laura Womack, Executive Director
The Fairgrounds Nashville

Date

Date