

**AMENDMENT NO. 7 TO THE LEASE AND OPERATION AGREEMENT
AMONG THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY RIVERFRONT
REDEVELOPMENT AUTHORITY, AND THE RIVERSPORT FOUNDATION FOR
LEASE AND OPERATION OF THE OKLAHOMA CITY WHITEWATER FACILITY**

This Amendment No. 7 to the Lease and Operation Agreement for the Oklahoma City Whitewater Facility (“7th Amended Agreement”) is entered into as set forth below among The City of Oklahoma City (“City”), the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”), and the Riversport Foundation (“Foundation”).

WITNESS:

WHEREAS, the City’s MAPS 3 program, funded by the Oklahoma City Capital Improvements Sales Tax approved on December 8, 2009, included construction of the Oklahoma City Whitewater Facility (“Whitewater Facility”), which opened in May 2016; and

WHEREAS, on May 19, 2015, the City, OCRRA, and the Foundation entered into a Lease and Operation Agreement (“Operating Agreement”) for the operation, management, and maintenance of the Whitewater Facility; and

WHEREAS, on March 28, 2017, the Operating Agreement was amended to allow the Foundation to charge parking fees; and

WHEREAS, on July 3, 2018, the Operating Agreement was amended a second time to provide for reimbursement of certain unanticipated expenses and costs incurred by the Foundation in the opening of the Whitewater Facility; and

WHEREAS, on September 24, 2019, the Operating Agreement was amended a third time (“3rd Amended Agreement”) to provide a management fee, not to exceed \$1,500,000, for Fiscal Year 2019-2020; establish a reserve fund for Whitewater Facility maintenance; and offer public-outreach programs at the Whitewater Facility; and

WHEREAS, on August 4, 2020, the Operating Agreement was amended a fourth time to provide a management fee, not to exceed \$1,500,000, for Fiscal Year 2020-2021; require additional financial and maintenance reporting by the Foundation; and provide for other terms and conditions; and

WHEREAS, on July 6, 2021, the Operating Agreement was amended a fifth time to provide a management fee, not to exceed \$1,500,000, for Fiscal Year 2021-2022; modify insurance requirements; and provide for other terms and conditions; and

WHEREAS, on April 12, 2022, the Operating Agreement was amended a sixth time to provide a COVID-19 pandemic-related supplement to the management fee for Fiscal Year 2021-2022; provide for a management fee, not to exceed \$1,500,000, for Fiscal Year 2022-2023; and incorporate the Oklahoma River racecourse starting systems and related appurtenances, which were previously maintained under a separate memorandum of understanding, into the Operating Agreement; and

WHEREAS, the parties wish to amend the Operating Agreement a seventh time to provide a supplement, not to exceed \$1,400,000, to the Fiscal Year 2022-2023 management fee to cover additional operating and management costs incurred by the Foundation prior to June 30, 2023; to provide for a management fee, not to exceed \$1,500,000, for Fiscal Year 2023-2024; and to separately provide for up to \$1,500,000, as approved by the City Manager, for supplemental needs identified in Fiscal Year 2023-2024.

NOW, THEREFORE, the parties agree:

1. **SUPPLEMENT TO FISCAL YEAR 2022-2023 MANAGEMENT FEE**

To cover additional operating and management expenses incurred during Fiscal Year 2022-2023 (July 1, 2022, through June 30, 2023), OCRRA or the City shall pay the Foundation a supplemental management fee up to, but not to exceed, one million four hundred thousand dollars (\$1,400,000).

2. **FISCAL YEAR 2023-2024 MANAGEMENT FEE**

For its services during Fiscal Year 2023-2024 (July 1, 2023, through June 30, 2024), OCRRA or the City shall pay the Foundation a management fee not to exceed one million five hundred thousand dollars (\$1,500,000).

3. **ADDITIONAL SERVICES AS AUTHORIZED**

In addition to the management fee referenced in Section 2, the City Manager may authorize additional services funds up to, but not to exceed, one million five hundred thousand dollars (\$1,500,000), during Fiscal Year 2023-2024.

4. **OTHER TERMS AND CONDITIONS**

- A. As a condition of receiving the management fees provided herein, the Foundation shall submit financial information documenting its costs and expenses for operating and managing the Whitewater Facility and the Related Facilities, as stipulated in the 3rd Amended Agreement.
- B. Management fee payments shall be subject to the approval of the City Manager, based on his reasonable determination of need, using evaluation criteria established under the 3rd Amended Agreement.
- C. At his sole discretion, the City Manager may change or eliminate payments of the management fee based on financial information submitted by the Foundation, as provided for in the 3rd Amended Agreement.
- D. If the City or OCRRA terminate this Agreement, or the Landscaping and Related Public Amenities Lease Agreement dated December 22, 2009 (“Public Amenities Lease Agreement”), they shall receive full credit toward the purchase of any

Foundation Improvements listed in Exhibit B of the Public Amenities Lease Agreement, as provided for in the 3rd Amended Agreement.

- E. Except as otherwise specified herein, all other terms and conditions of the Lease and Operation Agreement for the MAPS 3 Whitewater Facility dated May 19, 2015, as amended on March 28, 2017; July 3, 2018; September 24, 2019; August 4, 2020; July 6, 2021; and April 12, 2022; shall remain in full force and effect during the term of the 7th Amended Agreement.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the Riversport Foundation this 14th day of May, 2023.

[Signature]
Authorized Agent

Lincoln County)
State of Oklahoma) SS:



This instrument was acknowledged before me on this 13 day of May, 2023.

Notary Public [Signature] My commission expires Oct. 3, 2026

APPROVED by the Oklahoma City Riverfront Redevelopment Authority this 23RD day of MAY, 2023.

[Signature]
Secretary



[Signature]
Chairman

APPROVED by the Council of The City of Oklahoma City this 23RD day of MAY, 2023.

[Signature]
City Clerk



[Signature]
Vice-Mayor

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor