

## **Management Agreement Amendment #1**

This Amendment is entered this 10<sup>th</sup> day of December, 2020 by and between the Unified Government of Wyandotte County/Kansas City, Office (hereafter called Unified Government), and New West Presentations, Inc. (hereinafter called New West) and sets forth the amended terms and conditions whereby New West shall provide management services for the Amphitheater.

WHEREAS, on January 13, 2015, the Parties entered into a Management Agreement for the Amphitheater located at 633 North 130<sup>th</sup> Street in Bonner Springs, Kansas; and

WHEREAS, the parties previously agreed that capital improvements were necessary if the Amphitheater was going to remain a viable entertainment attraction; and

WHEREAS, the Unified Government debt financed the capital improvements for the Amphitheater, and New West agreed to pay the annual principal and interest payments over a ten (10) year period; and

WHEREAS, in addition to the bond payments, New West agreed to pay the Unified Government a user fee of \$50,000 and the city of Bonner Springs, Kansas a user fee of \$15,000 annually; and

WHEREAS, New West further agreed to pay the Unified Government a \$3 facility fee for each paid ticket until the annual bond payment and user fees had been paid. After that obligation has been met, New West agreed to pay the Unified Government a \$.75 facility fee and the City of Bonner Springs a \$.25 facility fee for each paid ticket a season; and

WHEREAS, the COVID-19 pandemic continues to threaten the life and health of Wyandotte County citizens and visitors, and Executive Orders and Local Health Orders have been issued in 2020 that restricted New West's ability to effectively utilize the Amphitheater in 2020; and

WHEREAS, because the COVID-19 pandemic has impeded New West's ability to utilize the Amphitheater, the Unified Government wishes to include an option to extend the term of the Management Agreement by one year; and

WHEREAS, the Unified Government wishes to defer New West's 2020 obligation to pay the annual principal and interest payments on the capital improvement bonds, the \$50,000 user fee that is owed to the Unified Government, and the \$15,000 user fee that is owed to the city of Bonner Springs, Kansas until the termination of the management agreement or 2026, whichever event comes first.

NOW, THEREFFORE, the Management Agreement is hereby amended as set forth below.

1. Exclusive Engagement of Services; Authority.

(a) The Unified Government hereby engages New West, and New West hereby accepts the engagement by the Unified Government, as the exclusive manager of the Amphitheater for the purpose of presenting, producing, promoting, and financing a series of musical and other events (collectively "Events") to occur at the Amphitheater from the date hereof through and including December 31, 2016; and, with an option to renew for an additional one (1) year term until December 31, 2026 based on 1.) mutual consent to renew following the same terms and conditions outlined in this agreement; 2.) an annual pledge by New West to make the bond payment; and 3.) satisfactory financial assurance in the form of a bond, promissory note, or other security interest that New West is able to make the bond payment when it becomes due.

(b) The Unified Government shall provide a onetime payment of eighty five thousand dollars (\$85,000.00) and Bonner Springs will provide a onetime payment of thirty thousand dollars (\$30,000.00) to perform capital improvements to the Amphitheater. The Unified Government shall debt finance and issue bonds in the amount of seven hundred and fifty thousand dollars (\$750,000.00) to perform capital improvements for the Amphitheater. New West shall pay the annual principal and interest payments on the bonds promptly when said payment are due over an eleven (11) year period as set out in Exhibit B which is incorporated and made a part of this agreement or until such time as the funds that were debt financed by the Unified Government to perform the capital improvements at the Amphitheater are repaid in full. In the event that management agreement is terminated prior to 2026 by either party pursuant to Section 18 of the Management Agreement, New West shall promptly pay to the Unified Government the remaining principal and interested owed on the bonds and the users fees that were due and owed in 2020 within thirty (30) days of the termination.

(c) In addition to other fees set out in this Agreement, including but not limited to the facility fees noted in section 11(b), New West shall pay to the Unified Government a user fee of \$50,000 and to the city of Bonner Springs, Kansas a user fee of \$15,000 annually. Payment will be made in two installments. The first due on or before August 31 and the second due on or before October 31 of each year. The \$50,000 user fee that is owed to the Unified Government and the \$15,000 user fee that is owed to Bonner Springs in 2020 shall be deferred until 2026 or upon termination of the management agreement, whichever event occurs first, due to the effects the COVID-19 pandemic has had on the Amphitheater's operations. New West shall pay all user fees going forward after 2020 as set forth above. In the event that management agreement is terminated by either party prior to 2026, New West will promptly remit payment of the user fees owed to the Unified Government and Bonner Springs for 2020 within thirty (30) days of the termination.

## 2. Term.

The initial term of this Agreement shall commence on the date hereof and shall terminate on December 31, 2016, unless terminated or renewed sooner as provided below.

If New West shall have complied with all the terms and conditions of this Agreement, the parties shall have the option to renew for an additional one (1) year term until December 31, 2026 based upon the conditions of this Agreement and an annual review in which New West will pledge and provide financial assurances regarding its ability to make the annual bond payments. In addition, so long as this Agreement has not terminated and all terms and conditions are met, the Unified Government shall first consider an offer or proposal from New

West based on mutually agreeable terms before considering an offer or proposal from another party regarding management of the Amphitheater.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

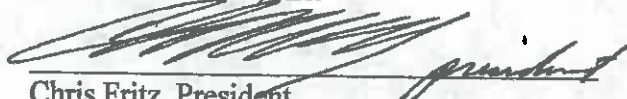
**Unified Government of Wyandotte County/Kansas City/Kansas**

By:   
Douglas G. Bach, County Administrator

**Approved as to form by:**

  
Legal Department

**New West Presentations, Inc.**

By:   
Chris Fritz, President