

**AGREEMENT FOR FUNDING AND LIMITED SUPPORT
OF
THE FISTA DEVELOPMENT TRUST AUTHORITY**

This Agreement for Funding and Limited Support is entered into by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “City”, and the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority, a public trust, hereinafter referred to as “Authority”.

WITNESSETH:

WHEREAS, the Council of the City of Lawton, Oklahoma has created a public trust named the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority which it determined will greatly assist with attracting high-quality jobs and private investment in the community that will promote an economy conducive to the future growth of the Lawton – Fort Sill area; and

WHEREAS, specific purposes of the Trust include: (1) To plan, establish, develop, finance, construct, enlarge, improve, maintain, equip and make available certain Fires Innovation Science and Technology Accelerator (FISTA) facilities within the City of Lawton that will attract defense contractors, high-technology industry, innovative businesses and the like with capabilities to directly support the Cross-Functional Teams of Long Range Precision Fires (LRPF), Air & Missile Defense (AMD) and Fort Sill’s FIRES Center of Excellence (FCoE) in the Army’s comprehensive modernization, driving innovation and integrating capabilities to the warfighter, (2) To promote, create and grow an Innovation Park in the above described FISTA facilities in Lawton Fort Sill that fosters collaboration of high-technology industry, academia, defense and defense-related organizations in support of the missions of LRPF, AMD and FCoE, and (3) To promote dialogue among leadership of Lawton, Fort Sill, state and national entities aimed at creating a comprehensive understanding of the needs of the FCoE and Cross-Functional Teams as they relate to the above described FISTA facilities; and

WHEREAS, the qualified electors of the City, at a special election called and held for that purpose on February 11, 2020, consolidated the existing sales taxes of the City and authorized their use for infrastructure and related improvements along with support of projects in furtherance of Industrial Development; and

WHEREAS, the City, through its governing body, had determined that the City should provide financial support to the Authority for the operation, management, administration, maintenance and equipping of FISTA facilities consistent with the Trust Indenture, thereby promoting the goal of attracting high-quality jobs and private investment in the community which will enhance economic development throughout the City; and

WHEREAS, the City further desires to provide limited support services to the Authority in addition to the financial assistance recited above.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, terms, and conditions of the parties recited herein, the City and Authority agrees as follows:

CITY AGREES:

A. To provide to the Authority the sum of Four Million Nine Hundred Fifty-Two Thousand Nine Hundred Three Dollars and Ninety-Eight Cents (\$4,952,903.98) for the operation, management, administration, maintenance, reconstruction and equipping of FISTA facilities during the 2022-2023 fiscal year. All expenditure of funds provided under this Agreement will be in accordance with a budget proposed by the Authority and approved by the City Council as set forth in Exhibit "A" attached hereto and incorporated herein. Any amendments to the budget shall likewise require approval of the City Council. Claims for funds will be processed by the City and paid to the Authority in accordance with the City's policies and procedures for payment of contractual claims. The Authority will only be reimbursed for budgeted funds used in accordance with the agreement. Any funds included in the Authority's approved budget not expended during the 2022-2023 fiscal year may be requested by the Authority to be included in the Authority's budget for the following fiscal year. Any decision on such a request will be at the sole discretion of the City Council.

B. To deposit into the Sales Tax Fund established by the Authority an amount equal to one twelfth (1/12) of the annual obligation for the Series 2020 Note on a monthly basis in accordance with the Sales Tax Agreement between the Authority and the City dated November 1, 2020, with such Agreement being automatically renewed for additional one-year periods on July 1 of each year until such time as the principal of and interest on the Series 2020 Note and any obligations issued on a parity therewith have been paid.

C. To allow the Authority the use of the City's fueling facility to obtain fuel for any vehicle acquired by the Authority for use in the operation, management, administration, maintenance and equipping of FISTA facilities, provided that the Authority reimburses the City for the fuel based on the cost of the fuel to the City at the time a vehicle is refueled at City's facility.

D. To print flyers, bulletins, and other materials for the Authority which are used in the operation, management, and administration of FISTA facilities, provided that materials from or for other entities assisting in the support of FISTA facilities will not be printed at the City's print shop. This assistance will be made available to the Authority only while the City's print shop is in operation, and this provision is in no way intended to create any entitlement by the Authority to have its materials printed by the City for an indefinite period of time. The Authority will reimburse the City for the actual cost incurred by the City in printing the Authority's materials.

E. To provide contractual services to FISTA facilities under the City's contracts for the following services, as required, such as: property insurance, pest control; copier rental; HVAC services and rental of cleaning supplies. The Authority will either make payments to the vendors directly or reimburse the City for the actual cost incurred.

AUTHORITY AGREES:

A. To operate, manage, administer, maintain and equip all FISTA facilities in a professional manner that is conducive to encouraging economic development and promoting the best interests

of the City. For purposes of this agreement, FISTA facilities will include the property known as Central Mall.

B. In the event there are sufficient monies in the Series 2020 Note Fund on or before the last day of each month as required by the Indenture and there is no Event of Default as defined in the Indenture, then to reimburse to the City any remaining monies in the Sales Tax Fund in accordance with the Sales Tax Agreement between the Authority and the City dated November 1, 2020.

C. To reimburse the City, based on the City's billing procedures, for the fuel obtained from the City's fueling facility, for publications and printing of the Authority's materials at the City's print shop, and any other reimbursable expense under the terms of this agreement.

D. To periodically submit to the City's accounting office claims for reimbursement for services performed in the operation, management, administration, maintenance and equipping of FISTA facilities. Such claims will be submitted in accordance with and in compliance with City's contractual claims policies and procedures.

E. To submit to the Lawton City Council semi-annual reports which will include data on current and prospective tenants in FISTA facilities, projects and activities undertaken during the reporting period, projects and activities planned to be undertaken during the following six-month period, and any other information which may be of interest to or requested by the Lawton City Council. Reports will be due to the Lawton City Council by January 15, 2023 and July 15, 2023.

F. To timely complete and submit to the City its annual audit. FISTA understands and agrees that if FISTA does not file a copy of its annual audit within 120 days of the end of the fiscal year, the City's Director of Finance shall notify the City Manager who may at his or her discretion withhold funding from the FISTA until the audit report is filed with the City. If a report is not filed within six months after the close of the fiscal year, the City Manager may at his or her discretion recommend to Council that the FISTA lose an amount up to twenty-five percent (25%) of the current fiscal year's budget allocation from the City.

The term of this Agreement will begin on July 1, 2022, and expire on June 30, 2023, whereupon the Agreement may be renewed upon the submission by the Authority of a proposed budget for the 2023-2024 fiscal year and approval by the City Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this ____ day of July, 2022.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

Approved as to form and legality for the City of Lawton, Oklahoma, this 5th day of August, 2022.

JOHN RATLIFF, CITY ATTORNEY

FISTA DEVELOPMENT TRUST
AUTHORITY, a public trust,

By:

CLARENCE FORTNEY, CHAIR

ATTEST:

BARRY EZERSKI, SECRETARY