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WILLIAMS, BOX, FORSHEE & BULLARD, P.C.
ATTORNEYS AND COUNSELLORS
522 COLCORD DRIVE
OKLAHOMA CITY, OKLAHOMA 73102-2202
TELEPHONE 405-232-0080
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**SCOPE OF SERVICES AGREEMENT
FOR BOND COUNSEL SERVICES**

\$500,000,000
OKLAHOMA CITY WATER UTILITIES TRUST
COMMERCIAL PAPER NOTES, SERIES A (TAX-EXEMPT)
AND
COMMERCIAL PAPER NOTES, SERIES B (TAXABLE)

THIS AGREEMENT dated as of _____, 2025, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), WILLIAMS, BOX, FORSHEE & BULLARD, P.C. (“WBFB”, and collectively with PFLG, “BOND COUNSEL”), and OKLAHOMA CITY WATER UTILITIES TRUST (the “ISSUER” or “OCWUT”), is entered into in accordance with the Amendment to Agreement for Bond Counsel Services for The City of Oklahoma City, Oklahoma, effective as of July 1, 2019 (the “Master Contract”), and adopted by OCWUT on July 30, 2019, by and between BOND COUNSEL and The City of Oklahoma City, Oklahoma (the “City”) and any related public trusts having the City as its beneficiary or for which the City is a representative member, as follows:

RECITALS

WHEREAS, the Issuer has previously authorized OCWUT Commercial Paper Notes, Series A (Tax-Exempt) and Commercial Paper Notes, Series B (Taxable) (collectively, the “Notes”) in a combined aggregate principal amount not to exceed \$350,000,000 outstanding at any one time and not to exceed \$700,000,000 for the purpose of providing interim funding, as needed on a continuing basis, or reimbursements to the Trust for improvements to the water and wastewater systems and in

particular the payment of the costs of the capital improvement plan of OCWUT (collectively, the “Project”); and

WHEREAS, in order to execute the capital improvement plan of OCWUT, the Trustees have determined to increase the authorized principal amount of commercial paper notes outstanding at any one time from \$350,000,000 to not to exceed \$500,000,000 and to increase the amount of commercial paper notes covered by the existing Letter of Credit (the “Letter of Credit”) issued by Sumitomo Mitsui Banking Corporation, Acting Through its New York Branch (the “Bank”), pursuant to the Letter of Credit and Reimbursement Agreement dated as of May 1, 2024; and

WHEREAS, BOND COUNSEL each possesses the necessary professional capabilities and resources to provide the legal services required by ISSUER as described in this Agreement.

AGREEMENTS

BOND COUNSEL shall perform bond counsel services in connection with increasing the amount of Notes authorized and covered by the Letter of Credit in accordance with the provisions of the Master Contract. To the extent not addressed specifically herein and in the event of a conflict or inconsistency between the terms of this Scope of Services Agreement and the Master Contract, the terms of the Master Contract shall govern the relationship of the parties and services to be performed by BOND COUNSEL.

1. Independent Registered Municipal Advisor.

BOND COUNSEL and ISSUER acknowledge that ISSUER shall be represented by PFM Financial Advisors LLC, a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1, or such other municipal advisor as may be selected by ISSUER from time to time (collectively, referred to herein as an “Independent Registered Municipal Advisor” or “IRMA”). Both PFLG and WILLIAMS are firms of attorneys who provide legal advice or services of a traditional legal nature to a client, and neither PFLG nor WILLIAMS are or represent themselves to be financial advisors or financial experts. Therefore, PFLG and WILLIAMS are excluded from the definition of Municipal Advisor, and neither PFLG nor WILLIAMS intend to provide any advice with respect to municipal financial products or the issuance of municipal obligations outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, ISSUER specifically acknowledges that PFLG and WILLIAMS may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) ISSUER is represented by an Independent Registered Municipal Advisor not associated with PFLG or WILLIAMS, (ii) ISSUER hereby advises PFLG and WILLIAMS that ISSUER is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) ISSUER has been advised that PFLG and WILLIAMS are not municipal advisors and PFLG and WILLIAMS owe no federal statutory fiduciary duty to ISSUER.

2. Relationships with Other Parties.

The ISSUER and BOND COUNSEL acknowledge that the ISSUER has engaged separate legal counsel to advise ISSUER with respect to continuing disclosure in connection with the issuance of the Notes. BOND COUNSEL will not be responsible for preparing or opining with

respect to the ISSUER's Official Statement and/or any Continuing Disclosure Undertakings and/or continuing disclosure requirements with respect to the Notes and increased authorization (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material or notices relating to the Note.

The ISSUER and BOND COUNSEL acknowledge that special tax counsel may be consulted and engaged to represent ISSUER with respect to special tax matters related to the issuance of the Notes and increased authorization.

3. Compensation and Reimbursements.

(a) *Compensation for Bond Counsel Services.* For services as bond counsel to the ISSUER, BOND COUNSEL shall be paid at the time of closing and issuance of a new Letter of Credit pursuant to the fee scale for a "New Commercial Paper Program" set forth as "Schedule 5" on "Exhibit A" to the Master Contract.

(b) *Expenses.* BOND COUNSEL shall also be reimbursed for reasonable and customary expenses related to the issuance of the Note.

(c) *Payment.* Fees and expenses shall be payable by ISSUER at the time of closing and issuance of a new Letter of Credit. Payment of all fees and expenses hereunder shall be made at closing from available funds of the ISSUER and shall be entirely contingent upon issuance of the new Letter of Credit.

4. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

5. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to the following, which may be modified by a party hereto by notice in the same manner to the other parties:

BOND COUNSEL:

John Michael Williams
Williams, Box, Forshee & Bullard, PC
522 Colcord Drive
Oklahoma City, OK 73102
Telephone: (405) 232-0080

and

Allan A. Brooks, III
The Public Finance Law Group PLLC
5657 N. Classen Blvd
Oklahoma City, OK 73118
Telephone: (405) 235-3413


ISSUER:

Oklahoma City Water Utilities Trust
420 W. Main, Suite 500
Oklahoma City, OK 73102
Attention: Vanessa Aguilar

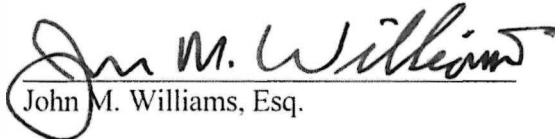
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ISSUER, PFLG, and WBFB have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: 
Allan A. Brooks, III, Esq.

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

By: 
John M. Williams, Esq.

This **Scope of Services Agreement** is approved by the Oklahoma City Water Utilities Trust and signed by its Chairman this 11TH day of FEBRUARY, 2025.

Attest:


Secretary


OFFICIAL SEAL
OKLAHOMA CITY WATER UTILITIES TRUST
OKLAHOMA


Chairman

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 25TH day of FEBRUARY, 2025.

ATTEST:


CITY CLERK


SEAL OF THE CITY OF OKLAHOMA CITY
OKLAHOMA CITY


MAYOR

REVIEWED for form and legality.


ASSISTANT MUNICIPAL COUNSELOR