

**SUPPLEMENT NO. 5 TO THE
MANAGEMENT SERVICES AGREEMENT**

This Supplement No. 5 to the Management Services Agreement (“Supplement No. 5”), is made between the Oklahoma City Airport Trust, (“Trust”), and Pro-Tec Fire Services, Inc. (“Operator”), a corporation organized and existing under the laws of the State of Wisconsin,

W I T N E S S E T H :

WHEREAS, the Trust leases and operates certain real estate, for the City of Oklahoma City (“City”) known as Will Rogers World Airport (“Airport”), and located in Oklahoma and Cleveland Counties, Oklahoma; and

WHEREAS, airports that are certificated under Part 139 of the federal aviation regulations, like Will Rogers World Airport, are required to have Aircraft Rescue and Firefighting (“ARFF”) services available on the Airport at all times; and

WHEREAS, the Trust entered into a Management Services Agreement dated March 24, 2016, as amended by Supplement Nos. 1 through 4 (“Original Agreement”), whereby Trust granted the Operator the right to operate, maintain, and provide professional management services for the Airport’s ARFF services including rescue, firefighting, medical, hazardous material, or other emergency response calls for the benefit of the Trust; and

WHEREAS, the Original Agreement provided for a five-year term that expired on June 30, 2021, and provided for five (5) one-year option periods to renew the agreement under the same terms and conditions except for the management fee, and operating expenses as part of the annual budget which must be mutually agreed upon by both parties for each budget year of such option period; and

WHEREAS, the parties desire to amend the Agreement to exercise the fourth option of the five (5) one-year option periods, and approve the Operator’s annual budget and management fee, attached hereto as Revised Exhibits “C” and “D”; and

WHEREAS, the parties desire the Trust to approve the merger of Pro-Tec Fire Services, Ltd. and JJ Protective Services, Inc., effective December 31, 2023, and the name change of the newly unified company, which will operate under the name Pro-Tec Fire Services, Inc.; and

NOW, THEREFORE, for and in consideration of the mutual obligations, covenants and representations hereinafter set forth, it is mutually agreed by the parties hereto that the Original Agreement is amended according to the terms of this Supplement No. 5, as follows, to wit:

1. This Supplement No. 5 is effective July 1, 2024 (“Effective Date”).
2. The parties agree that as of the Effective Date and pursuant to **Article 3, Term of Agreement**, the Trust is exercising its fourth option, and the Agreement shall be renewed for a one (1) year period, unless cancelled or terminated as otherwise provided for in the

Agreement.

3. The parties agree that **Articles 30A. General Civil Rights Provisions, 30B. Civil Rights – Title VI Assurance, and 30C. Title VI Clauses for the Transfer of or Construction/Use/Access to Real Property Acquired or Improved Under the Airport Improvement Program** of the Original Agreement are hereby deleted in their entirety and replaced with the following:

“ARTICLE 30A. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Lessees agree to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee and the Lessor remains obligated to the Federal Aviation Administration.

ARTICLE 30B. CIVIL RIGHTS TITLE VI ASSURANCE

Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations

The Lessees (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination

The Lessees, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Lessees will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set

forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Lessees for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessees of the Lessees' obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Lessees will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Trust/Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessees is in the exclusive possession of another who fails or refuses to furnish the information, the Lessees will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to the Lessees under the Agreement until the Lessees complies; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions: The Lessees will include the provisions of [Paragraph 30B.01, subparagraphs] A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessees will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessees becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessees may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessees may request the United States to enter into the litigation to protect the interests of the United States.

30B.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Lessees, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin

discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

**ARTICLE 30C. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR
IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

30C.01 Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessees for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant running with the land and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessees will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

30C.02 Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessees for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Lessees will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI

List of Pertinent Nondiscrimination Acts and Authorities.”

4. The parties agree that as of the Effective Date, Revised Exhibits “C”, and “D” for the July 1, 2023, to June 30, 2024, period are hereby deleted in their entirety and replaced with new Revised Exhibits “C” and “D” for the July 1, 2024, to June 30, 2025, period which are attached hereto and made a part hereof.
5. It is understood and agreed by the Trust and Operator that except as amended by this Supplement No. 5, all other terms and conditions of the Original Agreement shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Supplement No. 5, and the recitals and provisions of this Supplement No. 5 shall become a part of the Original Agreement as if fully written therein and known hereinafter as the “Agreement.”

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ATTEST:

PRO-TEC FIRE SERVICES, INC.

Name



Name

Title

President

Title

APPROVAL RECOMMENDED

Sumner For
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day of MAY, 2024.

ATTEST:

Amy K Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Jerry Salmon
Chairman

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust

Revised Exhibit "C"
Oklahoma City Airport Trust
Management Contract Pro-Tec
Budget
July 1, 2024 through June 30, 2025

Expenses	Approved Budget FY 2024	Proposed Budget FY2025
Salaries	\$ 2,058,531	\$ 2,136,108
FICA-Employers Share	157,478	163,413
Unemployment Insurance	6,500	13,000
Other Benefits:		
Health Insurance	345,000	385,300
Dental Insurance	6,500	10,000
Vision 50%	-	1,300
Life Insurance	4,500	5,000
401K Match (CO401KM)	36,000	44,500
Insurance:		
Vehicle Insurance	12,500	13,750
Comprehensive Public Liability Insurance	21,000	23,000
Professional Liability Insurance	8,000	9,000
Workers' Compensation Insurance	175,800	195,000
Fire Protective Clothing:		
FireFighter Suits (Bunker Gear)	13,000	13,000
Uniforms & Equipment	9,000	10,000
Utilities:		
Phone	1,080	1,200
Janitorial Supplies	5,000	5,000
Office Supplies:		
Postage & Shipping	50	50
General Office Supplies	1,000	1,500
Computer Equipment	1,750	1,750
Fire Fighting Equipment	2,000	5,000
Station Supplies	3,700	3,700
Household Supplies/Bedding	3,500	3,500
Medical Supplies	3,500	4,000
Repairs & Maintenance:		
Ladder Testing	550	600
Equipment Repairs/Carpet cleaning	2,000	2,000
A.E.D. Maint. Contract	2,500	2,500
Gas/Heat Detector Instrument	300	300

Cylinder Hydro Testing	-	1,050
Respiratory Protection: OSHA/Preventative		
Breathing Air Compressor	2,500	2,500
Bio-Hazard Disposal (Blood-Borne Pathogens)	530	530
Firefighting Agents/Expellants		
PKP	1,000	1,700
Nitrogen	-	1,000
Annual Physicals	7,500	8,500
Training:		
Training:	3,000	3,000
CPR Training	500	500
Live Fire Training	5,000	5,000
Training Supplies General	1,500	1,500
Recruitment/Advertising/Background	300	300
Emergency Reporting	2,500	2,500
Sub-Total	\$ 2,905,069	\$ 3,081,551
Management Fee	145,000	145,000
Grand Total	\$ 3,050,069	\$ 3,226,551

Revised Exhibit "D"
Salary/Hourly Wages
July 1, 2024 through June 30, 2025

Number	Title	Rate FY 2025	Hours		Annual Cost	
			Person	Per Person	Per Person	Total Cost
1	Chief	\$ 90,480.00	Salary	\$ 90,480	\$	90,480
3	Assistant Chiefs	\$ 80,585.00	Salary	\$ 80,585	\$	241,755
3	Captains	\$ 19.79	2,080	\$ 41,163	\$	123,490
		OT \$ 29.69	832	\$ 24,698	\$	74,094
3	Lieutenants	\$ 18.28	2,080	\$ 38,022	\$	114,067
		OT \$ 27.42	832	\$ 22,813	\$	68,440
9	Sergeant Drivers	\$ 16.66	2,080	\$ 34,653	\$	311,875
		OT \$ 24.99	832	\$ 20,792	\$	187,125
12	Firefighters	\$ 14.78	2,080	\$ 30,742	\$	368,909
		OT \$ 22.17	832	\$ 18,445	\$	221,345
6	Airport Operations	\$ 14.78	2,080	\$ 30,742	\$	184,454
		OT \$ 22.17	832	\$ 18,445	\$	110,673
20	EMT Premium Overtime for live fire, annual training recert including EMT recertification	\$ 50.00	12 Months		\$	14,400
				\$ 25,000	\$	25,000
Total Budgeted Payroll Cost					\$	2,136,108