

**SUPPLEMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR FINANCIAL ADVISOR SERVICES**

This Supplement No. 3 to the Professional Services Agreement for Financial Advisor Services (“Supplement No. 3”) is made and entered into by and between the Oklahoma City Airport Trust (“Trust”) and PFM Financial Advisors, LLC (“PFM”),

W I T N E S S E T H :

WHEREAS, the Trust leases, operates, and maintains certain real estate for the benefit of the City of Oklahoma City (“City”) known as Will Rogers World Airport, Wiley Post Airport, and Clarence E. Page Airport which are located in Oklahoma, Cleveland, and Canadian Counties, Oklahoma; and

WHEREAS, on July 16, 2019, the City entered into a Professional Services Agreement for Financial Advisor Services with PFM; and

WHEREAS, the City’s Request for Proposals, consistent with state law, provided that public trusts, of which the City is beneficiary, could contract with the successful proposer for similar services; and

WHEREAS, the Trust entered into a Professional Services Agreement for Financial Advisor Services dated August 22, 2019, as amended (“Original Agreement”), with PFM; and

WHEREAS, the fourth renewal period under the Original Agreement expires August 31, 2024, but includes options for three (3) additional one-year renewal periods; and

WHEREAS, the parties agree that the Trust has a continuing need of such advisory services; and

WHEREAS, the parties desire to exercise the fifth option to renew under the Original Agreement with PFM.

NOW, THEREFORE, in consideration of the recitals, mutual obligations, covenants, and agreements contained herein, the parties agree to amend the Original Agreement as follows:

1. This Supplement No. 3 is effective September 1, 2024 (“Effective Date”).
2. It is hereby agreed that pursuant to Paragraph III, Other Provisions, Subparagraph 1, Term of the Original Agreement, that the fifth renewal period, effective September 1, 2024 and terminating August 31, 2025, is exercised and there are two (2) remaining one-year renewal options.
3. Paragraph III, Other Provisions, Subparagraph 1, Term is hereby deleted and replaced in its entirety with the following:

“III. Other Provisions

1. Term: The term of this Agreement shall be September 1, 2019 until August 31, 2020, with options for seven (7) one-year renewals by agreement. The one-year renewals may be secured by letter of agreement from the Director of Airports and

executed each year by PFM agreeing to the extension, provided said renewal is at the same terms and conditions. This Agreement, including Exhibit A, and the City's Request for Proposals for Municipal Financial Advisor Services, including all attachments and exhibits thereto, all attached hereto by reference, will constitute the entire Agreement between the Trust and PFM for the purposes and the considerations herein specified. For the sake of clarity, any separate agreement between the Trust and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement."

4. A new Paragraph VI, Civil Rights Requirements, is added as follows:

"VI. Civil Rights Requirements

1. **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, PFM agrees 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 PFM transfers its obligation to another, the transferee is obligated in the same manner as PFM. The above provision obligates PFM for the period of the Agreement and the Trust remains obligated to the Federal Aviation Administration.

2. **CIVIL RIGHTS TITLE VI ASSURANCE**

A. **Title VI Clauses for Compliance with Nondiscrimination Requirements**

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

i. **Compliance with Regulations**

PFM (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.

ii. **Nondiscrimination**

PFM, 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. PFM 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.

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

In all solicitations, either by competitive bidding or negotiation made by PFM 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 PFM of PFM's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

iv. Information and Reports

PFM 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 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 PFM is in the exclusive possession of another who fails or refuses to furnish the information, PFM will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance

In the event of PFM's noncompliance with the nondiscrimination provisions of this Agreement, the Trust 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 PFM under the Agreement until PFM complies; and/or
- 2) Cancelling, terminating, or suspending an Agreement, in whole or in part.

vi. Incorporation of Provisions

PFM will include the provisions of [Paragraph VI.2.A, subparagraphs] i through v, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. PFM will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if PFM becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, PFM may request the Trust to enter into any litigation to protect the interests of the Trust.

In addition, PFM may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, PFM, 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 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 U.S.C § 12101, *et seq.*), which 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 U.S.C. § 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 U.S.C. § 1681 *et seq.*)”
5. It is understood and agreed by the Trust and PFM that, except as amended by this Supplement No. 3, all 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. 3. Upon the approval of Supplement No. 3, the Original Agreement and this Supplement No. 3 shall be known hereinafter as the “Agreement.”

IN WITNESS WHEREOF, the parties have set their hands hereto for this Supplement No. 3 to be effective as of the Effective Date stated above.

PFM FINANCIAL ADVISORS, LLC



Managing Director

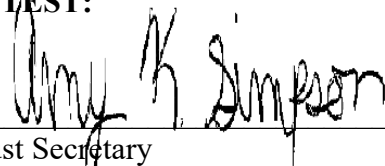
DENNIS P. WALEY

Print Name

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APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND
day of AUGUST, 2024.

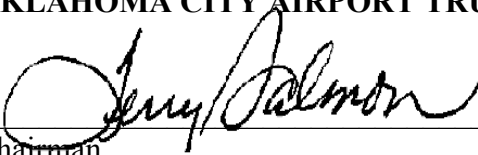
ATTEST:



Trust Secretary

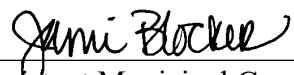


OKLAHOMA CITY AIRPORT TRUST



Chairman

REVIEWED as to form and legality.



Assistant Municipal Counselor /
Attorney for the Trust