

**MEMORANDUM OF AGREEMENT BETWEEN
THE OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST
AND
THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY**

RECITALS

WHEREAS, the Oklahoma City Economic Development Trust (“OCEDT”) is a public trust created by the City of Oklahoma City (“City”) for the sole benefit of the City pursuant to the provisions of 60 O.S. § 176 *et seq.* for the purpose of supporting the City’s community and economic development initiatives;

WHEREAS, the Alliance for Economic Development of Oklahoma City is a private, not-for-profit corporation, which through a contractual relationship with the City and OCEDT, provides coordination of land, incentives and economic development tools for the purpose of making Oklahoma City more attractive to companies and developers; and

WHEREAS, in 2022, the Oklahoma State Legislature passed a new statute (3 O.S. §411 *et seq.*) creating the Oklahoma Air Service Development Grant Program (“OASDGP”), which is designed to offer financial grant assistance to eligible applicants for the purpose of assisting commercial air service development. Grant funding is administered based on merit and the potential for a specific project to enhance the state’s economy. The grants are one-time awards; and

WHEREAS, grant funding can be used for commercial air service development projects and include minimum revenue guarantees for specific new routes, marketing and advertising of service, market study and research projects to develop data for a business case for new service, start-up cost offsets to reduce the cost of an airline beginning service, and other innovative risk sharing models to support the introduction of new airline service; and

WHEREAS, the Oklahoma Department of Aerospace and Aviation (“ODAA”) administers the Air Service Grant Program for the State of Oklahoma; and

WHEREAS, the Oklahoma City Airport Trust (“OCAT”) became interested in securing said grant funding in order to bring new non-stop routes to Oklahoma City, however, due to federal law and grant assurances, OCAT is legally prohibited from directly or indirectly subsidizing airline operations. Therefore, in 2024, the Alliance submitted a grant application pursuant to the OASDGP in order to fund subsidies and incentives to eligible airlines to support more non-stop air service at OKC Will Rogers International Airport (“OKC Airport”), formerly Will Rogers World Airport; and

WHEREAS, in order to be eligible for the up to \$2,500,000 grant, the Alliance was required to demonstrate its ability to provide a 20% local match (\$500,000 of the \$2,500,000 grant); and

WHEREAS, therefore, on June 18, 2024, and July 30, 2024, OCEDT and the City

approved an allocation of \$500,000 to the Alliance for Economic Development of Oklahoma City (“Alliance”) for the purpose of providing the 20% matching fund for the grant application, finding that incentivizing an airline to provide nonstop service options to destinations from the OKC Airport serves an important economic development purpose for which General Obligation Limited Tax bonds may be expended to strengthen the local economy by offering new job opportunities, making Oklahoma City more attractive to companies that operate on a global scale, and making Oklahoma City more attractive to persons desiring to relocate here but also desiring more efficient travel options. The allocation was made contingent upon the award of the grant by the state; and

WHEREAS, the Alliance has received notification it is eligible for grant funding in an amount not exceeding \$2,000,000 (not including the \$500,000 matching funds), which will be set aside with ODAA until the Alliance has identified routes and airlines to receive grant awards. Prior to distributing program funds, the state will require the Alliance to enter into individual grant agreements with the state;

WHEREAS, the Director of Airports for the City will provide guidance to assist the Alliance in identifying new-nonstop air service at the OKC Airport for the Alliance’s administration of the grant program. When identified, the Alliance will notify OCEDT of the amount of state grant funds being provided and OCEDT shall then administratively remit the required amount of matching funds from the \$500,000 allocation of GOLT bond funds.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, which include the incorporation of the above Whereas Recitals, the parties hereby agree as follows:

1. **Parties.** The Parties to this Memorandum of Agreement (“MOA”) are: the Oklahoma City Economic Development Trust (“OCEDT”), and the Alliance for Economic Development of Oklahoma City (“Alliance”).
2. **Term.** This Agreement shall expire either upon expenditure of the \$500,000 OCEDT matching funds to airlines to whom the Alliance is awarding an air service grant, until the termination of the grant term, or termination pursuant to Section 5 herein, whichever occurs first.
3. **Scope of Work.** The Alliance shall:
 - Determine when there is an eligible airline and non-stop route eligible under the grant program, and the amount and type of incentive to be provided to a qualified airline for its new route; and
 - Administer the grant program in accordance with all applicable laws, the grant terms, and the rules of the Oklahoma Department of Aerospace and Aviation; and
 - Once an eligible airline and route is identified and before entering into any grant agreements with the state for said airline, provide information necessary for the OCEDT Project Manager to administratively release funds from the \$500,000 matching fund, which funds shall be used only for an eligible airline service grant. Fund requests will be processed and funds transferred within 45 days of written notice.

- Enter into grant agreements with the state for each eligible airline it is incentivizing; and
 - Provide the OCEDT Project Manager with copies all of grant agreements between the Alliance and the state; and
 - Provide quarterly updates to OCEDT regarding the number of grant agreements entered into and the amount of grant funds paid to each such eligible airline.
- 4. Notice.** All notices and other communications required, permitted, or contemplated by this Agreement must be in writing, signed by the Party giving the Notice, and sent using the contact information below. Notices must be sent by: (1) hand-delivery in return for a receipt; (2) United States mail with postage prepaid; (3) nationally recognized overnight courier service; or (4) email, so long as the intended recipient acknowledges by email or other writing as having received the Notice (with an automatic "read receipt" not constituting acknowledgment). A Notice is effective on the earlier of: (1) the date of actual delivery; or (2) for mailed Notices (without a return receipt), three Business Days after the date of mailing. However, if the receipt of Notice is refused, the Notice is effective upon attempted delivery. Either Party may change its contact information by notifying the other Party as required by this Section.

OCEDT

c/o: Craig Freeman, General Manager
200 North Walker, 3rd floor
Oklahoma City, OK 73102
Phone: (405) 297-2345
Email: craig.freeman@okc.gov

With copy to:
Economic Development Project Manager
Attention: Joanna McSpadden
100 N. Walker Avenue, 4th Floor
Oklahoma City, OK 73102
Phone: (405) 297-3879
Email: Joanna.mcspadden@okc.gov

THE ALLIANCE

c/o: Kenton Tsoodle
The Alliance for Economic Development of Oklahoma City
105 N. Hudson Ave. #101
Oklahoma City, OK 73102

- 5. Termination.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

6. Other Terms and Conditions.

- A. Public Entity Representatives Not Individually Liable. No member, official, or employee

of OCEDT or the City of Oklahoma City shall be personally liable to any party or beneficiary of the terms of this Agreement, or any successor in interest, in the event of any default or breach by the involved public entity or entities or for any amount which may become due to an airline service or any authorized successor on any obligation or commitment under the terms of this Agreement.

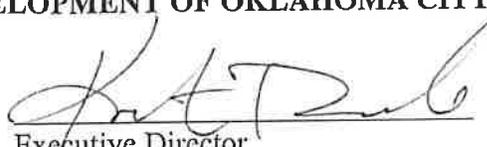
- B. Equal Employment Opportunity. The Alliance agrees that, during this Agreement, it will not unlawfully discriminate against any employee or applicant for employment because of age, race, color, religion, sex, disability, or national origin. It further agrees that, to the extent required by law, it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. No Partnership Created. The parties expressly agree that the relationship hereby created is that of independent contractors and no other relationship is created or deemed to be created between the parties. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.
- D. Compliance with Laws, Ordinances and Regulations. The parties shall comply with all applicable existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Agreement.
- F. Severability. If any provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect, under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired, and such illegal, invalid or unenforceable provisions shall, at the reasonable request of OCEDT, be replaced by other provisions in accordance with the purpose and meaning of this Agreement.
- G. Captions. The table of contents and captions, articles and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
- H. Counterparts. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.
- I. Applicable Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the state of Oklahoma without regard to any state choice-of-law statutes, and any applicable federal law. All disputes arising out of this Agreement will be resolved in a court of competent jurisdiction located in Oklahoma County,

Oklahoma.

- J. Entire Agreement. This Agreement represents the entire agreement and understandings of the parties hereto and all prior agreements, understandings, representations and warranties, whether written or oral, in regard to the subject matter hereof are and have been merged herein.
- K. Force Majeure. No party shall be liable for any failure to timely perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars or restraints of government.
- L. Effective Date. The Effective Date of this Agreement is the date upon which the Agreement is executed by OCEDT.
- M. Attorney's Fees. In the event either Party to this Agreement is compelled to file suit to enforce the terms of this Agreement, the Party prevailing in such litigation, in addition to all other relief granted by the court, will be entitled to the payment by the losing party of all such expenses, court costs, and reasonable attorney's fees incurred by the prevailing Party in such litigation.
- O. Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed by both Parties hereto.
- P. Conflicts of Interest. No member, official, or employee of OCEDT or the City of Oklahoma City shall have any personal financial interest, direct or indirect, in this Agreement nor will any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is interested, directly or indirectly.
- Q. Indemnification. The Alliance shall defend, indemnify, release, and completely hold harmless OCEDT and the City of Oklahoma City from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liabilities of every kind and character, litigation, court costs, expert fees, reasonable attorneys' fees, and any other associated costs incurred by or asserted against OCEDT and/or the City by reason of any material failure on the part of the Alliance to fulfill its obligations under this Agreement or any grant agreement with the state and/or any airline service provider, in regard to administration of this Agreement. If any action, suit, or proceeding is brought against the City or OCEDT by reason of any such occurrence, the Alliance will promptly, after OCEDT's or the City's written request, defend such action, suit, or proceeding at the Alliance's expense with legal counsel reasonably acceptable to OCEDT and the City of Oklahoma City.

APPROVED and SIGNED by The Alliance for Economic Development of Oklahoma City, Inc. this 18th day of March, 2025

ALLIANCE FOR ECONOMIC
DEVELOPMENT OF OKLAHOMA CITY,
INC.

By: 
Executive Director

APPROVED by the Trustees and SIGNED by the Chairman of the Oklahoma City Economic Development Trust this 25TH day of MARCH, 2025.

ATTEST:

OKLAHOMA CITY ECONOMIC
DEVELOPMENT TRUST, a public trust


Secretary




Chairman

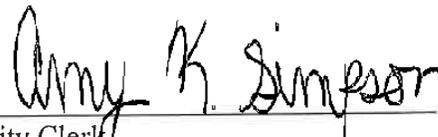
REVIEWED for form and legality.


Assistant Municipal Counselor

CONCURRENCE by the Council and SIGNED by the Mayor of The City of Oklahoma City this 8TH day of APRIL, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY,
a municipal corporation


City Clerk




Mayor