

**NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE
DISTRICT
SPECIAL MEETING**

A Special Session of the Glenpool Area Emergency Medical Service District will be held at 6:00 p.m. immediately following the Glenpool City Council meeting on January 19, 2021 at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool Area Emergency Medical Service District Board of Trustees will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/82881200072?pwd=dGhJV2R2TW5dC9EY29BZForUzZWQT09>

Meeting ID: 828 8120 0072

Passcode: 543055

One tap mobile

+12532158782,,82066748452#,,,,,0#,,755483# US (Tacoma)

+13462487799,,82066748452#,,,,,0#,,755483# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 828 8120 0072

Passcode: 543055

Find your local number: <https://us02web.zoom.us/j/82881200072?pwd=dGhJV2R2TW5dC9EY29BZForUzZWQT09>

The GEMS Board welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM JANUARY 19, 2021.**

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Clerk; Timothy Lee Fox, Chairman	
C) Scheduled Business	
1) Discussion and possible action to acknowledge receipt of and accept notice, of resignation by John Gonsalves from the position of GEMS District Treasurer/Finance Officer, effective January 4, 2021.	3 - 9

(Susan White, District Administrator)

[Staff Report-Gonsalves Resignation](#)

- 2) Discussion and possible action to appoint Susan White, the GEMS District Administrator, on an unpaid interim basis, to undertake the duties of GEMS District Treasurer/Finance Officer, until the expiration of the 2020-2021 Fiscal Year or until the vacant position of GEMS District Treasurer/Finance officer is filled, whichever comes first.

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(Susan White, District Administrator)

[Staff Report-Appoint Interim Treas](#)

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on January 14, 2021, by 4:00 pm.

Signed: Wendy Knight

Clerk



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: Honorable Chairman and Trustees
From: Susan White, District Administrator
Date: January 19, 2021
Subject: John Gonsalves Resignation

Background

John Gonsalves submitted his resignation as Finance Director to the City of Glenpool on December 4, 2020. He failed to submit a resignation notice for his GEMS Treasurer/Finance Director position, so I called and left him a message requesting confirmation that his intent was to include notice of his resignation from GEMS. He replied to me in a text message. The text conversation verifies that was indeed his intent. The Professional Services Agreement between John Gonsalves and the GEMS Board of Trustees requires a thirty-day notice of termination; therefore, his resignation became effective January 4, 2021.

Recommendation

Staff recommends Trustees' acknowledgement and acceptance of the resignation from John Gonsalves.

Attachments

Professional Services Agreement for GEMS Finance Director
Resignation Letter
Screenshot of Text Message

Professional Services Contract – GEMS Treasurer/Finance Officer

FISCAL YEAR 2020 – 2021

This Professional Services Contract (“**Contract**”) is effective as of July 1, 2020 by and between JOHN GONSALVES, an individual (“**Contractor**”) and the Glenpool Area Emergency Medical Service District (“**GEMS District**”) (collectively the “**Parties**” and each a “**Party**”) in accordance with the provisions of a certain Administrative Operations Agreement - Fiscal Year 2020-2021 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 15, 2020.

WHEREAS, GEMS District hereby retains the services of Contractor upon the terms and subject to the conditions set forth in this Contract; and

WHEREAS, each Party is duly authorized and capable of entering into this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Contract shall begin on July 1, 2020 and shall continue for the GEMS District’s Fiscal Year of 2020-2021, that is, through June 30, 2021 (the “**Term**”).
2. **Compensation**
 - a. **Yearly Fee.** GEMS District hereby agrees to pay Contractor a yearly fee of \$2,500.00 as compensation for services rendered to GEMS District, such payment to be made on the basis of twelve (12) equal monthly paychecks. The fee may be adjusted from time to time by GEMS District, in its sole discretion.
 - b. **Pay Period.** Contractor will be paid once per month. The pay period may be adjusted from time to time by GEMS District, in its sole discretion.
 - c. **Business Expenses.** GEMS District shall reimburse Contractor for all reasonable and properly documented business expenses that are necessarily incurred in connection with carrying out Contractor’s duties and responsibilities and approved in advance by GEMS District in accordance with GEMS District’s expense reimbursement policies and to the extent permissible under the Oklahoma Emergency Medical Service District Budget Act.
3. **Benefits.** Contractor shall be entitled to no more fringe benefits as GEMS District may provide from time to time to employees of GEMS District who occupy similar positions. This Contract is for the sole benefit of Contractor and GEMS District and is not intended to create an employee benefit plan of any kind. Nothing in this Contract shall impair GEMS District’s right to amend, modify, replace, or terminate any and all fringe benefits GEMS District elects to extend Contractor in its sole discretion. It is further expressly

understood and agreed that, until such condition is changed by GEMS District in its sole discretion, this Contract includes no employment or contractual benefits beyond the compensation provided by paragraph 2 above.

4. **Duties.** Contractor is being hired by GEMS District as the GEMS District Treasurer/Finance Officer. District Treasurer/Finance Officer duties including performing accounting and budgetary services for GEMS, including management of the accounts of GEMS in accordance with the Emergency Medical Service District Budget Act and making such reports to the GEMS Board of Trustees as needed to keep the Board of Trustees informed regarding its financial status and legal compliance, and attendance at no fewer than nine scheduled meetings of the GEMS Board of Trustees during the Term of this Agreement. In addition to any job duties specified in this Agreement, Contractor shall have such job duties as may from time to time be reasonably assigned to Contractor by the GEMS District Board. Contractor acknowledges that by virtue of Contractor's position and responsibilities, Contractor will have fiduciary duties to GEMS District and a duty of loyalty to GEMS District and will, at all times, act in a manner consistent with these duties and abide by GEMS District's reasonable rules, regulations, instructions, and directions.
5. **Extent of Services.** During this Contract, Contractor shall devote so much of his time, energy, and attention to the benefit and business of GEMS District as may be reasonably necessary in performing Contractor's duties pursuant to this Contract. Any outside employment engaged by Contractor, whether as Director of Finance for the City of Glenpool or otherwise, must not interfere or conflict with Contractor's ability to properly perform his job duties or conflict with any provision of this Contract. Nothing in this Contract shall be construed as limiting Contractor's right to maintain any such outside employment that does not take significant amount of Contractor's time, energy, and attention away from Contractor's duties to GEMS District.
6. **Discretion of GEMS District.** The GEMS District Board of Trustees, by signature of its chairman below, represents that it has exercised its unfettered discretion in making the decision to retain the Contractor without undue influence from the City of Glenpool or otherwise.
7. **Independent Contractor Status.** Contractor is for all purposes an independent contractor and is NOT an employee of the GEMS District.
8. **Termination.** This Contract may be terminated for any reason or for no reason by either Party upon thirty days' prior notice to the other Party. Upon termination this Contract shall be of no effect except as otherwise provided for the survival of paragraph 9 hereof.
9. **Obligation of Confidentiality**

- a. **Confidential Information.** “Confidential Information” means any information which is possessed by or developed for GEMS District and which relates to GEMS District’s existing or potential business or technology, to the extent such information is generally not known to the public and which information GEMS District is permitted or required by applicable law to protect from disclosure. Confidential Information also includes information received by GEMS District from others that GEMS District has an obligation to treat as confidential. Confidential Information includes any information and documents that conform to this definition whether or not they are marked “confidential” or carry any other marks or designations.
 - b. **Non-Disclosure.** Except as required in the conduct of GEMS District’s business or as expressly authorized in writing on behalf of GEMS District, during the Term of this Contract, Contractor shall not disclose, directly or indirectly, any Confidential Information to any unauthorized third party. This obligation of non-disclosure shall continue after the termination of this Contract indefinitely or for the maximum amount of time permitted by applicable law. These restrictions apply to all Confidential Information regardless of the format (hard copy, electronic, or otherwise) or location in which they are created or maintained, including, but not limited to, all computers that Contractor may possess or have access to in or away from GEMS District’s offices.
 - c. **Exceptions.** This Contract shall not prohibit any disclosure that is required by law or court order, provided that Contractor has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, GEMS District is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Contractor’s disclosure of Confidential Information in the event GEMS District has given Contractor express prior written permission to do so.
10. **Severability.** If any provision of this Contract shall be held by competent authority to be invalid or unenforceable for any reason, that provision shall be considered removed from this Contract and the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties. If such competent authority finds that any provision of this Contract is invalid or unenforceable as currently written but that, by rewriting or limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as is necessary to further the intent of the Parties to the maximum extent permitted by law.
11. **Entire Contract.** This Contract contains the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract may be changed only by an agreement in writing signed by the Parties.

12. **Governing Law and Venue.** To the extent not inconsistent with applicable law, the Parties acknowledge and agree that this Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma and, in the event of any dispute hereunder, shall be presentable to the Tulsa County District Court.
13. **Counterparts; Electronic Signature.** This Contract may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Contract. Electronic signatures placed upon counterparts of this Contract by a Party shall be considered valid representations of that Party's signature.
14. **Notice.** Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by electronic mail, hand-delivered or by standard U.S. mail to the applicable Party at the following addresses or any other address so specified in writing by a Party:

GEMS DISTRICT ADDRESS

Glenpool Area Emergency Medical Service District
12205 S. Yukon Avenue
Glenpool, Oklahoma, 74033

CONTRACTOR ADDRESS

John Gonsalves, GEMS District Treasurer/Finance Officer
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

INTENDING TO BE LEGALLY BOUND HEREBY, CONTRACTOR AND GEMS DISTRICT EXECUTED THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW.

CONTRACTOR

Signed: _____

John Gonsalves
District Treasurer/Finance Officer

Date: _____

6/22/20

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

Signed: _____

Timothy Lee Fox
Chairman of the Board of Trustees

Date: _____

6-15-2020



John Gonsalves
3034 W 69th PL
Tulsa OK, 74132

December 4, 2020

David Tillotson
City Manager
City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

Dear Mr. Tillotson,

I would like to notify you that I am resigning from my position as Director of Finance for the City of Glenpool effective January 4th, 2021.

Thank you very much for the opportunity you have given me to learn the core fundamentals of City Government and the opportunity to serve the citizens of Glenpool. I am aware that the Director of Finance is a key position so I will be happy to assist in any way I can to make the transition process as seamless as possible.

Sincerely,



John Gonsalves

12/5/20
DS

Med: emp
Gap: emp
Dental: Family
Vision: Family

Teladoc
FSA
Am Fid: Taxed
Am Fid: Re-taxed

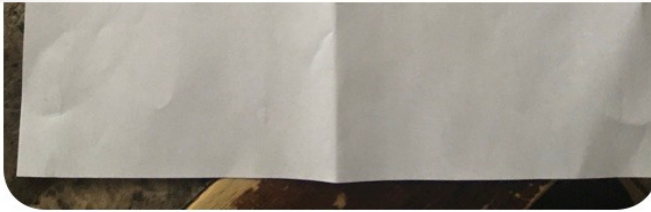
8:59



John >



New contact photo available
[Update Contact](#)



Hi Susan, see attached note from my doctor. Thanks

Yesterday 9:39 AM

Hi Susan, I'm currently in a meeting but yes, you are correct. Let my resignation letter serve as notice of my intent to resign as treasurer also. Thanks

Awesome! Could you email that to me? Note in the email that it was your intent that your resignation notice to the city should have included your resignation as Finance Director for GEMS. thanks so much! Again, I apologize for the disruption.

Will do. Thanks

I appreciate it!

Read Yesterday



iMessage





GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: Honorable Chairman and Trustees
From: Susan White, District Administrator
Date: January 19, 2021
Subject: Interim Treasurer Appointment

Background

To consistently maintain the financial matters of GEMS, it is necessary to fill the vacant treasurer position until such time that the position is filled. I wish to volunteer to fill the position on an unpaid interim basis.

Recommendation

Staff recommends that Susan White, District Administrator, in addition to her administrator duties should also be appointed as GEMS Interim Treasurer/Finance Officer, with no additional wages for the interim position, and until the end of the fiscal year or until the vacant position is filled, whichever comes first.