

**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 Monday, June 19, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Susan White, Secretary; Timothy Lee Fox, Chairman	
C) Scheduled Business	
1) Discussion and possible action to approve revision of FY17 Administrative Operations Agreement between City of Glenpool and Glenpool Area Emergency Medical Service District (GEMS). (Lowell Peterson, City/District Attorney) 2017-06-19-GEMS-City FY17 Operational Agreement Amendment FY2017 OPERATIONAL AGREEMENT - amended 6-19-17	3 - 9
2) Discussion and possible action to approve FY 18 Administrative Operations Agreement between City of Glenpool and Glenpool Area Emergency Medical Service District (GEMS). (Lowell Peterson, City/District Attorney) 2017-06-19-GEMS-City FY18 Operational Agreement FY2018 OPERATIONAL AGREEMENT	10 - 16
3) Discussion and possible action to approve Employment Agreement – GEMS District Administrator FY 2017-2018, appointing Susan White to the position of GEMS District Administrator for the FY 2017-2018 term. (Susan White, GEMS District Administrator) 20170619 EMP AGMTS.STAFF REPORT Employment Agreement - Administrator FY 18	17 - 22
4) Discussion and possible action to approve Employment Agreement – GEMS District Attorney FY 2017-2018, appointing Lowell Peterson to the position of GEMS District Attorney for the FY 2017-2018 term. (Susan White, GEMS District Administrator) 20170619 EMP AGMTS.STAFF REPORT Employment Agreement - Attorney FY 18	23 - 28
5) Discussion and possible action to approve Employment Agreement – GEMS District Clerk FY 2017-2018, appointing Susan White to the position of GEMS District Clerk for the FY 2017-2018 term. (Susan White, GEMS District Administrator) 20170619 EMP AGMTS.STAFF REPORT Employment Agreement - Clerk FY 18	29 - 34

- 6) Discussion and possible action to approve Employment Agreement – GEMS District Treasurer FY 2017-2018, appointing Julie Casteen to the position of GEMS District Treasurer for the FY 2017-2018 term (Susan White, GEMS District Administrator) 35 - 40
- [20170619 EMP AGMTS.STAFF REPORT](#)
[Employment Agreement - Treasurer FY 18](#)

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____ am/pm.

Signed:

City Clerk



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Lowell Peterson, District Attorney
Date: June 19, 2017
Subject: Amendment to FY 2017 Operational Agreement between GEMS and City of Glenpool.

Background:

The City of Glenpool and GEMS signed an agreement on June 6, 2016 outlining services to be provided by the City to GEMS, and a process for reimbursement to the City by GEMS for Fiscal Year 2017.

Several sections of the agreement have been updated to more accurately define each party's responsibilities under the terms of the agreement.

Staff Recommendation:

Staff recommends approval of the amended agreement.

Attachments:

FY 2017 Amended Agreement

[AMENDED]
ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2016 – 2017
[City of Glenpool and “GEMS” District]

This Administrative Operations Agreement (“Agreement”), made and entered into on the date last written below, by and between the City of Glenpool, Oklahoma, a municipal corporation, (“City”) and the Glenpool Area Emergency Medical Service District (“GEMS”) (together with the City, the “Parties”), expressly amends, replaces and supersedes all agreements previously entered into by the Parties for the purposes set forth herein.

I. Stipulations

A. The Parties acknowledge and agree to the following:

1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.
2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.
3. As provided by Title 5, Chapter 2, Article B, Section 1¹ of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City’s Responsibilities

City acknowledges that all GEMS funds are derived from the three mill ad valorem levy approved by majority vote of the qualified voters of the Glenpool Public School District on the 22nd day of February 1983, and that all such funds shall only be expended for the purpose of providing funds for the support, organization, operation and maintenance of district ambulance services, including the provision of ambulance services by contract. City further agrees and promises to receive no portion of such GEMS funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful emergency medical service

¹ The “emergency medical response agency”, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, consists of one or more employees of the City, one of whom shall be designated the Director of the Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency is to provide assistance to the ambulance service provider, as provided by this “Operational Agreement” and the “Ambulance Service Agreement,” as those terms are defined and used in Title 5, Chapter 2, Article A of the City Code, under the direction and control of the Medical Director.

district purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive²:

- A. City staff will perform all administrative services required for the implementation of this Agreement, including without limitation oversight of all operational costs identified in the City's adopted budget for FY 2016-2017, to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- B. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response ("EMR") runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code³ and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director, as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,⁴ at a cost to be subsidized by GEMS in an amount appropriated for that purpose

² 19 O.S. §1719 provides expressly:

Estimated revenues and appropriation expenditures in the budget of each fund shall be classified in conformity with the accounting system prescribed by the State Auditor and Inspector. Revenues shall be classified separately by source. Expenditures shall be departmentalized by appropriate functions and activities within each fund and shall be classified within the following categories:

- 1. Salaries and wages, which may include expenses for salaries, wages, per diem allowances and other forms of compensation;
- 2. Employee benefits paid to any member or employee of the board for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, vacation allowances, sick leave, terminal pay or similar benefits;
- 3. Operating expenses, which may include materials and supplies, articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any persons, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of operating expense to any person, firm or corporation rendering such services;
- 4. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 3, 5 or 6 of this section;
- 5. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets purchased by the district, including land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract, machinery and equipment, furniture and autos and trucks; and
- 6. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, paying agent's fees, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods.

³ The Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in Title 5, Chapter 2, Article A of the City Code and under the direction of the Medical Director.

⁴ MEDICAL DIRECTOR: The licensed physician appointed by the GEMS district board, or by contract with the ambulance service provider, to perform the duties and responsibilities granted and ascribed to the medical director herein. The medical director may be an employee of the city in the absence of an ambulance service agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the ambulance service agreement.

by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS' Responsibilities

- A. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Administrator") to perform administrative services for GEMS, including services as an administrative liaison between GEMS and City for the purpose of making and delivering such reports to the Board of Trustees as needed to provide information, answer questions and carry out administrative tasks assigned by the Board, and will ensure that such District Administrator is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- B. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement of a person qualified and acceptable to the Board of Trustees ("District Clerk") to perform clerical and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation, and will ensure such District Clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2016-2017 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- C. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Attorney") to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements, and will ensure such District Attorney is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2016-2017 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- D. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Financial Officer") to perform 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 will ensure such District Financial is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2016-2017 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- E. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient emergency medical response agency services, as provided by separate ambulance

service provider agreement with a qualified ambulance service provider to the fullest extent permissible under Oklahoma law.

- i. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.
 - ii. GEMS further stipulates and agrees that the administrative services provided by City personnel under Section II.A. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.
 - iii. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.B. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.
- F. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act.
- G. In consideration of the administrative, financial and emergency medical response agency services provided by City as described in Sections II.B., of this Agreement , GEMS agrees to reimburse the City for the costs of providing such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.B. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2016, and shall continue through June 30, 2017. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2017, unless either party notifies the other at least 90 days prior to the same of its intention not to renew.

V. Termination

Either party may cancel this Agreement, with or without cause, prior to the termination date by providing written notice to the other party 30 days before the cancelation date.

VI. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Parties during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change

of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party hereto.

VII. Savings Clause

- A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.
- B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this 19th day of June 2017.

City of Glenpool

Glenpool Area Emergency Medical Services District

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chairman of the Board of Trustees

Attest:

[SEAL]

Susan White, City Clerk

Susan White, District Clerk

Approved:

Lowell Peterson, City Attorney

Lowell Peterson, District Attorney

EXHIBIT A
EMERGENCY MEDICAL RESPONSE SERVICE RATE SUMMARY

Runs YTD as of April 30, 2016			Ratio
EMR	675		63%
FIRE	386		36%
Total	1061		

Based on FY2016-2017 Proposed Budget:		EMR Calls vs Fire	63%
		Total	EMR
Total Compensation/Benefits for EMR personnel:	\$	1,244,383	\$ 783,961
Average per person (total /13)	\$	95,722	\$ 60,305
Annual hours per person		2,912	
Avg hourly personnel costs	\$	32.87	\$ 20.71
Three person crew (\$32.87 x 3)	\$	98.61	\$ 62.12

Fire Truck Expenses		FY17
Maintenance	\$	24,000
Fuel		14,500
Total Truck Expenses	\$	38,500

		EMR Calls vs Fire	63%
Estimated number runs FY2016-2017		1294	816
Average cost per run for truck (constant)	\$	29.75	\$ 29.75
		Total	EMR
Total rate per run (\$98.61 crew, \$29.75 truck)	\$	128.36	\$ 91.00

Total Estimated EMR Reimbursement FY17 \$ 74,256



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Lowell Peterson, District Attorney
Date: June 19, 2017
Subject: FY 2018 Operational Agreement between GEMS and City of Glenpool.

Background:

The agreement between the City of Glenpool and GEMS has been updated for FY 2018 to revise the rate paid to the City for Emergency Medical Response and administrative services. The revised rate accounts for changes to the City's personal services budget and other operating expenses.

Staff Recommendation:

Staff recommends approval of the agreement.

Attachments:

FY 2018 Operational Agreement

ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2017 – 2018
[City of Glenpool and “GEMS” District]

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I. Stipulations

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1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.
2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.
3. As provided by Title 5, Chapter 2, Article B, Section 1¹ of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City’s Responsibilities

City acknowledges that all GEMS funds are derived from the three mill ad valorem levy approved by majority vote of the qualified voters of the Glenpool Public School District on the 22nd day of February 1983, and that all such funds shall only be expended for the purpose of providing funds for the support, organization, operation and maintenance of district ambulance services, including the provision of ambulance services by contract. City further agrees and promises to receive no portion of such GEMS funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful emergency medical service

¹ The "emergency medical response agency", as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, consists of one or more employees of the City, one of whom shall be designated the Director of the Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency is to provide assistance to the ambulance service provider, as provided by this "Operational Agreement" and the "Ambulance Service Agreement," as those terms are defined and used in Title 5, Chapter 2, Article A of the City Code, under the direction and control of the Medical Director.

District purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive²:

- A. City staff will perform all administrative services required for the implementation of this Agreement, including without limitation oversight of all operational costs identified in the City's adopted budget for FY 2017-2018, to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- B. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response ("EMR") runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code³ and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director, as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,⁴ at a cost to be subsidized by GEMS in an amount appropriated for

² 19 O.S. §1719 provides expressly:

Estimated revenues and appropriation expenditures in the budget of each fund shall be classified in conformity with the accounting system prescribed by the State Auditor and Inspector. Revenues shall be classified separately by source. Expenditures shall be departmentalized by appropriate functions and activities within each fund and shall be classified within the following categories:

- 1. Salaries and wages, which may include expenses for salaries, wages, per diem allowances and other forms of compensation;
- 2. Employee benefits paid to any member or employee of the board for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, vacation allowances, sick leave, terminal pay or similar benefits;
- 3. Operating expenses, which may include materials and supplies, articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any persons, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of operating expense to any person, firm or corporation rendering such services;
- 4. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 3, 5 or 6 of this section;
- 5. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets purchased by the district, including land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract, machinery and equipment, furniture and autos and trucks; and
- 6. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, paying agent's fees, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods.

³ The Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in Title 5, Chapter 2, Article A of the City Code and under the direction of the Medical Director.

⁴ MEDICAL DIRECTOR: The licensed physician appointed by the GEMS district board, or by contract with the ambulance service provider, to perform the duties and responsibilities granted and ascribed to the medical director herein. The medical director may be an employee of the city in the absence of an ambulance service agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the ambulance service agreement.

that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS' Responsibilities

- A. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Administrator") to perform administrative services for GEMS, including services as an administrative liaison between GEMS and City for the purpose of making and delivering such reports to the Board of Trustees as needed to provide information, answer questions and carry out administrative tasks assigned by the Board, and will ensure that such District Administrator is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- B. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement of a person qualified and acceptable to the Board of Trustees ("District Clerk") to perform clerical and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation, and will ensure such District Clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2017-2018 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- C. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Attorney") to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements, and will ensure such District Attorney is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2017-2018 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- D. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Financial Officer") to perform 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 will ensure such District Financial is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2017-2018 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- E. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient emergency medical response agency services, as provided by separate ambulance

service provider agreement with a qualified ambulance service provider to the fullest extent permissible under Oklahoma law.

- i. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.
 - ii. GEMS further stipulates and agrees that the administrative services provided by City personnel under Section II.A. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.
 - iii. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.B. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.
- F. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act.
- G. In consideration of the administrative, financial and emergency medical response agency services provided by City as described in Sections II.B., of this Agreement , GEMS agrees to reimburse the City for the costs of providing such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.B. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2017, and shall continue through June 30, 2018. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2018, unless either party notifies the other at least 90 days prior to the same of its intention not to renew.

V. Termination

Either party may cancel this Agreement, with or without cause, prior to the termination date by providing written notice to the other party 30 days before the cancelation date.

VI. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Parties during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any

change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party hereto.

VII. Savings Clause

- A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.
- B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this 19th day of June 2017.

City of Glenpool

Glenpool Area Emergency Medical Services District

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chairman of the Board of Trustees

Attest:

[SEAL]

Susan White, City Clerk

Susan White, District Clerk

Approved:

Lowell Peterson, City Attorney

Lowell Peterson, District Attorney

EXHIBIT A
EMERGENCY MEDICAL RESPONSE SERVICE RATE SUMMARY

	30-Apr-17	Ratio
EMR	981	66%
FIRE	490	33%
Total	1471	

Based on FY2017-2018 Proposed Budget:		EMR Calls vs Fire	66%
		Total	EMR
Total Compensation/Benefits for EMR personnel:	\$	1,762,784	\$1,163,437
Average per person (total /20)	\$	88,139.19	\$ 89,495
Annual hours per person		2,912	
Avg hourly personnel costs	\$	30.27	\$ 30.73
Three person crew (\$30.27 x 3)	\$	90.81	\$ 59.93

Fire Truck Expenses		FY17
Maintenance	\$	28,000
Fuel		18,000
Total Truck Expenses	\$	46,000

		EMR Calls vs Fire	66%
Estimated number runs FY2017-2018		1900	1254
Average cost per run for truck (constant)	\$	24.21	\$ 24.21
		Total	EMR
Total rate per run (\$90.81 crew, \$25.56 truck)	\$	115.02	\$ 84.00

Total Estimated EMR Reimbursement FY18 \$ 105,300



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator
Date: June 19, 2017
Subject: Employment Agreements

Background:

Employment Agreements will further clarify the distinction between GEMS employees and City employees as was addressed by the amendment to the FY 2017 Operational Agreement and mirrored in the FY 2018 Operational Agreement.

Staff Recommendation:

Staff recommends approval of the proposed Employment Agreements.

Attachments:

FY 2017-2018 Employment Agreement – GEMS Administrator
FY 2017-2018 Employment Agreement – GEMS Attorney
FY 2017-2018 Employment Agreement – GEMS Clerk
FY 2017-2018 Employment Agreement – GEMS Treasurer

Employment Agreement – GEMS District Administrator

FISCAL YEAR 2017 - 2018

This EMPLOYMENT AGREEMENT (this "**Agreement**") is effective as of July 1, 2017 by and between SUSAN WHITE, an individual ("**Employee**") and the Glenpool Emergency Medical Service District ("**GEMS District**" or "**Employer**") (collectively the "**Parties**" and each a "**Party**") in accordance with the provisions of a certain Administrative Operations Agreement - Fiscal Year 2017-2018 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 19, 2017.

WHEREAS, Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement; and

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

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 employment under this Agreement shall begin on July 1, 2017 and shall continue for the Employer's Fiscal Year of 2017-2018, that is, through June 30, 2018 (the "**Term**"). As such, Employee is NOT an employee-at-will and may only be terminated as specified in the paragraph below entitled Termination.
2. **Compensation**
 - a. **Yearly Salary.** Employer hereby agrees to pay Employee a yearly salary of \$2,500.00 as compensation for services rendered to Employer, such payment to be made on the basis of twelve (12) equal monthly paychecks. The salary may be adjusted from time to time by Employer, in its sole discretion.
 - b. **Pay Period.** Employee will be paid once per month. The pay period may be adjusted from time to time by Employer, in its sole discretion.
 - c. **Business Expenses.** Employer shall reimburse Employee for all reasonable and properly documented business expenses that are necessarily incurred in connection with carrying out Employee's duties and responsibilities and approved in advance by Employer in accordance with Employer's expense reimbursement policies and to the extent permissible under the Oklahoma Emergency Medical Service District Budget Act.
3. **Benefits.** Employee shall be entitled to such fringe benefits as may be provided from time to time by Employer to other employees occupying similar positions. This Agreement is

for the sole benefit of Employee and Employer, and is not intended to create an employee benefit plan or to modify the terms of existing plans. Any employee benefit plan contemplated by this Agreement shall be governed solely by the terms of the underlying plan documents and by applicable law. Nothing in this Agreement shall impair Employer's right to amend, modify, replace, or terminate any and all such plans in its sole discretion, as provided by law, or to terminate this Agreement in accordance with its terms. **It is further expressly understood and agreed that, until such condition is changed by Employer in its sole discretion, this Agreement includes no employment benefits.**

4. **Duties.** Employee is being hired by Employer as the GEMS District Administrator. District Administrator duties include performing administrative services for Employer, including services as an administrative liaison between the GEMS District and the City of Glenpool for the purpose of making and delivering such reports to the Board of Trustees as needed to provide information, answer questions and carry out administrative tasks assigned by the Board, 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, Employee shall have such job duties as may from time to time be reasonably assigned to Employee by Employer. Employee acknowledges that by virtue of Employee's position and responsibilities, Employee will have fiduciary duties to Employer and a duty of loyalty to Employer and will, at all times, act in a manner consistent with these duties and abide by Employer's reasonable rules, regulations, instructions, and directions.
5. **Extent of Services.** During this Agreement, Employee shall devote so much of her time, energy, and attention to the benefit and business of Employer as may be reasonably necessary in performing Employee's duties pursuant to this Agreement. Any outside employment engaged by Employee, whether as City Clerk for the City of Glenpool or otherwise, must not interfere or conflict with Employee's ability to properly perform her job duties or conflict with any provision of this Agreement. Nothing in this Agreement shall be construed as limiting Employee's right to maintain any such outside employment that does not take any significant amount of Employee's time, energy, and attention away from Employee's duties to Employer.
6. **Termination**
 - a. **Not At-Will Employment.** Employee is NOT an employee-at-will, and this Agreement may only be terminated as follows: (i) for just cause, including, without limitation, breaching a provision of this Agreement; (ii) upon the death of Employee; (iii) upon Employer dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; (iv) cessation of the existence or functions of the GEMS District; or (v) by mutual written agreement of the Parties.

- b. **Notice Required.** In the event this Agreement is terminated due to Employee breaching a provision of this Agreement or other just cause, Employer may terminate this Agreement at any time, with or without notice, as permitted by applicable law. The Parties are not required to provide one another with notice of their intent not to extend or renew this Agreement for another fixed term prior to the expiration of this Agreement. However, as a matter of professional courtesy, the Parties agree to use their best efforts to provide at least ninety (90) day's notice of such intention. If the Parties do not agree to an extension or renewal of the terms of this Agreement, then, upon its expiration, this Agreement will terminate and be of no legal effect.

7. **Obligation of Confidentiality**

- a. **Confidential Information.** "Confidential Information" means any information which is possessed by or developed for Employer and which relates to Employer's existing or potential business or technology, to the extent such information is generally not known to the public and which information Employer is permitted or required by applicable law to protect from disclosure. Confidential Information also includes information received by Employer from others that Employer has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.
- b. **Non-Disclosure.** Except as required in the conduct of Employer's business or as expressly authorized in writing on behalf of Employer, during the Term of this Agreement, Employee 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 Agreement 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 Employee may possess or have access to in or away from Employer's offices.
- c. **Exceptions.** This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Employee has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Employer is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Employee's disclosure of Confidential Information in the event Employer has given Employee express prior-written permission to do so.

8. **Severability.** If any provision of this Agreement shall be held by competent authority to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement 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 Agreement 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.
9. **Entire Agreement.** This Agreement 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 Agreement may be changed only by an agreement in writing signed by the Parties.
10. **Governing Law and Venue.** To the extent not inconsistent with applicable law, the Parties acknowledge and agree that this Agreement 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.
11. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party shall be considered valid representations of that Party's signature.
12. **Notice.** Any notice required or permitted to be given under this Agreement 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:

EMPLOYER ADDRESS

Glenpool Emergency Medical Service District
14522 S. Broadway
Glenpool, Oklahoma, 74033

EMPLOYEE ADDRESS

Susan White, GEMS District Administrator
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

// SIGNATURES ON NEXT PAGE //

**INTENDING TO BE LEGALLY BOUND HEREBY, EMPLOYEE AND EMPLOYER
EXECUTED THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW.**

**EMPLOYEE
SUSAN WHITE**

Signed: _____ Date: _____

Name: _____

**EMPLOYER
GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT**

Signed: _____ Date: _____

Name: _____

Title: _____



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator
Date: June 19, 2017
Subject: Employment Agreements

Background:

Employment Agreements will further clarify the distinction between GEMS employees and City employees as was addressed by the amendment to the FY 2017 Operational Agreement and mirrored in the FY 2018 Operational Agreement.

Staff Recommendation:

Staff recommends approval of the proposed Employment Agreements.

Attachments:

FY 2017-2018 Employment Agreement – GEMS Administrator
FY 2017-2018 Employment Agreement – GEMS Attorney
FY 2017-2018 Employment Agreement – GEMS Clerk
FY 2017-2018 Employment Agreement – GEMS Treasurer

Employment Agreement – GEMS Attorney

FISCAL YEAR 2017 - 2018

This EMPLOYMENT AGREEMENT (this "**Agreement**") is effective as of July 1, 2017 by and between LOWELL PETERSON, an individual ("**Employee**") and the Glenpool Emergency Medical Service District ("**GEMS District**" or "**Employer**") (collectively the "**Parties**" and each a "**Party**") in accordance with the provisions of a certain Administrative Operations Agreement - Fiscal Year 2017-2018 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 19, 2017.

WHEREAS, Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement; and

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

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 employment under this Agreement shall begin on July 1, 2017 and shall continue for the Employer's Fiscal Year of 2017-2018, that is, through June 30, 2018 (the "**Term**"). As such, Employee is NOT an employee-at-will and may only be terminated as specified in the paragraph below entitled Termination.
2. **Compensation**
 - a. **Yearly Salary.** Employer hereby agrees to pay Employee a yearly salary of \$2,500.00 as compensation for services rendered to Employer, such payment to be made on the basis of twelve (12) equal monthly paychecks. The salary may be adjusted from time to time by Employer, in its sole discretion.
 - b. **Pay Period.** Employee will be paid once per month. The pay period may be adjusted from time to time by Employer, in its sole discretion.
 - c. **Business Expenses.** Employer shall reimburse Employee for all reasonable and properly documented business expenses that are necessarily incurred in connection with carrying out Employee's duties and responsibilities and approved in advance by Employer in accordance with Employer's expense reimbursement policies and to the extent permissible under the Oklahoma Emergency Medical Service District Budget Act.
3. **Benefits.** Employee shall be entitled to such fringe benefits as may be provided from time to time by Employer to other employees occupying similar positions. This Agreement is

for the sole benefit of Employee and Employer, and is not intended to create an employee benefit plan or to modify the terms of existing plans. Any employee benefit plan contemplated by this Agreement shall be governed solely by the terms of the underlying plan documents and by applicable law. Nothing in this Agreement shall impair Employer's right to amend, modify, replace, or terminate any such plans in its sole discretion, as provided by law, or to terminate this Agreement in accordance with its terms. **It is further expressly understood and agreed that, until such condition is changed by Employer in its sole discretion, this Agreement includes no employment benefits.**

4. **Duties.** Employee is being hired by Employer as the GEMS District Attorney. District Attorney duties include performing legal services for Employer to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements, 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, Employee shall have such job duties as may from time to time be reasonably assigned to Employee by Employer. Employee acknowledges that by virtue of Employee's position and responsibilities, Employee will have fiduciary duties to Employer and a duty of loyalty to Employer and will, at all times, act in a manner consistent with these duties and abide by Employer's reasonable rules, regulations, instructions, and directions.
5. **Extent of Services.** During this Agreement, Employee shall devote so much of his time, energy, and attention to the benefit and business of Employer as may be reasonably necessary in performing Employee's duties pursuant to this Agreement. Any outside employment engaged by Employee, whether as City Attorney for the City of Glenpool or otherwise, must not interfere or conflict with Employee's ability to properly perform his job duties or conflict with any provision of this Agreement. Nothing in this Agreement shall be construed as limiting Employee's right to maintain any such outside employment that does not take any significant amount of Employee's time, energy, and attention away from Employee's duties to Employer.
6. **Termination**
 - a. **Not At-Will Employment.** Employee is NOT an employee-at-will, and this Agreement may only be terminated as follows: (i) for just cause, including, without limitation, breaching a provision of this Agreement; (ii) upon the death of Employee; (iii) upon Employer dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; (iv) cessation of the existence or functions of the GEMS District; or (v) by mutual written agreement of the Parties.
 - b. **Notice Required.** In the event this Agreement is terminated due to Employee breaching a provision of this Agreement or other just cause, Employer may

terminate this Agreement at any time, with or without notice, as permitted by applicable law. The Parties are not required to provide one another with notice of their intent not to extend or renew this Agreement for another fixed term prior to the expiration of this Agreement. However, as a matter of professional courtesy, the Parties agree to use their best efforts to provide at least ninety (90) days' notice of such intention. If the Parties do not agree to an extension or renewal of the terms of this Agreement, then, upon its expiration, this Agreement will terminate and be of no legal effect.

7. Obligation of Confidentiality

- a. Confidential Information.** "Confidential Information" means any information which is possessed by or developed for Employer and which relates to Employer's existing or potential business or technology, to the extent such information is generally not known to the public and which information Employer is permitted or required by applicable law to protect from disclosure. Confidential Information also includes information received by Employer from others that Employer has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.
- b. Non-Disclosure.** Except as required in the conduct of Employer's business or as expressly authorized in writing on behalf of Employer, during the Term of this Agreement, Employee 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 Agreement 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 Employee may possess or have access to in or away from Employer's offices.
- c. Exceptions.** This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Employee has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Employer is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Employee's disclosure of Confidential Information in the event Employer has given Employee express prior-written permission to do so.

- 8. Severability.** If any provision of this Agreement shall be held by competent authority to be invalid or unenforceable for any reason, that provision shall be considered removed

from this Agreement 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 Agreement 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.

9. **Entire Agreement.** This Agreement 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 Agreement may be changed only by an agreement in writing signed by the Parties.
10. **Governing Law and Venue.** To the extent not inconsistent with applicable law, the Parties acknowledge and agree that this Agreement 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.
11. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party shall be considered valid representations of that Party's signature.
12. **Notice.** Any notice required or permitted to be given under this Agreement 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:

EMPLOYER ADDRESS

Glenpool Emergency Medical Service District
14522 S. Broadway
Glenpool, Oklahoma, 74033

EMPLOYEE ADDRESS

Lowell Peterson, GEMS District Attorney
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

// SIGNATURES ON NEXT PAGE //

**INTENDING TO BE LEGALLY BOUND HEREBY, EMPLOYEE AND EMPLOYER
EXECUTED THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW.**

**EMPLOYEE
LOWELL PETERSON**

Signed: _____ Date: _____

Name: _____

**EMPLOYER
GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT**

Signed: _____ Date: _____

Name: _____

Title: _____



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator
Date: June 19, 2017
Subject: Employment Agreements

Background:

Employment Agreements will further clarify the distinction between GEMS employees and City employees as was addressed by the amendment to the FY 2017 Operational Agreement and mirrored in the FY 2018 Operational Agreement.

Staff Recommendation:

Staff recommends approval of the proposed Employment Agreements.

Attachments:

FY 2017-2018 Employment Agreement – GEMS Administrator
FY 2017-2018 Employment Agreement – GEMS Attorney
FY 2017-2018 Employment Agreement – GEMS Clerk
FY 2017-2018 Employment Agreement – GEMS Treasurer

Employment Agreement – GEMS District Clerk

FISCAL YEAR 2017 - 2018

This EMPLOYMENT AGREEMENT (this "**Agreement**") is effective as of July 1, 2017 by and between SUSAN WHITE, an individual ("**Employee**") and the Glenpool Emergency Medical Service District ("**GEMS District**" or "**Employer**") (collectively the "**Parties**" and each a "**Party**") in accordance with the provisions of a certain Administrative Operations Agreement - Fiscal Year 2017-2018 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 19, 2017.

WHEREAS, Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement; and

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

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 employment under this Agreement shall begin on July 1, 2017 and shall continue for the Employer's Fiscal Year of 2017-2018, that is, through June 30, 2018 (the "**Term**"). As such, Employee is NOT an employee-at-will and may only be terminated as specified in the paragraph below entitled Termination.
2. **Compensation**
 - a. **Yearly Salary.** Employer hereby agrees to pay Employee a yearly salary of \$2,500.00 as compensation for services rendered to Employer, such payment to be made on the basis of twelve (12) equal monthly paychecks. The salary may be adjusted from time to time by Employer, in its sole discretion.
 - b. **Pay Period.** Employee will be paid once per month. The pay period may be adjusted from time to time by Employer, in its sole discretion.
 - c. **Business Expenses.** Employer shall reimburse Employee for all reasonable and properly documented business expenses that are necessarily incurred in connection with carrying out Employee's duties and responsibilities and approved in advance by Employer in accordance with Employer's expense reimbursement policies and to the extent permissible under the Oklahoma Emergency Medical Service District Budget Act.
3. **Benefits.** Employee shall be entitled to such fringe benefits as may be provided from time to time by Employer to other employees occupying similar positions. This Agreement is

for the sole benefit of Employee and Employer, and is not intended to create an employee benefit plan or to modify the terms of existing plans. Any employee benefit plan contemplated by this Agreement shall be governed solely by the terms of the underlying plan documents and by applicable law. Nothing in this Agreement shall impair Employer's right to amend, modify, replace, or terminate any and all such plans in its sole discretion, as provided by law, or to terminate this Agreement in accordance with its terms. **It is further expressly understood and agreed that, until such condition is changed by Employer in its sole discretion, this Agreement includes no employment benefits.**

4. **Duties.** Employee is being hired by Employer as the GEMS District Clerk. District Clerk duties include clerical and record-keeping functions for the GEMS District in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation; 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, Employee shall have such job duties as may from time to time be reasonably assigned to Employee by Employer. Employee acknowledges that by virtue of Employee's position and responsibilities, Employee will have fiduciary duties to Employer and a duty of loyalty to Employer and will, at all times, act in a manner consistent with these duties and abide by Employer's reasonable rules, regulations, instructions, and directions.
5. **Extent of Services.** During this Agreement, Employee shall devote so much of her time, energy, and attention to the benefit and business of Employer as may be reasonably necessary in performing Employee's duties pursuant to this Agreement. Any outside employment engaged by Employee, whether as City Clerk for the City of Glenpool or otherwise, must not interfere or conflict with Employee's ability to properly perform her job duties or conflict with any provision of this Agreement. Nothing in this Agreement shall be construed as limiting Employee's right to maintain any such outside employment that does not take any significant amount of Employee's time, energy, and attention away from Employee's duties to Employer.
6. **Termination**
 - a. **Not At-Will Employment.** Employee is NOT an employee-at-will, and this Agreement may only be terminated as follows: (i) for just cause, including, without limitation, breaching a provision of this Agreement; (ii) upon the death of Employee; (iii) upon Employer dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; (iv) cessation of the existence or functions of the GEMS District; or (v) by mutual written agreement of the Parties.
 - b. **Notice Required.** In the event this Agreement is terminated due to Employee breaching a provision of this Agreement or other just cause, Employer may

terminate this Agreement at any time, with or without notice, as permitted by applicable law. The Parties are not required to provide one another with notice of their intent not to extend or renew this Agreement for another fixed term prior to the expiration of this Agreement. However, as a matter of professional courtesy, the Parties agree to use their best efforts to provide at least ninety (90) day's notice of such intention. If the Parties do not agree to an extension or renewal of the terms of this Agreement, then, upon its expiration, this Agreement will terminate and be of no legal effect.

7. Obligation of Confidentiality

- a. Confidential Information.** "Confidential Information" means any information which is possessed by or developed for Employer and which relates to Employer's existing or potential business or technology, to the extent such information is generally not known to the public and which information Employer is permitted or required by applicable law to protect from disclosure. Confidential Information also includes information received by Employer from others that Employer has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.
- b. Non-Disclosure.** Except as required in the conduct of Employer's business or as expressly authorized in writing on behalf of Employer, during the Term of this Agreement, Employee 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 Agreement 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 Employee may possess or have access to in or away from Employer's offices.
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from this Agreement 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 Agreement 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.

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10. **Governing Law and Venue.** To the extent not inconsistent with applicable law, the Parties acknowledge and agree that this Agreement 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.
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Glenpool Emergency Medical Service District
14522 S. Broadway
Glenpool, Oklahoma, 74033

EMPLOYEE ADDRESS

Susan White, GEMS District Clerk
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

// SIGNATURES ON NEXT PAGE //

**INTENDING TO BE LEGALLY BOUND HEREBY, EMPLOYEE AND EMPLOYER
EXECUTED THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW.**

**EMPLOYEE
SUSAN WHITE**

Signed: _____ Date: _____

Name: _____

**EMPLOYER
GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT**

Signed: _____ Date: _____

Name: _____

Title: _____



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator
Date: June 19, 2017
Subject: Employment Agreements

Background:

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Staff Recommendation:

Staff recommends approval of the proposed Employment Agreements.

Attachments:

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FY 2017-2018 Employment Agreement – GEMS Clerk
FY 2017-2018 Employment Agreement – GEMS Treasurer

Employment Agreement – GEMS Treasurer

FISCAL YEAR 2017 - 2018

This EMPLOYMENT AGREEMENT (this "**Agreement**") is effective as of July 1, 2017 by and between JULIE CASTEEN, an individual ("**Employee**") and the Glenpool Emergency Medical Service District ("**GEMS District**" or "**Employer**") (collectively the "**Parties**" and each a "**Party**") in accordance with the provisions of a certain Administrative Operations Agreement - Fiscal Year 2017-2018 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 19, 2017.

WHEREAS, Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement; and

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

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 employment under this Agreement shall begin on July 1, 2017 and shall continue for the Employer's Fiscal Year of 2017-2018, that is, through June 30, 2018 (the "**Term**"). As such, Employee is NOT an employee-at-will and may only be terminated as specified in the paragraph below entitled Termination.
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 - b. **Pay Period.** Employee will be paid once per month. The pay period may be adjusted from time to time by Employer, in its sole discretion.
 - c. **Business Expenses.** Employer shall reimburse Employee for all reasonable and properly documented business expenses that are necessarily incurred in connection with carrying out Employee's duties and responsibilities and approved in advance by Employer in accordance with Employer's expense reimbursement policies and to the extent permissible under the Oklahoma Emergency Medical Service District Budget Act.
3. **Benefits.** Employee shall be entitled to such fringe benefits as may be provided from time to time by Employer to other employees occupying similar positions. This Agreement is

for the sole benefit of Employee and Employer, and is not intended to create an employee benefit plan or to modify the terms of existing plans. Any employee benefit plan contemplated by this Agreement shall be governed solely by the terms of the underlying plan documents and by applicable law. Nothing in this Agreement shall impair Employer's right to amend, modify, replace, or terminate any and all such plans in its sole discretion, as provided by law, or to terminate this Agreement in accordance with its terms. **It is further expressly understood and agreed that, until such condition is changed by Employer in its sole discretion, this Agreement includes no employment benefits.**

4. **Duties.** Employee is being hired by Employer as the GEMS District Treasurer. District Treasurer 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, Employee shall have such job duties as may from time to time be reasonably assigned to Employee by Employer. Employee acknowledges that by virtue of Employee's position and responsibilities, Employee will have fiduciary duties to Employer and a duty of loyalty to Employer and will, at all times, act in a manner consistent with these duties and abide by Employer's reasonable rules, regulations, instructions, and directions.
5. **Extent of Services.** During this Agreement, Employee shall devote so much of her time, energy, and attention to the benefit and business of Employer as may be reasonably necessary in performing Employee's duties pursuant to this Agreement. Any outside employment engaged by Employee, whether as City Finance Director for the City of Glenpool or otherwise, must not interfere or conflict with Employee's ability to properly perform her job duties or conflict with any provision of this Agreement. Nothing in this Agreement shall be construed as limiting Employee's right to maintain any such outside employment that does not take any significant amount of Employee's time, energy, and attention away from Employee's duties to Employer.
6. **Termination**
 - a. **Not At-Will Employment.** Employee is NOT an employee-at-will, and this Agreement may only be terminated as follows: (i) for just cause, including, without limitation, breaching a provision of this Agreement; (ii) upon the death of Employee; (iii) upon Employer dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; (iv) cessation of the existence or functions of the GEMS District; or (v) by mutual written agreement of the Parties.

- b. **Notice Required.** In the event this Agreement is terminated due to Employee breaching a provision of this Agreement or other just cause, Employer may terminate this Agreement at any time, with or without notice, as permitted by applicable law. The Parties are not required to provide one another with notice of their intent not to extend or renew this Agreement for another fixed term prior to the expiration of this Agreement. However, as a matter of professional courtesy, the Parties agree to use their best efforts to provide at least ninety (90) day's notice of such intention. If the Parties do not agree to an extension or renewal of the terms of this Agreement, then, upon its expiration, this Agreement will terminate and be of no legal effect.

7. **Obligation of Confidentiality**

- a. **Confidential Information.** "Confidential Information" means any information which is possessed by or developed for Employer and which relates to Employer's existing or potential business or technology, to the extent such information is generally not known to the public and which information Employer is permitted or required by applicable law to protect from disclosure. Confidential Information also includes information received by Employer from others that Employer has an obligation to treat as confidential. Confidential Information includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.
- b. **Non-Disclosure.** Except as required in the conduct of Employer's business or as expressly authorized in writing on behalf of Employer, during the Term of this Agreement, Employee 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 Agreement 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 Employee may possess or have access to in or away from Employer's offices.
- c. **Exceptions.** This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Employee has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Employer is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Employee's disclosure of Confidential Information in the event Employer has given Employee express prior-written permission to do so.

8. **Severability.** If any provision of this Agreement shall be held by competent authority to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement 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 Agreement 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.
9. **Entire Agreement.** This Agreement 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 Agreement may be changed only by an agreement in writing signed by the Parties.
10. **Governing Law and Venue.** To the extent not inconsistent with applicable law, the Parties acknowledge and agree that this Agreement 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.
11. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party shall be considered valid representations of that Party's signature.
12. **Notice.** Any notice required or permitted to be given under this Agreement 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:

EMPLOYER ADDRESS

Glenpool Emergency Medical Service District
14522 S. Broadway
Glenpool, Oklahoma, 74033

EMPLOYEE ADDRESS

Julie Casteen, GEMS District Treasurer
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

// SIGNATURES ON NEXT PAGE //

**INTENDING TO BE LEGALLY BOUND HEREBY, EMPLOYEE AND EMPLOYER
EXECUTED THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW.**

**EMPLOYEE
JULIE CASTEEN**

Signed: _____ Date: _____

Name: _____

**EMPLOYER
GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT**

Signed: _____ Date: _____

Name: _____

Title: _____