

**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 Industrial Authority Special meeting on June 21, 2021, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool Area Emergency Medical Service District 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/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

+13462487799, US (Houston)

+14086380968, US (San Jose)

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+1 253 215 8782 US (Tacoma)

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Meeting ID: 897 5355 5435

Passcode: 974088

Find your local number: <https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

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 JUNE 21, 2021.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Chair	
B) Roll Call, Declaration of Quorum – Wendy Knight, Clerk; Joyce G. Calvert, Chair	
C) Scheduled Business	
1) Discussion and possible action to approve, deny or amend the annual Administrative Operations Agreement between the GEMS District and the City of Glenpool setting out certain clerical and accounting services to be provided by the City to GEMS as well as Emergency Medical Response Agency emergency medical services. (Susan White, District Administrator, Interim Treasurer, Finance Officer) Oper-Admin Agreement FY21-22	3 - 9

- | | | |
|----|---|---------|
| 2) | Discussion and possible action to approve, deny or amend a Professional Services Contract with Susan White to perform, as an independent contractor, the duties of GEMS District Administrator.
(Susan White, District Administrator, Interim Treasurer, Finance Officer)
Pro Svcs Con - District Admin 06.21.21 | 10 - 14 |
| 3) | Discussion and possible action to approve, deny or amend a Professional Services Contract with Lowell Peterson to perform, as an independent contractor, the duties of GEMS District Legal Counsel.
(Susan White, District Administrator, Interim Treasurer, Finance Officer)
Pro Svcs Con - Legal Counsel.1 06.21.21 | 15 - 19 |
| 4) | Discussion and possible action to approve, deny or amend a Professional Services Contract with Wendy Knight to perform, as an independent contractor, the duties of GEMS District Clerk.
(Susan White, District Administrator, Interim Treasurer, Finance Officer)
Pro Svcs Con - Clerk.06.21.21 | 20 - 24 |
| 5) | Discussion and possible action to approve or deny the appointment of Susan White, the GEMS District Administrator, on an unpaid interim basis, to undertake the duties of GEMS District Treasurer/Finance Officer, until the vacant position of GEMS District Treasurer/Finance officer is filled.
(Susan White, District Administrator, Interim Treasurer, Finance Officer)
Staff Report-Appoint Interim Treas(2) 06.21.21 | 25 |
| 6) | Discussion and possible action to approve, or deny payment of OMAG invoice for Treasurer's Surety Bond in the amount of \$122.20.
(Susan White, District Administrator, Interim Treasurer, Finance Officer)
GEMS Bond Invoice | 26 |

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 17, 2021, by 4:15 pm.

Signed: Wendy Knight

Clerk



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: Honorable Mayor/Chair and City Council/GEMS Trustees
From: Susan White, District Administrator, Interim Treasurer
Date: June 21, 2021
Subject: FY 2021-2022 Administrative Operations Agreement between
GEMS and City of Glenpool

Background

The Administrative Operations Agreement between City of Glenpool and GEMS has been updated to reflect the new fiscal year. Other than that it remains identical to the current Agreement.

Recommendation

Recommendation to approve the FY 2021-2022 Administrative Operations Agreement.

Attachments

FY 2021-2022 Administrative Operations Agreement

ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2021– 2022
[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” or “District”) (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 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 district

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.

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 persons will provide general clerical and accounting services as requested by the GEMS District Administrator, District Treasurer/Finance Officer, or District Clerk. These services will include at a minimum, use of the City's Enterprise Resource Planning software (Incode), use of the City's online agenda preparation and administration software (iCompass), use of City office supplies, computers, network and internet services, encumbrance and payment of approved purchase orders and invoices, and review of banking reconciliation and financial reports necessary to maintain segregation of duties and manage the GEMS approved budget.
- 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. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees 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, ("**District Administrator**") 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 FY 2021-2022 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Administrator shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- B. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform organizational 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 ("**District Clerk**"), 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 2021-2022 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Clerk shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- C. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees 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 ("**District Legal Counsel**"), and will ensure such District Counsel 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 2021-2022 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Counsel shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- D. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees 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 ("**District Treasurer/Finance Officer**"), and will ensure such District Finance Officer 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 2021-2022 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Finance Officer shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.

- 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 a 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 clerical and accounting 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 provide EMR contracted training, EMR certification fees, EMR durable and replaceable medical equipment, medical oxygen, and all supplies and equipment not otherwise provided by other parties.
- G. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act and allocating sufficient funds to comply with all obligations and undertakings of this Agreement.
- H. In consideration of the administrative, financial and emergency medical response agency services provided by City as described in Sections II.A. and II.B. of this Agreement, GEMS agrees to reimburse the City at a mutually agreed upon cost for 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.G. 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, 2021 and shall continue through June 30, 2022. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2022, 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 at least 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 21st day of June 2021.

City of Glenpool

Glenpool Area Emergency Medical Services District

Joyce G. Calvert, Mayor

Joyce G. Calvert, Chair of the Board of Trustees

Attest:

[SEAL]

Wendy Knight, City Clerk

Wendy Knight, District Clerk

Approved as to Form:

Lowell Peterson, City Attorney

Lowell Peterson, District Counsel

EXHIBIT A
EMERGENCY MEDICAL RESPONSE SERVICE RATE SUMMARY

Runs Trailing 12 Mo Avg		Ratio
EMR	1000	72%
FIRE	388	28%
Total	1388	

Based on FY2021-2022 Proposed Budget:

		EMR Calls vs Fire	72%
		Total	EMR
Total Compensation/Benefits for EMR personnel:	\$	2,647,658	\$ 1,906,313.76
Average per person (total /21)	\$	126,078.95	\$ 90,777
Annual hours per person		2,912	
Avg hourly personnel costs	\$	43.30	\$ 31.17
Three person crew (\$43.30 x 3)	\$	129.90	\$ 93.53

Fire Truck Expenses

		FY21-22
Maintenance	\$	40,000
Fuel		15,000
Total Truck Expenses	\$	55,000

		EMR Calls vs Fire	72%
Estimated number runs FY2021-2022		1388	999
Average cost per run for truck (constant)	\$	39.63	

		Total	EMR
Total rate per run (\$129.90 crew, \$39.63 truck)	\$	169.53	\$ 133.16

Total Estimated EMR Reimbursement FY21-22 \$ 133,075

Professional Services Contract – GEMS District Administrator
FISCAL YEAR 2021 – 2022

This Professional Services Contract (“**Contract**”) is effective as of July 1, 2021 by and between SUSAN WHITE, 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 2021-2022 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 21, 2021.

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, 2021 and shall continue for the GEMS District’s Fiscal Year of 2021-2022, that is, through June 30, 2022 (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 contractual benefits beyond the compensation provided by paragraph 2 above.

4. **Duties.** Contractor is hereby retained by GEMS District as the GEMS District Administrator. District Administrator duties include performing administrative services for GEMS District, 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 GEMS District Board of Trustees or the Glenpool City Council as needed to provide information, answer questions and carry out operational tasks assigned by the Board. Attendance at no fewer than nine scheduled meetings of the GEMS Board of Trustees during the Term of this Contract is mandatory unless an absence in excess of nine is granted in writing. In addition to any duties specified in this Contract, Contractor shall have such duties as may from time to time be reasonably assigned to Contractor by GEMS District. 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 such 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 her 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 Assistant City Manager for the City of Glenpool or otherwise, must not interfere or conflict with Contractor's ability to properly perform her 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 Emergency Medical Service District
12205 S. Yukon Avenue
Glenpool, Oklahoma, 74033

EMPLOYEE ADDRESS
Susan White, GEMS District Administrator
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: _____
Susan White
District Administrator

Date: _____

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

Signed: _____

Joyce G. Calvert

Chair of the Board of Trustees

Date: _____

Professional Services Contract – GEMS Legal Counsel

FISCAL YEAR 2021– 2022

This Professional Services Contract (“**Contract**”) is effective as of July 1, 2021 by and between LOWELL PETERSON, 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 2021-2022 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 21, 2021.

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, 2021 and shall continue for the GEMS District’s Fiscal Year of 2021-2022, that is, through June 30, 2022 (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 hereby retained by GEMS District as the GEMS Legal Counsel. Legal Counsel duties include providing advisory services as an attorney in a confidential and professional relationship between the GEMS District and the City of Glenpool for the purpose of ensuring compliance by the GEMS District Board of Trustees and the Glenpool City Council with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health, as provided by the Operational Agreement and the Ambulance Service Agreement between the parties. Attendance at no fewer than nine scheduled meetings of the GEMS Board of Trustees during the Term of this Contract is mandatory unless an absence in excess of nine is granted in writing. In addition to any duties specified in this Contract, Contractor shall have such duties as may from time to time be reasonably assigned to Contractor by the GEMS District. 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 the GEMS District and will, at all times, act in a manner consistent with such 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 City Attorney 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 Emergency Medical Service District
12205 S. Yukon Avenue
Glenpool, Oklahoma, 74033

EMPLOYEE ADDRESS

Lowell Peterson, GEMS Legal Counsel
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: _____

Lowell Peterson
District Legal Counsel

Date: _____

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

Signed: _____

Joyce G. Calvert
Chair of the Board of Trustees

Date: _____

Professional Services Contract – GEMS District Clerk
FISCAL YEAR 2021-2022

This Professional Services Contract (“**Contract**”) is effective as of July 1, 2021 by and between WENDY KNIGHT, 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 2021-2022 entered into between the City of Glenpool and the Glenpool Emergency Medical Service District, dated June 21, 2021

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, 2021 and shall continue for the GEMS District’s Fiscal Year of 2021-2022, that is, through June 30, 2022 (the “**Term**”). Contractor is NOT an employee and may only be terminated as specified in paragraph 7 below, entitled Termination.
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 Contractors 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 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, Contractor shall have such job duties as may from time to time be reasonably assigned to Contractor by GEMS District. 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 her 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 City Clerk for the City of Glenpool or otherwise, must not interfere or conflict with Contractor's ability to properly perform her 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. **Termination**
 - a. **Independent Contractor, not Employee.** Contractor is NOT an employee of the GEMS District, and this Contract may only be terminated as follows: (i) for just cause, including, without limitation, breaching a provision of this Contract; (ii) upon the death of Contractor; (iii) upon GEMS District 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 Contract is terminated due to Contractor breaching a provision of this Contract or other just cause, GEMS District may terminate this Contract 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 Contract for another fixed term prior to the expiration of this Contract. 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 Contract, then, upon its expiration, this Contract will terminate and be of no legal effect.
- c. **Interim Termination of Contract.** In the event that termination of this Contract occurs due to unforeseen circumstances during the Term as defined in Section 1, this Contract shall be deemed null and void and neither party shall have any further obligations hereunder.

8. **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.

9. **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.
10. **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.
11. **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.
12. **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.
13. **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

Wendy Knight, GEMS District Clerk
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: _____ Date: _____
Wendy Knight
District Clerk

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

Signed: _____ Date: _____
Joyce G. Calvert
Chair of the Board of Trustees



To: Honorable Chair and Trustees
From: Susan White, District Administrator
Date: June 21, 2021
Subject: Interim Treasurer Appointment

Background

To consistently maintain the financial matters of GEMS for next fiscal year and since the Treasurer/Finance Officer position remains vacant, it is necessary to continue the position of Interim Treasurer/Finance Officer. I wish to volunteer to fill the position on an unpaid interim basis.

Recommendation

Recommend 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 FY 2021-2022 or until the vacant position is filled, whichever comes first.

