

**NOTICE
GLENPOOL CITY COUNCIL
SPECIAL MEETING**

A Special Meeting of the Glenpool City Council will begin at 6:30 p.m. on Thursday, June 30, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

AGENDA

A) Call to Order.

B) Roll call, declaration of quorum.

C) Scheduled Business

- 1) Conduct interviews of candidates for Ward IV Council seat.
(Timothy Fox, Mayor)
- 2) Discussion and possible action to appoint Council selection to fill Ward IV Council seat vacancy.
(Timothy Fox, Mayor)
 - a. Administration of Oath - Susan White, City Clerk
- 3) Discussion and possible action to approve second amendment to FY 15-16 Agreement between City of Glenpool and GEMS.
(Julie Casteen, Finance Director)
- 4) Discussion and possible action to enter into Executive Session for the purpose of discussing confidential communications from the City Attorney concerning a pending investigation, claim, or action as to which the City, with the advice of its Attorney, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct the pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion protected by attorney-client privilege regarding the City's Answer to a Petition brought by Summit Properties, Inc., in its appeal of the decision by the City Council on May 16, 2016, to deny Appellant's change of zone application.
(Timothy Fox, Mayor/Lowell Peterson, City Attorney)
- 5) Discussion and possible action to return to Regular Session.
(Timothy Fox, Mayor)

D) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma,
on _____, 2016 at _____ am/pm.

Signed: _____
City Clerk

Glenpool Area Emergency Medical Services District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Julie Casteen, District Treasurer
Date: June 29, 2016
Subject: Amendment to FY 15-16 Operational Agreement between GEMS and City of Glenpool.

Background:

The City of Glenpool and GEMS signed an agreement on September 8, 2015 outlining services to be provided by the City and a process for reimbursement by GEMS. Included in the services provided by the City are Emergency Medical Response (EMR) services, whereby the City's Fire Department personnel act as first responders on applicable medical calls.

The original agreement outlined a method for reimbursement based on anticipated calls and costs related to providing the EMR services. However, GEM's ambulance service provider, EMS Plus, abruptly ended service in December, 2015. The City immediately stepped up EMR services in order to fill the gap left by the absence of the dedicated ambulance service. As a result, an additional \$175,036 of documented unscheduled overtime was borne by the City.

This amended agreement calls for GEM's to reimburse the City for the unscheduled overtime in the amount of \$10,021, which was calculated using the same method originally agreed upon for the \$90 run rate.

Staff Recommendation:

Staff recommends approval of the amended agreement.

Attachments:

FY 15-16 Amended Agreement

**OPERATIONAL AGREEMENT
[Second Amended]**

This Operational Agreement ("Agreement"), as defined by Title 5, Chapter 2, Article A, Section 1¹ and as applied by Title 5, Chapter 2, Article B, Section 1² of the Glenpool City Code, made and entered into on the date written below, by and between the City of Glenpool, Oklahoma, a municipal corporation, hereinafter referred to as "City," and the Glenpool Area Emergency Medical Service District, hereinafter referred to as "GEMS," (together with the City, the "Parties"), expressly amends, replaces and supersedes all agreements previously entered into by the Parties.

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. 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

¹ OPERATIONAL AGREEMENT: That certain agreement entered into by and between the City and the GEMS District to provide for specified administrative, clerical, legal and emergency medical responder functions to be provided by the City for the benefit of GEMS, and to assign specified budgetary functions to GEMS, and such other terms and conditions as may affect the working relationship between the City and GEMS as such terms and conditions are set forth in said operational agreement.

² 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, under the direction and control of the Medical Director.

funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful emergency medical service district purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive:³

- A. City staff will perform all ministerial 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 2015-2016, 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 a qualified municipal clerk acceptable to the Board of Trustees 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 clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement at a cost 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.
- C. City will provide a qualified municipal attorney 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, and will ensure such attorney is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement at a cost 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.
- D. City will provide a qualified officer acceptable to the Board of Trustees to perform administrative services for GEMS, including services as an administrative liaison between

³ 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.

GEMS and City for the purpose of making and delivering such reports to the Board of Trustee as needed to provide information, answering questions and carrying out administrative tasks assigned by the Board, and will ensure that such designated administrator present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement at a cost 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.

- E. City will provide a qualified financial officer 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 at a cost 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..
- F. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include all personnel, supplies, emergency vehicles and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code⁴ 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,⁵ at a cost 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..

III. GEMS's Responsibilities

- A. GEMS agrees to adopt such rules, policies, and procedures that will provide for orderly, lawful, and expedient clerical, legal, administrative financial and emergency medical response agency services, as provided by Sections II.B., C., D., E. and F. of this Agreement by City personnel, as outlined above and to the fullest extent permissible under Oklahoma law.
 - 1. 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.
 - 2. GEMS further stipulates and agrees that the clerical, legal, administrative and financial services provided by City personnel under Sections II.B., C., D. and E. of this Agreement shall be performed in accordance with the provisions of Ordinance 597, adopted by the City Council on June 2, 2008, 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, as may directly affect the provision of said services.

⁴ 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.

⁵ 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.

3. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.E. 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.
- B. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act.
- C. GEMS, in consideration of the clerical, legal, administrative, financial and emergency medical response agency services provided by City as described in Sections II.B., C., D., E. and F. of this Agreement, 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 Emergency Medical Response Service Rate Summary at Exhibit A, incorporated herein by reference.
- D. In consideration of the unbudgeted expense incurred by the City for Unscheduled Overtime due to the provision of Emergency Medical Response Agency emergency medical services for GEMS in the capacity of First Responder for the period between January 1 and April 30, 2016, due to the lack of emergency ambulance services stationed within the GEMS District, to include the cost of all personnel dedicated to Emergency Medical Response ("EMR") runs and related functions during that period of time, GEMS agrees to reimburse the City for such expense as detailed in Exhibit B to this Agreement.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2015, and shall continue through June 30, 2016. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2016, 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 cancellation 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 Second Amended Agreement during the term of this Second Amended Agreement, and all renewals as provided by Section IV of this Second Amended 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 30th day of June 2016.

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, Board Clerk

Approved:

Lowell Peterson, City Attorney

Lowell Peterson, Board Attorney

EXHIBIT B
EMERGENCY MEDICAL RESPONSE SERVICE
UNSCHEDULED OVERTIME

January - April 2016

		Ratio
EMR	305	64%
FIRE	171	36%
Total	476	

	EMR Calls vs Fire 64%	
	Total	EMR
Total Non-Scheduled OT related to EMR:	\$ 172,534	\$ 110,421.90
Medicare taxes	\$ 2,502	\$ 1,601
Total hours	6,819	
Avg hourly OT costs	\$ 25.67	\$ 16.43
Two person crew (\$25.67 x 2)	\$ 51.34	\$ 32.86
Total EMR OT Reimbursement	\$	10,021

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

A Special Session of the Glenpool Area Emergency Medical Service District will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, Thursday, June 30, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** Scheduled Business
 - 1)** Discussion and possible action to approve second amendment to FY 15-16 Agreement between GEMS and City of Glenpool.
(Julie Casteen, District Treasurer)
 - 2)** Discussion and possible action to approve amendments to the Glenpool Emergency Medical Services District FY15-16 Budget.
(Julie Casteen, District Treasurer)
- D)** Adjournment.

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

Signed: _____
District Clerk/Secretary

Glenpool Area Emergency Medical Services District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Julie Casteen, District Treasurer
Date: June 29, 2016
Subject: FY 15-16 Budget Amendments

Background:

As part of the fiscal year-end closing process, budget transfers are typically needed to ensure actual expenditures do not exceed appropriations in a given account. Section 1720 of the Emergency Medical District Budget Act (19 O.S) gives the Board authority to approve the transfer of unappropriated funds between accounts.

The original adopted budget included \$114,000 for the ambulance service contract. Due to the closure of EMS Plus, only \$80,003 of those funds have been spent. At the same time, the original \$48,700 budgeted for reimbursement to the City of Glenpool was based on the old contract. The FY15-16 contract calls for a more accurate reimbursement of expenses based on actual EMR runs. The projected reimbursement amount to the City in FY16 is \$90,000.

To balance the budget at the account level, a transfer of appropriation is required from the ambulance contract account to the First Responder/Admin Fees account. In addition, other small transfer amounts are needed in various accounts as specified in Exhibit A. The transfer to reserves budget is reduced by \$10,700 to make up the difference needed, and by another \$13,000 to account for a revenue shortfall as compared to budgeted revenues.

The amended budget reflects an anticipated ending fund balance of \$400,163. Final results of the FY15-16 revenues and expenditures will be presented at a future meeting.

Staff Recommendation:

Staff recommends approval of the amended budget.

Attachments:

FY 15-16 Budget Amendments

EXHIBIT A

GLENPOOL EMERGENCY MEDICAL SERVICES DISTRICT FY15-16 BUDGET AMENDMENTS

	ACTUALS FY2015	APPROVED BUDGET FY2016	AMENDMENTS	RESTATED BUDGET FY2016
Personal Services:				
Salaries and Wages	\$ 8,735	\$ 9,979	\$ 21	10,000
FICA	777	1,265	(50)	1,215
Unemployment	111	71	29	100
Supplies:				
Operating Supplies	4,010	2,750	3,000	5,750
Fuel	464	-	-	-
Minor Equipment	-	13,345	-	13,345
Other Charges & Services				
Ambulance Contract	114,000	114,000	(33,900)	80,100
First Responder Expenses	431	-	-	-
First Responder/Admin Fees	41,781	48,700	41,300	90,000
Audit Fees	-	8,000	-	8,000
Misc Services and Charges	646	-	300	300
Travel & Training:				
Travel & Training:	-	2,000	-	2,000
Other Financing Uses:				
Transfer to Reserves	-	46,710	(23,700)	23,010
Total Expenditures	\$ 170,954	\$ 246,820	\$ (13,000)	\$ 233,820
Beginning Fund Balance	\$ 327,180	\$ 341,949	\$ 35,204	\$ 377,153
Operating Revenues	220,927	240,000	(6,400)	233,600
Non-Operating Revenues	-	6,820	(6,600)	220
Other Financing Sources	-	-	-	-
Expenses	170,954	246,820	(13,000)	210,810
Non-Operating Expenses	-	-	-	-
Ending Fund Balance	\$ 377,153	\$ 341,949	\$ 35,204	\$ 400,163