

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, June 19, 2017 at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Rev. Jason Yarbrough, First Baptist Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
- F) Treasurer Report – Julie Casteen, Finance Director**
- G) City Manager Report – Susan White, Interim City Manager**
- H) Mayor Report – Timothy Lee Fox, Mayor**
- I) Council Comments**
- J) Public Comments**
- K) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from June 1, June 5, and June 13, 2017 meetings.**
 - 2) Discussion and possible action to approve replacement and purchase of network server at Public Safety Building, including related software, accessories and installation from SpringPoint Technologies, at a cost not to exceed \$25,761.06.**
(Julie Casteen, Finance Director)
 - 3) Discussion and possible action to approve Worker’s Comp, Property and General Liability insurance renewals from Oklahoma Municipal Assurance Group.**
(Julie Casteen, Finance Director)
 - 4) Discussion and possible action to approve and authorize the Mayor to authenticate the City’s approval of the Construction Contract between South 75 Business Park, LLC, (“Owner”) and Ira**

M. Green Construction Company (“Contractor”), in accordance with the terms of the Tax Reimbursement Agreement between the City and Ford Development Corporation, dated as of March 25, 2017.

(Lowell Peterson, City Attorney)

- 5) 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)
- 6) 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)
- 7) Discussion and possible action to adopt Resolution No. 17009, whereby the Council affirms its annual review and endorsement of the Code of Ethics and directs the Planning Commission and Board of Adjustment to take corresponding action, all as required by Section 20 Thereof.
(Lowell Peterson, City Attorney)
- 8) Discussion and possible action to assign the Lease Agreement between the City and Mercy Regional of Oklahoma (EMS Ambulance Service Provider) of the EMS Facility at 14522 S. Broadway, Glenpool, from the City to the Glenpool Industrial Authority, to reflect the change in ownership of the EMS Facility from the City to the GIA effected by the Quit Claim Deed approved and executed by the Council on March 6, 2017.
(Lowell Peterson, City Attorney)
- 9) Discussion and possible action to enter into a Judicial Services Agreement between the City of Glenpool and George M. Miles, PC, for professional services as judge of the Glenpool Municipal Court for the term of July 1, 2017 - June 30, 2019, for the compensation of \$15,000 per year.
(Lowell Peterson, City Attorney)
- 10) Discussion and possible action on renewal of E-911 Service Fee Agreement with Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications.
(Susan White, Interim City Manager)
- 11) Discussion and possible action to enter into Executive Session for the purpose of discussing negotiation of a collective bargaining agreement with employees of the Glenpool Police Department and representatives of their bargaining unit, pursuant to Title 25, § 307(B)(3) of the Oklahoma Statutes (Open Meeting Act).
(Susan White, Interim City Manager)
- 12) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)
- 13) Discussion and possible action to approve an Agreement Between The City Of Glenpool, Oklahoma, A Municipal Corporation And The Fraternal Order Of Police, Lodge 133, Fiscal Year 2018.
(Susan White, Interim City Manager)

L) Adjournment

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



Community Development Director's Report

June 19, 2017

To: Glenpool City Council

Mayor and Councilors;

The following report highlights and summarizes the various activities that are currently being addressed and process by the Community Development Department related to major public and private improvement and construction projects within the City of Glenpool.

City/Public Related Activities and Projects:

2016 Move Glenpool Forward Sales Tax Initiative Projects

AMR Water Meter Conversion Project:

- The material specifications and bid package for the radio read water meter conversion and replacement project was developed and issued to public bid on December 2, 2016.
- Formal bid packages were issued to seven (7) different water meter Vendors and/or Manufacturers
- Bids were received from five (5) individual Bidders and publically read on January 6, 2017.
- The final Bid Tabulation and Staff recommendation contract award to RG3 Meter Company for material, equipment, and installation was presented to and the City Council and GUSA Board at the March 6, 2017 regular meetings.
- A formal public presentation regarding the AMR meter conversion will be held at the Conference Center March 21st to present and describe the program and to answer questions and concerns from the citizens of Glenpool.
- The installation process started on April 15th.
- The total process to replace the 4380 meters covered in the contract with RG3 will take approximately four months to complete from start to finish.
- To-date, there have been approximately 1100 residential meters replaced, 250 meter cans adjusted to grade, and 75 meter cans replaced due to existing damage.
- Full completion of the meter replacement and their integration into the City's existing accounting software will likely be on or before August 15th.

Vision 2025 Projects

South County Soccer Complex:

- The construction Contract Agreement with Dirt Wurx, LLC was reviewed and approved before the Council and GUSA at the January 17th meeting.
- The issuance of a Notice to Proceed and actual start of construction was issued to the contractor on January 25th.
- A formal ground breaking ceremony was held at the site on February 11th.
- The grading portion of the project is estimated to be approximately 95% complete as of this date.
- The construction of the concession/restroom building is underway and is estimated to be fully complete by July 15th.
- The various utility and storm water management improvements supporting the project are currently under construction and are estimated to be approximately 90% complete.
- Parking lot and access drive construction is estimated to be approximately 75% complete
- The installation of perimeter fencing is estimated to be approximately 30% complete.
- The installation of the underground irrigation system is scheduled to begin by July 1st.
- The original contract duration for the installation of the improvements covered under the current contract is 210 calendar days from the issuance of the Notice to Proceed - or August 30, 2017.
- A change order request from the Contractor was approved May 5th in the amount of \$10,110 increasing the total cost of the project to \$1,256,310.00
- To-date, there have been a total of fourteen (14) weather related delay days approved extending the original completion date to September 12th.

On-going Private Development and/or Building Projects

St. Francis Health Center Southwest: (151st Street @ Broadway Ave.)

- The project site improvement plans for the Broadway Avenue construction south of 151st Street as well as the onsite utility, drainage, and paving improvements serving the hospital have been fully reviewed, approved, and permitted for construction.
- The Earth Change Permit coving the final grading and erosion control for the project was issued December 10, 2016.
- Flintco Construction Company has been selected as the project's General Contractor.
- The excavation, grading, and drainage related improvements for the project are well underway at this time.
- Utility construction has been started as of approximately February 1st.
- The full Building Permit for the project was issued by the City on February 1st.
- Building construction is approximately 20% complete.
- Site improvement installation is approximately 75% complete.
- Public improvements associated with Broadway Avenue construction are approximately 50% complete.

- Improvements regarding existing paving modifications and additions on 151st Street are scheduled to start September 1st.
- Full project completion is predicted to be achieved in the second quarter of 2018.

Hotel Project: Phillips Corner Addition

- This project is located east of US Highway 75 and along the east side of Casper Avenue - immediately south of the existing Comfort Inn project.
- The project consists of the construction of a two-story hotel structure having 42 guest suites along with associated parking, drives, and various other site improvements.
- The Earth Change Permit was issued for the project on December 9, 2016.
- The actual Building Permit was issued on January 3, 2017.
- Full project completion is anticipated approximately August 30, 2017.

Current Planning Department and Planning Commission Activities:

GBOA-453: COLE: Request for a Special Exception to allow a carport at 725 E. Glenpool Blvd.

- BOA REVIEW 6/12/17: APPROVED

SITE PLAN REVIEW: SP-2017-02 (Jiffy Lube/Car Wash)

- A request by Wallace Engineering for a site plan review on 2 acres located south and east of the southeast corner of 121th Street and S. Yukon Ave zoned CG (Commercial General District).

TAC REVIEW 5/12/17: RECOMMENDED APPROVAL.

PC REVIEW 6/12/17: APPROVED

BLDG. PERMIT REVIEW: PENDING.

SITE PLAN REVIEW: SP-2017-03 (Financial Equipment Company/Expansion)

- A request by WSB for site plan approval to allow a 7,200-square foot building expansion on the south side of their existing facility located on a 3-acre tract at the northwest corner of 131st Street and S. Elwood Ave. The property is currently zoned CS (Commercial Shopping Center District)

STAFF REVIEW: PENDING (AWAITING ADDITIONAL INFORMATION FROM APPLICANT)

SITE PLAN REVIEW: SP-2017-04 (Phoenix Industrial/Expansion)

- A request by Phoenix Industrial for site plan approval to allow a 16,250-square foot building expansion on the west side of an existing structure located on a 20-acre tract south of the southwest corner of 181st Street and U.S. Highway 75. The property is currently zoned IL (Industrial Light Manufacturing and Research and Development District)

STAFF REVIEW: PENDING (AWAITING FIRE SPRINKLER PLANS FROM APPLICANT)

PUD 36/GZ-260: (Summit Properties)

- A request for the review and approval of a rezoning application supported by a Planned Unit Development submitted by Ryan McCarty with Select Design on behalf of Summit Properties, Inc. The application involves proposed development concepts covering a 70-acre tract located east of the northeast corner of 151st Street and S. Elwood Ave. The subject tract is currently zoned AG (Agriculture District) and RS-3 (Residential Single Family - High Density District)
PC REVIEW 6/12/17: MOTION TO APPROVE DIED FOR A LACK OF SECOND.
CC: 7/3/17.

GZ-261/PUD 37: (The Jenkins Companies)

- A request to re-zone a certain 12 acre tract located west of the northwest corner of 141st Street and Elwood Ave from AG (Agriculture District) to RS-4 (Residential Single Family - Highest Density District) to allow 31 individual lots.
PC: 6/12/17: MOTION MADE TO CONTINUE THE APPLICATION TO THE 7/10/17
PC MEETING - PENDING ADDITIONAL INFORMATION FROM APPLICANT.
CC REVIEW 7/17/17: PENDING

GBOA-454 R.J. DONELSON:

- Request for a Special Exception to allow Mini-Storage use in a CS (Commercial Shopping) zoning district. The project site is located on the north side of 138th Place - east of Elwood Ave - containing approximately 4.07 acres.
BOA REVIEW: 7/10/17

GZ-262 Nightingale Ranch & Farm LLC:

- A request from Eric Sack with Sack and Associates to re-zone a certain tract containing approximately 62 acres from an AG (Agriculture) district to RE (Residential Estate) and to re-zone an additional 13 acre tract from AG (Agriculture) to CS (Commercial Shopping) located west of the northwest corner of 151st St (Hwy 67) and Peoria Ave.
PC REVIEW: 7/1/17

Current Building & Inspection Department Activity: May, 2017**Current On-Going Commercial and Residential Projects Permitted for Construction:**

- St. Francis Health System Hospital: Located on 151st Street - East of US Highway 75
- Beeline Center Remodeling Project: US Highway 75 @ 138th Street.
- Hotel Project in Phillips Corner Addition: 123rd & Casper Avenue
- Mark Allen Chevy Dealership Project: 166th Street & U.S. Highway 75
- South County Soccer Complex: 138th Street & Peoria Avenue
- Jiffy Auto Lub. and Car Wash: Southwest Crossroads Addition
- Glen Hills Addition: 141st Street & Iroquois Avenue

Glenpool Residential and Commercial Building Permit Statistics:

• New Residential Permits Issued in May, 2017:	10 Total
• New Commercial Permits Issued in May, 2017:	0 Total
• Current Active Residential Permits:	73 Total
• Current Active Commercial Permits:	5 Total
• 2016 Residential Permits thru May:	38 Total
• 2017 Residential Permits issued thru May:	46 Total
• 2016 Commercial Permits Issued Thru May:	5 Total
• 2017 Commercial Permits Issued Thru May:	3 Total

Code Enforcement Department: May, 2017**Typical Issues Addressed by the Code Enforcement Department: Public Nuisance**

- Inoperable or abandoned vehicles being stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders.
- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office.
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow.
- Bidding and subcontracting involved with nuisance abatement.
- Enforcement of Health and Safety Code violations.

Department Activity for the Month of May:

• Year-to-Date complaint calls received and investigated	641
• Public nuisance cases remaining open thru May 31 st .	1
• New Code Enforcement cases processed in May:	
1. Calls reporting high grass:	36
2. Structures damaged by fire:	1
3. Notices issued for vehicles illegally parked:	9
4. Nuisance abatements performed by contractors:	2
5. Notices issued for residences without water service:	2
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	6
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	18
10. Dilapidated vacant structures and properties:	1
11. Trash can/receptacle placement:	13
12. Misc. cases:	<u>53</u>
Total New Cases Opened in May:	177

• Real Estate Special Assessment Determinations:	
1. Special Assessment Letters Issued to Title Companies	43
2. Assessment Letter Fee Collection Notices Issued	13

Soccer Complex



Soccer Complex



Soccer Complex



Soccer Complex



Soccer Complex



Soccer Complex





Soccer Complex





St. Francis Hospital



Phillips Corner Hotel



Phillips Corner Hotel



Glenpool Center



Glenpool Center



Mark Allen Chevy



Mark Allen Chevy





Treasurer's Report

April 2017

City of Glenpool

Summary of Revenues and Expenditures as of April, 2017

10th month in Fiscal year 2016-2017 or 83.3% completed as of April 30, 2017

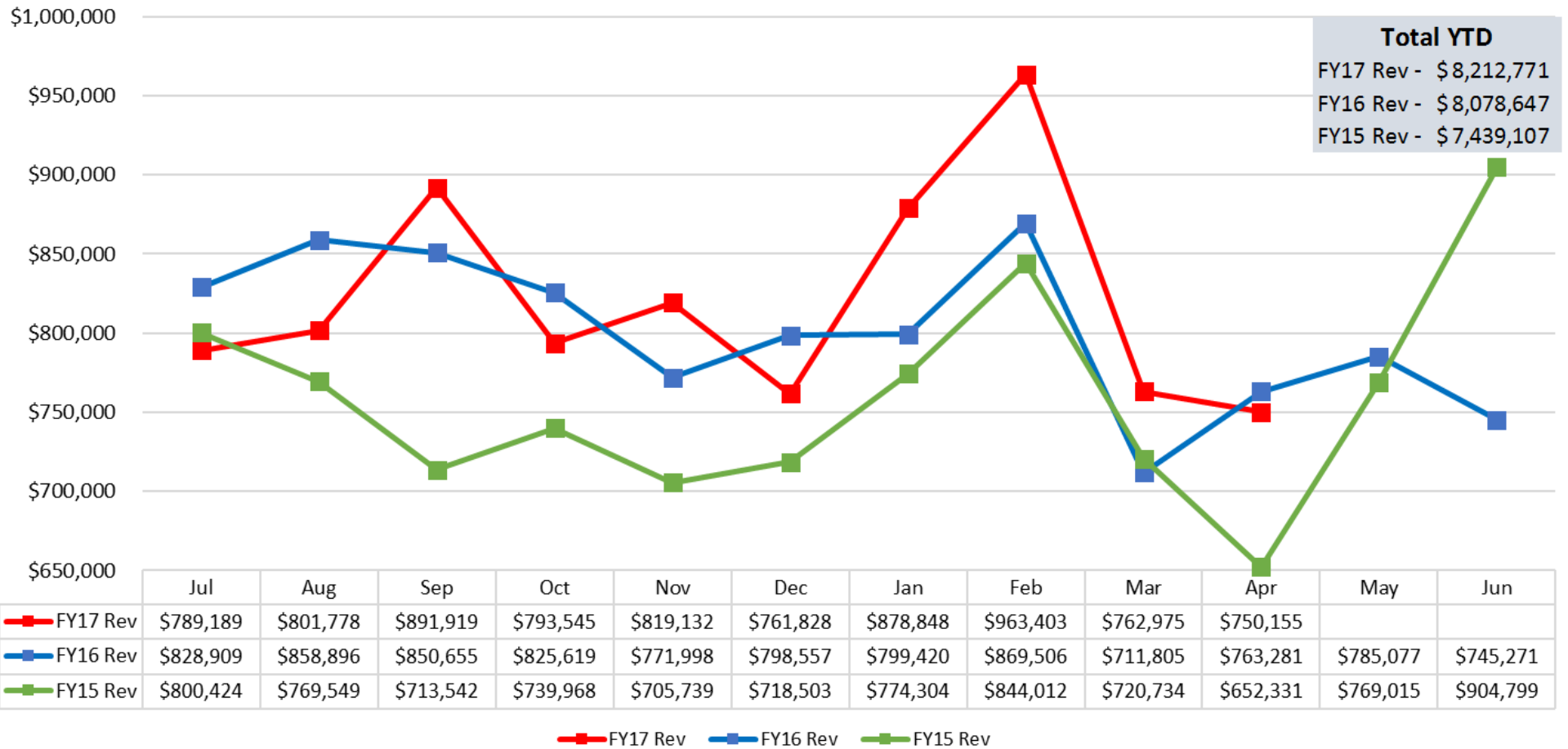
- General Fund sales tax revenue is -3.7% below budget and -0.3% below prior YTD
- Public Safety Personnel Fund sales tax revenue is -3.6% below budget
- Streets & Infrastructure Fund sales tax revenues are -14.3% below budget
- Public Safety Capital Fund sales tax revenues are -12.8% below budget
- Water revenues are at 3.5% over budget and 7.2% over prior year
- Sewer revenues are at 4.7% over budget and 7.4% over prior year

	Total Revenues			Total Expenditures		
FUND	FY17 Budget*	FY17 Actual	Variance FY17 Budget	FY17 Budget*	FY17 Actual	Variance FY17 Budget
General Fund	\$10,309,988	\$8,212,771	-4.4%	\$10,309,988	\$7,279,805	-15.3%
Hotel-Motel Tax	\$0	\$17,756	-	\$0	\$0	-
Public Safety Personnel Fund	\$847,095	\$680,400	-3.6%	\$847,095	\$453,765	-35.7%
GUSA	\$8,212,900	\$6,649,069	-2.8%	\$8,212,900	\$5,651,188	-17.4%
GIA	\$512,500	\$338,205	-20.8%	\$512,500	\$312,968	-26.7%
Streets & Infrastructure Capital Fund	\$187,616	\$95,214	-14.3%	\$187,616	\$0	-100%
Public Safety Capital Fund	\$168,208	\$85,346	-12.8%	\$168,208	\$0	-100%

*\$978,462 Vision Funds excluded from budget to allow for easier comparison as no Vision Funds have yet been expended in FY17

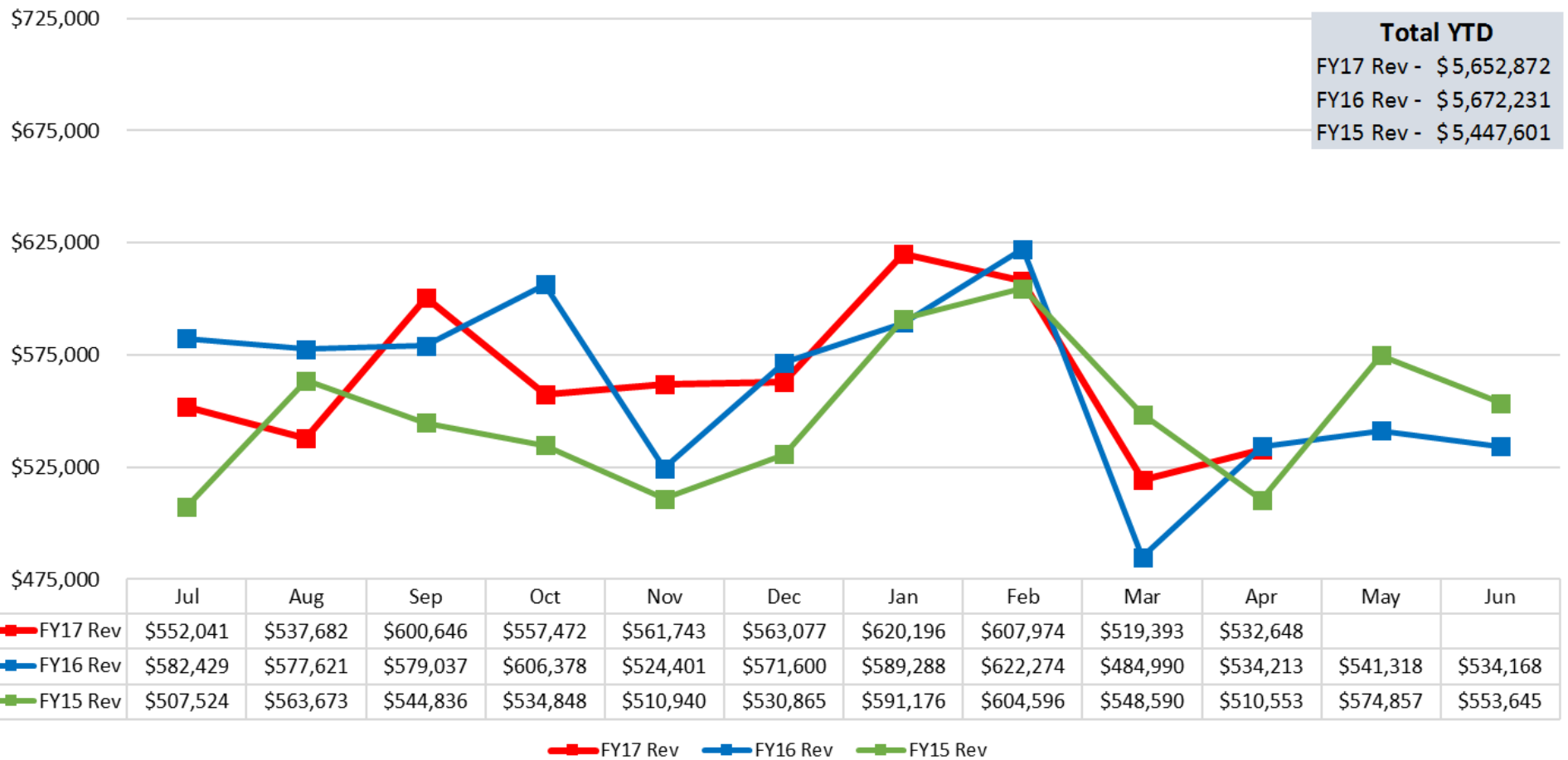
City of Glenpool

General Fund Revenues as of April 30, 2017



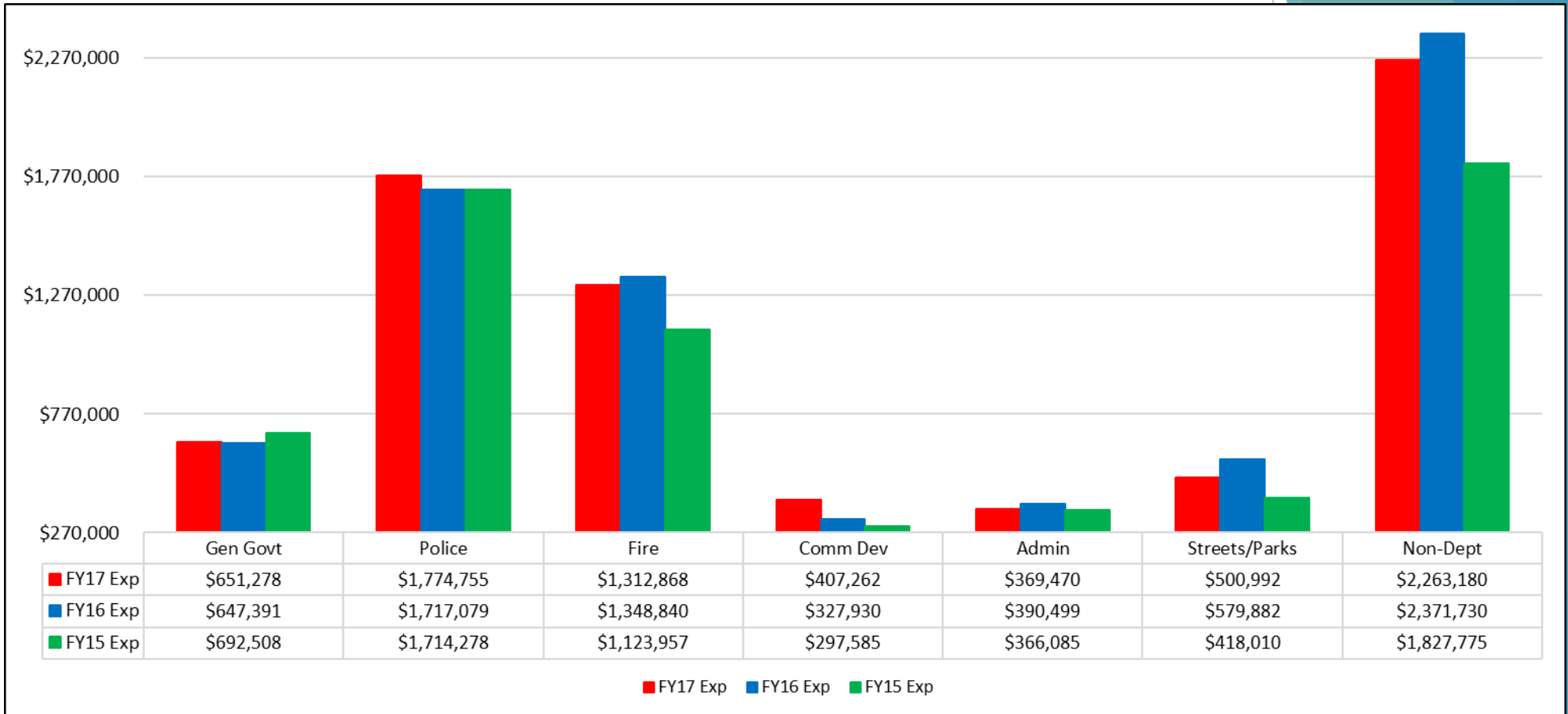
City of Glenpool

Sales Tax Revenues – General Fund as of April 30, 2017



City of Glenpool

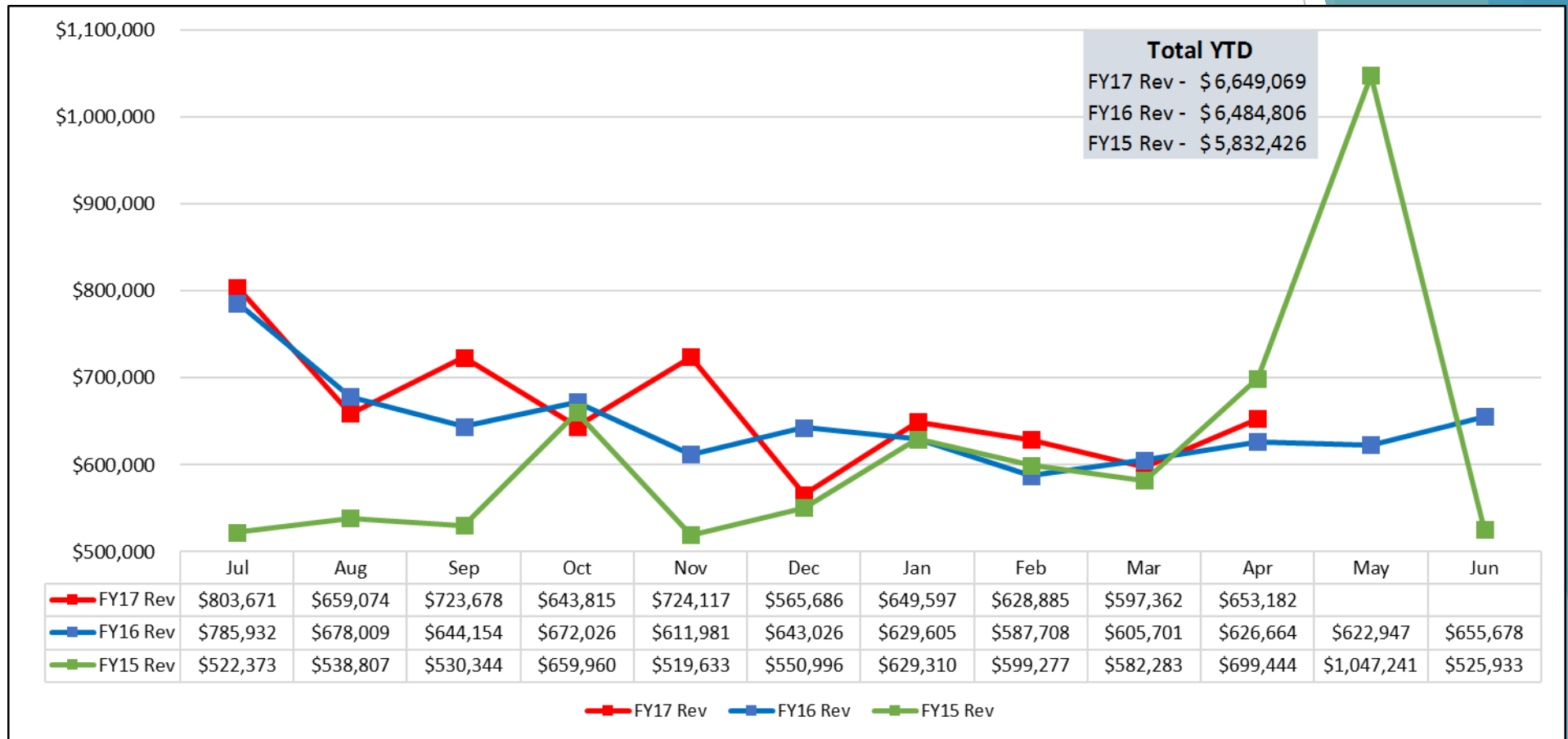
General Fund Expenditures as of April 30, 2017



- **General Government** includes City Clerk, Finance, and Organizational Expenses
- **Police** includes Police, Animal Control and Dispatch
- **Fire** includes Fire and Emergency Management
- **Community Services** includes Planning, Inspections and Code Enforcement
- **Administration** includes City Manager, City Attorney and Human Resources
- **Non-Departmental** includes transfers to other funds

Glenpool Utility Services Authority

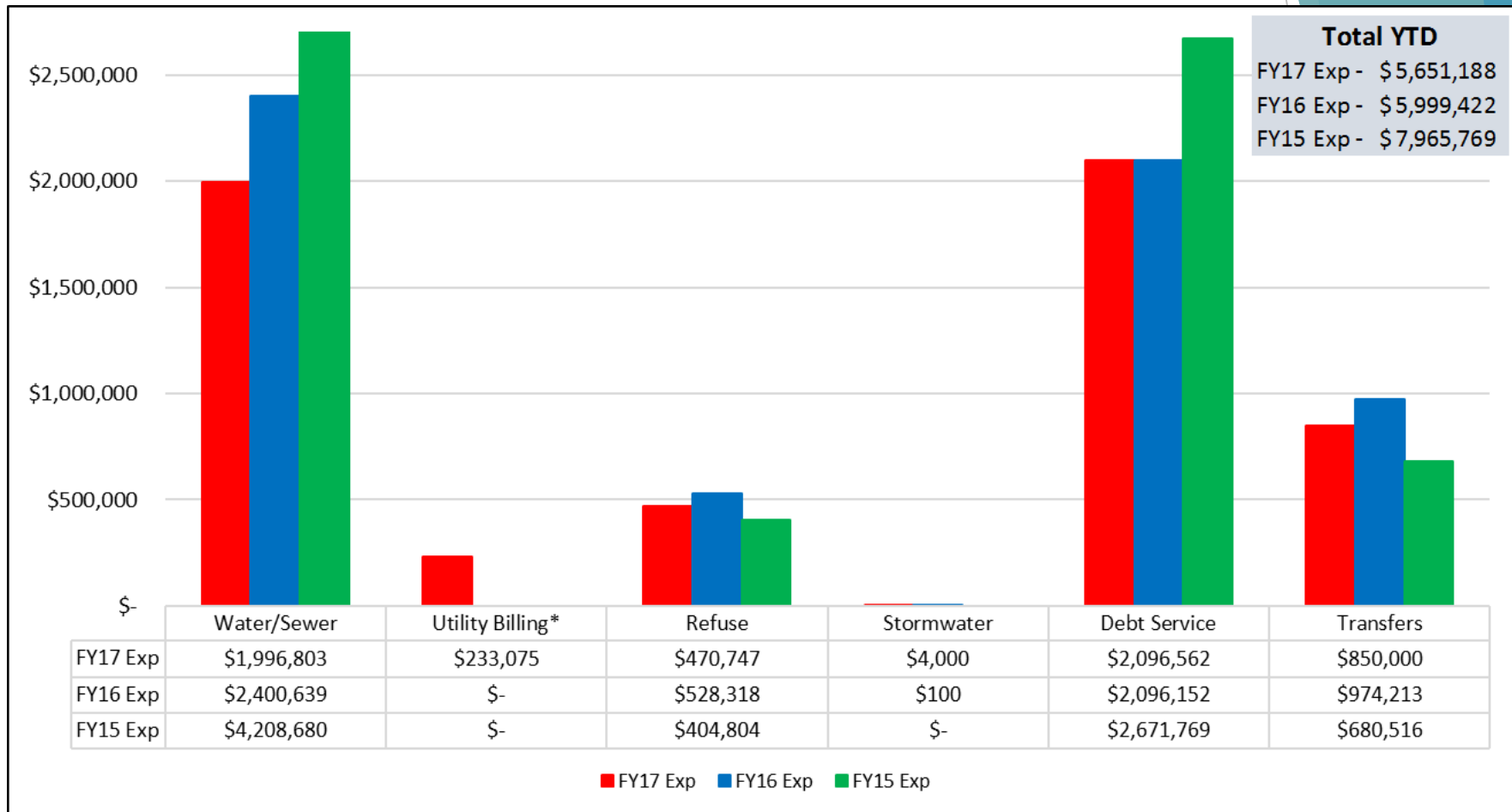
Revenues as of April 30, 2017



- Revenue spike in May, 2015 (FY15) reflects a transfer of \$500,000 from the GIA to cover legal settlement costs with Creek County Rural Water District #2

Glenpool Utility Services Authority

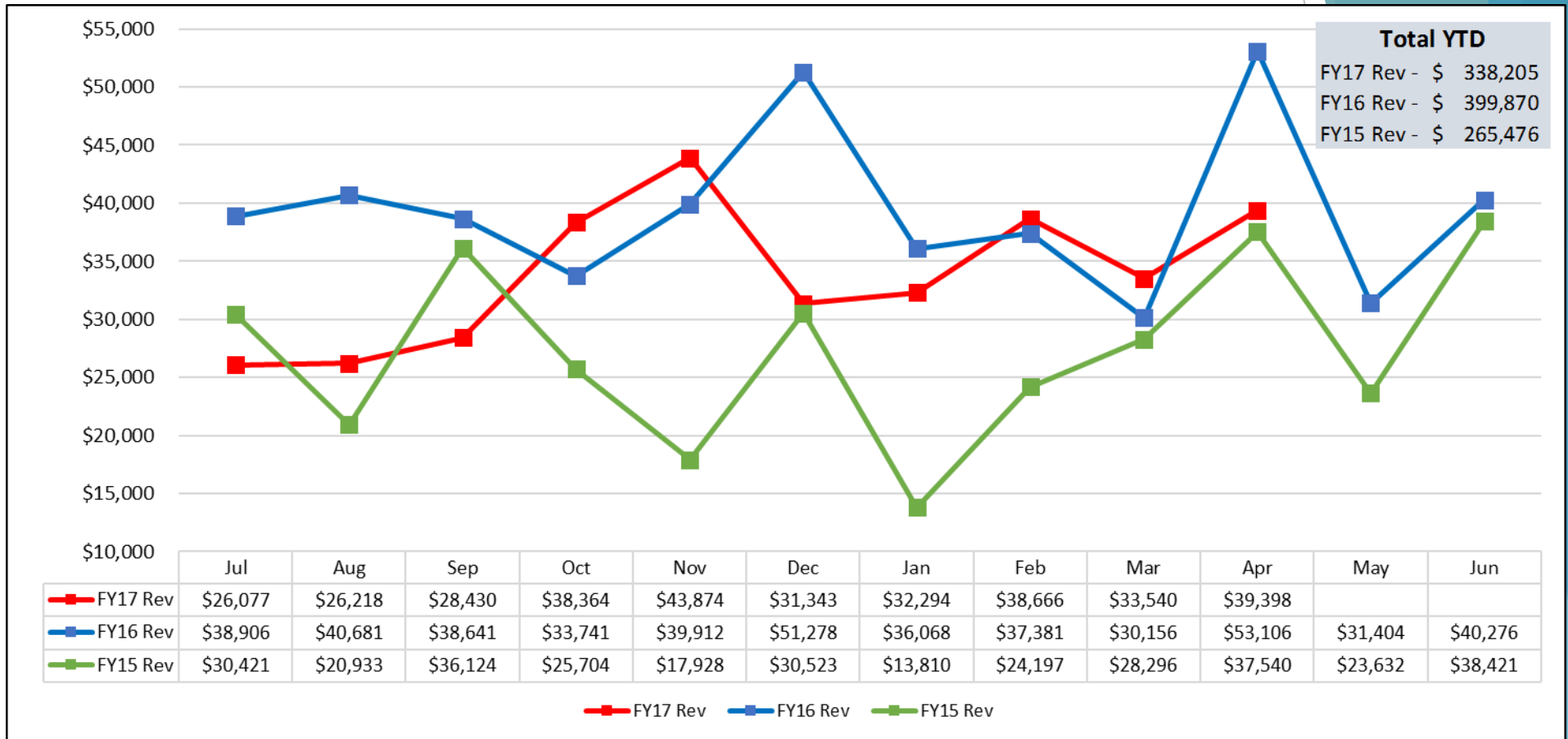
Expenses as of April 30, 2017



- Utility Billing was reported with Water/Sewer in FY15 and FY16
- FY15 Debt Service includes \$500,000 payment to Creek County Rural Water District #2
- FY16 Debt Service includes \$125,000 payment to Creek County Rural Water District #2

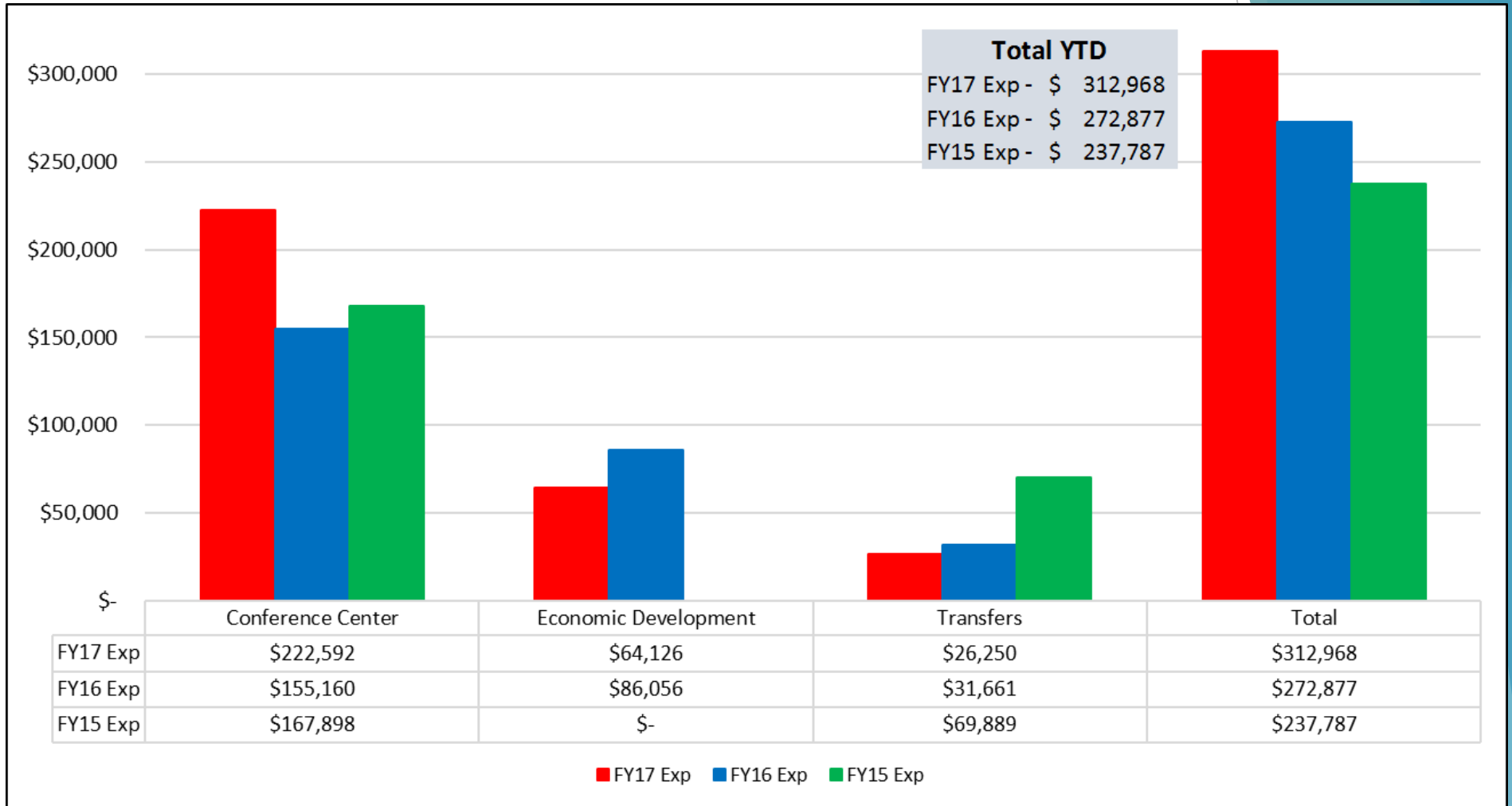
Glenpool Industrial Authority

Revenues as of April 30, 2017



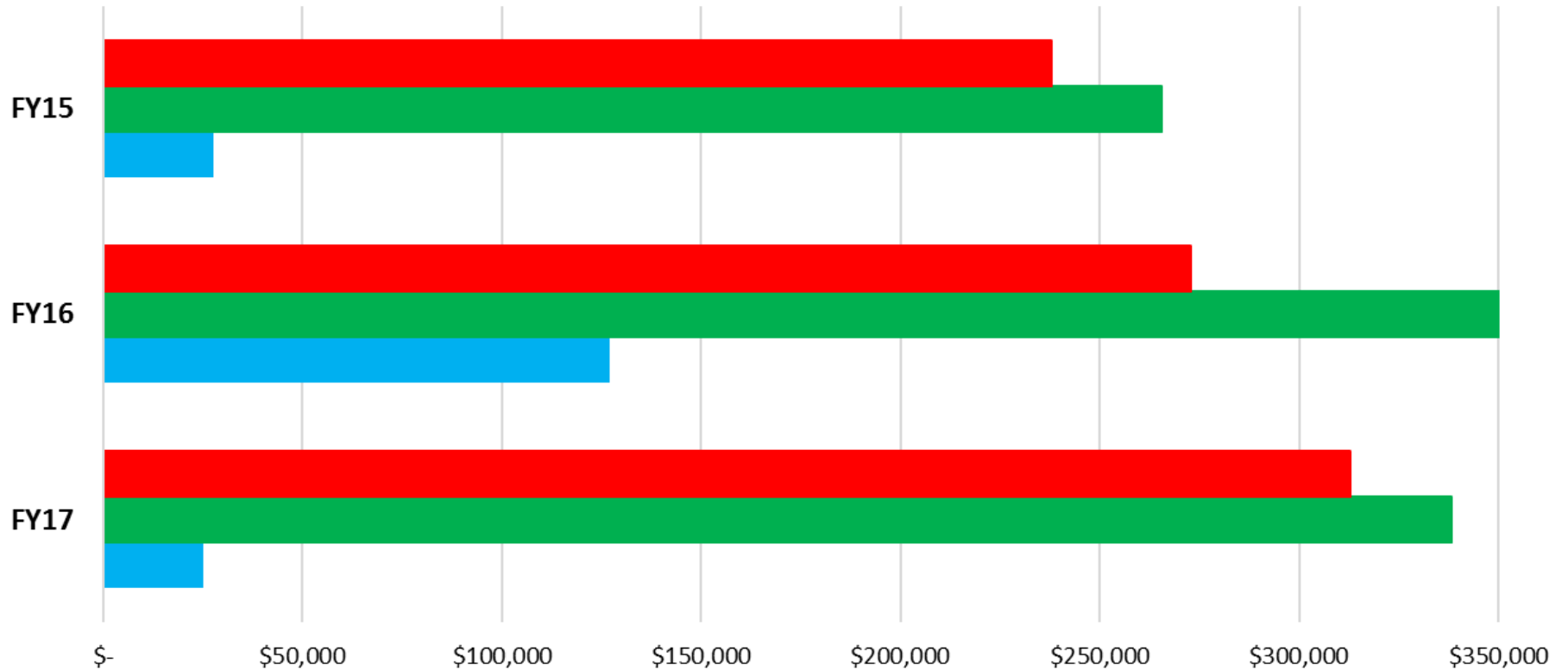
Glenpool Industrial Authority

Expenses as of April 30, 2017



Glenpool Industrial Authority

Net Income as of April 30, 2017



	FY17	FY16	FY15
Expenses	\$312,968	\$272,877	\$237,787
Revenues	\$338,205	\$399,870	\$265,476
Net Income	\$25,237	\$126,993	\$27,689

Move Glenpool Forward

Progress as of April 30, 2017

Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date
Proposition 1 (0.29%)					
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 750,000
Economic Development Projects	NS	1,035,337	-	1,035,337	-
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-
Turf Equipment Parks	NS	30,000	-	30,000	-
Automatic Meter Reading Conversion	IP	850,000	27,284	877,284	877,284
Snow Plow	NS	150,000	-	150,000	-
Storm Water Imp. Eden South	NS	500,000	-	500,000	-
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-
Kendalwood Park Rehab	NS	200,000	-	200,000	-
Lift station Rehab Project - Oak Street	NS	132,500	-	132,500	-
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-
Lane Impr. Warrior Road	IP	750,000	-	750,000	-
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,627,284

Proposition 2 (0.26%)					
Public Safety Radio System	IP	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079
Police Vehicles	IP	3,000,000	-	3,000,000	239,258
PD Mobile Computer System	NS	208,000	-	208,000	-
Firing Range/Training Center	NS	100,000	-	100,000	-
PD Capital Improvements	NS	1,100,000	-	1,100,000	-
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	788,967
Firefighter Air packs	IP	250,000	-	250,000	-
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,313,304

Total Props 1 and 2

\$ 22,220,837 \$ 62,363 \$ 22,283,200 \$ 3,940,588

Proposition 3 (0.55%)

Hire 7 additional Firefighters	C
Hire 5 additional Police Officers	C

NS= Project not yet started, IP= Project in progress, C= Project is complete

MINUTES
SPECIAL JOINT WORKSHOP OF CITY COUNCIL
AND
GLENPOOL PLANNING COMMISSION

June 1, 2017

The Special Joint Workshop of the Glenpool City Council, and Glenpool Planning Commission was held at 6:04 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Mayor Tim Fox; Councilor Brandon Kearns; and Councilor Jacqueline Triplett-Lund. Vice Mayor Momodou Ceesay, and Councilor Patricia Agee were absent.

Planning Commission members present were: Commissioner Shayne Buchanan and Commissioner Debra Cutsor.

Staff present: Lowell Peterson, City Attorney; Susan White, City Clerk; Lynn Burrow, Community Development Director; and Rick Malone, City Planner.

Also present were: Gary Mitchell, KKC; Jim Beach and Carolyn Back from Wallace Engineering.

A) Mayor Fox called the Workshop of the City Council to order at 6:04 p.m. Commissioner Buchanan called the Workshop of the Planning Commission to order at 6:04 p.m.

B) Susan White, City Clerk called the roll of the City Council. Mayor Fox declared a quorum present. Rick Malone, City Planner called the roll of the Planning Commission. The Commission failed to convene for lack of quorum.

C) Scheduled Discussion:

1. Discussion concerning proposed revisions of the Zoning Code and Subdivision Regulations and the Comprehensive Plan.

Gary Mitchell with Kendig Keast Collaborative stated the workshop represented the third in a series of public workshops. The highlights presented covered three basic topics:

1. Comprehensive Plan map
2. Review of significant changes to the existing map
3. Recap of proposed zoning and sub-division changes

Councilors and audience members engaged in discussion and questions concerning the proposed Plan updates.

D) Workshop was adjourned at 8:08 p.m.

Date

Mayor

ATTEST:

City Clerk

MINUTES CITY COUNCIL MEETING

June 5, 2017

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee, Councilor; Jacqueline Triplett-Lund, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Brandon Kearns, Councilor was absent.

Staff present: Lowell Peterson, City Attorney; Susan White, Acting City Manager and City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief and Debbie Pengelly, Human Resources Director.

Also present were Rev. Heather Scherer, Living Water United Methodist Church; Sydney Bland, Glenpool Chamber of Commerce; and Paul Ross, American Waste Control, Inc.

- A) Mayor Fox called the meeting to order at 6:05 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Rev. Heather Scherer from Living Water United Methodist Church offered the invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) City Manager Report – Susan White, Acting City Manager**
 - Ms. White reminded Council and audience members that Black Gold Days is quickly approaching, kickoff is June 15 and continues through June 18. Anyone interested in volunteering to help with the event may contact Sydney Bland, Glenpool Chamber of Commerce.
 - Staff have scheduled a project kick-off meeting with CivicPlus for June 13. CivicPlus was awarded the contract to update the City's website.
 - Reported on the progress of the radio-read water meter installation project.
 - The parking lot re-seal project began June 5 at City Hall/Conference Center. Estimated project completion is two weeks or less depending on weather.
- F) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox reported that the four-day ICSC trip was very good. Developers expressed a great deal of interest in Glenpool this year.
 - Mayor Fox encouraged the audience to attend Black Gold Days and urged them not to miss the opening ceremony.
- G) Council Comments**
 - Vice Mayor Ceesay offered favorable remarks about ICSC. He stated that they had experienced very fruitful meetings, and he believes the time is right for significant development and progress in Glenpool.

H) Public Comments

- None.

I) Scheduled Business

1) Discussion and possible action to approve minutes from May 15, and May 18, 2017.

MOTION: Councilor Agee moved, second by Vice Mayor Ceesay to approve minutes as presented.

FOR: Councilor Lund; Vice Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

2) Discussion with one or more representatives of American Waste Control, Inc., public comments, if any, and possible action to approve, and authorize the Mayor to execute an amended version of the April 8, 2004, Agreement Between Glenpool Utility Service Authority and Controlled Waste, Inc., for the purposes of (i) designating American Waste Control, Inc., as the successor carrier for the pick-up and disposal of solid waste within the City limits of Glenpool; and (ii) implementing provisions of Ordinance No. 736 to add recycling of recyclable solid waste to the services provided by American Waste Control, Inc.

Susan White, Acting City Manager, reminded Councilors that during the last Regular Meeting, Council had adopted an ordinance to require recycling in Glenpool, but did not approve the Agreement with the carrier to facilitate the recycling services. Paul Ross, American Waste Control, Inc. was present and offered comments and answered questions from the Council.

MOTION: Councilor Lund moved, second by Councilor Agee, to amend Sections 9, 11, and 12 of the proposed Agreement, those amendments include: Sec. 9 Term and Renewal, 10-year term, automatic 5-year renewal, add non-appropriation clause, Sec. 11 Rate Increase, limit to 5% annually, Sec. 12 Insurance and Indemnification, increase liability insurance coverage to \$2,000,000.00, approve as amended; and authorize Mayor to execute the amended agreement.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Lund

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

3) Discussion and possible action to approve, and authorize the Mayor to execute, a City of Glenpool Park and Recreation Facility User Agreement [Including Alcoholic Beverage Service] between the City of Glenpool and the Glenpool Chamber of Commerce for the purpose of facilitating the annual Black Gold Days event and permitting the limited service of alcohol as set forth therein.

Sydney Bland, Glenpool Chamber of Commerce Executive Director, provided detailed information both verbal and written concerning the Chamber's desire to

feature a Beer Garden during Black Gold Days. Some of the concerns discussed included:

- Location;
- Security;
- Hours;
- Licensing and credentials of bartender; and
- Type of alcoholic beverage to be served.

Ms. Bland submitted the Park and Recreation Facility User Agreement for approval.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund, to approve and authorize the Mayor to execute a City of Glenpool Park and Recreation Facility User Agreement (Including Alcoholic Beverage Service) between the City of Glenpool and the Glenpool Chamber of Commerce for the purpose of facilitating the annual Black Gold Days event and permitting the service of alcohol limited to low-point beer and only in a restricted area.

FOR: Mayor Fox; Councilor Agee; Councilor Lund; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

4) Discussion and possible action to approve and accept Overland Drainage Easement from South 75 Business Park, LLC and located adjacent to the South 75 Business Park Phase II.

Lynn Burrow, Community Development Director presented the Easement to Council and recommend approval based on staff review.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve and accept Overland Drainage Easement as presented.

FOR: Councilor Agee; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

5) Discussion and possible action to approve and accept Storm Sewer Easement from South 75 Business Park, LLC and located adjacent to the South 75 Business Park Phase II.

Lynn Burrow, Community Development Director, presented the Easement to Council and recommended approval based on staff review.

MOTION: Councilor Lund moved, second by Vice Mayor Ceesay, to approve and accept the Storm Sewer Easement as presented.

FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

6) Discussion and possible action to approve and accept Storm Water Detention Easement from South 75 Business Park, LLC and located adjacent to the South 75 Business Park Phase II.

Lynn Burrow, Community Development Director, presented the Easement to Council and recommend approval based on staff review.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund, to approve and accept Storm Water Detention Easement as presented.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Lund

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

7) Discussion and possible action to approve sublease agreement of TCC building located at US 75/141st Street to Glenpool Public Schools.

Mr. Peterson explained the current plans for the identified premises, formerly occupied as Glenpool City Hall and recommended that the Council acknowledge the compliance of the Sublease of former City Hall Property at 141st Street and Hwy US75, by current tenant (Tulsa Community College) to Glenpool Public Schools, Independent District No. 13, with the underlying Base Lease by the City of Glenpool to TCC.

MOTION: Councilor Lund moved, second by Councilor Agee to approve and acknowledge compliance of Sublease Agreement.

FOR: Mayor Fox; Councilor Agee; Councilor Lund; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

8) Discussion and possible action to approve, and authorize the Mayor to execute the renewal for five years of AT&T Oklahoma's Agreement to pay the City a 5% IP-enabled Video Services Provider Fee in exchange for the opportunity to upgrade and install transmission facilities in the City.

Lowell Peterson, City Attorney presented the Agreement for Council consideration to renew, and recommended approval.

MOTION: Councilor Lund moved, second by Councilor Agee, to approve and authorize the Mayor to execute, the renewal for five years of AT&T Oklahoma's Agreement to pay the City a 5% IP-enabled Video Services Provider Fee.

FOR: Councilor Agee; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

9) Discussion and possible action on Resolution No. 17005 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue

Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated As Of December 1, 2010.”

Ms. Casteen presented the Resolution for approval and reminded Council that Oklahoma law requires annual renewal of the agreement to authorize encumbrance of annual revenues.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee, to adopt Resolution No. 17005 as presented.

FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

10) Discussion and possible action on Resolution No. 17006 of the City of Glenpool, “Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011.”

Ms. Casteen advised the Council that Resolution No. 17006 was the counterpart of Resolution No. 17005 for the 2011 GUSA bond issue and recommended the Resolution for approval.

MOTION: Councilor Lund moved, second by Councilor Agee, to adopt Resolution No. 17006 as presented.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Lund;

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

11) Discussion and possible action to renew Agreement with SpringPoint Technologies, LLC and approve three percent increase for FY 2017-2018.

Julie Casteen, Finance Director, advised Council that FY 17-18 represents the second year of a three-year Agreement. The Agreement provides for a three percent increase. The proposed fees total \$43,488 which have been budgeted. Ms. Casteen recommended approval of the Agreement as presented.

MOTION: Councilor Agee moved, second by Councilor Lund, to approve renewal of Agreement including proposed fee increase.

FOR: Mayor Fox; Councilor Agee; Councilor Lund; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

Mayor Fox declared a recess to convene into the scheduled Authority meetings at 7:11 p.m.

Mayor Fox called the Regular City Council meeting back in session at 7:54 p.m.

12) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, such that public disclosure of the matter would interfere with the development of products or services or would violate the confidentiality of the business, pursuant to Title 25 O.S. § 307.C.10.

Ms. White recommended Council gather in Executive Session with economic development consultants to discuss recent activities.

MOTION: Councilor Agee moved, second by Councilor Lund, to convene in Executive Session for the purpose stated at 7:56 p.m.

FOR: Councilor Agee; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

13) Discussion and possible action to reconvene in Regular Session.

MOTION: Councilor Agee moved, second by Councilor Lund, to reconvene in Regular Session at 8:38 p.m.

FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee;

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

14) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25, Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, appointment of Interim City Manager until such time as that vacant office is filled; and a process and procedure to search for and retain a new permanent Glenpool City Manager.

MOTION: Mayor Fox moved to strike Items 14-17 from agenda.

Motion failed for lack of second.

Mr. Peterson recommended Council gather in Executive Session to discuss information of a confidential nature regarding the search and appointment procedures for a new city manager.

MOTION: Councilor Lund moved, second by Councilor Agee, to convene into Executive Session for the purpose stated at 8:49 p.m.

FOR: Vice-Mayor Ceesay; Councilor Agee; Councilor Lund

AGAINST: Mayor Fox

ABSENT: Councilor Kearns

Motion carried.

15) Discussion and possible action to reconvene in Regular Session.

MOTION: Councilor Lund moved, second by Councilor Agee, to reconvene in Regular Session at 9:40 p.m.

FOR: Mayor Fox; Councilor Agee; Councilor Lund; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

16) Discussion and possible action to adopt Resolution No. 17007, A Resolution Of The City Council Of The City Of Glenpool, Oklahoma, Concerning The Hiring Process For A City Manager For The City Of Glenpool, And Establishing Policies And Procedures For Such Hiring Process.

MOTION: Mayor Fox moved, second by Vice Mayor Ceesay to strike Item 16.

FOR: Councilor Agee; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

17) Discussion and possible action to adopt Resolution No. 17008, A Resolution Of The City Council Of The City Of Glenpool, Oklahoma, Appointing An Interim City Manager For The City Of Glenpool To Fill That Vacant Position From The Date Of This Resolution Until Such Date As A New Permanent City Manager Has Been Appointed.

MOTION: Councilor Lund moved, seconded by Vice Mayor Ceesay, that the Council adopt Resolution No. 17008, subject to these additional items:

- That Susan White be named Interim City Manager to serve at the pleasure of the Council until such time as a permanent City Manager is appointed;
- That she be compensated as follows:
 - Current salary as City Clerk; and
 - Additional \$1,500.00 per pay period stipend, retroactive to May 15, 2017.
- That the City Attorney make such amendments as conform to this motion without calling for another vote.

FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

J) Adjournment.

- Meeting was adjourned at 9:43 p.m.

Date

Mayor

ATTEST:

City Clerk

**MINUTES
CITY COUNCIL
SPECIAL MEETING**

June 13, 2017

The Special Session of the Glenpool City Council was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee, Councilor; Brandon Kearns, Councilor; Jacqueline Triplett-Lund, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor.

Staff present: Susan White, Interim City Manager/City Clerk; Lowell Peterson, City Attorney; Julie Casteen, Finance Director, Rick Malone, City Planner and Debbie Pengelly, Human Resources Director.

- A) **Mayor Fox called the meeting to order at 6:36 p.m.**
- B) **Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) **Scheduled Business**
 - 1) **Discussion and possible action to amend Comprehensive Plan, Zoning and Subdivision Regulations amendment and adoption schedule.**

Rick Malone, City Planner presented and recommended a revised adoption schedule based on the warranted modification to the detailed proposed changes to the Plan and Regulations. Mr. Malone advised that both KKC and the Planning Commission were agreeable to the revised schedule.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to approve the revised schedule as presented.

FOR: Councilor Lund; Vice Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

AGAINST: None

Motion carried.
 - 2) **Presentation and discussion on best practices for hiring a City Manager.**

Mayor Fox introduced Mike Nunneley, Mannford Town Administrator. Mr. Nunneley shared comments and insight from his experience, stressing points to consider during the city manager search process. His recommendations have been tested in over fifty cities throughout Oklahoma. When applied, the potential for a favorable outcome is shared by the perspective manager and the city.
 - 3) **Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25, Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, a process and procedure to search for and retain a new permanent Glenpool City Manager.**

MOTION: Councilor Lund moved, second by Vice Mayor Ceesay to convene in Executive Session at 7:48 p.m.

FOR: Vice Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund

AGAINST: None

Motion carried.

4) Discussion and possible action to reconvene in Special Session.

MOTION: Councilor Lund moved, second by Councilor Agee to reconvene in Special Session at 8:50 p.m.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund; Vice Mayor Ceesay

AGAINST: None

Motion carried.

5) Discussion and possible action to adopt and establish policies and procedures for City Manager hiring process.

MOTION: Councilor Kearns moved, second by Councilor Lund that Mayor Fox and Vice Mayor Ceesay represent the City Council and commence a blended hiring process for advertising and recruitment of a city manager until the position is filled; and authorize the Interim City Manager to develop and post an advertisement with OML, CMAO, ICMA, and SGR, or any other government associations that the Interim City Manager deems appropriate.

FOR: Councilor Agee; Councilor Kearns; Councilor Lund; Vice Mayor Ceesay; Mayor Fox

AGAINST: None

Motion carried.

D) Adjournment.

- Meeting was adjourned at 8:52 p.m.

Date

Mayor

ATTEST:

City Clerk



To: To: HONORABLE MAYOR AND CITY COUNCIL/GUSA BOARD OF TRUSTEES
From: Julie Casteen, Finance Director
Date: June 14, 2017
Subject: Purchase of hardware/software for network server replacement

Background:

The City's information technology infrastructure is supported by two main network servers, one located at the City Hall/Conference Center and the other at the Public Safety Facility. The server at the Public Safety Facility needs replacement due to age, changes in technology and lack of currently available network storage. In addition, the current server is unable to support mobile computing needs.

Our IT consultants have prepared a quote to replace the server at the Public Safety Facility. The cost of the hardware, software, accessories and installation of the new server is \$25,761.06.

Funding for this project is available in the adopted FY2017 budget at line item 01-6-01-6355.

Staff Recommendation:

Staff recommends approval of this purchase.

Attachments:

Price quote from SpringPoint Technologies



QUOTE

4755 East 91st St, Suite 100, Tulsa, OK 74137
t. 918-933-5000 f.

Number AAAQ1019

Date Feb 28, 2017

Sold To

City of Glenpool
Julie Casteen
12205 S. Yukon Ave.
Glenpool, OK 74033
United States

Phone 918-322-5409
Fax

Ship To

SpringPoint Technologies, LLC
Andrew Watts
4755 E 91st ST
Suite 100
Tulsa, OK 74135

Phone 918-933-5000
Fax

Your Sales Rep

Andrew Watts

918-933-5000
4755 E. 91st St
Suite 100
Tulsa, OK 74137

awatts@myspringpoint.com

Here is the quote you requested.

Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
1	1	PowerEdge R730xd - Fully configurable: PowerEdge R730xd PowerEdge R730xd Server <i>Trusted Platform Module (TPM) - No Trusted Platform Module [461-AADZ] Chassis Configuration - Chassis with up to 24, 2.5" Hard Drives and 2, 2.5" Flex Bay Hard Drives [350-BBFE] Shipping - PowerEdge R730xd Shipping [340-AKPM] Processor - Intel® Xeon® E5-2620 v4 2.1GHz,20M Cache,8.0GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 2133MHz [338-BJCZ] Additional Processor - Intel® Xeon® E5-2620 v4 2.1GHz,20M Cache,8.0GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 2133MHz [338-BJEJ] Processor Thermal Configuration - 2 CPU Standard [374-BBHM] Memory DIMM Type and Speed - 2400MT/s RDIMMs [370-ACPH] Memory Configuration Type - Performance Optimized [370-AAIP] Memory Capacity - (8) 16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width [370-ACNX] RAID Configuration - No RAID for H330/H730/H730P (1-24 HDDs or SSDs) [780-BBLH] RAID Controller - PERC H730P RAID Controller, 2GB NV Cache [405-AAEH] Hard Drives - (2) 120GB Solid State Drive SATA Boot 6Gbps 2.5in Flex Bay Drive [400-AFJL] Hard Drives - (5) 300GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive [400-AJPK] Hard Drives - (5) 1TB 7.2K RPM SATA 6Gbps 2.5in Hot-plug Hard Drive [400-AEFC] Hard Drives - (2) 200GB Solid State Drive SATA Mix Use MLC 6Gbps 512n 2.5in Hot-plug Drive, Hawk-M4E [400-ARRC] Network Daughter Card - Broadcom 5720 QP 1Gb Network Daughter Card [540-BBBW] Embedded Systems Management - iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise [385-BBHO] Bezel - No Bezel [350-BBBW] Rack Rails - ReadyRails™ Static Rails for 2/4-post Racks [770-BBBE] Power Management BIOS Settings - Performance BIOS Setting [384-BBBL] Power Supply - Dual, Hot-plug, Redundant Power Supply (1+1), 1100W</i>	\$12,902.40	\$12,902.40

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
		<p>[450-ADWM] Power Cords - (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America [450-AALV] System Documentation - No Systems Documentation, No OpenManage DVD Kit [631-AACK] Operating System - No Operating System [619-ABVR] OS Media Kits - No Media Required [421-5736] Advanced System Configurations - UEFI BIOS Boot Mode with GPT Partition [800-BBDM] Order Information - US No Canada Ship Charge [332-1286] PCIe Riser - Risers with up to 1, x8 PCIe Slots + 2, x16 PCIe Slots [374-BBHT] Service - 5 Year ProSupport and NBD On-site Service [989-3439] Deployment Services - No Installation [900-9997] Remote Consulting Services - Declined Remote Consulting Service [973-2426]</p>		
2	2	<p>Tripp Lite UPS Smart 2200VA 1920W Rackmount AVR Pure Sign Wave 100V/110V/120V USB DB9 2URM - 2200VA/1920W - 5 Minute Full Load - 4 x NEMA 5-15R, 4 x NEMA 5-15/20R</p> <p><i>Tripp Lite SmartPro Line Interactive UPS with enhanced LCD interface offers network-grade power protection for critical server, network and telecommunications equipment. Line Interactive Uninterruptible Power Supply (UPS) with built-in Auto-Voltage Regulation</i></p>	\$950.98	\$1,901.96
3	2	<p>Tripp Lite Power Strip Rackmount Metal 120V 5-15R 12 Outlet 15' Cord 1URM - NEMA 5-15P - 12 NEMA 5-15R - 15ft</p> <p><i>Tripp Lite's RS-1215 Power Strip offers 15 amp capacity AC power distribution in a versatile multi-mount cabinet. Detachable mounting flanges are configurable for rackmount, wallmount and under-counter installation</i></p>	\$55.50	\$111.00
4	12	<p>Project Labor for Mobile RMS</p> <p><i>Build OS for Physical Server. Build OS for Virtual Server for Mobile RMS. Configure Remote Desktop Services on VM. Work with Tyler Tech on Mobile RMS Install. Project labor is capped at 12 hours. Any assistance provided to Tyler Tech or Glenpool PD relating to Mobile RMS beyond 12 hours will be billed at \$125 / hour.</i></p>	\$185.00	\$2,220.00
5	4	<p>Project Labor Physical Server Install</p> <p><i>Install of server in rack in server room at Police Dept. Install UPS's in rack. Install Power Strips. Move other networking gear to UPS's.</i></p>	\$185.00	\$740.00
6	12	<p>Project Labor for VM's at Public Safety</p> <p><i>Build a Virtual Domain Controller on new server. Build new File server for use by Police, Fire and Public Works. Migration of file shares for Police, Fire and Public Works from SQLServer. Migrate user folders to new file server. Does not include migration of applications or SQL.</i></p>	\$185.00	\$2,220.00
7	3	Storage Craft Shadow Protect Server License for 1 virtual server	\$50.00	\$150.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
8	32	OLP GOVT WIN SVR STD CORE 2016 2LICS NL CORE LICS	\$88.00	\$2,816.00
9	60	OLP GOVT WIN SVR CAL 2016 NL USR CAL	\$31.00	\$1,860.00
10	6	OLP WIN RMT DSKTP SVCS CAL 2016 SNGL NL USR CAL	\$139.95	\$839.70

Recurring Amounts:
\$150.00 Billed Monthly

SubTotal	\$25,761.06
Tax	\$0.00
Shipping	\$0.00
Total	\$25,761.06

Payment Options

Select your preferred payment option / purchase terms*:

☐ Credit Card Purchase (purchase amount \$25,761.06), [plus \$150.00 monthly]

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



To: To: HONORABLE MAYOR AND CITY COUNCIL/GUSA BOARD OF TRUSTEES
From: Julie Casteen, Finance Director
Date: June 14, 2017
Subject: Renewal of Workers Comp, Property and Liability Insurance for FY17-18

Background:

The City's current policies for Workers Comp, Property and Liability insurance expires at midnight on June 30, 2017. Oklahoma Municipal Assurance Group (OMAG) is asking renewal for following:

Plan	FY18 Renewal	FY17 Premium	% Change	Comments
Municipal Property Protection	\$ 92,943	\$ 90,510	2.7%	Added water tower
Municipal Liability Protection	\$ 65,859	\$ 62,496	5.4%	Added 6 new vehicles
Worker's Compensation	\$ 212,808	\$ 157,564	35.1%	Added 12 new public safety employees

Most property and liability claims incur a \$1,000 deductible. Auto and most equipment claims incur a \$500 deductible.

Staff Recommendation:

Staff recommends renewal of all OMAG insurance policies for FY 2017-2018.

Attachment:

Insurance Renewal Invoices

1. Property
2. Liability
3. Worker's Comp



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

05/12/2017

MS. SUSAN WHITE
CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

Re: CITY OF GLENPOOL
PRO 1400444 01

Attached is your OMAG Municipal Property Protection Plan (MPPP) renewal and invoice.

Your total premium for this MPPP renewal is **\$92,943**. You may pay your premium in one lump sum, or in semi-annual or quarterly installments. The initial payment is due by the first day of the agreement period stated on the MPPP invoice. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Several factors are used to determine your premium. The total insured value of your properties, ISO Fire Protection Class and deductible selected are reviewed annually and allow OMAG to provide a premium that reflects the advantage of your pool membership. The OMAG MPPP is nearly 400 members strong.

Since 2001, OMAG's property coverages have been specifically tailored to fit the needs of our members. The MPPP provides 100% replacement cost, a variety of deductibles from which to choose, as well as extra business expense and equipment breakdown coverages. Our members have the option to cover buildings and contents, including electronic data processing equipment and fine arts, such as paintings, statuary, bronzes, or other items of historic value or artistic merit. Please refer to your MPPP document for definitions regarding these coverage options. We believe the advantages offered by the MPPP make its property coverages the most effective and affordable coverages available for Oklahoma municipalities.

OMAG is an organization created, owned and governed by the cities and towns we serve and it is our pleasure to serve you. We appreciate your support and participation in OMAG's MPPP. Any questions regarding this letter or your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

A handwritten signature in black ink that reads "Randy Stone". The signature is written in a cursive, flowing style.

Randy Stone, Underwriting Director



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Municipal Property Protection Plan
Declarations Page

1. PLAN MEMBER CITY OF GLENPOOL AGREEMENT NUMBER
and Mailing Address 12205 S. YUKON AVE. PRO 1400444 01
GLENPOOL OK 74033

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07/01/2017 to 07/01/2018

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

PREMIUM

COMMERCIAL PROPERTY COVERAGE

Buildings and Business Personal Property, per schedule	Limit:	\$37,174,375	\$92,943
Mobile Equipment, per schedule	Limit:	\$0	\$0
Leased/Rental Equipment	Limit:	\$0	\$0
Miscellaneous Equipment, per schedule	Limit:	\$0	\$0
Fine Arts, per schedule	Limit:	\$0	\$0
Builders' Risk	Limit:	\$0	\$0

EXCESS COVERAGE

Business Income	\$0 per occurrence	\$0 per location	\$0
Accounts Receivable	\$0 on premises	\$0 off premises	\$0
Valuable Papers	\$0 on premises	\$0 off premises	\$0
Theft/Disappearance /Destruction	\$0 inside	\$0 outside	\$0
Earth Movement	Excess Limit		\$0

EQUIPMENT BREAKDOWN COVERAGE

Excluding Electrical Power Generating Equipment, per schedule	Included
Including Electrical Power Generating Equipment, per schedule	Excluded

TOTAL PREMIUM \$92,943

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

OMAG Representative

05/12/2017
Date



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Municipal Liability Protection Plan

05/12/2017

MS. SUSAN WHITE
CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

Re: CITY OF GLENPOOL
GLA 1400473 01

Attached is your OMAG Municipal Liability Protection Plan (MLPP) renewal and invoice.

Your total premium for this MLPP renewal is **\$65,859**. You may pay your premium in one lump sum, or in semi-annual or quarterly installments. The initial payment is due by the first day of the agreement period stated on the MLPP invoice. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Several factors are used to determine your premium. Expenditures and loss experience over the last three years or autos and equipment added or deleted may have had an effect on your premium. Please contact us if you have questions about how your premium was calculated. Please note the report providing a departmental premium breakdown that was furnished in your renewal packet in the past will now only be made available upon your written request.

Since 1980, OMAG's liability coverage has been tailored to the Oklahoma Tort Claims Act as well as federal civil rights laws and is designed to match your unique exposures. We believe the advantages offered by the MLPP make its liability and auto coverages the most effective and affordable coverages available for Oklahoma municipalities. The OMAG MLPP is nearly 500 members strong.

OMAG is an organization created, owned and governed by the cities and towns we serve and it is our pleasure to serve you. We appreciate your support and participation in OMAG's MLPP. Questions regarding this letter or your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

A handwritten signature in black ink that reads "Randy Stone". The signature is written in a cursive, flowing style.

Randy Stone, Underwriting Director



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan Declarations Page

1. PLAN MEMBER CITY OF GLENPOOL AGREEMENT NUMBER
and Mailing Address 12205 S. YUKON AVE. GLA 1400473 01
GLENPOOL OK 74033

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07/01/2017 to 07/01/2018

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

PREMIUM

GENERAL LIABILITY (PARTS I, IV, AND V)

- A. Bodily Injury B. Property Damage
C. Personal Injury D. Errors and Omissions
I. Pollution Damage J. Defense Reimbursement
☐ Prior Acts Coverage L. W.C. Retaliation Defense

\$45,358
Coverages A,B,C,D,I,J,L

AUTOMOBILE LIABILITY (PART II)

- E. Bodily and Personal Injury F. Property Damage

\$6,914
Coverages E,F

☒ Hired and Non-owned Automobile Coverage

\$35
Hired and Non-owned

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

- G. Automobile Physical Damage
1. Comprehensive
2. Specified Perils
3. Collision
☐ Hired Auto Physical Damage Limit:

\$8,920
Coverages G

- H. Equipment Physical Damage - Per equipment schedule
☐ Mobile Equipment Leased/Rented Limit: \$0

\$4,632
Coverages H

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L

Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

- \$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal
\$ 125,000 Each Other Loss Per Occurrence
\$ 1,000,000 Aggregate Per Occurrence

Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

- \$ 10,000 Medical Payments for Volunteers Per Loss
\$ 1,000,000 Each Other Loss Per Occurrence

Annual Aggregate

- \$ 2,000,000 Coverages C,D
\$ 10,000 Coverage J

\$65,859
Total Premium
(This is not an invoice)

6. DEDUCTIBLES

Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and utility disruptions.

- Coverages C,D: **\$1,000** Per Occurrence
Coverages G,H: Per Schedule or Endorsement
Coverage I: \$1,000 Per Pollution Incident
Coverage J: \$5,000 SIR

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any.

OMAG Representative

05/12/2017
Date



STANDARD PLAN INVOICE

Mail Payment to:

OMAG
3650 S. Boulevard
Edmond, Ok 73013-5581

TO: MS. DEBORAH PENGELLY
CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

June 4, 2017

Premium for the Participation in the OMAG Workers'
Compensation STANDARD PLAN Plan for the period of
July 1, 2017 to July 1, 2018

\$212,808.00

AMOUNT DUE

\$212,808.00

This Payment is due by July 15, 2017

Mail payment to address shown above.

NOTE: Unless a due date is stated above, this invoice is due and payable on or before the first day of the agreement period.

OMAG is an Interlocal Cooperation Act Agency of Cities and Towns Providing:
Municipal Liability Protection Plan - Municipal Property Plan - Workers' Compensation Plan



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

Workers' Compensation Standard Plan

MEMBER: CITY OF GLENPOOL

Policy Number: QWC 1400124 01

Policy Period: 07/01/2017 To 07/01/2018

ADDRESS: CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

Class Code	DESCRIPTION	Payroll	Employee No	Volunteer No	RATE	Premium
5611	Street or Road	145,153	6	0	11.080	16,083
7520	Waterworks Oper	288,045	8	0	7.370	21,229
7710	Firefighters &	1,297,397	22	0	7.420	96,267
7711A	Firefighters, C	7,000	0	14	8.930	625
7720	Police Officers	1,414,982	35	0	5.530	78,249
8601	City Engineer	83,748	1	0	0.620	519
8810	Clerical Office	681,623	22	0	0.330	2,249
8820	Attorney - All	105,620	1	0	0.730	771
8831	Animal Control	37,530	2	0	2.500	938
9015	Building Operat	69,281	2	0	6.600	4,573
9410	Municipal or To	140,375	3	0	2.850	4,001
Sum		4,270,754	102.0	14.0		

STANDARD PREMIUM:

225,504

EXPERIENCE MODIFICATION APPLIED: 1.3200

72,161



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Workers' Compensation Standard Plan

MEMBER: CITY OF GLENPOOL

Policy Number: QWC 1400124 01

Policy Period: 07/01/2017 To 07/01/2018

ADDRESS: CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

PREMIUM DISCOUNT:	24.5%	-72,928
	TERRORISM:	427
	CATASTROPHE:	427
CLAIMS HANDLING CREDIT:	15%	-33,839
	EXPENSE CONSTANT	140
STANDARD PLAN SUB-TOTAL:		191,892
OMAG ADMIN FEE:	10.9%	20,916
TOTAL PREMIUM:		212,808



To: HONORABLE MAYOR AND CITY COUNCIL

From: Lowell Peterson, City Attorney/TIF District Local Counsel

Date: June 19, 2017

Subject: Approval of Infrastructure Construction Contract Between South 75 Business Park, LLC, (Owner) and Ira M. Green Construction Company (Contractor)

Background of TIF District Reimbursement Agreement with Developer:

The Project Plan and the Tax Reimbursement Agreement with Ford Development Corporation, on behalf of South 75 Business Park, LLC, ("Developer") designated portions of the ad valorem and sale taxes generated by improvements to be constructed within the TIF District, solely at the cost of the Developer, to reimburse the Developer for Qualified Project Costs up to a maximum reimbursement of \$5,000,000. Qualified Project Costs include the construction of public infrastructure that will be dedicated to the City.

Because these public infrastructure improvements will therefore be funded, in whole or in part, with public funds, the Developer was required to agree that all construction contracts for such public infrastructure must comply with the Oklahoma Public Competitive Bidding Act (PCBA) to the same extent as would apply to the City for any public construction project.

The Agreement also provides that no construction work may commence until the construction contract has been submitted to and approved by the City Council, and is executed and all required bonds and insurance have been provided by the contractor to the Developer and to the City, as applicable.

City staff have reviewed the procedures implemented in awarding the proposed construction contract submitted to the Council with this report and have determined that it complies in all respects with the PCBA. In addition, the contract itself provides for the applicable bonding and insurance requirements. Finally, the contract includes provisions for ensuring that the construction work is performed in accordance with City standards.

Staff Recommendation:

Staff recommends that the City Council approve and authorize the Mayor to authenticate the City's approval of the attached Construction Contract by his signature thereon.

Attachment:

Construction Contract between South 75 Business Park, LLC, ("Owner") and Ira M. Green Construction Company ("Contractor")

CONSTRUCTION CONTRACT

South 75 Business Park AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

Owner: South 75 Business Park, LLC
16400 N. Dallas Parkway, Suite 140
Dallas, Texas 75248

Contractor: Ira M. Green Construction
P.O. Box 813
Claremore, Oklahoma 74018
918-342-0840

Project Engineer: Tanner Consulting LLC
5323 South Lewis
Tulsa, OK 74105
918-745-2292

In Consideration of Ten dollars (\$10.00) and other good and valuable consideration, this contract is made and entered into effective this **5th day of June 2017**, by and between **South 75 Business Park LLC** hereinafter called "Owner" and Ira M. Green Construction, hereinafter called "Contractor".

RECITALS:

Owner has or will cause to be platted and subdivided, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, (referred to hereinafter as either the "Site" or the "Addition"). In the event the plat has not yet been recorded, the real property subject to this Contract shall be described as **South 75 Business Park, City of Glenpool Infrastructure, or Roadway, Utilities and Drainage improvements east of the intersection of south 166th street south and south HWY 75**

Owner now desires to develop and improve the Addition by providing **Paving, Grading, Sanitary Sewer, Storm sewer and Water System** at the Site in accordance with the Contract Documents hereinafter described. **Contractor has submitted a bid proposal dated, March 15, 2017 to match Bids opened on May 8th, 2017 along with any addendum for such site improvements pursuant to the Contract Documents hereinafter described. Owner has accepted Contractor's bid,** subject to the changes and modifications as set forth in this Contract and the parties hereto each desire to enter this Contract for Paving and Storm, Sanitary Sewer Water System and Grading at the Site, all upon the terms and subject to the conditions set forth below.

AGREEMENTS:

In consideration of the payments to be made by Owner and the mutual covenants and agreements contained herein, Owner and Contractor covenant and agree as follows:

1. Definitions:

As used in this Contract, the following terms are agreed by the parties to have the following meanings:

- a. **Site:** "Site" means the real property described in the Site / Project Plans provided and any easements and rights of way appurtenant or belonging thereto.
- b. **Project Engineer:** The "Project Engineer" means:

Tanner Consulting
5323 South Lewis
Tulsa, OK 74105
918-745-9929

- c. **The Work:** The "Work" means the installation of Water System, Sanitary Sewer, Storm Sewer and paving for the Site in accordance with the Contract Documents described below:

Plans Prepared by Tanner Consulting, and approved by The City of Glenpool

d. City: The "City" means the City of Glenpool, Oklahoma.

e. Contract Documents: The "Contract Documents" mean and shall consist of this Contract, the plans and specifications prepared by the Project Engineer for the Work, described in the City of Glenpool and made a part hereof and any addenda issued prior to execution of this Contract, the standard specifications and requirements of the City for the performance of the Work and any modifications issued after execution of this Contract. A modification is (i) a written amendment to this Contract duly dated and signed by both parties hereto, (ii) a change order as hereinafter defined duly dated and executed by each of the parties hereto, (iii) a change in the standard specifications or requirements of the City, and (iv) a written order for a minor change in the Work issued by the Engineer. A minor change in the "Work" does not include any change that would increase the contract sum payable hereunder or that would materially increase the time required for performance of this Contract. In the event of any conflict or inconsistency between the provisions of this Contract and the provisions of any other Contract Document, the provisions of this Contract shall govern and control. All Contract Documents, including without limitation, this Contract, shall be interpreted, enforced and governed by the laws of the State of Oklahoma. The Contract Documents, exclusive of this Contract, are incorporated herein by reference thereto the same as though each was set forth in full herein or attached hereto.

2. Contractors Performance of the Work.

a. Contractor agrees to furnish all labor, materials, equipment, supervision, tools, transportation, supplies, permits and certificates and except as otherwise specifically provided herein, all other items and services necessary for and incidental to the continuous prosecution and timely completion of the Work in strict accordance with the Contract Documents.

b. The Contractor shall keep on the Site at all times during its performance of the Work, a competent superintendent. The superintendent shall represent and act for the Contractor as to all phases of the Work less contract or cost changes. The Work shall be executed by competent, skilled and reputable mechanics and laborers satisfactory shall be in full compliance with the Contract Documents, Work shall be performed in a good and workmanlike manner using new materials that are equal in quality to the best of that kind specified and in sufficient quantities to ensure proper and timely completion of the Work and shall, in general, meet the approval and acceptance of Owner, the Project Engineer and the City.

c. In its performance of the Work, Contractor shall cooperate fully with the Project Engineer, Owner and City

3. Changes in the Work.

a. The Owner specifically reserves the right to make changes in the Work. Changes in the Work may take the form of additions, deviations, deletions or substitutions. All changes to be made in the Work, other than minor changes directed to be made by the Project Engineer, must be evidenced by written change orders duly dated, sequentially numbered and executed by each of the parties hereto prior to the making of any such change. The provisions of this Contract shall apply to all such changes in the Work. All written change orders shall set forth the value of the change and the Contract sum specified below shall be correspondingly increased or decreased. If Contractor believes any such change order would increase the time necessary to complete the Work, the Contractor shall prior to execution of the change order request in writing an extension of the time for completion. The Project Engineer shall review each such request and at the sole discretion of the Project Engineer, either approve the same in whole or in part or totally deny the request in writing.

b. No change in the Work or in the Contract Documents shall release or exonerate in any way the surety on any bond given by Contractor in connection with the Work or pursuant to any of the Contract Documents and neither Owner nor Project Engineer is required to notify the surety or sureties of any such change.

c. The Contractor agrees the plans bid may or may not be the plans approved by the City and agrees to make any necessary changes as described by the City and approved by the Owner, and also understands such changes justify a change in contract value equal to unit prices of said changes.

4. Surveys and Staking.

a. Unless otherwise specified, the Owner shall furnish all surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of benchmarks adjacent to the Work.

b. The Work will be staked out by the Project Engineer and the Contractor agrees to conform to and preserve the stakes. Staking will be done at the Owner's expense one time only. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, loss or disturbance thereof as a result of the Contractor's operations, Contractor shall be charged with the resulting expense of replacement thereof and shall be fully responsible for any mistakes and damages that may be caused, in whole or in part, by said loss, destruction or disturbance,

including consequential damages. The Owner shall have the specific right to offset against any sums due Contractor hereunder any such resulting expense or damage should Contractor fail to promptly pay the same.

5. Commencement and Completion of the Work.

a. The Contractor shall commence the Work upon receipt from the Owner or Project Engineer of a written notice to proceed. Following commencement thereof, the Work shall be prosecuted continuously with due diligence to completion. Contractor agrees to complete the work in full and strictly in accordance with the Contract Documents, including this Contract, within 180 calendar days from receipt of the aforesaid notice to proceed or the date released to work by The City of Glenpool, whichever date is later. It is specifically understood and agreed by Contractor that the time of commencement of the Work, the rate of progress of the Work and the time of its completion are each material and essential conditions of this Contract and that time is of the essence in the commencement and completion of the Work and in the performance by Contractor of each of its covenants contained herein.

b. Should Contractor fail to complete the Work strictly in the time hereinabove specified or any written extension thereof granted by Owner, then in addition to any other rights and remedies which Owner may have under this Contract or by law, the Contractor shall pay Owner for each and every day or portion of a day completion is delayed (including Saturdays, Sundays and Holidays) the sum of Three Hundred dollars (\$300.00), as agreed reasonable, liquidated damages (and not as a penalty) for said breach of this Contract by Contractor. The parties hereto agree that such sum is a reasonable amount for said damages and that it would be extremely difficult and impractical to fix the actual damages sustained by Owner as the result of such default in completion. The amount of such liquidated damages shall be deducted from the balance due or thereafter to become due Contractor hereunder. In the event such liquidated damages exceed the sum due or to become due Contractor hereunder, then Contractor shall be liable to or pay Owner such difference immediately upon demand.

c. If Contractor shall be delayed in the prosecution or completion of the Work by reason of any condition which could not reasonably have been foreseen by Contractor and which was beyond the Contractor's reasonable control, the Contractor shall notify the Project Engineer thereof in writing within 48 hours after the occurrence of such condition and shall claim and request in such notice an extension of the completion time of the Work. The Project Engineer shall evaluate the Contractor's claim and advise the Owner and Contractor in writing within five (5) days after receipt thereof as to whether or not said claim is reasonable and the extension of time needed for completion. The Owner shall approve, deny or modify the time for the extension recommended by the Project Engineer, in writing delivered to Contractor and the Project Engineer. The decision of the Owner on each claim for extension shall be final and binding upon the parties hereto. Failure to timely give such notice and make such claim shall constitute a waiver by Contractor of the right to an extension based upon the occurrence of said condition. In no event, however, shall the Contractor be entitled to an increase of the Contract sum for the Work or for damages (direct or consequential) or for any other amounts by reason of delays due to any of the causes enumerated in this numerical paragraph or otherwise, notwithstanding anything set forth in the Contract Documents to the contrary.

6. Insurance and Indemnification.

a. The Contractor, at its sole expense, shall obtain and maintain in force until completion and acceptance of the Work by Owner and the City, with Owner named therein as an additional insured.

(i) Workman's Compensation Insurance covering all of its employees as required by Oklahoma law; and

(ii) Comprehensive Liability Insurance having single limit coverage in the sum of One Million Dollars (\$1,000,000.00) insuring against all loss, liability and associated costs, in connection with injury to or death of persons or injury to property, resulting from any of its operations, performance of the Work, contractual obligations, products or completed operations or its operation of owned and non-owned vehicles. Such insurance shall be carried by an insurance company and shall be in form and content satisfactory to Owner. Contractor shall furnish certificates of all such insurance before entering upon the Site and prior to commencement of the Work and Owner may terminate this Contract upon Contractor's failure to do so. The insurance requirements of this paragraph shall not derogate from the indemnity requirements set forth below in this numerical paragraph 6.

b. Contractor hereby agrees to indemnify, defend and hold harmless the Owner and Project Engineer, their respective officers, members, managers, agents, partners, representatives and employees, from and against any claim, demand, liability, loss, damage, cause of action, cost, expense, award, fine, judgment, lien and attorney's fees, arising from or associated with any of the following:

(i) Death or bodily injury to persons, injury to property, or other loss, damage or expense, resulting from the acts or negligence of Contractor, its subcontractors, material, men or other persons directly or indirectly employed by them or any of them.

(ii) Any claimed violation by Contractor or any party under its control or direction of any statute, ordinance, rule, regulation, order or directive of any governmental body or agency or department thereof having jurisdiction over the Addition, the Work or Contractor.

7. Bonding Requirements.

Contractor, at its sole cost and expense, shall furnish all bonds required by the City in connection with the Work which shall include, without limitation, a one (1) year maintenance bond. It is agreed that the Contract Sum set forth below includes the cost of all bonds required in connection with the Work, including those described herein.

8. Inspection and Testing of the Work.

a. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Work require any portion thereof to be inspected, tested or approved, the Contractor shall give the Project Engineer timely notice of its readiness so that the Project Engineer may observe such inspection, testing or approval. The Contractor shall be responsible for the performance of all acts necessary to procure and for the timely procurement of all inspections, tests or approvals of the Work or any part thereof required by law or by any public authority. Evidence satisfactory to Owner of the conduct and results of each inspection and test of any part of the Work required by any public authority shall be secured by the Contractor as soon as such evidence is available and the same shall be promptly delivered by the Contractor to the Project Engineer. Likewise, If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over any part of the Work require any portion thereof to be approved and accepted as a condition of its use, the Contractor, at its sole cost and expense shall promptly procure evidence of such approval and acceptance satisfactory to Owner and deliver such evidence to the Owner as a condition precedent to further payments by Owner to Contractor under the terms of this Contract. Certificates issued by the public authority having jurisdiction over the Work of any inspection, test or approval required by the laws, ordinances, rules, regulations or orders of such public authority shall be considered satisfactory evidence of such inspection, test or approval. Cost of Inspections assessed by public authorities shall be borne by Owner.

b. Contractor shall facilitate inspection of the Work in progress by the Project Engineer, Owner, Owner's lending institution and public authorities having jurisdiction over any part of the Work at any reasonable time or times and under reasonable conditions. If the Project Engineer or Owner during the course of construction should reject any part of the Work as failing to conform to the Contract Documents or any agreed modification thereof or if Contractor should observe any part of the Work failing to so conform or if any inspecting authority should refuse to approve any part of the Work, the Contractor shall at its sole cost, risk and expense and without any addition to the required time for completion of the Work, promptly replace and redo or cause to be replaced or redone any part of the Work not conforming to the Contract Documents or so failing to meet the requirements of any inspecting authority. The costs of correcting such rejected Work shall also include, without limitation, any additional testing, inspections and compensation for the services of the Project Engineer. If the Contractor fails or neglects to commence correction of any defective Work within 10 days after receipt of written notice from the Owner or Project Engineer, to do so, or, having commenced to correct such defective Work fails to continuously prosecute the same to completion, the Owner may, without prejudice to other remedies the Owner may have, correct such defective Work and deduct from payments then or thereafter due the Contractor hereunder all costs incurred by Owner in correcting the same. If payments then or thereafter due Contractor are not sufficient to cover the Owner's cost and expenses of correcting such defective Work, the Contractor shall pay the difference to the Owner immediately upon demand therefor.

c. If a portion of the Work is covered contrary to the Project Engineer's request or to requirements of any public authority, it must be uncovered by Contractor at its expense and risk for the inspection of the Project Engineer and such public authorities and be replaced at the Contractor's expense and risk without change in the time for completion of the Work.

9. Licenses and Permits.

The Contractor at its sole cost and expense shall procure all licenses and permits of every nature required for prosecution of any part of the Work. All cost and charges for such licenses and permits are included within the Contract sum specified below. The Owner, however, will bear the cost of the procurement of any easements or rights-of-way necessary for conduct of the Work, any excess capacity fees assessed by any public authority and any connection fees assessed by any public authority for connection to any existing public improvement.

10. Protection of the Work, Adjacent Property and Persons.

a. The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to:

(i) Employees performing any part of the Work and all third persons at or adjacent to the Site and all other persons who may be affected by Contractor's operations; and

(ii) The Work, materials and equipment to be incorporated in the Work, whether in storage on or off the Site, under care, custody or control of Contractor; and

(iii) Other property at the Site or adjacent thereto and whether the property is that of Owner or any third party, such as dwellings or other structures, trees, shrubs, lawns, walkways, pavements, roadways, and utilities and personal property.

b. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

11. Warranties and Representations of Contractor.

Contractor does hereby warrant and represent to Owner as follows:

Contractor does hereby warrant the Work and all portions thereof against any and all defects in workmanship and materials appearing within one (1) year from the date of final acceptance of the Work by the last of all public authorities required to accept and approve the Work or within one (1) year from the date of acceptance of the Work by Owner, whichever shall be the later occurrence. Contractor does hereby expressly agree to remedy, at its sole cost and expense, any defect in materials or workmanship appearing in the Work within said one (1) year warranty period. This one (1) year warranty period shall apply to work performed or materials furnished not only by Contractor but also by any subcontractor or supplier of Contractor. No payment by Owner to Contractor of any kind nor approval and acceptance by any public authority or by Owner of any part of the Work shall constitute or be construed in any manner to be a waiver of any defect in workmanship or materials appearing within the aforesaid one (1) year warranty period.

12. Compliance with Laws.

Contractor shall give all notices and comply with all laws, statutes, ordinances, regulations, rules, orders and directives of all governmental bodies or authorities having jurisdiction over any phase of the Work and shall keep Owner fully indemnified against all fines, penalties and losses incurred by reason of any breach of this covenant.

13. Liens.

Contractor agrees to promptly discharge of record any material men or mechanics lien filed against any part of the project for labor performed or materials or equipment furnished for use or in fact used in the Work at the direction or upon the order of Contractor or any subcontractor of Contractor. Should the Contractor fail to discharge of record any such lien Owner may do so and the cost thereof together with any reasonable expenses and attorneys fees incurred in connection therewith shall be paid by Contractor to Owner immediately upon demand or may be offset by Owner against any sums due or to become due Contractor hereunder.

14. Project Engineer's Authority and Status.

a. The Project Engineer shall constitute the representative of Owner for the purpose of administration of this Contract and the Contract Documents. The Project Engineer shall perform periodic inspections of the Work on behalf of Owner. The Project Engineer shall determine the quality, acceptability and fitness of the Work and shall have authority to reject all work and materials which do not conform to the Contract Documents and to decide questions which arise in the execution of the Work by Contractor and the Project Engineer's decision on any of such matters shall be final and binding on Contractor and a condition precedent to Contractor's right to receive future payments under this Contract. The Project Engineer's decision on all matters involving the interpretation of the Contract Documents shall likewise be conclusive and binding on Contractor. The Project Engineer shall, within a reasonable time after their presentation to him, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract documents.

b. The Project Engineer shall also be responsible for the examination, approval or rejection and certification of all requests for payment made by Contractor under the terms of this Contract whether the request is for a progress payment or for final payment. The Project Engineer shall determine when the Work has been fully performed and accepted ready for use by the requisite public authorities, such determination to be conclusive and binding upon Contractor.

c. The Project Engineer shall have such other authority, duties and responsibilities as are set forth in other numerical paragraphs of this Contract or in any other Contract Document.

d. Notwithstanding any other provision contained herein to the contrary expressed or implied, the Project Engineer shall have no authority to amend, modify or waive any of the provisions of this Contract or any other Contract Documents without the prior written consent of the Owner in each instance nor shall the Project Engineer have any authority to execute any change order on behalf of Owner.

15. Cleanup and Equipment Removal. Contractor at its sole cost and expense shall keep the site clean and orderly and shall remove from the Site all refuse and debris created by its operations as often as necessary or as directed by the Owner or Project Engineer. Upon completion and acceptance of the Work, Contractor shall immediately remove from the Site all temporary structures, rubbish and waste materials resulting from the operations of Contractor. If Contractor fails to perform any such cleanup within two (2) days after notice from Owner, Owner may perform such cleanup and the cost thereof shall be charged to Contractor and deducted from any monies due or to become due Contractor under the terms hereof. Upon final acceptance of the Work by all public authorities having jurisdiction over any part thereof or by Owner, whichever

occurs last, Contractor shall remove or cause to be removed all equipment and other property of Contractor and any subcontractor of Contractor from the Site. Upon failure of Contractor or any subcontractor of Contractor to so remove their equipment and property from the Site, Owner may remove the same and the cost of such removal shall be charged to Contractor and deducted from any monies due or to become due to Contractor under this Contract.

16. Contract Sum.

a. In consideration for the performance of the Work as herein provided, Owner agrees to pay to Contractor, at the times and in the manner specified hereinafter, the sum of **Five hundred forty-seven thousand ninety-one dollars and 60/100 (\$547,091.60) per Contractor's bid proposal attached**, subject to any additions thereto or deductions therefrom by reason of approved change orders or by reason of any other provisions of this Contract. The latter sum, as so adjusted, is herein referred to as the "Contract Sum".

b. The Contract Sum shall be paid by Owner to Contractor in the following manner and at the following times, to-wit:

(i) On or about the 1st day of each calendar month following the commencement of the Work, Contractor shall submit to the Project Engineer an Application for a monthly Progress Payment in form acceptable to Owner setting forth Contractor's best estimate of the percentage of the Work completed during the preceding calendar month. Within five (5) days after receipt of each such Application, the Project Engineer shall verify the percentage of the work completed by Contractor during the period covered by said Application and shall certify the same to Owner. The Project Engineer's decision as to the percentage of Work completed during the period of each such Application for Payment shall be conclusive and binding upon all parties. Owner shall pay to Contractor no later than the (15) days after receipt from the Project Engineer of each Certificate for Payment that proportionate part of the Contract Sum equal to ninety percent (90%) of the Project Engineer's certification of Work completed during the period covered by the Certificate for Payment. Contractor specifically agrees that Owner may retain from each of said monthly progress payments said ten percent (10%) as retainage. It is also agreed that when 50% of the contract totals have been met that the retainages would be reduced to (5%) from that point to completion. It is further agreed that no interest shall be due or payable by Owner to Contractor on any retainage.

(ii) The final payment of the balance of the Contract Sum, including all retainage, will be paid by Owner to Contractor upon full completion of the work and acceptance thereof by Owner; PROVIDING that if the Work is required to be approved and accepted by any public authority, said final payment will be made when Contractor has delivered to Owner evidence satisfactory to it that such public authority has approved the Work ready for use or when the Work has been fully completed and accepted by Owner, whichever event last occurs. It shall be a condition precedent to each progress payment and the final payment to Contractor hereunder that Contractor submit with each Application for Payment duly dated and executed lien waivers in form and content satisfactory to Owner.

(iii) The Contract Sum includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes and presently existing or hereafter imposed and levied and Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Contract Sum stated herein includes federal, state or municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to Owner under this Contract and Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Contract Sum.

17. Default of Contractor.

If Contractor fails or neglects to timely commence or to prosecute the Work continuously and with due diligence or fails in any manner or for any reason to perform its covenants and agreements herein contained or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or if Contractor files a petition in bankruptcy or is adjudicated a bankrupt or if a receiver be appointed for Contractor, its business or property, Owner shall have the right without prejudice to any other rights or remedies Owner may have and after giving Contractor written notice, to make good the deficiencies of Contractor and deduct the full cost thereof from the Contract Sum or Owner may, at its option, terminate this Contract and complete the Work by such means as Owner deems expedient. If the expense and cost of finishing the Work exceeds the unpaid balance of the Contract Sum, Contractor shall forthwith pay the difference to the Owner upon demand. On the other hand, if the expense and cost of finishing the Work is less than the unpaid balance of the Contract Sum, Owner shall forthwith pay the difference to Contractor or its estate.

18. Default of Owner.

If Owner defaults in the performance of its covenants, agreements and obligations hereunder and such default continues after seven (7) days prior written notice thereof by Contractor to Owner, Contractor shall have the right to terminate this Contract upon forty-eight (48) hours prior written notice to Owner. Such termination shall be without prejudice to any rights or remedies Contractor may possess by law.

19. Miscellaneous Covenants and Agreements.

The following miscellaneous covenants and agreements shall be applicable to this Contract:

a. Notices. Any notice or other communication to Owner, Contractor or Project Engineer required or permitted, to be given under the terms of this Contract must be in writing and shall be deemed to have been properly given or served if delivered personally to the Manager or any Member of Owner, if intended for Owner, or if delivered personally to the President or Vice-President or Manager or any other officer of Contractor or to the Job Superintendent of Contractor, if intended for Contractor, or if delivered personally to the Project Engineer, if Intended for the Project Engineer, or if sent by United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following address:

If to Owner: SOUTH 75 Business Park, LLC
16400 N. Dallas Parkway, Suite 140
Dallas, Texas 75248

If to Contractor: Ira M. Green Construction
P O Box 813
Claremore, Ok 74018

b. Cost of Litigation. In any legal or equitable action to enforce the terms of this Contract or any right or remedy granted by the terms hereof or by law, the prevailing party shall be entitled to be paid by and to have judgment over and against the other party hereto for all costs, charges, expert witness fees and expenses, including reasonable attorney's fees and charges, incurred by said prevailing party in such action including all levels of appeal or preparatory or preliminary thereto. Any Litigation that was to take place shall take place in the courts located in Rogers County, Ok.

c. Independent Contractor. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work except to the extent otherwise specifically provided by this Contract or by law. It is expressly agreed that Contractor herein is an independent contractor and that Owner reserves no right to direct the manner and method of performance of the Work but only the right to determine whether there has been full and complete performance of the Work in accordance with this Contract and the remaining Contract Documents.

d. Binding Effect. Subject to the limitation imposed in the last subparagraph on assignment of this Contract by Contractor, it is agreed that this Contract shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly caused this Contract to be executed at Tulsa, Oklahoma, effective the date and year first above written notwithstanding the actual date that any party hereto affixes its signature to this Contract.

"OWNER"
South 75 Business Park, LLC

By _____

Date: _____

Title Rex F. Robertson as Manager

"CONTRACTOR"
Ira M. Green Construction

By _____

Date: _____

Brian J. Green

Title: **President**

Approved by the City of Glenpool in accordance with the terms of that certain Contingent Ad Valorem And Sales Tax Reimbursement Agreement executed by the City on March 20, 2017, and by the Developer identified therein as Ford Development Corporation on March 20, 2017.

By _____
Title: Mayor

Date: _____

Item	Quantity	Description	Unit Cost	Extension
			Ira Green	
Grading (Phase 2 & Pond)				
101.	GENERAL SITE GRADING			
a.	3.2 Acres	Clearing & Grubbing (includes tree removal)	\$ 2,800.00	\$ 8,960.00
b.	2,581 CY	Stripping, 6" deep, Stockpile & Replace	\$ 7.00	\$ 18,067.00
c.	4,692 CY	Unclassified Excavation & Site Grading	\$ 6.50	\$ 30,498.00
d.	1.7 Acres	Revegetation (Seeding)	\$ 2,000.00	\$ 3,400.00
	* Unit price only. Actual price to be determined by owner in the field.			
e.	1,750 SY	Solid Slab Sod on Pond Slopes and Swales	\$ 3.50	\$ 6,125.00
Total Grading Base Bid			\$	67,050.00
Paving (See ODOT Specs)				
201.	FINE GRADING & SUBGRADE PREPARATION			
	<i>(Quantities to 2 feet behind back of curb. Refer to Geotechnical Report for treatment options.)</i>			
a.	3,604 SY	Fine Grading for Paving	\$ 1.50	\$ 5,406.00
b.	3,220 SY	10" Select Fill	\$ 6.00	\$ 19,320.00
202.	PAVING, IN PLACE			
a.	3,331 SY	ODOT Type "B" Asphaltic Concrete Paving, 2.0" thick	\$ 8.85	\$ 29,479.35
b.	3,331 SY	ODOT Type "A" Asphaltic Concrete Paving, 6.0" thick	\$ 20.75	\$ 69,118.25
203.	CONCRETE CURB & GUTTER, IN PLACE			
a.	1,365 LF	Concrete Curb and Gutter, 6" Barrier	\$ 14.50	\$ 19,792.50
204.	CONCRETE RAMP, IN PLACE			
a.	4 EA	Concrete Handicap Ramp, 4" Thick, with Tactile Warning	\$ 500.00	\$ 2,000.00
205.	CONCRETE SIDEWALK, IN PLACE			
a.	702 LF	5.0' Wide Concrete Sidewalk, 4" Thick	\$ 28.00	\$ 19,656.00
206.	PAVEMENT MISCELLANEOUS			
a.	312 SY	Slab Sod, to 4' Behind Curb	\$ 3.50	\$ 1,092.00
b.	6 EA	Concrete Jersey Barrier	\$ 1,800.00	\$ 10,800.00
c.	1 LS	Thermoplastic Pavement Striping	\$ 7,000.00	\$ 7,000.00
d.	1 EA	MUTCD Traffic Control Signs, Installed	\$ 4,000.00	\$ 4,000.00
207.	CONDUIT, IN PLACE			
a.	175 LF	Pipe, 12" DIP (includes approved end-of-trench markers) Future SS & FM line. *Estimate Only	\$ 65.00	\$ 11,375.00
b.	175 LF	Pipe, 20" DIP (includes approved end-of-trench markers) Future SS & FM line. *Estimate Only	\$ 90.00	\$ 15,750.00
Total Paving Base Bid			\$	214,789.10
Storm Sewer (See Glenpool and/or ODOT Construction Specs)				
301.	RIGHT-OF-WAY CLEARING AND RESTORING **			
a.	405 LF	Right-of-Way Clearing and Restoring	\$ 5.00	\$ 2,025.00
302.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	347 CY	Excavation and Backfill, Unclassified	\$ 5.00	\$ 1,735.00
303.	BOX, REINFORCED CONCRETE (RCB), IN PLACE *			
a.	120 LF	3'x6' Precast RCB, ASTM C1433	\$ 325.00	\$ 39,000.00
304.	PIPE, REINFORCED CONCRETE (RCP), IN PLACE *			
a.	248 LF	24-Inch RCP, ASTM C76, Class III, Wall B	\$ 60.00	\$ 14,880.00
b.	36 LF	18-Inch RCP, ASTM C76, Class III, Wall B	\$ 50.00	\$ 1,800.00
305.	INLETS, IN PLACE			
	<i>(Storm contractor to provide grates, frames & curb hoods to be set by paving contractor)</i>			
a.	0 EA	Std. Design 1(B) Inlet (not using this inlet)	\$ -	\$ -
b.	2 EA	Std. Design 2(B) Inlet	\$ 3,200.00	\$ 6,400.00
c.	2 EA	Std. Design 2(ZA) Inlet	\$ 3,100.00	\$ 6,200.00
306.	JUNCTIONS, IN PLACE			
a.	1 EA	Std. 4' ID Precast Concrete Manhole	\$ 2,500.00	\$ 2,500.00
b.	2 EA	Std. 3'x6' Precast Concrete Junction Box (Inlets Ab & Ac - Junctions stub into 3'x6' RCB)	\$ 5,700.00	\$ 11,400.00
307.	OUTLETS, IN PLACE			
	<i>(All outlet structures include minimum 3' deep concrete toewall, unless otherwise noted)</i>			
a.	2 EA	ODOT One Cell Headwall for 6'x3' RCB	\$ 7,800.00	\$ 15,600.00
b.	2 EA	Std. 24" Concrete end section (@ pond)	\$ 2,200.00	\$ 4,400.00
	MISCELLANEOUS			
a.	230 TON	Riprap, Type M, D50=12", 24" deep	\$ 70.00	\$ 16,100.00
b.	304 LF	Detention pond 10' wide concrete flume	\$ 50.00	\$ 15,200.00
c.	1 LS	Special Pond Outlet (Spillway) Structure	\$ 9,200.00	\$ 9,200.00
Total Storm Sewer Base Bid			\$	146,440.00
Sanitary Sewer				
401.	RIGHT-OF-WAY CLEARING AND RESTORING **			
a.	1,042 LF	Right-of-Way Clearing and Restoring	\$ 5.00	\$ 5,210.00
402.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	772 CY	Excavation and Backfill, Unclassified	\$ 5.00	\$ 3,860.00
403.	PIPE, DUCTILE IRON (DIP), IN PLACE *			

404.	a.	90 LF	8-Inch DIP, AWWA C151, Class 51 PIPE, POLYVINYL CHLORIDE (PVC), FOR SEWER SERVICE, IN PLACE *	\$ 60.00	\$ 5,400.00
405.	a.	952 LF	8-Inch PVC Pipe, ASTM D1784, SDR35 MANHOLE, IN PLACE	\$ 32.00	\$ 30,464.00
406.	a.	4 EA	Std. 4 'ID Precast Concrete Manhole CONNECTION, IN PLACE	\$ 2,800.00	\$ 11,200.00
	a.	1 EA	Connect to Existing Manhole	\$ 1,100.00	\$ 1,100.00

Total Sanitary Sewer Base Bid

\$ 57,234.00

Waterline

501.			RIGHT-OF-WAY CLEARING AND RESTORING **		
	a.	777 LF	Right-of-Way Clearing and Restoring	\$ 2.00	\$ 1,554.00
502.			EXCAVATION AND BACKFILL, UNCLASSIFIED		
	a.	336 CY	Excavation and Backfill, Unclassified	\$ 2.00	\$ 672.00
503.			PIPE, DUCTILE IRON (DIP), IN PLACE *		
	b.	106 LF	8-Inch DIP, AWWA C151, Class 51	\$ 45.00	\$ 4,770.00
505.			PIPE, POLYVINYL CHLORIDE (PVC), FOR WATER SERVICE, IN PLACE *		
	a.	666 LF	8-Inch PVC, AWWA C900, Class 200 (DR14)	\$ 35.00	\$ 23,310.00
	b.	20 LF	6-Inch PVC, AWWA C900, Class 200 (DR14)	\$ 23.00	\$ 460.00
506.			FITTINGS, IN PLACE		
	a.	1 EA	8"x8"x8" Tee	\$ 300.00	\$ 300.00
	b.	2 EA	8"x8"x6" Tee (2- Hydrant)	\$ 300.00	\$ 600.00
	c.	2 EA	8" Plug	\$ 180.00	\$ 360.00
507.			CONNECTION, IN PLACE		
	a.	1 EA	Connect to Existing 8" Waterline	\$ 3,000.00	\$ 3,000.00
	b.	1 EA	3/4" Corporation Stop and Saddle	\$ 175.00	\$ 175.00
508.			VALVES, IN PLACE		
	a.	4 EA	8" Gate Valve	\$ 1,400.00	\$ 5,600.00
	b.	1 EA	8"x8"x8" Tapping Sleeve & Valve	\$ 3,000.00	\$ 3,000.00
	c.	2 EA	3-Way Fire Hydrant Assembly (Includes hydrant & riser, tee, gate valve, leader & blocking)	\$ 3,100.00	\$ 6,200.00
509.			VALVE BOX		
	a.	4 EA	Standard Valve Box	\$ 75.00	\$ 300.00
509.			PAVEMENT, REMOVAL AND REPLACEMENT		

Total Waterline Base Bid

\$ 50,301.00

Erosion Control

Quantities are Estimates Only. Contractor must provide sufficient erosion control to meet ODEQ requirements.

a.	1 EA	Stabilized Construction Entrance	\$ 3,800.00	\$ 3,800.00
b.	6 EA	Inlet Protection Devices	\$ 100.00	\$ 600.00
c.	2 EA	Outlet Protection Devices	\$ 400.00	\$ 800.00
d.	2,210 LF	Silt Fence for Erosion Stabilization	\$ 2.75	\$ 6,077.50

Total Erosion Control Base Bid

\$ 11,277.50

* Crushed rock bedding (or flowable fill) under paved areas to be included in price bid for pipe.

Grand Total Base Bid

\$ 547,091.60

Miscellaneous Unit Prices

Flyash, In	\$	\$	per Ton
Aggregatt	\$	\$	per CY



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 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 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%
		Total	EMR
Estimated number runs FY2016-2017		1294	816
Average cost per run for truck (constant)	\$	29.75	\$ 29.75
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]

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 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



STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 19, 2017
Subject: Annual Endorsement of the City's Code of Ethics

Background:

The City Council adopted the current iteration of the Code of Ethics as the Code of Ethics and Policy Statement for Members of the City Council and the City's boards and commissions by Resolution No. 13-05-01 on May 13, 2013. Section 20 of the Code of Ethics provides that members of the City Council, Planning Commission, Board of Adjustment and any other boards or commissions of the City shall annually review and endorse the Code of Ethics by resolution. The City Council may also consider its own and recommendations from boards and commissions for amending and updating the Code of Ethics as the Council deems necessary and appropriate.

Staff Recommendation:

Staff recommends that the Council approve and adopt Resolution No. 17009, Annual City Council Resolution Of Endorsement Of Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials And Directing Endorsement By All Boards, Commissions And Agencies Of The City Of Glenpool, Pursuant To Section 20 Thereof,

Attachments:

Resolution No. 17009, Annual City Council Resolution Of Endorsement Of Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials And Directing Endorsement By All Boards, Commissions And Agencies Of The City Of Glenpool, Pursuant To Section 20 Thereof.

Resolution No. 13-05-01, A Resolution Amending Section 14 Of The Code Of Ethics And Policy Statement For Elected And Appointed Officials Of The City Of Glenpool, As Adopted By Resolution No. 11-09-02, Dated September 19, 2011, And As Amended By Resolution No. 12-03-01, Dated March 19, 2012, And Adopting A Restated Code Of Ethics And Policy Statement

RESOLUTION NO. 17009

**ANNUAL CITY COUNCIL RESOLUTION OF ENDORSEMENT
OF RESTATED CODE OF ETHICS AND POLICY STATEMENT
FOR ELECTED AND APPOINTED OFFICIALS, AND
DIRECTING ENDORSEMENT BY ALL BOARDS,
COMMISSIONS AND AGENCIES OF THE CITY OF
GLENPOOL, PURSUANT TO SECTION 20 THEREOF**

WHEREAS, Section 20 of the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials (“Code of Ethics), “Implementation,” requires members of the City Council, sitting as Councilors and as members of the Board of Trustees for the City’s various public trust authorities, to review and endorse the Code of Ethics by signature on an annual basis; and

WHEREAS, Section 20 of the Code of Ethics, “Implementation,” requires the City Council to direct members of the Planning Commission and Board of Adjustment, as well any other administrative bodies of the City, to review and endorse the Code of Ethics by signature on an annual basis.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL THAT:

Section 1.

Each member, in their respective capacities identified below, shall sign the following endorsement below affirming that they have had the opportunity to review the foregoing Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool, as required annually, and they reaffirm that they have read, understand and agree to comply with the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool.

I have read, I understand and I agree to comply with the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool.

Hon. Timothy Lee Fox, Mayor
Chair of the Glenpool Utility Service Authority,
Glenpool Industrial Authority and Glenpool
Cemetery Trust

Date

Hon. Momodou Ceesay, Vice-Mayor
Vice-Chair of the Glenpool Utility Service

Date

Authority, Glenpool Industrial Authority and
Glenpool Cemetery Trust

Councilor Brandon Kearns,
Member of the Glenpool Utility Service
Authority, Glenpool Industrial Authority and
Glenpool Cemetery Trust

Date

Councilor Trish Agee
Member of the Glenpool Utility Service
Authority, Glenpool Industrial Authority and
Glenpool Cemetery Trust

Date

Councilor Jacqueline Triplett-Lund
Member of the Glenpool Utility Service
Authority, Glenpool Industrial Authority and
Glenpool Cemetery Trust

Date

Section 2. Members of City boards and commissions, to include without limitation the Planning Commission and Board of Adjustment, shall be provided the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool and requested to affirm the same by the following endorsement.

Hon. Richard Watts
Chair of the Glenpool Planning Commission
and the Glenpool Board of Adjustment

Date

Hon. Joyce Calvert
Vice-Chair of the Glenpool Planning Commission
and the Glenpool Board of Adjustment

Date

Shayne Buchanan
Member of the Glenpool Planning Commission
and the Glenpool Board of Adjustment

Date

Howard Nelson
Member of the Glenpool Planning Commission
and the Glenpool Board of Adjustment

Date

Debra Cutsor
Member of the Glenpool Planning Commission
and the Glenpool Board of Adjustment

Date

The foregoing Resolution No. 17009, Annual City Council Resolution Of Endorsement Of Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials And Directing Endorsement By All Boards, Commissions And Agencies Of The City Of Glenpool, Pursuant To Section 20 Thereof, is hereby adopted by the City Council of Glenpool on this 19th day of June 2017.

CITY COUNCIL

Hon. Timothy Lee Fox, Mayor

Date

ATTEST:

Susan White, City Clerk

Date

Approved as to Form and Substance:

Lowell Peterson, City Attorney

Date

RESOLUTION NO. 13-05-01

A RESOLUTION AMENDING SECTION 14 OF THE CODE OF ETHICS AND POLICY STATEMENT FOR ELECTED AND APPOINTED OFFICIALS OF THE CITY OF GLENPOOL, AS ADOPTED BY RESOLUTION NO. 11-09-02, DATED SEPTEMBER 19, 2011, AND AS AMENDED BY RESOLUTION NO. 12-03-01, DATED MARCH 19, 2012, AND ADOPTING A RESTATED CODE OF ETHICS AND POLICY STATEMENT

WHEREAS, the Glenpool City Council established a Code of Ethics and Policy Statement for Members of the City Council and the City's boards and commissions by adoption of Resolution No. 11-09-02 on September 19, 2011;

WHEREAS, the Glenpool City Council amended Section 5 of the Code of Ethics by adoption of Resolution No. 12-03-01 on March 19, 2012; and,

WHEREAS, the Glenpool City Council now desires to amend Section 14 for the purpose of providing that the City shall pay costs incurred by Council Members when attending the statutorily mandated Institute for Municipal Officials and such other training and seminar opportunities as they may deem appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA THAT:

The City Council of the City of Glenpool, Oklahoma hereby adopts a Restated Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool, as follows:

POLICY PURPOSE

The Glenpool City Council has adopted this Code of Ethics and Policy Statement for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

POLICY STATEMENT

Preamble

Residents and businesses of Glenpool are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Glenpool's commitment to the effective functioning of democratic government, this Policy therefore requires that:

- Public officials comply fully and faithfully with all laws and policies affecting the operations of government;
 - Public officials be independent, impartial and fair in their judgment and actions;
 - Public office be used for the public good, not for personal gain; and
 - Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.
1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Glenpool and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Glenpool City Council, boards and commissions.
 2. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Oklahoma and the City of Glenpool in the performance of their public duties. These laws include, but are not limited to: the United States and Oklahoma constitutions; the Glenpool City Code of Ordinances; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and, in particular, Title 11, Article X of the Oklahoma Statutes pertaining to the powers and duties of the Council in the Council – Manager form of government.
 3. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.
 4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.
 5. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. This includes a prohibition against text messaging or otherwise conducting private conversations outside the hearing of the public. It further includes a prohibition against all use of cellular telephones by Members of the Council during any public meeting except with respect to emergency situations, as determined by each Member acting in good faith.
 6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
 7. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions and which they may have received from sources outside of the public decision-making process.
 8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or

personal relationship which may give the appearance of a conflict of interest. In accordance with the law and as pertinent to matters under consideration, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist. Because such conflicts inevitably arise at some point, when these issues exist, it is imperative that members mitigate those issues properly.

- 9. Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
- 10. Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other private interests.
- 11. Use of Public Resources.** Members of the City Council, although not members of boards or commissions, shall each be entitled to a single drawer file cabinet to be selected and located by the City Manager in a way that facilitates their service to the public. Assignment and use of such cabinets shall be on a strictly equal basis among all Council members. No Council member shall be provided an office at City Hall or any other City facility, nor will any Council member be issued key(s) to City Hall or any other City facility. Members shall not use public resources that are not equally available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
- 12. Open Record Issues.** It is imperative for all Council, board and commission members to maintain a conscientious awareness that *ALL* written communications coming into their possession or control, regardless of the medium and subject to only limited exceptions, are public records and subject to the Open Records Act if they pertain to: (i) the transaction of public business; (ii) the expenditure of public funds, or (iii) the administering of public property. Technology allows written words to be distributed wide and far. All written notes, text messages and e-mail messages must be treated as potentially public communications, which also means maintaining and/or disclosing them in accordance with applicable law.
- 13. Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- 14. Expenses.** All non-recurring expenses for which one or more Council, board or commission member(s) expects direct payment by the City and/or to be reimbursed by the City for any or all related costs, must be approved by the Council, board or commission, *before* such non-recurring expense is incurred. *Provided that*, the Council has and does hereby ratify its endorsement that the City shall, without further Council action needed, undertake the payment of all costs incurred by members of the City Council to attend the Institute for Municipal Officials mandated by 11 O.S. § 8-114, and such other training and seminar opportunities as they deem appropriate for the purpose of advancing their knowledge and skills in the performance of their official duties, to

include registration, travel, meals and overnight accommodations (if more than 50 miles from Glenpool, but only within the State of Oklahoma, and any session concludes later than 4:30 p.m.).

- 15. Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Glenpool, nor will they allow the inference that they do.
- 16. Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Glenpool city government as outlined by Title 11, Article X of the Oklahoma Statutes. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except for the purpose of limited verbal inquiry, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions. In particular, it is expressly prohibited for Council members to: (i) participate in any manner in internal personnel decisions of any kind; and (ii) direct the functions or duties of staff members who are subordinate to the City Manager in daily administrative matters. (This does not limit the right of Council, board or commission members to consult with the City Attorney regarding the legal propriety of any action taken or contemplated.) In general members will strive to conduct all communications through the City Manager unless such inquiry will require less than one hour's response on the part of the employee. Requests or inquiries requiring more than one hour will be placed on the agenda for Council, board or commission consideration. All inquiries from members directly to staff should be communicated in writing if possible, and employees will be expected to respond to the entire Council when answering.
- 17. Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings. If a Council, board or commission member does have legitimate reason to appear before another of these agencies, the member must clearly state whether her/his statement reflects personal opinion or the official position of the Council, board or commission of which such person is a member.
- 18. Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and shall in no way create the perception of inappropriate direction to staff.
- 19. Contact with Media.** In most cases, members are encouraged to give no comment to media and refer members of media to City staff who are responsible for the matter under consideration. When giving a statement is necessary or appropriate, it is imperative to remember that the promise any statement is "off the record" is only as good as the memory or character of the reporter. Words and expressions must be chosen with great care to avoid misunderstandings or misconstructions.
- 20. Implementation.** As an expression of the standards of conduct for members expected by the City, the Glenpool Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in the regular orientation for candidates for City Council, applicants to

board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood this City of Glenpool Code of Ethics and Policy Statement. In addition, the Code of Ethics shall be annually reviewed and endorsed by the City Council and boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

21. Compliance and Enforcement. The Glenpool Code of Ethics expresses standards of ethical conduct expected for members of the Glenpool City Council, boards and commissions. Members themselves have the primary responsibility to enforce compliance with these ethical standards and thereby help to ensure that they are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The second in line, when the Mayor's or a chair's actions come into question, would assume the duty of intervening. The City Council may impose various sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment.

And it is further resolved that, in connection with the foregoing reinstatement, the Code of Ethics and Policy Statement does and shall read as set forth above until such time as the same is further amended or repealed.

ADOPTED and **APPROVED** by the Council of the City of Glenpool, this 13th day of May 2013.

THE CITY OF GLENPOOL, OKLAHOMA

/s/

Momodou Ceesay, Mayor

ATTEST:

/s/

Susan Clerk, City Clerk

[SEAL]

APPROVED AS TO FORM:

/s/

Lowell Peterson, City Attorney



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 19, 2017
Subject: Assignment of EMS Facility Lease from City to GIA

Background:

As then owner of the Emergency Medical (Ambulance) Service Facility, located at 14522 S. Broadway, Glenpool, OK 74033, (the "EMS Facility"), the City entered a Lease Agreement of the EMS Facility with Centurion Health Systems, Inc., d/b/a Mercy Regional of Oklahoma, as the contracted Ambulance Service Provider for the Glenpool Emergency Medical Service District, on June 6, 2016. Following a protracted foreclosure action against Guardian EMS, the former Ambulance Service Provider and defaulted mortgagor of the EMS Facility, the City was awarded clear title to the EMS Facility by Sheriff's Deed dated January 5, 2017.

To be consistent with City policy to maintain property that is held for non-municipal/proprietary functions in the name of the Glenpool Industrial Authority, the City deeded the EMS Facility to the GIA by quit claim deed dated March 6, 2017.

It is therefore necessary and appropriate for the City to assign its title and beneficial interest in the Lease Agreement to the GIA.

Staff Recommendation

Staff recommends that the City Council approved and execute the Assignment of Lease Agreement by the City of Glenpool to the Glenpool Industrial Authority.

Attachments

- Assignment instrument
- Lease Agreement as Exhibit A

**ASSIGNMENT OF LEASE AGREEMENT
BY THE CITY OF GLENPOOL TO THE GLENPOOL INDUSTRIAL AUTHORITY**

This Assignment (“**Assignment**”) is made as of the first day of July 2017, by the City of Glenpool, as “**Lessor**” under that certain Lease Agreement (“**Lease Agreement**”) made and entered into as of June 6, 2016, by and between the CITY OF GLENPOOL, OKLAHOMA (“**City**,” or “**Assignor**,” depending on context) and CENTURION HEALTH SYSTEMS, INC., d/b/a MERCY REGIONAL OF OKLAHOMA (“**Lessee**”). This Assignment is for the purpose of assigning all of the City’s title and beneficial interest in said Lease Agreement to the GLENPOOL INDUSTRIAL AUTHORITY, a public trust authority under and pursuant to 60 O.S. §§ 176 – 180.3, of which the City is beneficiary (“**GIA**” or “**Assignee**,” depending on context).

PREMISES

WHEREAS, The City entered the Lease Agreement with Lessee for its lease of the Emergency Medical (Ambulance) Service Facility, located at 14522 S. Broadway, Glenpool, OK 74033, (the “**EMS Facility**”); and

WHEREAS, To be consistent with City policy to maintain property that is held for non-municipal/proprietary functions in the name of the GIA, the City deeded the EMS Facility to the GIA by quit claim deed dated March 6, 2017, and recorded in the land records of the Tulsa County County Clerk on March 8, 2017, as Document #2017020796 ; and

WHEREAS, It is therefore necessary and appropriate for the City as Assignor to assign its title and beneficial interest in the Lease Agreement to the GIA as Assignee.

ASSIGNMENT

WITNESS THAT, For sufficient good and valuable consideration as is hereby received and acknowledged received, Assignor assigns and transfers to Assignee all Assignor’s beneficial interest in that Lease Agreement, dated June 6, 2016, executed by Assignor as Lessor and by Lessee, of the following described Premises:

All of Lots 5 and 6, Block 2, Glenpool Townsite, now City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof, and further known as Commercial Site and

Building in use as Emergency Medical (Ambulance) Service Facility, located at 14522 S. Broadway, Glenpool, OK 74033, together with all right, title, and interest in and to said Lease Agreement, subject to all terms and conditions contained in the Lease Agreement, to have and to hold throughout the term of that Lease Agreement. A copy of the Lease Agreement is attached hereto as **EXHIBIT A** and made a part hereof by reference.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand the day and year above written.

CITY OF GLENPOOL, OKLAHOMA
ASSIGNOR

Timothy Lee Fox, Mayor

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, and for said County and State, on this ____ day of _____ 2017, personally appeared Timothy Lee Fox, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such City of Glenpool, identified as the Assignor therein, for the uses and purposes therein set forth therein..

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires:

Parties: City of Glenpool & Centurion Health Systems, Inc., d/b/a Mercy Regional Of Oklahoma
Third Party Beneficiary: Glenpool Area Emergency Medical Service District (GEMS)
Property: Emergency Medical (Ambulance) Service Facility at 14522 S. Broadway, Glenpool, OK 74033

LEASE AGREEMENT

Basic Agreement Provisions:

PREMISES:	Commercial Site and Building in use as Emergency Medical (Ambulance) Service Facility, located at 14522 S. Broadway, Glenpool, OK 74033
OWNER/ LESSOR:	City of Glenpool 12205 S. Yukon Avenue Glenpool, OK 74033
OCCUPANT/LESSEE:	Centurion Health Systems, Inc., d/b/a Mercy Regional Of Oklahoma 9106 N. Garnett Rd PO Box 2398 Owasso, OK 74055
THIRD PARTY BENEFICIARY:	Glenpool Area Emergency Medical Service District 12205 S. Yukon Avenue Glenpool, OK 74033
ADDRESS OF FACILITY:	14522 S. Broadway Glenpool, OK 74033
EFFECTIVE DATE:	Date that Agreement is executed by the duly authorized officers of the City of Glenpool and Mercy Regional EMS
COMMENCEMENT DATE:	Date that Lessee begins occupancy under the terms and conditions of this Agreement, notwithstanding any prior occupancy permitted the Lessee by the Lessor. For Rental Payment purposes, the Commencement Date is deemed to be June 1, 2016.
TERMINATION DATE:	June 30, 2021, or such other date as may be coterminous with Section 1.05 of the Current EMS Agreement, as the same may be amended.
TERM OF OCCUPANCY:	Commencement of Occupancy through Termination Date
RENEWAL/EXTENSION TERMS:	Lessor and Lessee shall have the option to renew this Agreement upon the expiration of the current Term, and

any subsequent term, as more particularly set out in this Agreement.

RENTAL PAYMENT: \$1,200.00 per month throughout the Term of this Agreement, payable by no later than the 5th day of each month, and such other consideration as is set forth in this Agreement.

ADDITIONAL OBLIGATIONS: Lessee shall pay all utilities supplied to or used or consumed on the Premises by any user of the Premises during the Term of this Agreement; all insurance premiums of every kind affecting the Premises; and all operating and maintenance costs pertaining to the Premises except as otherwise set forth in Articles 3 and 4 of this Agreement.

PERMITTED USE: Emergency Medical (Ambulance) Service pursuant to Ambulance Service Agreement by and among the City Of Glenpool, Mercy Regional of Oklahoma and the Glenpool Area Emergency Medical Service District, effective March 22, 2016.

ACCESS TO PREMISES: Lessee shall have unencumbered access to Premises and privileges attendant thereto immediately, as of the Commencement Date. Access shall be available to Lessee's officers, agents and employees for all purposes consistent with this Agreement and the Ambulance Service Agreement, as defined herein.

IMPROVEMENTS: Lessee shall construct and/or install all improvements to the Premises consistent with and necessary for use of the Premises for its intended use. Any permanent fixtures or alteration of the Premises shall be in accordance with terms, plans, and specifications pre-approved by Lessor and at Lessee's sole cost as specified in this Agreement.

SIGNS: Subject to Lessor's prior written approval and so far as consistent with the Sign Code of the City of Glenpool, Lessee may, at its sole cost and expense, place one or more sign(s) on the exterior of the Premises.

In the event of any conflict between the terms and conditions of these Basic Agreement Provisions and the following Supplemental Agreement Provisions, the terms and conditions of these Basic Agreement Provisions shall control.

LEASE AGREEMENT

Supplemental Agreement Provisions

This Lease Agreement (“**Lease**” or “**Agreement**”) made and entered into as of the date executed by the City of Glenpool (the “**Effective Date**”) by and among the CITY OF GLENPOOL, OKLAHOMA (“**CITY**” or “**Lessor**”) and CENTURION HEALTH SYSTEMS, INC., d/b/a MERCY REGIONAL OF OKLAHOMA (“**MERCY**” or “**Lessee**”), together the “**Parties**,” and for the benefit of the Glenpool Area Emergency Medical Service District (“**GEMS**”).

WHEREAS, GEMS is a duly created and operating emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and by Title 63 (Public Health and Safety), Article 25 (Oklahoma Emergency Response Systems Development Act), Section 1-2515 (Authority to Regulate and Control Ambulance Service Transports) of the Oklahoma Statutes, and was created by vote of the qualified voters of the Glenpool Public School District, which is coterminous with the GEMS District boundaries (“**GEMS Service Area**”), on February 22, 1983; and

WHEREAS, CITY, GEMS and MERCY have entered into a certain Ambulance Service Agreement, effective as of March 22, 2016, (the “**Current EMS Agreement**”), attached hereto and incorporated herein as **Exhibit A** in accordance with which MERCY will provide emergency and non-emergency medical services and qualified medical personnel to residents of the GEMS Service Area; and

WHEREAS, a contingency of the Current EMS Agreement is that the City shall lease certain real property and the improvements thereon to MERCY for use as its EMS ambulance facility, which property is described as “All of Lots Five (5) and Six (6), Block Two (2), GLENPOOL TOWN SITE, NOW CITY OF GLENPOOL, Tulsa County, State of Oklahoma, according to the recorded plat thereof” and also known as the EMS/Firehouse Facility located at 14522 S. Broadway, Glenpool, Oklahoma 74033 (the “**Premises**”).

NOW THEREFORE, for and in consideration of such premises and the terms, covenants and conditions as are herein set forth, the Parties hereby mutually agree as follows:

ARTICLE 1

PREMISES

1.1 Occupancy. Subject to the terms and conditions set forth in this Agreement and in consideration of the mutual covenants herein contained, CITY, in its capacity as Lessor, does hereby lease unto MERCY, in its capacity as Lessee, and MERCY does hereby lease from CITY, the Premises as defined in this Agreement Provisions and as shown on the attached **Exhibit B**.

1.2 Lessor's Reserved Rights. Except to the extent expressly limited herein, CITY reserves full rights to control the Premises (which rights may be exercised without subjecting CITY to claims for constructive eviction, abatement of rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Agreement by CITY:

To enter upon and within the Premises at reasonable hours for reasonable purposes, including inspection of the Premises and monitoring compliance of MERCY with the terms and conditions of the Current EMS Agreement.

In connection with entering the Premises, CITY shall provide reasonable advance notice to MERCY and take reasonable steps to minimize any interference with MERCY's operations.

ARTICLE 2

TERM OF AGREEMENT

2.1 Term. MERCY shall have and hold the Premises for the Term specified in the Basic Agreement Provisions, unless this Agreement is sooner terminated for cause or upon termination of the Current EMS Agreement.

2.2 Renewal Options. CITY and MERCY agree that they shall have the option to renew this Agreement upon the expiration of the current Term and any subsequent term, *provided that* termination of the Current EMS Agreement for any reason stated therein, or otherwise, shall result in the simultaneous termination of this Agreement. Renewal may be for such term and contain such other provisions and conditions as the Parties negotiate prior to the Expiration Date, *provided that* no renewal term shall exceed the term of any renewal of the Current EMS Agreement as provided therein. This Agreement may be renewed for additional five-year terms, *provided that* either party notifies the other at least 90 days prior to the Expiration Date of its intent to renew either of this Agreement or the Current EMS Agreement. Renewal shall be memorialized by the issuance of a subsequent agreement in substantially the form of this Agreement.

2.3 Termination. This Agreement may be canceled by either party with thirty (30) days' notice for any reason or no reason and, in any case, shall terminate simultaneously with termination of the Current EMS Agreement, or any renewal thereof, for any reason. Each party shall further have the right to terminate this Agreement immediately upon the occurrence of any material breach by the other (breaching) party. Materiality shall include any breach that presents a serious risk of injury, mistreatment or death of a patient or presents a substantial likelihood of serious impairment to the rights and powers of the non-breaching party.

ARTICLE 3

RENT

3.1 Base Rent During of Term of Agreement. Lessee shall pay Rent monthly to the name and address specified as the Notice recipient for the CITY identified in Article 18.2. At Lessee's sole discretion, Rent may be paid annually in advance. Rent shall be payable from the Commencement Date through the Term of this Agreement. In the event of a fractional month of occupancy of the Premises, Rent shall be prorated. The parties acknowledge and agree that the Rental Amount shall be a fixed annual amount to be denominated a "Partner Rate" which gives recognition and consideration to the fact that the relationship of the parties has been one of mutual benefit and cooperation since before the Effective Date of this Lease. Such Partner Rate shall be established as follows:

- (a) Base Rent as of Commencement Date: \$1,200 per month, payable monthly or annually at Lessee's sole discretion throughout the Term of this Agreement.
- (b) Notwithstanding the foregoing provision, nothing in this Section 3.1 or elsewhere in this Agreement shall be construed to prevent the parties from negotiating such periodic adjustments to the Rent as reflect the current needs and status of the parties and their relationship each to the other, *provided that* there shall be no increase in rent except as agreed to by both parties.

3.2 Additional Obligations. Additional expenses for which MERCY is solely responsible include: (i) water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by MERCY on the Premises or supplied to it; and (ii) insurance, routine maintenance and upkeep of interior and exterior, including the building, landscaping, roof, HVAC and structure, as more particularly set out in Article 4. Should MERCY default in the timely payment of any such obligations beyond applicable notice and/or cure periods, CITY shall have the same remedies as are available to CITY in the event of a default under the Current EMS Agreement. Timely shall mean within the time stated as due on any statement, bill or invoice for any of the foregoing obligations.

ARTICLE 4

MAINTENANCE AND REPAIR OF PREMISES

4.1 Maintenance and Repair of the Premises.

MERCY agrees, throughout the Term of this Agreement, at MERCY's sole cost, risk and expense:

- (a) To take appropriate and reasonable care of the Premises, including, but not limited to (i) custodial care and replacement of stock or other depleted non-durable items, as generally understood in commercial lease terms; (ii) sightly and sanitary upkeep of the building, furniture and fixtures; and (iii) repair or

replacement of appliances, machinery, equipment and personal property, whether belonging to MERCY or the CITY;

- (b) Except as otherwise set forth in Sections 4.1(e) and 4.3, MERCY shall undertake the repair and maintenance of the Premises, including but not limited to (i) landscaping; (ii) the building frontage and exterior and interior portions of all doors and windows; (iii) all plumbing and sewage facilities serving the Premises (including assuring the free flow of the sanitary sewer line from the building on the Premises to the main line serving the Premises, which main line is solely the responsibility of the CITY); (iv) interior walls, floors and ceilings; and (v) all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances and similar personal property, as needed to keep the Premises in reasonable and appropriate operating order and condition;
- (c) Lessee shall be solely responsible at its cost for all maintenance and repair of any signage on the Premises related to the operation of its business thereon (and shall ensure that all signage complies with the City of Glenpool Zoning Code, Sign Code);
- (d) MERCY shall keep all sidewalk, parking, driveway and common areas in a clean and orderly condition and at all times, free from accumulation of dirt and rubbish. MERCY shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officer, fire marshal, building inspector or other governmental official;
- (e) MERCY shall be responsible for non-routine maintenance and repair of the Premises, to include ensuring the intended operation and function of all appliances, equipment, fixtures and capital improvements owned or installed by CITY, at MERCY's expense, up to a maximum cost of \$1,500 per occurrence. Such non-routine maintenance and repair items as exceed the per occurrence cost of \$1,500 shall, to the extent of such excess, be undertaken by CITY, provided that MERCY shall provide CITY such documentation of the initial \$1,500 cost and the necessity of exceeding that cost as CITY may reasonably request; and
- (f) CITY makes no representation as to the operational capacity of, and assumes no liability for any claim resulting from deficiency in such operating capacity or for the maintenance of, the on-site electrical generator.

4.2 CITY Upkeep. CITY shall, at CITY's expense and upon such schedule as CITY determines in its sole discretion, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of the buildings in the vicinity of the Premises, as well as the quality and condition reasonably expected of the building for its intended use. CITY shall further, at CITY's sole expense, be responsible for repair and maintenance costs resulting from a repair or maintenance that is determined by CITY to be a design or construction defect unless such repair or maintenance is necessitated by actions or inactions of MERCY.

4.3 Limitation of Liability of MERCY.

MERCY shall not be responsible for:

- (a) Expenses that are subject to reimbursement by insurance carriers or other third parties;
- (b) Costs incurred as a result of any improvements to the Premises which shall become permanently affixed to the Premises and shall therefore inure to the benefit of CITY;
- (c) Costs incurred as a result of CITY's order or authorization of expenses with respect to CITY's interest and estate in the Premises, the object of which expenses results in no benefit to MERCY;
- (d) Violation by CITY of any laws, regulations or ordinances or breach of any agreements; and

ARTICLE 5

USE OF PREMISES

5.1 Use of Premises. The Premises shall be used and occupied only for the purposes specified in the Basic Agreement Provisions and in the Current EMS Agreement at **Exhibit A**.

5.2 Compliance with Applicable Law. MERCY shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof relating to medical facility hygiene, the handling, storage, use and disposal of medical waste, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any hazardous substance, toxic material or waste. MERCY shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Premises, including particularly but without limitation medical waste. MERCY shall in all respects comply with the requirements of the Oklahoma Solid Waste Management Act at Title 27A §§ 2-10-101, *et seq.*

ARTICLE 6

ALTERATION AND INSTALLATION OF TRADE FIXTURES

6.1 Alterations. MERCY may from time to time during the term of this Agreement or any subsequent lease agreement, but at MERCY's sole cost, risk and expense, make such alterations or improvements to the Premises as may, in MERCY's opinion, be reasonably necessary or desirable for the conduct or improvement of MERCY's business, provided, that no alteration or change affecting the structural soundness of the Premises shall be made without the prior written consent of CITY. Relocation or removal of non-bearing walls or partitions shall not be deemed a material structural change requiring CITY's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of CITY or not, shall be:

- (a) Made at MERCY's sole cost, risk and expense and CITY shall be held harmless therefrom;

- (b) Made in a good and workmanlike manner;
- (c) Made in compliance with all applicable governmental laws, ordinances, regulations or other requirements;
- (d) Made free of any liens or rights of lien;
- (e) Made using materials of a quality at least equal to that of the original construction; and
- (f) Unless CITY elects otherwise in writing at the time it approves the alteration or improvement, become CITY's property and remain upon and be surrendered with the Premises as a part thereof upon the termination of this Agreement unless superseded by the intended subsequent lease agreement all without reimbursement to MERCY for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the building and related improvements constituting a part of the Premises as such value existed immediately before such change or alteration nor shall the same materially reduce the gross cubic volume of floor area of the building or impair the structural strength thereof nor materially adversely affect the value of the Premises as a whole. Any change, addition or alteration to the Premises shall be subject to inspection at any time and from time to time by CITY or CITY's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by MERCY to undertake any such change, addition or alteration shall be the sole agent of MERCY and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of CITY or as granting any right of lien in and to any part of the Premises. Whether any such alteration, addition or improvement to the Premises is made by MERCY, with or without the consent of CITY, any mechanic's or materialman's lien filed against the Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of MERCY, its agents, employees, contractors or subcontractors shall be discharged of record by MERCY within ten (10) days thereafter at MERCY's sole cost and expense and CITY held harmless therefrom.

6.2 Trade Fixtures. MERCY shall have the right to install in or upon the Premises all trade fixtures, machinery, equipment and personal property which MERCY in its sole judgment deems necessary or desirable in the conduct of its business in or from the Premises. All trade fixtures, machinery and equipment installed or placed by MERCY on the Premises may be removed by it from time to time during the Term of this Agreement or any subsequent lease agreement, and upon the expiration of this Agreement or such subsequent lease, provided, that any damage caused to the Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by MERCY at its sole cost and expense and the Premises restored to the same condition as they were prior to the installation of said property by MERCY, usual wear and tear excepted, and further provided,

that at the time of any such removal MERCY is not then in default in the terms and conditions of this Agreement beyond applicable notice and/or cure periods.

ARTICLE 7

SIGNS

7.1 Erection and Maintenance of Signs. MERCY shall have the right to erect, place and maintain on the Premises at its sole cost, risk and expense any sign or signs designating the name and type of business being conducted on the Premises by MERCY subject to the submission to and approval in writing by CITY of detailed plans for each such sign including the method of attachment of any building sign. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by MERCY at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of MERCY (which shall be at its sole cost, risk and expense), MERCY shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

7.2 Removal of Signs. MERCY at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Premises wherever it appears thereon at the termination of this Agreement or any subsequent lease agreement regardless of how such termination occurs. Installations, modifications, repairs and removal of signs bearing, MERCY's name and logo shall be made by MERCY in such manner as to avoid injury, defacement or overloading of the building and any damages caused by such installation, modification, repair or removal of such signs belonging to MERCY shall be promptly repaired by MERCY at its sole cost and expense.

ARTICLE 8

ASSIGNMENT AND SUBLETTING

8.1 Assignment or Subletting. Except as otherwise permitted by a separate writing executed by CITY, MERCY shall not:

- (a) Assign or in any other manner transfer this Agreement or any estate or interest therein;
- (b) Permit any assignment of this Agreement or any estate or interest therein by operation of law;
- (c) Sublet the Premises or any part thereof;
- (d) Grant any license, concession, or other right of occupancy of any portion of the Premises; or
- (d) Permit the use of the Premises by any parties other than MERCY, its agents and employees, without the prior written consent of CITY, which consent shall not be unreasonably withheld or delayed.

If MERCY requests CITY's consent to an assignment of this Agreement or to a subletting of Premises, MERCY shall give CITY at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, CITY may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event CITY does give its consent to an assignment of this Agreement or a subletting of the Premises, MERCY shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of CITY, any cost of renovation, altering, or decorating the Premises for a new occupant, and any leasing brokerage fees.

ARTICLE 9

TAXES AND ASSESSMENTS

9.1 Impositions. CITY is a tax exempt entity and, as such, no taxes or other impositions related to the Premises shall be due or payable from MERCY.

9.2. MERCY's Fixtures. Each calendar year MERCY shall identify all of its fixtures and equipment with applicable taxing authorities and shall pay taxes assessed thereon prior to delinquency. MERCY's taxes shall include all general and special taxes, including ad valorem taxes, assessments for local improvements and other governmental charges that are imposed upon fixtures and equipment of any type and all personal property in the Premises, and all license fees imposed upon the business of MERCY conducted within the Premises. MERCY may, with CITY's consent, which consent shall not be unreasonably withheld, contest payment of such taxes to the extent permitted by the laws of the State of Oklahoma so long as the validity or amount thereof is contested in good faith and so long as such does not create a lien on the Premises. Prior to delinquency, MERCY shall deliver to CITY copies of paid tax receipts or other proof satisfactory to CITY evidencing the payment of all such taxes or proof as such are being contested in the manner set forth above.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

10.1 Casualty Insurance. MERCY agrees, at MERCY's sole cost and expense, to keep the Premises insured at all times during the Primary Term of this Agreement and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the Building and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. MERCY specifically agrees that among the hazards and risks to be insured

against in the subject policy shall be flood (if required), malicious mischief and vandalism. MERCY shall endorse its insurance policies to name CITY as additional insured.

10.2 Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Primary Term of this Agreement and any renewals and extensions thereof, to maintain for the mutual benefit of CITY and MERCY, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Premises or occurring or arising out of the use or occupancy of the Premises by MERCY, in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. MERCY shall endorse its insurance policies to name CITY as an additional insured. The general public liability insurance policy to be maintained by MERCY may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by MERCY.

10.3 Workers' Compensation and Employer's Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain statutory Worker's Compensation Insurance to the extent required by the Administrative Workers' Compensation Act at Title 85A of the Oklahoma Statutes, and Employer's Liability Insurance limits covering Bodily Injury by Accident - \$500,000.00 each accident; Bodily Injury by Disease - \$500,000.00 policy limit; Bodily Injury by Disease - \$500,000.00 each employee. The Workers' Compensation Insurance and Employer's Liability Insurance to be maintained by MERCY may provide for a deductible or self-insured retention to the extent customarily provided for on insurance maintained by MERCY. If MERCY has documentation that indicates that it is exempt from Administrative Workers' Compensation Act liability insurance and has attached said documentation to this Agreement document.

10.4 Business Automobile Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain business automobile liability insurance on a standard form approved by the Oklahoma Department of Insurance, written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.

10.5 Professional Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain Professional Liability Insurance with policy limits of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate.

10.6 Nature of Insurance Policies. All insurance provided for in this Article 10 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon execution of this Agreement, CITY and MERCY shall each deliver to the other certificates duly issued by the respective insurers evidencing that all insurance required

to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will provide prior written notice of at least thirty (30) days' notice in the event of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each of CITY and MERCY reflecting thereon that all premiums therefor have been fully and timely paid.

10.7 Conditions of Policies. The general liability insurance required to be maintained by MERCY hereunder shall designate CITY as an additional insured as its respective interests may appear and may be carried under blanket policies maintained by MERCY if such policies comply with the provisions of this Article 10. The fire and extended coverage policy to be maintained by CITY hereunder may provide for such deductible as is customarily provided for insurance maintained by CITY with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall:

- (a) Contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Premises with loss payable to such holder or holders for application as provided in Article 11 below;
- (b) Provide for the benefit of CITY, MERCY and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and
- (c) Shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the hazards or risks involved, whether collectible or not.

All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of CITY or any occupant of the Premises which might otherwise result in a forfeiture of said insurance.

10.8 Adjustment of Losses. Any loss under any fire and extended coverage policy or policies provided for in this Article 10 shall be adjusted with the insurance company or companies by CITY and MERCY and the loss as so adjusted shall be paid to CITY and deposited and held by CITY in a special trust account for use as provided by the terms of Article 11 below.

10.9 Indemnification of CITY. MERCY hereby agrees fully to indemnify and defend CITY and save CITY harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or arising, directly or indirectly, from the condition, occupancy or use by MERCY of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of MERCY, its agents or

employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of CITY or CITY's agents, invitees or employees.

CITY shall indemnify MERCY and save MERCY harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with CITY's acts or omissions, or the acts or omissions of CITY's employees, invitees, agents, or contractors, on or about the Premises.

10.10 MERCY's Insurance on Its Property. MERCY shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. MERCY assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of CITY or CITY's agents.

10.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Agreement shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured Party.

ARTICLE 11

Damage or Destruction of Building and Related Improvements

11.1 Repair or Replacement of Building and Related Improvements. In the event that the building or any related improvements presently forming a part of the Premises shall be damaged or destroyed, regardless of the cause therefore, MERCY covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of MERCY or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, MERCY agrees:

- (a) No such work shall be undertaken until MERCY shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof;
- (b) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in compliance with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the

Board of Fire Underwriters or such other body exercising similar functions and upon completion, CITY, upon written request from MERCY, shall furnish MERCY with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and

- (c) If any materialman's or mechanic's or other liens are filed against the Premises by reason of any such work set forth above, such lien shall be discharged of record by CITY within thirty (30) days after the filing thereof by payment or bonding as required by law.

11.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Premises, all insurance money recovered by CITY/MERCY or its mortgagee on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by CITY/MERCY and used by CITY/MERCY from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

11.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article 11, if, within one (1) year prior to the expiration of the Term of this Agreement or during any subsequent lease agreement, the building shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the floor area of the building untenable, and provided that at the time of such destruction or damage MERCY shall not be in default hereunder beyond any applicable notice and/or cure periods, MERCY shall have the option of:

- (a) Causing CITY to restore, repair, replace, rebuild or alter the building and related improvements as, provided, MERCY advises CITY in writing of its intent to exercise its option to renew the Agreement; or
- (b) Of terminating this Agreement, PROVIDED, MERCY shall, within ninety (90) days after such destruction or damage, give CITY notice as of the date, to be specified in said notice, which date shall not be less than ten (10) days from the date of said notice, that MERCY elects to terminate this Agreement or any subsequent lease agreement. In the event of such termination, CITY shall not be required to restore, repair, replace, rebuild or alter the building and related improvements or to pay the cost thereof.

If MERCY does not elect to cause CITY to restore the building and related improvements but instead to terminate this Agreement or any subsequent lease agreement, MERCY will nevertheless be obligated upon such termination to assist CITY in recovery of the proceeds of CITY's insurance covering the building and improvements. MERCY's right to terminate this Agreement as in this Section provided shall be subject to the condition that MERCY pay all rents and all other financial obligations payable by MERCY hereunder up to the date specified in the notice of termination given by MERCY to CITY, such payment to be made simultaneous with the giving of such notice of termination.

11.4 Release of MERCY's Obligations. Except as otherwise specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Premises from whatsoever cause shall operate to terminate this Agreement or to relieve or discharge MERCY from its liability to pay all Rents and financial obligations payable under the terms of this Agreement or to relieve MERCY from any of its other obligations hereunder and MERCY waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Agreement or possession of the Premises or any part thereof or to obtain any suspension, diminution, abandonment or reduction of Rent on account of any such loss, damage or destruction to the Premises or any property of MERCY, except to the extent CITY shall have received insurance proceeds for such Rent or as expressly provided in this Agreement.

ARTICLE 12

Subordination; Non Disturbance

12.1 Subordination to Mortgage; Non-disturbance of MERCY. CITY hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Agreement and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by CITY upon the Premises or any part thereof. MERCY agrees to execute and deliver any other or further instrument which may be reasonably required by CITY or any mortgagee of CITY in confirmation of such subordination promptly upon CITY's request. Provided, CITY will arrange with the holder of any such mortgage for a written agreement that, if by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Premises, it will not disturb the possession, use or enjoyment of the Premises by MERCY or disaffirm this Agreement or MERCY's rights or estate hereunder so long as MERCY is not in default in any material respect in its covenants, agreements and obligations contained in this Agreement beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of MERCY herein are timely and fully performed strictly in accordance with the terms and conditions of this Agreement.

12.2 Attornment by MERCY. MERCY shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as MERCY's lessor under this Agreement, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 13
Estoppel Certificate

13.1 Execution and Delivery of Estoppel Certificate. MERCY agrees that, throughout the Term of this Agreement or any subsequent lease agreement, within fifteen (15) days of request by CITY or a mortgagee of CITY or a prospective purchaser of the Premises, it will sign and deliver a certificate stating in substance (if such be the case):

- (a) The Agreement is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by MERCY or the certificate shall so state);
- (b) Copies of the Agreement and any modifications have been provided to MERCY;
- (c) MERCY has accepted possession and now conducts business in the Premises;
- (d) All conditions of the Agreement to be performed by CITY prerequisite to the full effectiveness of the Agreement have been satisfied;
- (e) That MERCY has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Agreement as of the date of such certificate;
- (f) That MERCY has no knowledge of any default by MERCY or CITY in the terms of this Agreement (unless such a default exists in which case the same shall be detailed in such certificate); and
- (g) Such other and further reasonable information as CITY or a mortgagee of CITY or a prospective purchaser of the Premises may specifically request of MERCY.

It is specifically understood and agreed by MERCY that after delivery of such certificate by it, MERCY will be estopped from asserting any claim or defense known to MERCY prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 14
CITY and CITY's Mortgagee's Right to Perform
MERCY's Covenants

14.1 Right to Perform MERCY's Covenants. MERCY agrees that, if it shall at any time fail to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of MERCY agreed by it herein to be made or performed, then CITY or any mortgagee of CITY may, but shall not be obligated to do so, and without further notice to or demand upon MERCY and without waiving or releasing MERCY from any obligations of MERCY

contained in this Agreement and without waiver of any other remedy or right granted CITY by the terms of this Agreement:

- (a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or
- (b) Discharge any lien of any character permitted to be filed against the Premises by MERCY and not discharged by it as herein provided; or
- (c) Make any other payment or perform or oppose to be performed any other act on MERCY's part to be made or performed as in this Agreement provided.

All sums so paid by CITY or CITY's mortgagee and all costs and expenses incurred by CITY or CITY's mortgagee in performing or causing to be performed acts on MERCY's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by CITY or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per annum from the date of making such expenditure by CITY or its mortgagee, at the option of CITY or its mortgagee, shall be payable by MERCY to CITY or to CITY's mortgagee, whichever is applicable, as additional rent hereunder and shall be due and payable on demand, and MERCY agrees to pay any such sum or sums with interest as aforesaid. CITY shall have, in addition to any other right or remedy of CITY granted by law, the same rights and remedies in the event of nonpayment of any such additional rent by MERCY as in the case of default by MERCY in the payment of rent payable under the terms hereof. Neither CITY nor CITY's mortgagee shall be required to inquire into the correctness of the amount or validity of any obligation or lien which may be paid by CITY or its mortgagee hereunder and shall have full authority in CITY's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

ARTICLE 15

Default of MERCY

15.1 Events of Default. The following events shall be deemed to be Events of Default by MERCY under this Agreement:

- (a) MERCY shall fail to pay when due any rents or installments or MERCY shall fail to comply with any term, provision or covenant of this Agreement other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to MERCY, or, having so commenced to correct such failure, neglects and fails to prosecute such correction continuously with due diligence to completion; or
- (b) MERCY shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of MERCY or of all or substantially all of its assets or

- (c) MERCY shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due; or
- (d) MERCY shall make a general assignment for the benefit of its creditors; or
- (e) MERCY shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; or
- (f) MERCY shall file an answer admitting the material allegations of a petition filed against MERCY in any bankruptcy, reorganization or insolvency proceedings; or
- (g) If a levy under execution or attachment shall be made against MERCY or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy; or
- (i) If an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating MERCY a bankrupt or insolvent, or approving a petition seeking reorganization of MERCY or appointing a receiver, trustee or liquidator of MERCY, or of all or substantially all of its assets, and such order, judgment or decree shall continue un-stayed and in effect for any period of sixty (60) or more consecutive days.

15.2 Remedies of CITY. Upon the occurrence of any of the aforesaid Events of Default, CITY shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

- (a) Terminate this Agreement, in which event MERCY shall immediately surrender the Premises to CITY and, if MERCY fails to do so, CITY may, without prejudice to any other remedy which CITY may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove MERCY and any other person who may be occupying the Premises or any part thereof; and MERCY agrees to pay to CITY on demand the amount of all loss and damage which CITY may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remodeling or redecorating of the Building forming a part of the Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which CITY may suffer by reason of such termination or
- (b) Without terminating this Agreement, enter upon and take possession of the Premises and expel or remove MERCY and any other person who may be occupying the Premises or any part thereof and re-let the Premises and receive the rent therefor; and MERCY agrees to pay to CITY on demand any deficiency that may arise by reason of such re-letting together with all costs and expenses incurred by CITY in real estate commissions, remodeling or renovation of the Premises or otherwise; or

- (c) Without terminating this Agreement, enter upon the Premises and do whatever MERCY is obligated to do under the terms of this Agreement, and MERCY agrees to reimburse CITY immediately on demand for any expenses which CITY may incur in thus effecting compliance with MERCY's obligations under this Agreement, together with interest thereon as in this Agreement provided and MERCY further agrees that CITY shall not be liable for any damages resulting to MERCY from such action, whether caused by the negligence of CITY, or CITY's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to CITY hereunder or of any of the damages accruing to CITY by reason of the violation of any of the terms, provisions and covenants herein contained. CITY shall take reasonable steps to mitigate CITY's damages. Failure or delay by CITY to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

15.3 Remedies Cumulative. The specific remedies to which CITY may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which CITY may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement. The failure of CITY to enforce in any one or more cases the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by CITY of rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Agreement provided, CITY shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by MERCY of any of the covenants, conditions or provisions of this Agreement or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, MERCY hereby waives the defense that CITY has a speedy or adequate remedy at law.

15.4 Attorney Fees. If on account of any breach or default by MERCY in its obligations under the terms and conditions of this Agreement, it shall be reasonably necessary or prudent for CITY to employ an attorney to enforce or defend any of CITY's rights or remedies hereunder, MERCY agrees to pay any reasonable attorney's fees incurred by CITY in such connection. Likewise, MERCY agrees to pay all costs, charges and expenses which may be incurred by CITY in the enforcement of MERCY's obligations hereunder or in pursuit of any remedies granted CITY herein or by law.

ARTICLE 16
Default of CITY

16.1 Events of Default. If CITY shall fail to perform any term or provision under this Agreement required to be performed by CITY, CITY shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by MERCY; provided, if the nature of CITY's failure is such that more than thirty (30) days are reasonably required in order to cure, CITY shall not be in default if CITY commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for CITY to cure shall be extended for any period of time during which CITY is delayed in, or prevented from, curing due to fire or other casualty, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by MERCY or other Persons, and other causes beyond CITY's reasonable control.

16.2 Limitation of Damages. MERCY agrees to look solely to CITY's interest in the Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against CITY. Neither CITY nor any member, owner, officer or director of CITY shall ever be personally liable to MERCY for the payment of any monetary judgment of MERCY or any costs or attorney's fees thereon. This provision does not limit any right that MERCY might otherwise have to obtain injunctive or other relief so long as such relief would not require CITY to respond in monetary damages from assets other than CITY's interest in the Premises. In no event shall CITY or any agent, officer or employee of CITY be liable to MERCY for any indirect, special or consequential damages.

ARTICLE 17
Miscellaneous Provisions

17.1 Holding Over. If MERCY remains in possession of the Premises or any portion thereof after the expiration of this Agreement, and without the execution of a new lease agreement, it shall be deemed to be occupying the Premises as a tenant from month to month but subject to all of the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month to month tenancy, save and except that, during such holdover period, monthly rent installments shall be in an amount equal to one hundred fifty percent (150%) of the monthly rent installment payable for the last calendar month of the Term of this Agreement, and save and except that MERCY shall not be entitled to any renewal rights which may be contained in this Agreement or any subsequent lease agreement. The foregoing provision shall not serve as permission for MERCY to hold-over nor serve to extend this Agreement.

17.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either Party to another and any

exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either:

- (a) Personally delivered to the intended recipient(s) at the addresses specified below;
- (b) Sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient(s) at the address specified below; or
- (c) Deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient(s) at the address specified below.

Notices shall be deemed effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this Section 178.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular Party whose address is to be changed):

LESSOR: City of Glenpool
Attn: City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033

LESSEE: Centurion Health Systems, Inc., d/b/a Mercy Regional of
Oklahoma
Attn: Director
9106 N. Garnett Rd
PO Box 2398
Owasso, OK 74055

17.3 Applicable Law. This Agreement shall be governed by and enforced and construed under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Agreement shall be conclusively deemed to have been prepared jointly by the Parties hereto and not by any one party to the exclusion of the other Parties hereto.

17.4 Recording – Memorandum of Agreement. This Agreement shall not be recorded but, at the request of either CITY or MERCY, the other party shall execute, acknowledge before a notary public and deliver a memorandum of lease that may be recorded.

17.5 Insufficient Payment or Delay in Payment of Rent or Other Financial Obligations. No payment by MERCY or receipt by CITY of a lesser amount than the rent or other financial obligations herein agreed to be paid by MERCY shall be deemed to be other than on account of the earliest rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or other form of payment by MERCY to CITY shall be deemed an accord and satisfaction and CITY may accept such check or other form of payment without prejudice to CITY's right to recover the balance of such rent or other financial obligation or pursue any other remedy in this Agreement or by law provided.

17.6 Quiet Enjoyment. Upon payment by MERCY of all rents payable hereunder and observance and performance of all its covenants and agreements herein contained, MERCY shall peaceably and quietly hold and enjoy the Premises for the term herein demised without hindrance or interruption by CITY or any person or entity claiming by, through or under CITY subject, nevertheless, to the terms and conditions of this Agreement.

17.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by each and both parties of each and every term, covenant and condition of this Agreement.

17.8 Entirety. This Agreement constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Agreement supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

17.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless such waiver is in writing duly executed and dated by the Party or Parties sought to be charged therewith.

17.10 Duplicate Originals. Any fully executed copy of this Agreement shall be deemed for all purposes as a duplicate original.

17.11 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

17.12 Partial Invalidity. If any provision(s) of this Agreement or the application thereof to any Party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any Party to this Agreement.

17.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

17.14 Approval or Consent. Except as provided otherwise in this Agreement, in any event in which CITY or MERCY is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

17.15 Representations and Warranties.

(a) CITY represents and warrants that:

- (i) CITY holds fee simple title to the Premises;
- (ii) CITY has the authority to enter into this Agreement and the officer signing this Agreement on behalf of CITY has the power and authority to sign this Agreement on behalf of CITY. No consent of any third party is required in order for CITY to enter into this Agreement and perform CITY's obligations hereunder;
- (iii) Neither the execution nor delivery of this Agreement by CITY nor the performance by it pursuant to this Agreement of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which CITY is a party;
- (iv) There are no zoning ordinances or building or use restrictions affecting the Premises that would interfere with the use of the Premises for the purposes permitted by this Agreement; and
- (v) There are no underlying or superior leases with respect to the Premises.

(b) MERCY represents and warrants that:

- (i) MERCY has the authority to enter into this Agreement and the officer signing this Agreement on behalf of MERCY has the power and authority to sign this Agreement on behalf of MERCY. No consent of any third party is required in order for MERCY to enter into this Agreement and perform MERCY's obligations hereunder;
- (ii) Neither the execution nor delivery of this Agreement by MERCY nor the performance by in pursuant to this Agreement of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which MERCY is a party; and
- (iii) There are no actions or proceedings pending or to MERCY's knowledge, threatened against MERCY which may in any manner whatsoever affect the validity or enforceability of this Agreement.

***[Signatures on Following Page
Remainder of this Page Intentionally Blank]***

IN WITNESS WHEREOF, this Agreement has been executed as noted below, and effective as of the signed by the City of Glenpool.

LESSOR:

City of Glenpool



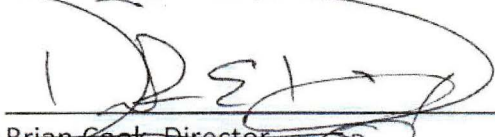
Timothy L. Fox, Mayor



Date

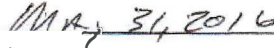
LESSEE:

Centurion Health Systems, Inc., d/b/a Mercy Regional of Oklahoma



Brian Cook, Director

Duke Dixon, President.



Date

ATTEST:



Susan White, City Clerk

APPROVED AS TO FORM:



Lowell Peterson, City Attorney





STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 19, 2017
Subject: Employment Agreement with the Judge of the Glenpool Municipal Court

Background:

The City Council has determined by resolution, as required by 11 O.S. § 27-102, that the efficient disposition of cases involving the violation of municipal ordinances necessitates putting the City of Glenpool Municipal Court into operation. The City requires the services of a licensed member in good standing of the Oklahoma Bar Association, and a resident of Tulsa County, to perform the duties of Judge of the City of Glenpool Municipal Court. George Miles' law firm is capable of and desires to continue providing his services as a qualified attorney to perform the duties of Judge of the City of Glenpool. The attached Agreement for Judicial Services is to secure and retain the services of the law firm as the judicial appointment for the City of Glenpool Municipal Court and to provide consideration for the law firm's promise to provide a qualified Municipal Court Judge. The Agreement also provides a fair and reasonable means for either party to terminate such services either upon expiration of the term or if the law firm is for any reason unable to fully discharge the obligations of this Agreement, as provided by Rule 1.16 of the Oklahoma Rules of Professional Conduct (governing the termination of attorney-client relationship).

Staff Recommendation:

Staff recommends that the Council approve the two-year renewal of its Agreement with George M. Miles, P.C., for the provision of judicial services.

Attachment:

Agreement for Judicial Services, with the law firm of George M. Miles, P.C., for the term of July 1, 2017 – June 30, 2019, for the compensation of \$15,000 per year.

AGREEMENT FOR JUDICIAL SERVICES

THIS AGREEMENT ("**Agreement**"), made and entered into with an effective date of July 1, 2017, by and between the City of Glenpool, an Oklahoma municipal corporation and operator of the City of Glenpool Municipal Court as a court not of record, in accordance with 11 O.S. §§ 27-101 through 27-132 and Title 11 (Administration), Chapter 11 (Municipal Court) of the Code of Ordinances of the City of Glenpool, ("**City**") and the law firm of George M. Miles, P.C., 1700 S.W. Boulevard, Tulsa, Oklahoma, 74107 ("**Law Firm**").

WHEREAS, the City Council of the City has determined by resolution, as required by 11 O.S. § 27-102, that the efficient disposition of cases involving the violation of municipal ordinances necessitates putting the City of Glenpool Municipal Court into operation and has caused a certified copy of such resolution to be filed in the office of the Tulsa County Clerk; and

WHEREAS, the City requires the services of a licensed member in good standing of the Oklahoma Bar Association, and a resident of Tulsa County, to perform the duties of Judge of the City of Glenpool Municipal Court; and

WHEREAS, the Law Firm is capable of and desires to provide the services of such a qualified attorney to perform the duties of Judge of the City of Glenpool; and

WHEREAS, the City desires to contract with the Law Firm to provide such services, as follows:

To secure and retain the services of the Law Firm as the judicial appointment for the City of Glenpool Municipal Court and to provide consideration for the Law Firm's promise to provide a qualified Municipal Court Judge.

To provide a fair and reasonable means for either party to terminate such services either upon expiration of the Term, as defined herein, or if the Law Firm is for any reason unable to fully discharge the obligations of this Agreement, or otherwise as provided by Rule 1.16 of the Oklahoma Rules of Professional Conduct (governing the termination of attorney-client relationship).

THEREFORE, in consideration of the foregoing premises and the terms and conditions provided herein, the parties agree as follows:

1. RETAINER – CONTRACT FOR LEGAL SERVICES.

City of Glenpool is contracting with the Law Firm to provide a licensed member of the Bar in good standing to serve as Municipal Court Judge. The terms of such retainer shall be as set forth herein and subject to Rule 1.13, Comment 9, governing the attorney-client relationship when the client is a government agency; *provided that*, the parties to this Agreement acknowledge, accept and agree that the scope of legal services provided by this Agreement is limited to providing such person to serve as Municipal Court Judge and does

not extend to representation of the City of Glenpool or any of its public trust authorities, or either of their agents, employees or officers in any legal transaction or proceeding.

The parties further acknowledge, accept and agree that any person serving as Municipal Court Judge provided by the Law Firm shall for all accounting, payroll and other legal purposes be deemed an employee of the Law Firm and not as an employee of the City.

2. DUTIES OF MUNICIPAL JUDGE.

The Municipal Court Judge provided to the City shall perform the following services:

Convene court in accordance with a published calendar of court dates and times, a copy of which shall be on file with the City of Glenpool Court Clerk, along with the docket schedule for such dates and times. The Municipal Court Judge shall have discretionary authority to amend such calendar or docket schedule, subject to approval by the City Manager of the City of Glenpool, provided that the Municipal Court shall be in session with a Municipal Court Judge designated by the Law Firm presiding at least three sessions per month to provide for juvenile arraignments, adult arraignments and trials, if any.

Administer oaths, keep and preserve such records of the court as are mandated by law.

Approve all recognizances and bonds to which persons charged with, or convicted of misdemeanor or administrative violations of the Code of Ordinances of the City of Glenpool, may be admitted and determine and fix the amount thereof.

Accept pleas, enter or defer judgments and impose or defer sentences with respect to adult and juvenile defendants who appear in the municipal court for misdemeanor and administrative violations of the Code of Ordinances of the City of Glenpool Employee.

Have and exercise such other general judicial powers as are possessed by a judge of the Tulsa County District Court or as conferred by 11 O.S. §§ 27-101 through 27-132.

3. TERM/RENEWAL/TERMINATION/REMOVAL.

Pursuant to Title 1 (Administration), Chapter 11 (Municipal Court) § 1-11-4(B), of the City Code of the City of Glenpool, the term of the appointed judge of the Glenpool Municipal Court shall be two years, beginning on the first Monday in June of each odd numbered year (“**Term**”). The parties acknowledge, accept and agree that the current Agreement, adopted June 6, 2016, was intended as an interim appointment that will expire on June 30, 2017, subject to renewal by submission of a two-year appointment in writing to the City Council effective July 1, 2017. Pending amendment of Sec. 1-11-4(B) of the Code, the parties agree that the Term shall be hereby amended to commence July 1 of each odd-numbered calendar year and to expire on June 30 of the next following odd-numbered calendar year.

This Agreement may also be terminated by either party upon 60 days written notice to the other. If the Law Firm, or any attorney designated by the Law Firm to serve as Municipal Court Judge, is in violation of this Agreement in any material respect, the City of Glenpool

may terminate this Agreement without notice and with compensation to the Law Firm only for services provided through the date of such termination.

The Law Firm, or any attorney designated by the Law Firm to serve as Municipal Court Judge, may be removed from such service by the Council for cause prescribed by the constitution and laws of the state for the removal of public officers, as particularly set forth in Title 1 (Administration), Chapter 11 (Municipal Court) § 1-11-4(G) of the Code of Ordinances of the City of Glenpool.

4. COMPENSATION.

City will pay the Law Firm a continuing retainer in the amount of \$15,000.00 per year/\$1,250.00 per month for the Term.

This amount shall be paid to the Law Firm for services contracted under this Agreement and shall in no case represent the payment of wages or salary to any attorney designated by the Law Firm to serve as the Municipal Court Judge. Law Firm shall pay and be responsible for all compensation, benefits and any other accoutrements of employment to the attorney designated as Municipal Court Judge.

Upon termination of this Agreement, payments under this Section 4 shall cease; *provided that*, the Law Firm shall be entitled to payment for services prior to the date of termination for which Law Firm has not yet been paid, and for any services that may be provided after the date of termination only insofar as services are required to complete work on matters pending before the Municipal Court.

City will either pay directly or reimburse Law Firm for any verified expenses incurred by Law Firm because of performing the obligations of this Agreement, *provided that* Law Firm shall be responsible for, and shall not be reimbursed for:

The costs of any support staff, equipment, supplies, insurance or other costs incurred by the Law Firm not directly related to performance of the obligations of this Agreement.

Transportation costs, unless travel for the City of Glenpool requires travel of more than 50 miles from the location of the Municipal Court.

Professional association dues, continuing education requirements and similar costs.

5. NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

City of Glenpool:
City Clerk

12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

Law Firm:
George M. Miles
George M. Miles, P.C.
1700 S.W. Boulevard
Tulsa, Oklahoma 74107

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

6. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

7. AMENDMENT.

This Agreement may be amended only if any amendment is made in writing and is signed by duly authorized representatives of both parties.

8. SEVERABILITY.

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason by any competent authority, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

9. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Oklahoma and by ordinances of the City of Glenpool. Venue shall be in Tulsa County District Court.

10. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each and all of which shall constitute one and the same instrument and either party may execute this Agreement by signing any such counterpart. Copies of this Agreement, as executed, may be accepted as originals.

The foregoing Agreement, having been approved by the City Council of the City of Glenpool on the 19th day of June 2017, and by a duly authorized representative of the Law Firm on the 22nd day of June 2017, is effective as of the date first written above.

FOR THE CITY OF GLENPOOL

Timothy Lee Fox, Mayor

Date

Attest:

Susan White, City Clerk

[SEAL]

Approved as to Form:

Lowell Peterson, City Attorney

FOR THE LAW FIRM
George M. Miles, P.C.

George M. Miles, Incorporator

Date



Date: June 19, 2017

To: Honorable Mayor and City Council

From: Susan White, Interim City Manager/City Clerk

Re: E-911 Service Fee Agreement

Background

The City of Glenpool enjoys an Agreement with Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications for the purpose of collecting and receiving a fee from the consumer to assist funding administration and management of the E-911 telecommunication services in Glenpool.

Fees are assessed on consumer bills at a rate of five percent, two percent is retained by Cox as an administrative fee, and the balance is remitted to the City of Glenpool.

Federal law requires the Agreement be adopted annually. The Agreement presented is identical to the 2016 Agreement.

Recommendation

Staff recommends approval of the Agreement.

Attached

- Service Fee Agreement For Enhanced Emergency Number (E-911) Service

SERVICE FEE AGREEMENT FOR ENHANCED EMERGENCY NUMBER (E-911) SERVICE

THIS Agreement for Enhanced Emergency Number (E-911) Service (“Agreement”) is made and entered into as of this ____ day of _____, 2017, by and between Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications (“COMPANY”), a Delaware corporation, having its principal place of business at 6301 Waterford Blvd., Ste. 200, Oklahoma City, OK 73118, and the City of Glenpool, a municipal corporation, having its principal place of business at 12205 S. Yukon Ave., Glenpool, OK 74033 (“City”).

WHEREAS, COMPANY is a Telecommunications Service Provider as defined by Oklahoma Administrative Code 165:55, providing telecommunications services in the State of Oklahoma, and in the City of Glenpool.

WHEREAS, pursuant to its obligation to provide telecommunications services to its subscribers within its certified service areas, COMPANY has built a telecommunications system in the City of Glenpool.

WHEREAS, the City desires to have COMPANY, in conjunction with AT&T, provide Enhanced Emergency Number (E-911) Service, which shall include but not be limited to, the development of a Master Street Address Guide (MSAG), selective routing, Automatic Location Identification (ALI) and the Automatic Number Identification (ANI) services.

WHEREAS, COMPANY is willing to furnish, install, and maintain said features, subject to the terms and conditions set forth, as well as those contained in its approved tariff.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. This Agreement is entered into between COMPANY and the City for provision of facilities by COMPANY to the City for the City’s use in its efforts to receive reports of emergencies from the public in the City’s designated service areas.
2. As authorized by the Nine-One-One Emergency Number Act, 63 O.S. Supp. 1996, Sections 2814 and 2815, and City of Glenpool Ordinance Number 355 as amended, COMPANY shall:
 - a. Collect from service users and remit to the City a fee of five percent (5%) of the tariffed rate for local exchange access lines,
 - b. Retain two percent (2%) of the total amount collected as an administrative fee,
 - c. Apply the first monies received from service users to satisfy the emergency number charge, with any remaining funds to be credited for telephone charges, and

- d. Forward the net proceeds to the City, "ATTN: City Treasurer" on or before the last day of each month, pursuant to Section 2815 of the Emergency Number Act.
3. Service is provided solely for the use and benefit of the City and the provision of such service shall not be interpreted or construed as creating any obligation of COMPANY toward, or any right of action on behalf of any third party or other legal entity.
4. The City will be responsible for implementation of ongoing administration of all E-911 data management associated with its E-911 Service.
5. COMPANY shall subscribe to the use of the AT&T Master Street Address Guide (MSAG) as documented in the Interconnect Agreement between the two companies.
6. MSAG updates will be processed by COMPANY as quickly as reasonably possible and shall submit record entries and updates to the AT&T Data Base Management System as documented in the Interconnect Agreement between the two companies.
7. The parties hereto further agree that, in the absence of any delay occasioned by events or factors, which are beyond the control of COMPANY, the in-service date for the services covered by this Agreement shall be July 1, 2017. The contract term shall be from date of execution through the end of the City's current fiscal year, June 30, 2018; and that parties upon mutual agreement may renew this Agreement at the end of the contract term for successive one-year periods.
8. No additions, modifications, or removals of features will be made by COMPANY except as authorized by written amendment to this Agreement, signed by both parties.
9. COMPANY will provide maintenance for the company's facilities to the City's Public Safety Answering Point at no additional cost on a two (2) hour response time, twenty-four (24) hours-a-day. COMPANY will provide the City a contact and escalation list for this purpose.
10. Neither party shall be held responsible for any delay or failure in performance under this Agreement to the extent that such delay or failure is caused by circumstances beyond the control of such party, including without limitation, fire, flood, explosion, war, acts or omissions of carriers and other similar conditions ("Force Majeure Condition"). If a Force Majeure Condition occurs, the party whose performance is affected shall notify the other party and shall resume performance as soon as reasonably possible.
11. In the course of implementing and administering the E-911 Services, COMPANY may provide the City certain confidential numbers and

proprietary information, including nonpublished telephone numbers. The City agrees to keep such information confidential and to refrain from disseminating such information except to employees and agents of the City who, during the course of their employment, need to have access to such data for the purpose of implementing and administering E-911 Services. When such information is no longer needed for that purpose, the City will return such information to COMPANY at COMPANY's reasonable request.

12. The failure of either party to enforce any of its provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
13. The City and COMPANY agree to comply with all applicable Federal, State and local laws, regulations, and codes in the performance of this Agreement.
14. All notices or other communications changes hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage paid and addressed as follows:

To the City:
City of Glenpool
Attn: City Manager
12205 S. Yukon Ave.,
Glenpool, OK 74033

To COMPANY:
Cox Oklahoma Telcom, L.L.C.,
d/b/a Cox Communications
Attn: Shelly Lindsay or Donnice Robinson
6301 Waterford Blvd., Ste. 200
Oklahoma City, OK 73118

The address to which notices may be given or made by either party may be changed by written notice given by such party to the other pursuant to this paragraph.

15. The terms of this Agreement, and each of them, cannot be waived, altered or amended unless the same be consented to in writing by the parties hereto.
16. This Agreement contains the entire Agreement of the parties with respect to the service described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of either party, which is not contained in the Agreement shall be binding or valid.
17. COMPANY further agrees that there will be no additional charges incurred by the City upon the execution of this Agreement.

18. COMPANY and the City shall each have the right to cancel this Agreement in the event of the other party's violation of any of the terms and conditions hereof upon ninety (90) days written notice of cancellation and failure by the other party to cure such violation.

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed in their behalf as of the date indicated below.

THE CITY OF GLENPOOL

BY: _____
(Signature)

(Name)

(Title)

(Date)

Approved as to form:

(Name)

(Title)

Cox Oklahoma Telcom, L.L.C.
d/b/a Cox Communications

BY: _____
(Signature)

Percy Kirk _____
(Name)

Senior Vice President & Region Manager
(Title)

(Date)

(Attest)

(Title)

Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications
E911 Escalation List

Toll free validation number

1-888-826-9662

Central Office Technician

Cox Communications NOC

1-888-826-9662

Available 24 X 7

Central Office Manager

Bill Berry

Office – 405-600-6848

Cell – 405-520-1300

Operations Manager

Shelly Lindsay

Office – 405-600-6397

Cell – 405-409-7264

AGREEMENT BETWEEN

THE CITY OF GLENPOOL, OKLAHOMA,

A MUNICIPAL CORPORATION

AND THE FRATERNAL ORDER OF POLICE

LODGE 133

FISCAL YEAR 2017-2018

TABLE OF CONTENTS

ARTICLE I	PURPOSE OF AGREEMENT	PAGE 3
ARTICLE II	AUTHORITY AND TERM	PAGE 4
ARTICLE III	RECOGNITION	PAGE 6
ARTICLE IV	GRIEVANCE PROCEDURE	PAGE 7
ARTICLE V	WAGE SCHEDULE	PAGE 10
ARTICLE VI	HIRING AND PROMOTIONAL PROCEDURE	PAGE 13
ARTICLE VII	BASIC WORK PERIOD AND OVERTIME	PAGE 20
ARTICLE VIII	INSURANCE	PAGE 23
ARTICLE IX	ANNUAL LEAVE	PAGE 24
ARTICLE X	SICK LEAVE, INJURY LEAVE AND LIGHT DUTY	PAGE 26
ARTICLE XI	DUES AND CHECK OFF	PAGE 32
ARTICLE XII	EDUCATION PAY	PAGE 33
ARTICLE XIII	EQUIPMENT AND CLOTHING ALLOWANCE	PAGE 34
ARTICLE XIV	MANAGEMENT RIGHTS AND RESPONSIBILITIES	PAGE 36
ARTICLE XV	PREVAILING RIGHTS	PAGE 37
ARTICLE XVI	PROHIBITION OF STRIKES	PAGE 38
ARTICLE XVII	PERSONNEL FILES	PAGE 39
ARTICLE XVIII	SUCCESSORS AND ASSIGNS	PAGE 42
ARTICLE XIX	REGULAR AND SPECIAL MEETINGS	PAGE 43
ARTICLE XX	REPLACEMENT OF DAMAGED GOODS	PAGE 44
ARTICLE XXI	PERSONNEL REDUCTION	PAGE 46
ARTICLE XXII	GRANT OVERTIME	PAGE 47
ARTICLE XXIII	SAVINGS CLAUSE	PAGE 48
ARTICLE XXIV	SPECIALTY ASSIGNMENT PAY	PAGE 49
ARTICLE XXV	OFFICERS' BILL OF RIGHTS	PAGE 50
ARTICLE XXVI	SUBSTANCE ABUSE PROGRAM	PAGE 59
ARTICLE XXVII	PERFORMANCE EVALUATIONS	PAGE 67
ARTICLE XXVIII	LEAVE SHARING	PAGE 68
ARTICLE XXIX	FOREIGN LANGUAGE INCENTIVE	PAGE 70
APPENDIX 1	POINTS AWARDED FOR TEST SCORES	PAGE 72
APPENDIX 2	POINTS AWARDED FOR ORAL REVIEW BOARD	PAGE 72
APPENDIX 3	POINTS AWARDED FOR SUPERVISOR RECOMM.	PAGE 72
APPENDIX 4	OFFICER'S PROMOTIONAL POINT SCORES	PAGE 73
APPENDIX 5	PROMOTIONAL PROCESS MATRIX	PAGE 74
APPENDIX 6	SUPERVISOR'S RECOMMENDATION FORM	PAGE 75
APPENDIX 7	DRUG/ALCOHOL TESTING CONSENT FORM	PAGE 76
APPENDIX 8	LEAVE SHARING REQUEST AND RECORD FORMS	PAGES 78-79

ARTICLE I

PURPOSE OF AGREEMENT

It is the intent and purpose of this Collective Bargaining Agreement (“Agreement”), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as “Employer” and LODGE NO. 133, FRATERNAL ORDER OF POLICE, hereinafter referred to as “Lodge,” to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. Employer agrees to furnish sufficient copies of the Agreement to the Lodge that the Lodge will be able to distribute a copy to each Employee now employed or employed during the term of the Agreement, one to the Lodge and one to the Chief of Police and his designated assistant. Employer will retain a copy.

ARTICLE II

AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these presents and in accordance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113, reduced to writing this Collective Bargaining Agreement (“Agreement”) resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall become effective on the first day of July 2017, and shall remain in full force and effect until midnight, June 30, 2018. Notwithstanding this provision regarding the term of the Agreement, the parties acknowledge that the Employer must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The Employer must comply with 11 O.S. § 17-201 *et seq.* specifically, providing for the appropriation of moneys by the Employer’s governing body (the Glenpool City Council). The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the Employer prior to adoption of the Employer’s 2017-2018 Fiscal Year budget.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Lodge to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure, except as set out in Section 2 above.

Section 4. It shall be the obligation of the Employer and the Lodge to meet at a reasonable time and confer in good faith with representatives of the Lodge and Employer ten (10) days after receipt of written notice from the Lodge or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Lodge and the Employer are unable, within thirty (30) days from, and including the date of the first meeting, to reach an agreement, all unresolved arbitrable issues may be submitted to arbitration at the request of either party, provided that the parties agree not to do so long as they continue to negotiate in good faith.

Section 6. In the event of any unanticipated change in state law or regulations or circumstances external but applicable to this 2017-2018 fiscal year Agreement that would

potentially alter any terms or conditions of this Agreement, the Employer agrees to negotiate any such items and, if a change results, such change will be memorialized by memorandum of understanding without amending this Agreement.

ARTICLE III

RECOGNITION

Section 1. Employer agrees that in accordance with 11 O.S. 51-103 of the Fire and Police Arbitration Act (“F.P.A.A.”) of the State of Oklahoma, the Employer and the Lodge are the only parties which may legally and appropriately confer, negotiate and enter into agreements on behalf of the Employer and the Lodge on matters which relate to wages, hours and other conditions of employment as provided in the F.P.A.A.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. The Lodge or any Employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his designated representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Lodge or any Employee concerning the interpretation, enforcement or application of any provision of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement (“alleged occurrence” being the incident or dispute giving rise to the controversy) shall be adjusted in the following manner:

- First Step: An Employee believing himself to be aggrieved shall first discuss the matter with his designated Lodge Representative.
- Second Step: If the Employee and his Lodge Representative believe the grievance to be well founded, such grievance shall be presented to the Chief of Police or his designated Representative within ten (10) business days of the alleged occurrence giving rise to the grievance. Chief of Police shall provide a response within ten (10) business days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally or in writing.
- Third Step: If the grievance is not satisfactorily resolved in the Second Step, the Employee may, within ten (10) business days of receiving the Chief of Police or designee’s answer in the Second Step, be orally presented by the Employee and the Lodge Representative to the Chief of Police and the City Manager or his designee. An oral response shall be provided within ten (10) business days of this meeting.
- Fourth Step: If the grievance is not resolved in the Third Step, a formal written grievance directed to the City Manager, or his designee, shall be presented within ten (10) business days of the oral response provided in the Third Step. The City Manager, or his designee, shall have ten (10) business days to provide a written response to the formal written grievance.
- Fifth Step: If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall notify the City Manager, or his designee, in writing within ten (10) business days after receipt by the Lodge Representative of the foregoing written response from the City Manager, or his designee, that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration. If

the grievance is withdrawn, the process shall conclude at this Fifth Step.

Sixth Step:

If the matter is to proceed to arbitration, the City Manager, or his designee, shall submit the answer provided in Step Four, in writing, to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days following the Notice required by the Fifth Step. If the City Manager and the Lodge Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
2. Within ten (10) business days from the receipt of such list, a representative of the Lodge and the Employer shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The Employer shall strike the first name.
3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of their selection no later than ten (10) business days after the selection.
4. The date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection; provided that any delay resulting from action or inaction of the arbitrator and due to no fault of either party shall be excused.
5. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.
6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be deemed final and binding on the parties to this Agreement.
7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement or amendment hereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments hereof. This shall not preclude individual wage grievances.
8. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the

proceedings is requested, then the party so requesting shall pay for it.

Section 4. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed; provided that delays caused by the arbitrator, as provided by paragraph 4 of the Sixth Step, shall be excused.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the findings and decision of the arbitrator rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE V

WAGE SCHEDULE

Section 1. The parties agree that the wages for Fiscal Year 2017-2018 shall be as follows:

FY2017-2018 Wage Schedule

	Step 1	Step 2	Step 3	Step 4
Police Officer	\$18.60	\$20.30	\$21.99	\$22.55
Master Patrolman	\$23.42	\$24.04	\$25.59	\$26.26
Corporal	\$27.82	\$27.96	\$28.11	\$28.68
Sergeant	\$29.74	\$30.04	\$30.33	\$31.87
Lieutenant	\$34.44			

Rules for Administering the Wage Schedule:

The Employee's "step anniversary date" for purposes of step advancement eligibility, as used in this Contract, is the day and month established when an Employee is placed into a new pay grade as the result of hire, promotion, or reduction in rank. At each Employee's step anniversary date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

Increases shall be effective on the first full biweekly pay period on or after the effective date, as follows: FY 17-18 Wage Schedule effective on July 3, 2017.

Members who are promoted in rank, shall be paid at the lowest step of the pay grade to which the Member is promoted, provided that such step must be at least three (3) percent per hour over the Member's preceding rank and grade.

Section 2. Employees who are assigned to work shifts other than standard day shift shall be entitled to monetary compensation based on their shift assignments. Employees who are required to work a minimum of three (3) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential. Differential paid will be as follows:

Day shift	0645 to 1445	No differential paid
Evening Shift	1445 to 2245	\$32.00 per pay period
Split Shift	1900 to 0300	\$40.00 per pay period
Midnight Shift	2245 to 0645	\$52 per pay period

Section 3. **Longevity Pay.** Commencing at the beginning of an Employee's ninth year of service (*i.e.*, upon completion of eight full years of service from the Employee's hire date), Employer will pay each Employee longevity pay as follows:

\$.05 x 80 (hours per pay period) x 8 through 12 (years of service) =

\$32.00 per pay period for 8 years of service; payable in 9th year

\$36.00 per pay period for 9 years of service; payable in 10th year;

\$40.00 per pay period for 10 years of service; payable in 11th year;

\$44.00 per pay period for 11 years of service; payable in 12th year;

\$48.00 per pay period for 12 years of service; payable in 13th year;

\$.10 x 80 (hours per pay period) x 13 years of service through retirement =

\$56 per pay period for 13 years of service; payable in 14th year;

Additional \$8 per pay period for each additional year of service; payable in immediately following year, provided that payments will discontinue upon retirement (or other termination)

Section 4. Effective the first pay period in January 2018, each patrol squad will have at least one Sergeant and two Corporals assigned to the regular patrol staff. The Criminal Investigation Division will have at least one Sergeant.

Section 5. In situations where there are no ranking supervisors on a given shift, the senior officer on that shift shall be deemed the "shift supervisor." As such he or she shall be compensated at the pay rate of Corporal I for all hours worked under those conditions.

Intermediate Certification	\$15/month
Advanced Certification	\$30/month

ARTICLE VI

HIRING AND PROMOTIONAL PROCEDURES

HIRING

Section 1. All applicants for employment within the City of Glenpool Police Department will be considered on a non-discriminatory basis and further, shall be considered in accordance with the Americans with Disabilities Act and Title VII of the Civil Rights Act. Employees selected for employment within the City of Glenpool Police Department by the properly designated official shall be covered by this Agreement in accordance with the provisions set forth herein.

Section 2. All newly hired Employees without previous experience in the Glenpool Police Department shall be considered new hires and shall commence employment as probationary Employees without seniority.

Section 3. Employees who have worked in other departments within the City of Glenpool, Oklahoma, and who may be qualified to become Employees of the Police Department, upon being so transferred from another department into the Police Department shall, for purposes of seniority, be considered new hire Employees.

Section 4. Selection of applicants to fill a vacancy, where there are no present Employees seeking to fulfill such vacancy, will be at the sole discretion of the City Manager.

Section 6. Vacancies within the department that constitute a promotion shall be filled through the following promotion procedure.

PROMOTIONAL PROCEDURES

Section 1. This procedure is to be a departmental guideline that shall be followed in all promotions. Transfers from one division to the next without rank advancement shall not be done by this procedure but upon order of the Chief of Police.

Section 2. When any opening becomes available because of promotion, demotion, transfer, retirement or other reasons, officers who are eligible shall be notified

by a physical notice and through a departmental email from the Chief's Office. The notice shall be posted next to the monthly schedule and shall remain there for ten (10) business days. If an officer desires, they can make a written application to the Chief of Police to be considered for that opening. The written application should state name, rank, current assignment, desired position, and qualifications for the desired position. Patrol Officer one (1) through Master Patrol Officer eight (8) shall not require an application.

The Chief's office will provide notification of any applicable study material and preparation guides exactly thirty (30) calendar days prior to testing as further outlined in Section 9 below.

Section 3. This promotional system shall be based primarily on a point system with a final selection being made by the Promotion Committee and confirmed by the Chief of Police. Officers applying for promotion shall be awarded points for their written test, oral review board, and supervisor recommendations. An officer shall be awarded points on each of these categories for a total possible two hundred fifty (250) points. These categories are specified in Appendices 1 through 3.

Section 4. A Promotional Committee consisting of three (3) members shall be mutually established by the Employer and the Lodge. The members of the Promotional Committee shall be seated in the following manner:

- a) One representing the Employer, appointed by the City Manager;
- b) One representing the Lodge, elected by a vote of the Lodge Executive Board,
and;
- c) One representing the Chief of Police, appointed by the Chief

The limitation shall be that neither the Chief of Police nor the Lodge President can be appointed nor elected to this Committee. The Promotional Committee shall be formed on an as needed basis for promotions. Promotional Committee members shall be provided copies of the applications for promotion submitted by officers.

Section 5. An Oral Board will consist of the Chief of Police, an officer of the rank being tested for, and the testing officer's designee. The officer of the rank being tested for will be selected by the Chief of Police. The officer's designee cannot hold any other

position within the promotional process. The Promotional Committee will be present during all oral review boards strictly to oversee the process.

Section 6. The supervisors used for Supervisor Recommendations will be the Chief of Police, the Deputy Chief and all Sergeants.

Section 7. Upon promotion, a candidate may be required to resign from a specialty assignment as defined by the Department SOP. Exceptions to this requirement will be made if a vacancy is available within the specialty assignment at the new rank. Candidates have the option of not accepting the promotion if they desire to keep their current specialty assignment.

Section 8. The following qualifications must be met before an officer can apply for any promotion:

Lieutenant: Any Sergeant or Corporal with at least two (2) years at that rank. A Master Patrol Officer or below is not eligible to promote to Lieutenant. All new Lieutenants will be required to obtain an advance CLEET certification within six (6) months of their promotion date.

Sergeant: Any Corporal or Master Patrol Officer with at least six (6) years of continuous service with Glenpool Police Department. All new Sergeants will be required to obtain an intermediate CLEET certification within six (6) months of their promotion date.

Corporal: Any Master Patrol Officer is eligible to test for Corporal. All new Corporals will be required to obtain a basic instructor certification from CLEET within six (6) months of their promotion date.

Once testing is complete, the Chief of Police and Promotional Committee will evaluate scores and post testing results. Upon being selected for promotion, the officer will be promoted at the beginning of the first pay period following the promotion.

Section 9. The promotional guideline procedures to be used shall be as follows:

Step 1. When a promotional opening becomes available in the department, all officers shall be notified as indicated in Section 2 above of the available opening(s). Those officers who are eligible shall respond to the Chief of Police within ten (10) business

days. No further action shall be taken by the department until after those ten (10) business days. The officer's notification and their responses, if any, shall be forwarded to the Chief of Police.

In the event an officer qualifies for multiple promotions, the officer will be considered for the highest position first. If the officer is not selected for that position, the officer can still be selected for a lesser supervisory position. The officer has the right to refuse being considered for the highest position available and will notate this in their written application submitted to the Chief's Office.

For the good of the department, the Employer will post and fill any supervisory vacancies within sixty (60) days of the vacancy.

Step 2. Upon completion of the ten (10) business day posting period, the Chief of Police shall make available any applicable study material and preparation guides.

Upon all promotional applicants receiving their study materials, a study period of thirty (30) calendar days will commence. Promotional testing shall commence on the 30th day following the issuance of study materials. This time frame can be extended due to exigent circumstances upon the agreement of the Chief of Police and the FOP Lodge.

Step 3. The department shall set up a single testing date for all the promotional officer applicants to be tested. The written test shall be the same for all supervisory positions. Only the officers who have completed Steps 1 and 2 may be tested for the promotion. The test, administered to all the officers at the same time by the Director of Human Resources, shall be identical and consist of material relevant to the position being applied for. This test shall be created from similar material as the study guide made available to the officers. The completed test shall be retained and secured by the Promotional Committee. Tests shall be scored by the Promotional Committee in the presence of the Director of Human Resources following the completion of the Oral Review Boards. All written test scores will be sealed until after all testing procedures have been completed.

Step 4. The Chief of Police shall set a date or, if necessary, consecutive dates for interviews by the Oral Review Board. These interviews shall be administered by the Oral Review Board and overseen by the Promotional Committee. Officers who have

completed Steps 1 through 3 shall be assigned a time for their oral review. Each member of the Oral Review Board shall then, through a series of questions and answers, evaluate the officers, one at a time. During each interview, the members of the Oral Review Board shall independently score the candidate on a point basis of one (1) through five (5) per question, with a total of five (5) questions being asked and a total possible score of seventy-five (75). The exact questions to be asked of all candidates for a particular position will be agreed upon by the Chief of Police and the Promotional Committee prior to the commencement of the oral interviews.

Step 5. Officers who have completed Steps 1 through 4 shall then be scored using the Supervisor Recommendation Form which will be completed using the approved form (Appendix 6). After completion, these forms will be delivered to the Chief of Police and forwarded to the Promotional Committee.

Step 6. The Promotional Committee shall then set a date, time and location to convene. It shall be the Promotional Committee's responsibility to evaluate and score all officers who have completed Steps 1 through 5. These scores shall be compiled from the results of the Written Test, Oral Review Board, and Supervisor Recommendation Forms. The means of determining these scores is outlined in Appendices 1 through 3. When all the officer applicants have been scored, from the minimum of zero (0) to the maximum of two hundred fifty (250), then the Promotional Committee shall compile a list of the names and awarded points, with the highest point value first. Promotions for each position will be filled on the following basis:

- a) The highest point value for each position tested and the names of the officer(s) to be promoted shall be listed first;
- b) The second highest point value and name of the officer(s) shall be listed second;
- c) Subsequent names and point values shall be listed in declining order according to the total point values earned.

The Promotional Committee shall provide the testing results, as provided above, to the Chief of Police.

Step 7. Those officer(s) receiving promotions will be subject to a three (3) month and a six (6) month evaluation. Those officer(s) will also be placed on a six-month probationary

period. If his/her immediate supervisor, the Lieutenant, Deputy Chief and the Chief of Police all agree, based upon documentation, that the officer(s) cannot perform the requirements of the new position, the officer(s) will be returned to his/her former rank and the vacancy will be filled in accordance with the testing procedure set forth in Section 9.

Section 10. In the case where there is a conflict in seniority due to officers being promoted to the same rank on the same date, the senior officer will be determined based on their position on the list provided to the Chief of Police of the names and awarded points per Step 6 of Section 9.

Section 11. Any eligible officers who choose to know their scores, point value, or position on the list compiled by the Promotional Committee may do so by making a written request. This written request must be submitted within thirty (30) calendar days of the actual promotion and must be submitted to the Promotional Committee. The Promotional Committee, upon written request, shall notify the officer, in writing, of their individual score, point value, and positioning on the promotional list. All test scores will be maintained for a period of one (1) year by Human Resources. At the completion of that year each officer's scores will be placed in their personnel file.

Section 12. All decisions and findings made in accordance with these guidelines shall be subject to review as set out in the Grievance Procedure Article of this Agreement.

TRAINING

Section 1. The Employer will exercise its best efforts to assist all Employees in attending their selected CLEET course.

Section 2. If two or more Employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the senior Employee shall attend.

Section 3. All officers will be required to attend a minimum of 40 hours CLEET continuing education training a year. In addition, officers will be required to attend one CLEET legal update a year.

Section 4. Officers shall select up to four classes per year to attend and submit the registration forms for those classes to the Chief of Police within thirty (30) days of the list being posted on-line. The Chief of Police will then submit the forms to CLEET within five (5) days of receiving them.

ARTICLE VII

BASIC WORK PERIOD AND OVERTIME

Section 1. The Parties agree the work period established for Employees covered by this Agreement shall be consistent with the Fair Labor Standards Act. All Employees covered by this Agreement are eligible for overtime compensation. For purposes of this Agreement, the established work period shall be (7) seven days (forty hours per week). Employees shall be scheduled to work five (5) consecutive days per week, eight (8) hours a day, with (2) two consecutive days off. Parties agree that shift rotation assignments made by the Chief of Police shall be the only exception to the established work period as set forth in Section 1. **“Shift rotations”** shall normally occur once every (6) six months. Shift rotation selection shall be conducted on a seniority-based method to begin with Sergeants, Corporals, Master Patrol Officers and then Patrol Officers. The most senior officer will begin by selecting their shift and selections will continue in descending order until all officers of that rank have selected. In the Employer’s interest of maintaining supervision on all shifts, effective January 1, 2018, the Chief of Police will adjust Employee’s(’) shift(s) and day(s) off to facilitate shift rotations to ensure that no shift will be assigned an Employee of lower rank than corporal. The Employer agrees to facilitate staffing as needed to achieve this result.

Section 2. Employees shall receive their regular rate of pay for all hours worked within the work period on their assigned shift. Employees shall receive overtime compensation for all hours worked more than forty- (40) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the Employee’s regular rate of pay. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour. Employees shall designate in writing to the Chief of Police, at the end of each work period, their choice to receive payment for overtime worked in compensatory time or cash payment. Cash payment, if chosen, for overtime worked shall be paid at the rate of one and one-half (1 ½) times the Employee’s regular rate of pay. The regular rate is the Employee’s base rate plus the hourly rate for any other item required by law to be included in the regular rate. Compensatory time shall accrue at the rate of one and on-half (1 ½) hours compensatory time for each overtime hour worked.

Shift Change – 24-hour notice. Should an Employee be required, due to manpower shortage, to work a shift, or any part of a shift, other than the Employee’s regularly assigned shift, with less than 24 hours of notice, then the Employee will be compensated at their regular rate for the hours worked, plus an additional four hours at the regular rate (“premium”). The additional four hours may be compensated in cash payment or as an addition to the Employee’s compensatory time bank, at the Employee’s discretion.

In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Shift Change – Fewer than 8 hours off duty time between shifts. Should an Employee be required, due to manpower shortage, to work an additional shift, or make a change from their regularly scheduled shift that results in fewer than 8 hours of off duty time between shifts, that Employee will be compensated at their regular rate for the hours worked, plus an additional four hours premium compensation at the regular rate. The four hours of premium may be compensated in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Call Back Pay. Should an off-duty Employee be required to report for duty to assist in an emergency, outside of their regularly scheduled shift, that Employee shall receive a minimum of two (2) hours overtime compensation to be taken in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Section 3. Off-duty Employees required to report to municipal court shall receive a minimum of two (2) hours overtime compensation for their appearance. Off-duty Employees required to be on stand-by for purposes of reporting to municipal court, but are not summoned to appear in court, shall receive up to two (2) hours of overtime compensatory time. Off-duty Employees required to report to federal court, district court, or Department of Public Safety hearings shall receive a minimum of four (4) hours of overtime compensation for their appearance, which includes one (1) hour of travel time, thirty (30) minutes each direction. Off-duty Employees required to be on stand-by for purposes of reporting to federal court, district court, or Department of Public Safety hearings, but are not summoned to appear in court, shall receive up to four (4) hours of overtime compensatory time.

Section 4. The maximum amount of compensatory time which an Employee may accrue at any one time shall be one hundred sixty (160) hours. Subsequent overtime earned shall be compensated by cash payment at the rate of time and one half (1 ½) until the remaining accrued hours in the compensatory time bank have been sufficiently used to cause the banked hours to fall below one hundred sixty (160). Employees who terminate their employment with the Employer shall receive a cash payment for any unused compensatory time at their rate of pay at termination.

Section 5. Compensatory time can be used for paid time off at the discretion of the Employee, provided that a minimum of thirty-six (36) hours' notice is given. Any request for approved compensatory time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department. The Chief of Police or his duly designated representative shall authorize the usage of compensatory time in accordance with this standard before it is taken. Nothing shall preclude the Police Chief from approving requests submitted with less notice, on a case by case basis, provided departmental operations are not unduly disrupted, more narrowly defined as anytime a request for compensatory time off would cause staffing to fall below two (2) officers on duty, at which point the request may be denied.

Section 6. Flexible time may be used to flex working hours within a single forty (40) hour workweek. Any request for approved flexible time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department. The Chief of Police or his duly designated representative shall authorize the usage of flexible time in accordance with this standard before it is taken.

ARTICLE VIII

INSURANCE

Section 1. The City of Glenpool shall provide to all members of the Bargaining Unit, the same combination of health and other insurance coverage benefits that is offered to all full-time City Employees.

ARTICLE IX

ANNUAL LEAVE

Section 1. Members of the Bargaining Unit shall receive vacation time as follows:

1-5 years' service	→	10 shifts per year
6-10 years' service	→	15 shifts per year
11-15 years' service	→	20 shifts per year
16-20 years' service	→	25 shifts per year
21 years – retirement	→	30 shifts per year

Section 2. Members of the Bargaining Unit shall be paid vacation hours in excess of 240 (two hundred forty) hours at a straight time rate of pay. Hours exceeding 240 will be paid to members on their bi-weekly pay checks.

Section 3. All members of the Bargaining Unit, in recognition of twelve (12) holidays recognized by the Employer shall receive, 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the first pay period in November. Whether a member is required to work on a recognized holiday shall not have any affect or adjustment upon such holiday pay or regular pay. Should an Employee terminate employment, he shall not be eligible for additional holiday pay. Further, if an Employee terminates his/her employment after the dispensation of the holiday pay, the Employee shall refund the pro-rated amount owed back to the Employer.

Section 4. Vacations shall be scheduled insofar as practicable at times desired by each Employee, with the determination of preference, considering the needs of the Police Department and Employee advance requests. It is expressly understood that the final right to designate vacation periods and the maximum number of Employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief or his designee to ensure the orderly performance of the services provided by the Employer.

Requests for vacation of tow (2) or more consecutive days/shifts must be make thirty (30) days prior to the starting day of the vacation. The Employee shall be notified seven (7) working days after the vacation dates were submitted, whether his/her vacation was approved, or disapproved.

Officers requesting to use one (1) day increments of vacation leave must notify the Police Chief or is/her designee as soon as possible but at least thirty-six (36) hours prior to the actual requested leave time.

Nothing shall preclude the Police Chief from approving requests submitted with less notice, on a case by case basis, provided departmental operations are not unduly disrupted.

Seniority cannot be used to alter the already approved vacation requests.

ARTICLE: X

SICK LEAVE, INJURY LEAVE, AND LIGHT DUTY

Section 1. A regular full-time Employee begins to accumulate sick leave upon completion of his/her first full month of employment.

Section 2. *Accrual.* Sick leave is accrued in units of one (1) working day per month.

Section 3. *Expenditure.* Sick leave can be expended in units of no less than one hour. Any sick leave extended beyond three (3) consecutive days or more must be accompanied by a physician's written statement certifying the Employee's condition or his/her immediate family's condition that prevented Employee from reporting to work if deemed appropriate by the City Manager. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

Section 4. *Eligibility.* Any Employee is eligible to take sick leave for one of the following reasons:

A. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.

B. Serious illness of a member of the Employee's immediate family requiring the Employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of Employee, sister or brother of Employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the Employee's absence, providing special approval by the department head is first obtained.

C. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

Section 5. *Procedure.* An Employee who is unable to report for work due to one of the above reasons shall report his/her absence to the on-duty supervisor within one hour from which time he/she is expected to report for work. Sick leave with pay will not be allowed unless such a report is made. Any reports of absence beyond one hour shall be granted with or without pay, at the discretion of the Police Chief. This provision may be waived by the Police Chief if the Employee submits acceptable evidence that it was impossible to give such notification. Sick leave shall only be authorized after it is earned and only to the extent that the Employee has accrued same.

Section 6. *Accumulation.* Sick leave may be accumulated to a maximum of seventy-two (72) working days. An Employee who consumes all the sick leave benefits for which he/she is eligible,

shall be placed on inactive status, without pay if so determined necessary by the Police Chief and approved by the City Manager.

Section 7. *Separation.* Upon separation, an Employee will not be compensated for any unused sick leave.

Section 8. *Unauthorized use of sick leave.* If upon investigation, the City Manager or the Police Chief does not consider the circumstances warrant, or did not warrant the absence of an Employee, the Employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and be subject to disciplinary action.

Section 9. *Abuse of Sick Time* Abuse of sick leave shall be cause for discipline, up to and including dismissal.

Section 10. *Possibility of Reinstatement.* Any Employee who leaves City employment and returns within a one year period is entitled to reinstatement of sick leave in the exact amount as was accrued prior to his resignation. Only those Employees in good standing may qualify for this benefit.

Section 11. *Compliance with all applicable laws.* To be in compliance with state law, the Employer and the Lodge agree that on-the-job injury leave will follow **Title 11 O.S. Section 50-116.1** that states: Whenever any member of the police department of any municipality is unable to perform the member's duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, notwithstanding the provisions of sections **11 and 12 of Title 85 of the Oklahoma Statutes**, the salary shall be paid by the municipality to the member and shall continue while the member is sick or temporarily disabled for a period of not more than six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months, after which said period the provisions for permanent total or permanent partial disability benefits of the **Oklahoma Police Pension and Retirement System** shall apply. Should a member receiving a salary under this section be eligible to receive, and should the salary of the member under this section exceed any temporary disability benefit paid to the member under **Section 1 et seq. of Title 85 of the Oklahoma Statutes**, the member shall transfer said temporary disability benefits under **Section 1 et seq. of Title 85 of the Oklahoma Statutes** to the municipality while the member is sick or temporarily disabled.

(B) No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured Employee to bring about injury to himself or another, or where the injury results directly from the willful failure of the injured Employee to use a guard or protection against accident furnished for his use or where the injury results directly from the intoxication of the injured

Employee while on duty, or where the injury results directly from horseplay, playing, or pranks engaged in by the injured Employee, alone or with others. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

(C) Employees on occupational injury leave with pay shall be returned to duty at the earliest practical date and may be assigned to light or limited duty by the Employer as determined by the Employee's physician and/or the City Manager when the Employee's physical condition permits such assignment. Duty assignment of this type may be without reference to the Employee's job classification or departmental assignment.

(D) In the event an Employee is so injured, as described in the preceding section, it will be the responsibility of the person directly in charge of such Employee to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together with all pertinent information available. Said report to also contain the names and addresses of all witnesses and fellow Employees who may have been at the scene of said accident, and a general outline of the extent of injury sustained. All written accident reports shall be transmitted to the Human Resources Director not later than twenty-four (24) hours after the occurrence thereof.

(E) An Employee on occupational injury leave benefit cannot work for another employer during the time he is drawing this benefit from the Employer.

LIGHT DUTY

Section 1.

A. Purpose

The purpose of this policy is to clarify the conditions under which the Employer will place an Employee on restricted or light duty and to provide guidance to the Department for administering the policy consistently. Modified duty assignments provide beneficial effects to Employees by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Employee as an integral part of the Department's operations.

B. Definition

Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Employee suffering from an injury, illness, or diagnosis which requires significant modification of the Employee's normal work assignment and/or responsibilities. Such assignments shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Employee and the Employer. Light duty allowed for Employees while on Sick Leave is contingent upon the Employee's request, approval of which is at the sole and absolute discretion of the

Employer and the Chief of Police on a case-by-case basis. In no case shall the Employer create otherwise unnecessary or non-existent work duties for the purpose of assigning a unit Employee to light duty. All such assignments shall supplement, not supplant, existing assignments within the City.

C. Scope

1. This policy will apply to full-time Employees who have a temporary disability resulting from a job related or off duty injury, illness, or diagnosis which prohibits them from performing their full job duties. Employees on injury leave may be assigned to light duty by their employer, as provided by the Current Collective Bargaining agreement between the Employer and the Lodge.
2. Employees must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts to be eligible for light duty assignment.
3. This policy will also apply to allow full-time Employees on sick leave under the following conditions: (1) The Employee's physical condition allows them to attend training or educational opportunities that are required to maintain police officer related certifications or appropriate Continuing Educational Units. (2) The dates that the CEU's are given might preclude an Employee on sick leave from attending and maintaining their certifications and (3) At the Employee's request.

D. Responsibility

1. The Employee's physician must approve all light duty assignments prior to any such duty assignments. If there is conflicting medical information and/or opinions among physicians treating the Employee, an independent opinion from a physician selected by the Employer may be utilized to determine medical fitness for full or light duty.
2. The Chief of Police or his/her designee is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Employee by the treating physician. These restrictions will be reviewed by the Chief of Police to determine availability of light duty work and in which light duty position the Employee will be placed. The Chief of Police, with guidance from the Employee's physician, will monitor the Employee's progress in returning to a full duty status.
3. Supervisors who are assigned Employees on light duty are responsible to ensure that the Employee fully understands and follows work modification requirements set forth by the Chief of Police and the Employee's physician.
4. Employees assigned to light duty will be responsible for providing the Chief of Police with a note from the treating physician, no less than once every thirty (30) days, to ensure a continuation of treatment, whether on light duty or injury leave.

E. Non-Compliance (Line of Duty)

An Employee's refusal to accept a modified duty assignment which he/she has been deemed medically qualified to perform, or an Employee's non-compliance with the work modifications set forth by the Chief of Police and the treating physician will result in the termination of the Employee's light duty assignment.

F. Conditions

The Employer will consider placing an Employee on light duty assignment for valid reasons including but not limited to the following.

1. To assist an Employee with recuperation from an on or off the job-related injury or illness by reintroducing them gradually to the demands of their full-time position.
2. To conserve resources by having a recuperating Employee assist other Employees of the department in the performance of their duties, provided that such assistance shall not exceed the recuperating Employee's work limitations.
3. To avoid placing a temporarily incapacitated Employee in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief of Police and treating physicians or by allowing them to attend training classes.
4. To enable an Employee to continue to provide constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).
5. In no case shall any Employee be eligible for light duty assignment for more than twelve weeks in any calendar year.

G. Procedures for Light Duty Assignments

1. When it is determined that an injured or ill Employee is capable of light duty work following an examination by, and upon the Employer receiving notification from the treating physician that the Employee can perform light duties, the Employee shall notify the Chief of Police of his request for light duty assignment.
2. Employees assigned to a light duty assignment **MUST** report to work at 0800 hours Monday thru Friday and leave work at 1700 hours of that day. On all holidays observed by the City of Glenpool, an Employee assigned to light duty will be excused from duty for that day without receipt of holiday pay.
3. Employees shall wear a uniform appropriate to their assignment.
4. All fitness programs the Employee participates, if any, while on light duty must first be approved by the Chief of Police and the treating physician.

5. Employees electing to use a sick, vacation or comp time day shall do so in accordance with the current Collective Bargaining Agreement between the Employer and the Lodge.
6. Employees on light duty assignments should notify their assigned supervisor and the Chief of Police every 30 days to make them aware of their progress and time line of return.
7. Before returning to full-duties Employees on light duty shall notify their assigned supervisor and Chief of Police and present a full release from the treating physician to coordinate their return.

H. Daily Staffing Level

An Employee assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

I. Light Duty Wages

Members assigned to light duty shall be compensated in accordance with their standard hourly rate. They will not be scheduled for accrued overtime and they will not be eligible for any of the situations described in Article VII of this Agreement that might otherwise result in overtime. During the term of a light duty assignment, Employees utilizing annual leave or sick leave shall have the equivalent number of hours deducted from their accrued leave balance for each such occurrence.

ARTICLE XI

DUES AND CHECK OFF

Section 1. Upon written authorization from the Employee, the Employer agrees to deduct regular monthly Lodge dues from the earned wages of those Employees represented by the Bargaining Unit.

Section 2. The deduction shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Lodge. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible members of the Bargaining Unit desiring dues deduction shall individually sign an authorization form provided by the Lodge. Authorization may be withdrawn by the Employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the Employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

Section 4. The Employer will deduct only Lodge dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or other Lodge fees. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount to be deducted.

Section 5. The Employer will provide the Lodge Treasurer with a monthly report showing the Employee's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Lodge.

ARTICLE XII

EDUCATION PAY

Section 1. The Employer and the Lodge recognize that formal education related to the field of Law Enforcement is a benefit to the officer, to the Employer and to our citizens. As such, the Employer agrees to compensate each officer who has completed such studies at accredited universities or colleges in accordance with the following schedule:

Bachelor's Degree	\$37 Monthly
Master's Degree	\$62 Monthly

An officer holding multiple degrees shall only receive the compensation listed for the highest single degree they hold

ARTICLE XIII

EQUIPMENT - CLOTHING ALLOWANCE

Section 1. All members of the Bargaining Unit shall receive Fifty Dollars (\$50.00) per month cleaning allowance from the Employer.

Section 2. The Employer agrees to provide, upon hire, the following list of equipment and clothing:

1. Three (3) pair department approved trousers
2. Three (3) short sleeve department approved shirts
3. Three (3) long sleeve department approved shirts
4. One (1) pair boots, up to \$125.00
5. One (1) department approved wind breaker jacket
6. One (1) department approved winter coat
7. One (1) department approved rain slicker
8. One (1) department approved inner belt
9. One (1) department approved outer belt
10. One (1) department approved holster and weapon mounted light
11. One (1) department approved double magazine pouch
12. One (1) department approved ASP baton holder
13. One (1) department approved OC spray holder
14. Two (2) department approved handcuffs and cases
15. Four (4) department approved belt keepers
16. One (1) department approved radio holder
17. One (1) ASP expandable baton
18. One (1) can of OC spray to be replaced by the City in accordance with manufacturer recommendations/expiration date
19. Eight (8) sets sew on patches (1) sew on coat badge (1) sew on coat name tag.
20. One (1) department approved name plate
21. Two (2) badges; one (1) duty badge and one (1) flat badge (Flat badge to be issued to all members of the bargaining unit in 2017)
22. One (1) Glock model 17, 9mm
23. One (1) department-issued rifle, to be consistent with CLEET standards
24. One (1) department-issued shotgun, to be consistent with CLEET standards
25. One (1) department-issued Taser and one (1) holster
26. One (1) ballistic vest

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines as needed, need to be determined by the Chief of Police or his designee.

Section 4. Upon retirement due to length of service or physical disability, each Employee shall receive their badges and service weapon that they carried immediately prior to retirement without cost. The corresponding badge number will be retired. In addition, such retired Employee will be given the option to purchase the rifle or shotgun, or both, issued to the retired Employee immediately prior to retirement, at replacement cost.

Section 5. Each member of the Bargaining Unit shall receive a clothing allowance of One Thousand Dollars (\$1,000.00) per year (payable, under a non-accountable plan, in two increments of Five Hundred Dollars (\$500.00) and payable with the first regular paycheck in July and January of each fiscal year). The K-9 Officer and the Detective shall receive an additional \$100.00 per year. Employees hired after either of the first pay period in July 1 or the first pay period in December during the Term of this Agreement shall receive the next occurring incremental payment.

Section 6. The Employer/Police Department will provide duty ammo for each Officer to be replaced annually in July of each fiscal year or at the time of annual firearms re-qualifications, in amounts not exceed fifty (50) rounds of .40 caliber pistol ammunition; sixty (60) rounds of .223 rifle ammunition; ten (10) rounds of 12-gauge .00 buckshot ammunition; and ten (10) rounds of 12-gauge slug ammunition.

Section 7. The Employer/Police Department, in order for its Officers to maintain proficiency in all departmentally approved firearms will provide 400 rounds of practice ammunition annually to each member of the bargaining unit. Ammunition will be available for check-out from the Chief of Police or designee in amounts not to exceed: Fifty rounds of .40 caliber pistol ammunition; forty rounds of .223 rifle ammunition; five rounds of 12 gauge .00 buckshot ammunition; and five rounds of 12-gauge slug ammunition per quarter. These allotments shall be available at the Employee's request during the then-current quarter of the calendar year. Any allotment of ammunition not requested by any Employee during the then-current quarter shall not carry over into the next or any following quarter. Calendar quarters shall be recognized as: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

ARTICLE XIV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the Employer has not specifically abridged, delegated, granted or modified by this Agreement. All rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitation within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated in accordance with such laws.

ARTICLE XV

PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Glenpool Police Department currently in effect on the effective date of any negotiated agreement ("Past Practices") shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

Section 2. The burden shall be on the proponent of any Past Practice to establish by reasonable documentation or weight of the evidence the existence of such Past Practice on the effective date of this Agreement.

ARTICLE XVI

PROHIBITION OF STRIKES

Section 1. Employees and Employer acknowledge and agree that they are bound by all provisions of the Fire and Police Arbitration Act with respect to any work stoppage, slowdown or strike.

ARTICLE XVII

PERSONNEL FILES

Section 1. It is agreed that all materials concerning training, performance evaluations, investigations, complaints, reprimands, counseling sessions, supervisory notices, Brady/Giglio discoverable documents or any other documentation that might be considered either beneficial or detrimental to an Employee's position, advancement or future with the Glenpool Police Department ("Personnel Record(s)") shall be placed in the Employee's permanent personnel file on file in the Employer's office of Human Relations, provided that the respective Employee shall in all cases be notified in writing of any Personnel Record prior to its placement in his permanent personnel file; and further provided that no such Personnel Record shall be valid or of any effect with respect to such Employee unless either the Employee has signed the Personnel Record acknowledging its receipt and review or the Employer has made a notation that the Employee has refused to sign the Personnel Record, with the date and signature of the Chief of Police or his designee thereon. In all cases, any records, information, documents or material of any kind pertaining to an unfounded/unsubstantiated complaint against an Employee will be removed promptly upon discovery of its defect.

Section 2. The Employee's signature on a Personnel Record described in Section 1 of this Article XVII shall not be deemed agreement with or consent to the Personnel Record and shall signify only acknowledgement of receipt and review. In addition, if any Personnel Record is of such character that the affected Employee considers it potentially detrimental, the Employee shall be given the opportunity to appeal such Personnel Record by following the Grievance Procedure provided by Article IV of this Agreement before it becomes a part of his permanent personnel file.

Section 3. No Personnel Record described in Section 1 of this Article XVII may be considered in connection with decisions pertaining to discipline or advancement unless they are in the Employee's permanent personnel file, provided that nothing in this Article shall prevent the Chief of Police from maintaining informal notes that may be useful in the process of creating Personnel Records.

Section 4. An Employee shall be allowed to review and request copies of his Personnel Records, under the supervision of the Director of Human Resources or a designee, at any reasonable time upon oral or written request to the Director of Human Resources.

Section 5. Any Employee whose Personnel Records shall become the subject of a subpoena, court order, Open Records Act request, or any other third-party request for inspection or copy shall be

immediately notified and given an opportunity to object to such disclosure to the extent objection is permitted by applicable law.

Section 6. Recognizing that disciplinary actions and/or adverse Personnel Records are meant to provide a basis for enhanced training and/or counseling with the purpose of improving performance, but are not meant to penalize an Employee perpetually, the Employer agrees, either upon the request of any affected Employee or upon a stated schedule, as applicable, to the closure (by sealing) of any such Personnel Records according to the following procedure:

- a. Employer shall close written reprimands and notices of oral reprimands, in the event of no recurrence of the conduct or incident giving rise to the discipline and after the passage of one (1) year since such conduct or incident occurred, upon completion of the Employee's first annual evaluation following the passage of said one (1) year.
- b. Employer shall close records of suspensions of twenty-four (24) hours or less, in the event of no recurrence of the relevant conduct or incident and after the passage of eighteen (18) months since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said eighteen (18) months.
- c. Employer shall close records of suspensions of more than twenty-four (24) hours, in the event of no recurrence of the relevant conduct or incident and after the passage of two (2) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said two (2) years.
- d. The affected Employee may request that any of the foregoing Personnel Records be closed upon passage of the respective stated time periods, without recurrence, even if such passage of time occurs before the Employee's annual evaluation.
- e. Requests for closing of the records of disciplinary actions, as provided in subsection (d.) of this Section 5, shall be directed to the Director of Human Resources, who shall be the only person authorized to close any personnel records. In the event of the absence or vacancy of the position of Director of Human Resources, a person designated by the City Manager shall fulfill this requirement.
- f. Personnel Records that are dated prior to the recurrence of any conduct or incident giving rise to disciplinary action shall remain in the Employee's personnel file until the records of recurrence are closed in accordance with the foregoing schedules and then simultaneously closed (sealed).
- g. Closing (sealing) of any of the foregoing records of disciplinary action shall include all memos, letters, correspondence, complaints and any other written or electronically created

documents or materials pertaining to such action, except that the Director of Human Resources may keep, a separate log of disciplinary actions in the event of a performance audit. Such a log may not be used for any purpose relating to the affected Employee's position, advancement or future but shall be used only such audit purpose.

- h. Personnel Records that have been closed (sealed) for any of the foregoing reasons and applicable time requirements are not subject to being opened or otherwise used for any purpose except by a court of competent jurisdiction.
- i. The foregoing policy of closing (sealing) Personnel Records does not apply to documents or other materials pertaining to the investigation of an alleged criminal offense(s), in which case closing (sealing) will occur only upon the sealing or expunging of criminal charges, or complete exoneration, as the result of an internal investigation or by a court of competent jurisdiction

ARTICLE XVIII

SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Contract; 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 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 place of business of either party hereto.

ARTICLE XIX

REGULAR AND SPECIAL MEETINGS

Section 1. The Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Chief or his designee prior to said meeting.

Section 2. It is understood that the Lodge and Employer will cooperate regarding these arrangements, and excessive requests will not be made by the Lodge; and permission to hold meetings shall not be denied by the Employer, so long as the meetings do not impede or interfere with the normal operations of the Police Department.

Section 3. Upon giving five (5) days written notice to the Chief of Police, one or more Lodge members may collectively receive up to an aggregate of 120 hours off for verified Lodge business which must be approved by the President in advance. Compensation for time off shall be based on the officer's hourly rate of pay.

ARTICLE XX

REPLACEMENT OF DAMAGED GOODS

Section 1. The Employer agrees to replace items that may become damaged in the line of duty. The following items shall be replaced:

1. Prescription eyewear (contacts or glasses), in an amount substantially equivalent to verified replacement cost;
2. Uniform apparel
 - A. Trousers
 - B. Shirts
 - C. Jacket/Coat
 - D. Bullet Proof Vest
 - E. Gun Belt
 - F. Holster
 - G. Footwear
 - H. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
 - I. Badges, Collar Brass, Nameplate
 - J. Cuff, Cuff Case
 - K. Tie/Dickey
3. Secondary Weapon to be replaced shall not exceed Five Hundred Dollars (\$500.00) and the Employer shall have the option to either repair or replace.
4. Watches to be replaced shall not exceed Seventy-Five Dollars (\$75.00) in cost.

Section 2. The Employer shall not be responsible for replacement of any personally owned equipment such as scanners, binoculars, or other equipment that is optional for the officer's preferential use.

Section 3. In the event an officer shall have a claim for replacement of damaged property he shall present the claim to the Chief of Police who shall present such claim along with cost of replacement by purchase requisition which shall be presented to the City Manager for approval.

Section 4. When items are damaged by person who is being arrested, the officer shall file a charge against such subject and the cost of damage to officer's goods shall be sought through the municipal court as item of restitution of damages.

Section 5. All officers shall be responsible for any damage to City property when such property damage occurs through the negligence of the officer.

ARTICLE XXI

PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the Employee with the least seniority shall be laid off first, subject to a thirty (30) day notice to the Lodge President and the Employee or Employees to be affected, for the purpose of providing the opportunity for incumbent Employees to exercise their pension options. Time in the Glenpool Police Department shall be given the utmost consideration in the event of layoffs.

Section 2. No new Employees shall be hired until the Employee(s) laid off due to reduction in force within the last twelve (12) months and the Lodge have been notified by certified mail. The mailing of said notice by certified mail at the address last given to the Employer by said Employee shall be deemed compliant with said requirements. Any such Employee previously so laid off shall have fourteen (14) days after the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 12205 S. Yukon Avenue, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the Employer's notice.

Section 3. The Employer shall not be required to notify Officers who are laid off longer than 1 year prior to filling a vacancy. Officers who are laid off for longer than 1 year shall be required to re-apply through the normal hiring process.

ARTICLE XXII

GRANT OVERTIME

Section 1. Grant Shift Payments. Any Glenpool Police Department “Employee,” as that term is defined in the CBA, who is called upon, and volunteers, to work a shift for which compensation is to be paid from funds awarded to the City of Glenpool by the Grant (“grant shift”) shall, solely as compensation for any and every such grant shift and shall in all cases pertaining to any and every such grant shift, be paid at an hourly rate equivalent to one-and-one-half times that Employee’s standard hourly rate. This rate of pay for grant shift hours worked shall not vary under any circumstance, to include without limitation all grant shift hours worked on a holiday. This rate of pay shall not be deemed to constitute over-time under any circumstance for purposes of Article VII of the CBA, notwithstanding its payment at the over-time rate of pay. Compensatory time for grant shift hours is not an option.

Section 2. Section 2 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall be counted in calculating any Employee’s hours worked during a work period as defined in Article VII of the CBA. Consequently, grant shift hours shall NOT be deemed or in any way compensated as “overtime” hours for purposes of Section 2. Further, NO Employee shall have the option of choosing to accept payment for grant shift hours in the form of compensatory time. Whether any Employee does or does not accrue or exceed 40 hours in any given work period will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 2, Article VII of the CBA for all purposes.

Section 3. Section 3 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall for any purpose be treated as off-duty call back hours with respect to the provisions of Section 3 of Article VII of the CBA. Neither the call-back nor stand-by provisions of Section 3 shall have any application whatsoever to grant shift hours. Whether any Employee does or does not accrue time under such call-back or stand-by provisions will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 3, Article VII of the CBA for all purposes.

ARTICLE XXIII

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the 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 severable.

Section 2. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and Employer shall be subject to the provisions of this Agreement unless the terms of said Appendix specifically delete or change a provision of this Agreement, and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Section 4. This Agreement and such subsequent amendments to this Agreement as are memorialized by memoranda of understanding, constitutes the complete and entire understanding of all terms and conditions of employment to be governed by this Agreement during the Term of this Agreement and it cannot be altered in any manner, save by the complete written concurrence of duly authorized agents or representatives of the Lodge and the Employer.

ARTICLE XXIV

SPECIALTY ASSIGNMENT PAY

Section 1. Only such Employees as are assigned to perform the duties of Detective as of July 1, 2016, shall receive “Specialty Assignment Pay” of \$25/month.

ARTICLE XXV

OFFICERS' BILL OF RIGHTS

Section 1. Statement of Policy. This Officers' Bill of Rights is included to set out policies and procedures with respect to the following matters:

- a. Receipt and processing of complaints against Employees, if such should occur, from any source.
- b. Creating a documentary history of any such complaints.
- c. Preliminary inquiry into the validity/substantiation of complaints.
- d. Administrative leave with pay, if warranted.
- e. Dismissal of complaint and record of vindication in the event a complaint is found to be unsubstantiated.
- f. Proceed with investigation if preliminary investigation discloses reason to believe the complaint may be substantiated.
- g. Notice of Investigation, to include all relevant factors pertaining to the complaint and advising the subject Employee of his rights.
- h. Conduct of the investigation, right to representation, due process safeguards.
- i. Notification of results of investigation.
- j. Potential disciplinary actions if investigation results in finding of violation.
- k. Appeal procedure, if applicable.
- l. Grievance procedure, if applicable.
- m. Fundamental rights.
- n. Not applicable to probationary Employees.
- o. Not applicable to complaints of criminal conduct.

The authority of any Oklahoma CLEET (Council on Law Enforcement Education and Training)-certified police department to investigate allegations of conduct that is potentially in violation of provisions of that police department's manual of policies and procedures is within the scope of reserved management rights under this Agreement and does not constitute an unfair labor practice *so long as substantive and procedural due process requirements are observed.*

It is the purpose and intent of this Article XXV to articulate the scope of those due process rights and to provide a method whereby complaints against Employees shall be processed and handled in such a manner as to afford all appropriate safeguards.

Section 2. Complaint Procedures.

- a. All complaints implicating Employees from any source, whether civilian, non-Lodge departmental or City employee or fellow officer must be referred to the Chief or the Assistant Chief.
- b. All sworn officers who observe or receive information concerning misconduct by any Employee shall refer the complaint to the Chief of Police or the Assistant Chief, or in the event neither is available, a supervisory officer. Any supervisor who receives a complaint against an Employee shall forward a sealed copy of the Complaint Report to the Chief of Police as soon as possible.
- c. All complaints from the public must be submitted on a Glenpool Police Department Complaint Report and, whenever possible, should be taken by the Chief or Assistant Chief. If neither is available, the complaint may be taken by the supervisor on duty.
- d. Civilian employees are not authorized or allowed to take citizen complaints regarding officer Employees. However, civilian supervisors may accept complaints regarding civilian employees.
- e. If the complaint is internally generated, it may be reported to the Chief or Assistant Chief in writing as permitted by the discretion of the City Manager, Chief or Assistant Chief. It is prohibited for any complainant who is an Employee or civilian employee of the City of Glenpool to discuss the content of such a complaint with any person other than the individual taking the complaint. If an internal complaint is received by the City Manager, it shall be forwarded either verbally or in a sealed envelope to the Chief of Police as soon as possible.
- f. As a matter of policy, a written complaint (along with any supporting documentation) shall be required in all cases of any person making a complaint against an Employee unless an extenuating circumstance warrants a verbal report. If a written statement is not given, the complaint may be given credibility and disposed of in the most appropriate manner as determined by the Chief of Police. The lack of a written statement by a complainant shall not invalidate a complaint, but the Chief of Police may give the appropriate level of notice to this fact.
- g. If a complaint concerns a matter that can be explained to the satisfaction of the complainant, the subject Employee should attempt to explain the situation to the complainant. If the explanation satisfies the complainant, no Complaint Report needs to be filled out and the complaint shall be deemed resolved without further action or record.
- h. Complaints that arise from a dispute between an Employee and a civilian over guilt or innocence of an accused person will not be investigated pursuant to this Article XXV. Complainants in such cases shall be advised to pursue adjudication through the court system.

- i. The Chief of Police or Assistant Chief is required to ensure that each complaint not informally resolved is assigned a “complaint control number” and logged into the departmental index system, to include at least a log book that is maintained in a secure, confidential location and will contain records indexed for quick reference by control number (not by name of Employee) of all complaints, notices of investigation, statements, interview records and disposition records pertaining to every complaint submitted. The index system shall be designed to allow quick referral to any complaint and provide security against access to the records of complaint reports by unauthorized persons. All records of complaint investigations shall be stored as to maintain the confidentiality of the investigation. Complaints that are unverified or the subject Employee is otherwise exonerated shall be destroyed and no record of such complaint may be maintained in any form.
- j. The Chief of Police, or his designee, will supervise and control all investigations of alleged misconduct within the Department in accordance with procedures mandated by this Article XXV.

Section 3. Preliminary Inquiry.

The Chief of Police or Assistant Chief shall maintain administrative control over all complaints and will be responsible for conducting a preliminary inquiry as to the validity of the complaint, whether from a citizen or internal. The preliminary inquiry may consist, without limitation, of a review of all records or reports as well as any audio or video recordings that may exist. The preliminary investigator may conduct such interviews of supervisory personnel as may be deemed helpful or necessary, provided that the preliminary inquiry shall not include any interview or interrogation of the subject Employee(s) unless the Employee(s) have been fully informed of their rights and responsibilities in accordance with the Notice of Investigation provided by Section 5 of this Article XXV. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered an interrogation within the meaning of this Article XXV.

If the preliminary investigation discloses there has been no misconduct, or that any reported misconduct has been satisfactorily resolved, there will be no further investigation and there should be no further mention of the incident complained of. The investigation will be closed and no record shall be maintained.

If the preliminary investigation indicates to the Chief of Police or Assistant Chief that there is reason to believe the complaint may be substantiated, the Chief of Police (but not the Assistant Chief) shall proceed with the formalities of a more complete investigation and, if appropriate, disciplinary actions in accordance with all procedures and safeguards provided by this Article XXV.

Section 4. Administrative Leave Option.

If the Chief of Police determines that further investigation of the complaint is warranted, and depending on the severity of the allegation(s) in the complaint, the Chief of Police (but not the Assistant Chief), with the concurrence of the City Manager, will decide whether to place the subject Employee on administrative leave (with pay) during the investigation. Administrative leave may be assigned as relief from duty (sent home) or assigned to administrative duties within the Department.

An Employee on administrative leave shall retain full police powers, their badge, commission card and firearm except as stated otherwise in this Section 4. If the preliminary investigation revealed a reasonable likelihood that retention of police powers and equipment may place the Employee or the public at risk, the reasons for this conclusion must be documented and the Chief of Police will personally notify the Employee to surrender his badge, gun and commission card before going on administrative leave.

Section 5. Notice of Investigation.

If the Chief of Police, following the preliminary investigation, determines that further investigation of the complaint is warranted, the Chief of Police must give any Employee who is the subject of an investigation a written statement ("NOTICE OF INVESTIGATION"). A Notice of Investigation must include, without limitation, the following information:

- a. The allegation(s) of misconduct being investigated; and
- b. A statement advising the Employee of the possibility of disciplinary action following the conclusion of the investigation; and
- c. A statement of the Officer's rights (including the right to representation by the Lodge and/or by legal counsel; and the right to request an interview of any person of his choice as a witness) and responsibilities (including the obligation to cooperate fully in the investigation upon penalty of insubordination, as well as notice that no self-incriminating statement, nor the fruits of any such statement, can be used against the Employee in subsequent proceedings (the "Garrity Statement").

No interrogation of an Employee who is the subject of an investigation nor interview of any witness (whether civilian or any employee of the City of Glenpool) may be conducted until the Notice of Investigation is given to the subject Employee. If an interrogation of the subject Employee, or an interview of a potential witness, is scheduled, the Notice of Interrogation must be provided at least three days in advance.

Section 6. Conduct of Investigation/Interrogation.

- a. The person conducting any investigation/interview shall be the Assistant Chief or a supervisory officer designated by the Chief of Police (the "Investigating Officer").
- b. Interrogation/interview sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- c. Any Employee being interrogated/interviewed shall not be subjected to offensive language or threatened with any kind of disciplinary action to compel testimony (provided that such Employee may be reminded that failure to cooperate may result in a finding of insubordination and disciplinary action, if so stated in the Notice of Investigation/Garrity Statement). No promise of reward shall be made as an inducement to obtain testimony or evidence.
- d. The Employee being interrogated/interviewed shall, in addition to the Notice of Investigation and at the commencement of the interrogation/interview, be completely informed of all his rights pursuant to this Article XXV and of his responsibility to answer all questions. This notification shall be included on the tape recording or in the written record of any interrogation/interview.
- e. At the request of any Employee being interrogated/interviewed, he shall have the right to be represented by legal counsel or any other representative of his choice who may be present throughout such interrogation, at no expense to the Employer.
- f. The interrogation/interview of Employees may be taped or recorded in written form at the discretion of the Investigating Officer. Employees being interrogated/interviewed may record the proceedings with their own device or make a written record at their own expense. Records and tapes compiled by the Department shall be exclusively retained by the Department as confidential information, but may be used by the Investigating Officer to make his final findings of fact and recommendations to the Chief of Police at the conclusion of the investigation. If the investigation results in disciplinary action, the Employee shall be entitled to request a copy of all recordings or written records of the interrogation/interview, as well as all evidence presented during the interrogation/interview.
- g. All questions shall be narrowly focused on, and relevant and pertinent to, the subject matter of the complaint. If any additional violations are alleged because of evidence presented during the investigation, the Investigating Officer shall consult with the Chief of Police prior to investigating such newly uncovered alleged violation(s). The Employee being investigated/interviewed shall be informed in writing at that time that the investigation may be expanded to include the additional alleged violations.

Section 7. Communication of Results.

Investigations of alleged misconduct shall be concluded, and a report of findings and recommendations made to the Chief of Police by the Investigating Officer, as promptly as practicable under the circumstances and considering the complexity of the investigation. The Investigating Officer shall submit weekly progress reports to the Chief of Police during the investigation if it lasts more than one week. The investigation should be completed within thirty calendar days unless the scope of the investigation prevents its completion in that time. The Chief of Police must approve extensions of the thirty-day time limit.

The Employee under investigation shall receive written notification from the Chief of Police as to the determination of the investigation.

If the Employee is exonerated of the complaint by the investigation process, the complaint shall be deemed unfounded and unsubstantiated. The complainant shall be advised of this outcome and any records of the investigation shall be sealed and retained in a secure and confidential location.

If it is found that the Employee committed misconduct alleged by the complaint, the Chief of Police shall make a determination as to appropriate discipline. That determination shall be communicated to the Employee in writing, along with all reasons for making such determination.

Section 8. Potential Disciplinary (and Non-Disciplinary) Actions.

In addition to the performance of their normal duties in a professional manner as prescribed by departmental operations procedures (SOP 200 – 295, as they may be amended, revised, supplemented or superseded), all Employees are required to maintain high standards of conduct, cooperation, efficiency and attitude in compliance with departmental general rules of conduct (SOP 110, as it may be amended, revised, supplemented or superseded). The Chief of Police or his designee shall direct Employees in a manner to achieve these objectives. Employees are held responsible and accountable for their own work performance, attitudes and behavior. Whenever work habits, conduct, or attitude fall below acceptable standards, the Chief of Police shall take immediate remedial steps to bring improvements. Such remedial steps may fall within a spectrum from informal discussion and advice to formal disciplinary action.

The following violations, without limitation, are among those considered just cause for disciplinary action: (i) Gross neglect of duty or refusal to comply with a supervisor's lawful instructions, unless such instructions are injurious to the Employee's or the general public's health or safety; (ii) Disobedience, insubordination or dishonesty; (iii) Indulging in offensive conduct or using offensive language towards the public or in public towards employees of the City of Glenpool; (iv) Any form of disorderly conduct or conduct not becoming a police officer; (v) Known criminal associations; (vi) Misuse of departmental equipment or materials; (vii) Falsification of an official police record. Violations of law resulting in criminal conduct are outside the scope of this Article XXV; (vii) Excessive use of

force or any other unwarranted belligerent or disrespectful conduct toward one or more citizens; and (viii) Intentional or repetitious violations of departmental written directives, including without limitation SOP's, policies, special directives, training materials, personnel directives, memoranda, or rules and regulations.

After receiving the report of findings and recommendations, following an investigation in a manner consistent with this Article XXV and which includes findings of a violation of any departmental standard operating procedure, any otherwise stated policy of the Department, or any of the foregoing standards of conduct, the Chief of Police or, as applicable, the City Manager shall determine the appropriate disciplinary action.

The Department may, as warranted and in accordance with the Employee's right to substantive and procedural due process as provided by this Article XXV, impose one or more of the following disciplinary actions:

- (1) Oral Reprimand (record of oral reprimand to be made and entered into the affected Employee's Personnel File)
- (2) Written Reprimand
- (3) Shift Reassignment
- (4) Suspension without pay
- (5) Demotion, in rank and/or pay
- (6) Termination

If the disciplinary action to be imposed is either of an oral reprimand, written reprimand or shift reassignment, such action may be taken directly by the Chief of Police. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager, with the concurrence of the Chief of Police and counsel of the City Attorney. The City Manager will provide the Employee with a letter documenting the disciplinary action. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

In cases deemed appropriate by the Chief of Police, the consequence of a finding that a complaint has been substantiated may not result in formal disciplinary action as provided by this Section 8. Documentation of the infraction and remedial action to be taken by the Employee, or training to be provided by the Department, may be reduced to a written Supervisory Notice. Such Notice will detail the Employee's deficiency/policy violation will be directed to the Employee and a copy routed to the Director of Human Resources to be placed in a file to be maintained separately from the

Employee's permanent personnel file. The Notice will be retained on file for one (1) year and will be automatically purged upon expiration. Such Notices may be used for documentation related to an Employee's annual evaluation. For purposes of this Article XXV, a Supervisory Notices shall not be classified as a disciplinary action, but rather a management tool to keep Employees and management aware of ongoing Employee performance.

Section 9. Appeal/Grievance Procedures.

If disciplinary action to be imposed is either an oral reprimand, written reprimand or shift reassignment, such action may be appealed to the City Manager, whose decision shall be final. The Employee shall nevertheless have recourse to the grievance procedure provided by Article IV of this Agreement.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager and may be appealed only through the grievance procedure.

In all cases a record of the disciplinary action, the reasons for it and the result of any appeal shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

An appeal of a disciplinary action may result in either of:

- a. The Employee is exonerated and all discipline shall be vacated and the officer returned to the status and benefits as he had before the discipline was imposed; or
- b. The discipline imposed shall be sustained and remain in place; or
- c. The disciplinary action may be modified, provided that such modification may only result in a disciplinary action of lesser severity or a Supervisory Notice.

Disputes, disagreements or grievances resulting from any lack of clarity in language or otherwise arising for any reason relating to the implementation of this Article XXV, and not resolved by internal appeal, shall be resolved through the grievance process provided by Article IV of this Agreement.

Section 10. Fundamental Rights.

- a. No Employee shall be suspended, discharged, demoted, transferred, reassigned or denied promotion or otherwise be disciplined in regard to his employment, or be threatened with any such treatment, because of his exercise of the rights granted by this Article XXV of this Agreement.
- b. Employees are afforded all rights, protections, and guaranties, granted to any other employee of the City of Glenpool by the Constitutions of the United States and the State of Oklahoma, as well as all federal, state, and municipal laws, and ordinances.
- c. No Employee shall be required to disclose the Employee's own or any member of the Employee's family or household's income, assets, debts, expenditures, or other financial

information unless such information is unequivocally relevant to the investigation of a complaint, a conflict of interest investigation, or otherwise required by State or Federal Law.

- d. No Employee shall be required under any circumstance to donate or contribute to any type of political or charitable campaign.
- e. An Employee shall have the same rights and responsibilities to conduct the Employee's private, personal, or social life as other employees of the City of Glenpool, provided that such conduct does not jeopardize, degrade, or interfere with the interests or functions of the City or the Police Department.

Section 11. Probationary Employees.

The parties to this Agreement recognize the right of the Employer to implement a probationary period for newly hired Employees. It is the intent of the parties that probationary Employees shall not be entitled to the protections set forth in this Article XXV and agree that probationary Employees may be terminated for any cause, or without cause, without the right to proceed to arbitration.

Section 12. Criminal Investigations.

This Article XXV applies only to internal investigations of complaints that might reasonably be expected to result in administrative disciplinary proceedings and has no application to complaints alleging criminal conduct of any Employee. "Criminal" means that a sustained complaint could conceivably result in the filing of a criminal charge. Any complaint classified as a criminal complaint shall be reported immediately to the City Manager and sent to the Criminal Investigations Commander, as designated by the Chief of Police, for follow-up investigation and action in accordance with departmental SOP 320; CLEET policies; and any other applicable lawful requirements. The Chief of Police may request the assistance of an outside agency such as the O.S.B.I. or the F.B.I. or D.E.A. to assist in conducting an internal criminal investigation.

ARTICLE XXVI

SUBSTANCE ABUSE PROGRAM

The procedures outlined in this Article for Drug and Alcohol Testing shall supersede and be in addition to, all other articles of this Agreement between the Employer and the Lodge.

Section 1. Policy

The Lodge and the Employer recognize the desirability of maintaining a uniform policy for administering drug and alcohol testing for bargaining unit members in accordance with state and federal law.

The parties agree that the use and abuse of drugs and alcohol while in the workplace constitute a violation of the law, and may also represent a threat to personal and public safety and property and the ability of Employees to perform their jobs. Such behavior shall not be tolerated and the Employer will administer a program to educate Employees regarding the hazards of substance abuse and to eliminate such abuse. The Employer's program shall include efforts to rehabilitate Employees suffering from substance abuse problems.

The parties agree that the Employer and the Lodge have a joint interest in workplace safety, and the elimination of substance abuse. The parties recognize that an effective means to reduce and hopefully eliminate drug and alcohol abuse by Employees is drug and alcohol testing.

Definitions

1. "Alcohol abuse" means the ingestion of alcohol or alcoholic beverages, on or off duty, so that the unit member is under the influence of alcohol while on duty.
2. "Illegal drug" means any drug, which is not legally obtainable, maybe legally obtainable but has not been legally obtained by the unit member, or drug that is being used in a manner or for a purpose by a member other than as prescribed by a physician.
3. "Laboratory" means the medical or clinical facility authorized by the Employer to perform analysis of samples collected under this Article.
4. "Legal drug" means any prescribed drug or over the counter drug, which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

5. “Medical Review Officer (MRO)” means the licensed professional or substance abuse professional, who has knowledge and training to interpret and evaluate an individual’s test results together with an individual’s medical history and any other relevant information, authorized by the Employer to perform medical review of the drug testing results.
6. “Medical facility” means the medical or clinical facility authorized by the Employer to perform collections of samples under this Article.
7. “Reasonable suspicion” results when there is an articulable belief based on specific objective facts and reasonable inferences drawn from those facts that a unit member is under the influence of a substance or substances, including, but not limited to, an articulable belief that results from an accident involving a member in which a work-related injury to the member or another person results or property has been damaged as a direct result of the member’s use of drugs or alcohol or both.
8. “Substance abuse” means either the use of an illegal drug or alcohol abuse.
9. “Under the influence” means a person who has an alcohol concentration level of 0.04 or greater or a confirmed positive drug screening.

Section 2. Application

This policy applies to all Police Department Employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 *et. seq.* (the “Act”) as amended. All applicants, and all Employees who have not done so, will be required to acknowledge and sign the Drug/Alcohol Testing Consent Form at Appendix 7.

Section 3. Applicant Pre-Employment Testing

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the Employer’s withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 4. For Cause Testing

Drug and/or alcohol testing may be conducted on any Employee at any time the Employer has reasonable suspicion that there is cause to believe that an Employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances;

1. Observation of drugs or alcohol on or about the Employee's person or in the Employee's vicinity;
2. Observation of conduct on the part of the Employee that suggests that the Employee is impaired or is under the influence of drugs or alcohol;
3. Receipt of a credible report of drug or alcohol use by an Employee while at work;
4. Information that an Employee has tampered with drug or alcohol testing at any time;
5. Negative job performance patterns by the Employee; or
6. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the Employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) and forwarded to the Human Resources Director within twenty-four (24) hours of the event.

The Employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The Employee will not be allowed back to work until the results of the test are known.

Section 5. Post-Accident Testing

Post-Accident drug and/or alcohol testing may be conducted on an Employee where there has been damage to Employer property or equipment while the Employee was at work or the Employee or another person has sustained an injury while at work. The post-accident test will be administered while the Employee is still on duty or as close to as possible. No Employee required to take a post-accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post-accident testing.

Section 6. Random Testing

The Employer may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

Section 7. Periodic Scheduled Testing

The may require an Employee to undergo drug or alcohol testing as part of a routinely scheduled Employee fitness for duty examination or in connection with the Employee's return to duty from a leave of absence due to an illness or injury.

Section 8. Post Rehabilitation Testing

The Employer may require an Employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the Employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post rehabilitation testing will be conducted in addition to any other testing the Employee is subject to under this policy.

Section 9. Substance for Which Tests May be Given

The Employer reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include but not limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Section 10. Methods and Documentation

Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the Employer at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or Employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. If an Employee wished to challenge the results of the Employer's test, he/she may do so as provided in this policy. The Employee must have had the sample collected within one hour of the Employer's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 11. Costs

The Employer is responsible for all costs associated with drug or alcohol testing. However, if an Employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result to challenge the results of the positive test, the Employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the finding of the challenged positive test. In such case, the Employer will reimburse the person for the cost of the confirmation test.

Section 12. Refusing to Undergo Testing or Tampering with Sample

Employee refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 13. Medical Review Officer

The Employer will contract with a Medical Review Officer who will receive confirmed positive results from the testing facility and evaluate those results in conjunction with the subject Employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or Employee prior to notification of City officials. The applicant or Employee will be given the opportunity to explain the test result.

Section 14. Confidentiality

The Employer will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the Employer but will be made available to the affected applicant or Employee for inspection and copying upon request. Except as set forth below, the records will not be released to any person other

than the applicant or the Employee without that person's express written permission. However, the Employer may release the records:

1. To comply with a valid judicial or administrative order;
2. As admissible evidence in a case or proceeding before a court of record or administrative agency if the Employee or the Employer is named as a party in the case or proceeding; or
3. To Employee or agents of the Employer who need access to the records relating to the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 15. Disciplinary Action

The Employer may elect to take disciplinary action, up to and including termination of employment against an Employee who:

1. Tests positive for drugs and/or alcohol;
2. Refused to test under this policy;
3. Adulterates a specimen for a drug or alcohol test.

Positive Test Results

The Employer will evaluate the employment history of any Employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the Employee's total work record. Where deemed appropriate by management, an Employee may be offered the opportunity to enter an Employee Assistance Program (EAP). Continued employment will be contingent upon the successful completion of an EAP and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the Employer reserves the right to initiate disciplinary action, up to an including termination of employment, for the first positive test result. Any decision regarding disciplinary action under this policy by management will be final and binding subject to the grievance process available to permanent full-time members of the bargaining unit.

Employees who have tested positive, and who have been offered the opportunity to participate in a EAP in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An Employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative

test is not provided within 12 weeks, the Employee will be terminated from employment. Until a negative “return to work” test is supplied, the Employee will be on leave without pay. However, an Employee may request permission to use accrued sick leave, compensatory time and vacation leave. An Employee may request a “return to work” test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative “return to work” test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action up to and including termination of employment.

In the event the Employer does not terminate the employment of an Employee who has a positive test result, the Employee who enters an EAP after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

An Employee who is discharged from employment because of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for eligibility for unemployment compensation and the Employer will protest any application for unemployment benefits.

Section 16. Prohibitions

No Employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any Employee to perform any work duties if the supervisor is aware the Employee has an alcohol concentration of 0.04 or greater. No Employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no Employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the Employee has used any controlled substance, except when the use is pursuant to the instruction of a physician and where the physician has advised an Employee the substance will not adversely affect an Employee’s ability to drive a vehicle or operate equipment. No supervisor having knowledge that an Employee has used a controlled substance may permit an Employee to be on duty or drive/operate any City vehicle or equipment.

Section 17. Responsibilities of Individuals

To comply with the provision of this policy, each Employee assumes the following responsibilities:

1. Working Under the Influence of Performance Impairing Medication

Employees who have been prescribed legal medication that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

2. Reporting to Work or Working While Impaired

Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

3. Reporting Violations

The services provided by certain Employees are performed, at times, under hazardous and dangerous conditions. Thus, Employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

ARTICLE XXVII

PERFORMANCE EVALUATIONS

Section 1. Employees of the Glenpool Police Department shall have their performance evaluated annually. At each anniversary of an Employee's hire or promotion date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

Section 2. Employees who fail to meet articulated expectation within a stated time period, will be provided a Corrective Action/Performance Improvement Plan. If an Employee continues to fall below expectations, the Employee may be subject to disciplinary action.

Section 3. When an Employee is evaluated on his/her performance, the Employee shall be given an opportunity to examine the performance evaluation; and to discuss it with his/her supervisor. The Employee shall sign the evaluation form, and attach any relevant documents to the form. The signature does not indicate agreement with the evaluation. The Employee shall be given a copy of the performance evaluation. A copy, with any attachments, shall be placed in the Employee's official personnel file.

Section 4. Violations of the procedures contained herein are subject to the grievance procedure; however, the rating determined by the Employee's immediate supervisor and the Police Chief is not a proper subject for the grievance procedure.

ARTICLE XXVIII

LEAVE SHARING

Statement: The Employer recognizes that Employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off more than their available vacation, sick or personal time. To address this, need all eligible Employees of the bargaining will be allowed to donate vacation, sick, or personal time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility: Employees who donate time must be employed with the Police Department for a minimum of 1 year.

Guidelines: Employees who would like to make a request to receive donated time from their co-workers must have a situation that meets the following criteria:

Family Health Related Emergency: Critical or catastrophic illness or injury of the Employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the Employee is the legal guardian or sole caretaker.

Other Personal Crisis: A personal crisis of a severe nature that directly impacts the Employee. This may include a natural disaster impacting the Employee's primary residence such as a fire or severe storm.

Employees who donate time from their unused balance(s) must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- 40 hours

Note: Employees who donate time must have sufficient time in their leave balance(s) and will not be permitted to exhaust their balances because they may experience their own personal need for time off. Employees cannot borrow against future leave time to donate.

Employees who receive donated leave time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

The amount of leave hours donated by one Employee to another Employee is considered confidential information.

Employees who are currently on an approved leave of absence cannot donate leave time.

If the recipient Employee has any available vacation, sick, or personal time in their balance, this time will be used prior to any donated leave time. Donated leave time may only be used for time off related to the approved request. Any donated leave that is more than the time off needed will be returned to the donor.

Procedure: Employees who would like to make a request to receive donated time are required to complete a “Request For Donated Leave Time Form”, which includes authorization of the HR Director to notify the FOP President of their request. The FOP President will notify the members of bargaining unit of the need for the sole purpose of soliciting donations.

Employees who wish to donate leave time to a co-worker in need must complete a “Donation of Leave Time Form”.

Employees receiving and using shared leave will continue eligibility for employment benefits (healthcare, leave accruals). If conditions of the leave qualify under the Family Medical Leave Act (FMLA), the Employee’s paid time will count as FMLA (maximum FMLA = 12 weeks).

All leave donations will be on an hour-for-hour basis and in one hour increments. No consideration will be given to the dollar value of the leave donated.

Forms for requesting donated leave time and for recording donated leave time are at Appendix 8. These must be completed and submitted to the Human Resources Director by hand or via email.

ARTICLE XXIX

FOREIGN LANGUAGE INCENTIVE

The Lodge and the Employer recognize that there are members of our community who do not speak English, or who are more comfortable speaking in their native language, may need to use an alternative means of communicating with Law Enforcement.

As such, any member of the bargaining unit who wishes to learn an additional language(s), may do so. The Lodge member will be compensated at their regular hourly rate during training. The member should strive to train during their regular shift. Off-duty training time must be approved by the Police Chief. The training may consist of classroom learning, online training resources (such as Rosetta Stone software, Mango Language applications, or other applications, as approved by the Employer), and interacting with native speakers of the language being trained. The Employer will purchase language training software which shall be shared by all participating members.

After Lodge members have successfully completed training and demonstrated their competency they will be compensated by receiving a \$75/month foreign language stipend. Officers who wish to become multi-lingual may complete and be compensated for 2 language courses, meaning their maximum monthly stipend would be \$150/month after training and competency demonstration. The competency demonstration will consist of a written test, and/or meeting with a professional in the area of teaching the language the member is currently studying (i.e. a local professor, or possibly a native speaker).

To be eligible for a Foreign Language Incentive, the Employer may require the Employee to take and pass a foreign language proficiency test every 2 (two) years, administered by an outside vendor selected by the Employer, or other foreign language certification acceptable to the Employer.

Languages currently accepted:

Burmese

Spanish

This incentive will expire on June 30, 2018. The Employer agrees to reassess the need for this Article during FY 18-19 negotiations. The Employer reserves full discretion to continue or not continue the Foreign Language Incentive based on the member's course completion or participation during FY 17-18.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of
_____ 2017.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

BY: _____
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY: _____
President or Lodge Representative

Attest:

Secretary

APPROVED AS TO FORM:

City Attorney

APPENDIX 1

POINTS AWARDED FOR TEST SCORES

Each applicant's written score shall be recorded as a raw score. This raw score shall be based on a possible one hundred (100) percent score. That percent will be the total points earned, i.e. 95% is equal to 95 points.

APPENDIX 2

POINTS AWARDED FOR ORAL REVIEW BOARD

In this category, the applicant's total score is based on seventy-five (75) points possible in the following manner:

1. The review board shall ask five (5) questions per applicant with each question being scored on a scale of one (1) to five (5) per question. (The total number of points possible for each board member is twenty-five (25)).
2. Each applicant's points shall be determined by totaling each raw score awarded them by each of the three (3) members of the oral review board. (The total number of points possible from all three (3) members is seventy-five (75)).
3. The applicant's total score will be included in the Officer's total promotional point score. (Appendix 6)

APPENDIX 3

POINTS AWARDED FOR SUPERVISOR RECOMMENDATION FORM

In this category, the applicant's total score is based on seventy-five (75) points possible:

1. Supervisor Recommendations for shall consist of three (3) categories with each category being worth a maximum of five (5) points.
2. Each recommendation form will have a total of fifteen (15) possible points.
3. There will be five (5) supervisors completing these recommendations for a total of seventy-five (75) points possible.

APPENDIX 4

OFFICER'S PROMOTIONAL POINT SCORES

List each applicant's score from appendix 3/4/5 as noted below.

Written test score:	Max of 100
Oral board:	Max of 75
Supervisor recommendation:	Max of 75
Applicant's total score	Max of (250)

APPENDIX 5

PROMOTIONAL PROCESS MATRIX

Step 1-
Notify Eligible Officer of Opening and set
date for response.

Step 2-
Eligible officer submit request to the
Chief of Police

Step 3-
Department sets written testing date for
eligible officers.

Step 4-
Department sets date for oral review
board. Oral Boards commence

Step 5
Supervisors complete the supervisor
recommendation form for each applicant

Step 6-
Promotional Committee calculates scores
and completes a list with name and
highest points earned first, then
remaining list in descending order.

Step 7-
Chief receives list from Promotional
Committee and promotes based on that
list.

APPENDIX 6

SUPERVISORS RECOMMENDATION FORM

Supervisors will grade each applicant on a 1 to 5 scale. After the form is completed it will be sealed in an envelope. It will then be returned to the Chief's office to later be given to the Promotional Committee for tallying.

Applicants Name: _____

Applicants Current Rank: _____

- | | | | | | |
|--------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| 1. Leadership Skills - | 1
<input type="checkbox"/> | 2
<input type="checkbox"/> | 3
<input type="checkbox"/> | 4
<input type="checkbox"/> | 5
<input type="checkbox"/> |
| 2. Communication Skills- | 1
<input type="checkbox"/> | 2
<input type="checkbox"/> | 3
<input type="checkbox"/> | 4
<input type="checkbox"/> | 5
<input type="checkbox"/> |
| 3. Motivation Skills- | 1
<input type="checkbox"/> | 2
<input type="checkbox"/> | 3
<input type="checkbox"/> | 4
<input type="checkbox"/> | 5
<input type="checkbox"/> |

Total _____

This section shall be completed by the Promotional Committee

Supervisors Name: _____

Date: _____

APPENDIX 7

EMPLOYEE AGREEMENT AND CONSENT TO

DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of the City of Glenpool, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis as applicable. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under City policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the City of Glenpool and/or its selected physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release all documentation relating to such test to the City of Glenpool and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the City of Glenpool to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly authorized City of Glenpool management employees will have access to information furnished or obtained because of the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and/or to respond to inquiries or notices from government entities, or such other purposes as are required by law.

I will hold harmless the City of Glenpool, its selected physician and any testing laboratory the City of Glenpool might use, meaning that I will not sue or hold responsible said parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse action that might arise as a result of the drug or alcohol test, even if the City of Glenpool, its selected physician or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the City of Glenpool, its selected physician, and any testing laboratory that the City of Glenpool might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, so long as such release or use of the information is within the scope of this policy and conforms to the procedures explained in the paragraph above.

The City of Glenpool drug/alcohol employee testing policy and this consent to submit to such policy as set forth in this authorization have been explained to me in a language I understand, I comprehend their meaning, and I have been told that if I have any questions about the test or the policy, to address them to my immediate supervisor or the Director of Human Resources and they will be answered as promptly and thoroughly as reasonably possible.

I UNDERSTAND THAT THE CITY OF GLENPOOL, WITHOUT LIMITATION, WILL REQUIRE A DRUG/ALCOHOL SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, OR WHENEVER OTHER CIRCUMSTANCES GIVE RISE TO A REASONABLE SUSPICION THAT DRUGS OR ALCOHOL HAVE BEEN USED EITHER IN THE WORKPLACE OR OTHERWISE IN SUCH WAY AS TO HINDER JOB PERFORMANCE.

Employee Signature

Employee Printed Name

Date

City of Glenpool Representative

Title

Date

APPENDIX 8-A

Request For Donated Leave Time Form

Date of Request:			
Employee Name:			
Number of Leave Days requested:		Beginning Date:	
Reason for request:			

I understand, that if the reason for leave, qualifies under the Family Medical Leave Act (FMLA), that this paid time will count as FMLA (maximum FMLA = 12 weeks). I understand that I may also need to provide a licensed practitioner's certification of my not being able to work.

I authorize the HR Director to release information concerning my need of donated time, to the FOP President. The FOP President will notify the members of the Bargaining Unit, for the sole purpose of soliciting leave donations.

Employee Signature

Date

HR Director Signature

Date

APPENDIX 8-B

Donation of Leave Time Form

I, _____, wish to donate the hours listed below to _____.

I understand that this leave donation becomes the “property” of the Employee donated to for the duration of the illness/personal crisis or until exhausted. Should the requirement of the donation cease to exist, leaving an unused portion, that portion will be returned to me.

Please indicate the type and amount of leave to be donated:

Type of Leave	# of Hours 4 Hour Minimum	or	# of Days 5 Days Maximum
Sick Leave			
Vacation Time			
Compensatory Time			
Combined Total Cannot Be Greater Than 40 Hours			

Terms and Conditions:

1. I understand that donations must be made in increments of whole hours.
2. I am donating these hours freely and have not been forced or coerced into doing so.
3. My donation, once processed and transferred through payroll, is irrevocable.
4. I understand my leave balance(s) will be decreased by the amount contributed.
5. I certify that after the donation, I will not have fallen below a balance of 40 hours in either my sick or vacation leave.

Employee Printed Name

Employee Signature

Date

HR Director Signature

Date & Time Received

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
SPECIAL MEETING

A Special Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority Special Meeting, Monday, June 19, 2017, 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 revision of FY17 Administrative Operations Agreement between City of Glenpool and Glenpool Area Emergency Medical Service District (GEMS).
(Lowell Peterson, City/District Attorney)
 - 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)
 - 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)
 - 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)
 - 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)
 - 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)
- D)** Adjournment.

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

Signed: _____
District Administrator/Secretary



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: _____

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

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**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: _____

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.
- 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 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: _____

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.
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 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: _____