

**SUCCESSOR SERVICE AGREEMENT BETWEEN THE
CITY OF OKLAHOMA CITY AND THE EMERGENCY
MEDICAL SERVICES AUTHORITY (EMSA)**

THIS AGREEMENT is made between The City of Oklahoma City, a municipal corporation, hereinafter referred to as "City", and the Emergency Medical Services Authority, a public trust, hereinafter referred to as "EMSA", upon execution of the parties and pursuant to the terms stated herein.

WHEREAS, EMSA is a trust established by the City of Tulsa, pursuant to Title 60, § 176, *et seq.*, to provide emergency medical services and ambulance transportation services to its beneficiaries, the City of Tulsa and The City of Oklahoma City, as well as other jurisdictions within the regulated service area, as defined in Chapter 6, Article I, §6-1(30) of The City of Oklahoma City Municipal Code; and

WHEREAS, EMSA or its operations contractor, is designated as the sole provider of emergency and routine ambulance transport in the regulated service area pursuant to Title 63, § 1-2515 of the Oklahoma Statutes; and

WHEREAS, in late 2020, the operating agreement between EMSA and its operations contractor, American Medical Response (AMR), was terminated; and

WHEREAS, subsequently EMSA assumed operation of ambulance transport services, emergency and non-emergency, in the regulated service area; and

WHEREAS, The Oklahoma City Fire Department (OKCFD) employs Emergency Medical Technician Paramedics (EMT-P) who can perform the duties of a Transition of Care (TOC) Medic for expedited return to service for EMSA paramedics; and

WHEREAS, the parties to this Agreement desire to provide the residents of Oklahoma City and surrounding areas served by EMSA continuous and responsive emergency medical service transport.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the City and EMSA agree as follows:

I. **CONSIDERATION, DUTIES AND RESPONSIBILITIES OF EACH PARTY**

a. **CITY**

- i. The City will assist EMSA with staffing needs by facilitating a voluntary overtime opportunity for Oklahoma City Fire Department

(OKCFD) EMT-P certified personnel to perform the duties of a Transition of Care (TOC) Medic as outlined in the TOC Medic Standard Operation Procedure attached hereto as Attachment "A" and/or as an EMT-Paramedic or EMT-Basic onboard EMSA ambulance/transport vehicles to provide field patient care;

- ii.. The OKCFD personnel shall serve in the capacity of a TOC Medic pursuant to the terms and conditions of their employment by the City of Oklahoma City and subject to the collective bargaining agreement negotiated between The City and the International Association of Fire Fighters (IAFF), Local 157;
- iii. The OKCFD shall have complete control over the manner and method of assignment of OKCFD personnel to service as a TOC Medic as defined by this agreement;

b. EMSA

- i. EMSA agrees to reimburse the City for all costs expended by the City for work performed by OKCFD personnel under the terms of this agreement by the 5th day of each month commencing the month following the date of execution of this agreement;
- ii. To the fullest extent allowed by law, EMSA shall release and indemnify The City of Oklahoma City for any loss resulting from its torts or the torts of any its employees and/or any third party.

II. TERM

- a. This Agreement shall become effective on July 1, 2022 following approval by The City Council of The City of Oklahoma City and the EMSA Board of Directors and executed by the proper officers of each entity;
- b. The terms of this Agreement may be renewed annually, on or before July 1 of each subsequent year, upon approval in writing by the City Manager and the EMSA Board of Directors and executed by the same;
- c. This Agreement may be terminated by either party with or without cause by giving thirty (30) days written notice.

III. NOTICES

- a. Notice of termination required under this Agreement under "Termination" shall be in writing, shall be considered received when mailed, and shall be mailed by certified mail, return receipt requested, to the City and EMSA at the following addresses:

If to the City: City Clerk,
The City of Oklahoma City
200 N. Walker Blvd., Suite 200
Oklahoma City, OK 73102

If to EMSA: EMSA
6205 S. Sooner Road
Oklahoma City, OK 73135

- b. The provisions of this agreement are severable. In the event any of the provisions of this Agreement are judicially determined to be unenforceable, then those terms shall be severed from the agreement and not affect the legality of this Agreement as a whole.

IV. COMPLETE AGREEMENT

This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year executed by the City.

Emergency Medical Services Authority (EMSA)

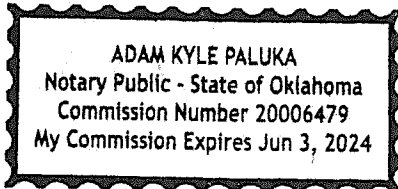
By:

Title:

John M. Easley
Interim President & CEO

Signed and notarized before me this 28th day of July, 2022

Notary Seal:



Notary: Adam Kyle Paluka
Commission Expiration: JUNE 3, 2024
Commission # 20006479

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this:

16th day of August, 2022,

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Patricia A. Kelly
ASSISTANT MUNICIPAL COUNSELOR