

**SECOND AMENDED AND RESTATED TRUST INDENTURE
EMERGENCY MEDICAL SERVICES AUTHORITY**

Table of Contents

Table of Contents

Article I. Creation of Trust.....	2
Article II. NAME.....	2
Article III. Purposes of Trust	3
Article IV. Duration of Trust	4
Article V. The Trust Estate	4
Article VI. The Trustees	4
Article VII. Powers and Duties of the Trustees	8
Article VIII. Beneficiaries of Trust.....	12
Article IX. Capital Accounts.....	13
Article X Withdrawal Opportunities.....	14
Article XI. Termination of Trust.....	15
Article XII. Acceptance	17
Article XIII. Rates.....	18
Article XIV. Major Financial Threats.....	18
Article XV. Effective Date and Closing Date.....	20

**SECOND AMENDED AND RESTATED TRUST INDENTURE
EMERGENCY MEDICAL SERVICES AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND AMENDED AND RESTATED TRUST INDENTURE, dated as of the _____ day of _____, 2022 (the "Trust Indenture"), is made and entered into by, between and among CATHY CARTER, as the City of Tulsa City Auditor-(the "Trustor"), and MICHAEL BAKER, RICHARD KELLEY, DR JEFFREY GOODLOE, PHIL LAKIN, ALLISON PETERSEN, TAMMY POWELL, JAN SLATER, SCOT RIGBY, R. SCOTT VAUGHN, WILEY WILLIAMS and BRYAN WOOD (the "Trustees").

WITNESSETH:

That the Trustor and Trustees have found it desirable to further the public purposes of the Emergency Medical Services Authority (the "Authority" or the "Trust") by clearly defining the role of the Authority, authorizing the Authority, for an indefinite period, to manage and operate the dispatching, field of operations, and all other operations of the Authority's emergency medical services system, and by clarifying expectations, reporting requirements and consequences, in the event the Authority is not able to meet the response times dictated within the Uniform Ordinance for Emergency Medical Services.

That the original Trustor, Francis F. Campbell, created a Trust named the EMERGENCY MEDICAL SERVICES AUTHORITY for the use and benefit of the City of Tulsa, Oklahoma, a Municipal Corporation, under Trust Indenture dated December 1, 1977, between the said Trustor, Francis F. Campbell, and the original Trustees, NORMA EAGLETON, MICHAEL E. KERPAN, GERALD E. GUSTAFSON, M.D., BERT BERGLAND, D.O., CHARLES A. FARMER, M.D., PHIL GOODWIN, RICHARD HORKEY, JAMES H. TODD, II, and MRS. CARL (PHYLLIS) EDMONDS.

That on February 18, 1987, said Trust was amended by an Amendment to the Trust Indenture in which the purposes of the Trust were amended.

That on March 23, 1990, said Trust was amended by an Amended and Restated Trust Indenture expanding said Trust for the use and benefit of the City of Tulsa, Oklahoma, and The City of Oklahoma City, Oklahoma, as beneficiaries (the "Amended and Restated Trust Indenture").

That said Trust was amended by Amendment Number One dated October 23, 1991; Amendment Number Two dated September 19, 1996; Amendment Number Three; Amendment Number Four; Amendment Number Five dated July 8, 1997; Amendment Number Six dated October

23, 2006; Amendment Number Seven, dated October 26, 2021; and Amendment Number Eight, dated May 26, 2022.

That the successor Trustor, Cathy Carter, and the Trustees desire to amend and restate in its entirety the Amended and Restated Trust Indenture, as heretofore amended by amendments Number One through Eight (1-8).

That the Amended and Restated Trust Indenture, as heretofore amended, can be amended and restated only by the Trustor and all of the current Trustees with the approval of two-thirds (2/3) of the membership of the City Council of each beneficiary of the Trust, the City of Tulsa, Oklahoma, and The City of Oklahoma City, Oklahoma.

That in consideration of payment by Trustor to the Trustees of the sum of Ten and 00/100 Dollars (\$10.00) and of the mutual covenants herein set forth, the said Trustees agree to hold, manage, invest, assign, convey and distribute, as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Authority or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits and increases thereof unto said Trustees, and said Trustees' successors and assigns, but nevertheless in Trust, for the use and benefit of the beneficiary or beneficiaries hereof, upon the trusts, terms and conditions herein stated.

NOW, THEREFORE, the undersigned Trustor and Trustees do hereby amend and restate in its entirety the Amended and Restated Trust Indenture, as heretofore amended, as follows, subject to the approval of the City Councils of The City of Oklahoma City, Oklahoma, and the City of Tulsa, Oklahoma, as aforesaid.

Article I. Creation of Trust

The undersigned Trustor creates and establishes a Trust for the use and benefit of the Cities of Tulsa, Oklahoma, and Oklahoma City, Oklahoma, as beneficiaries of this Trust (the "Beneficiaries" or "Beneficiary Member Jurisdictions"), and for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes, § 176 *et seq*, the Oklahoma Trust Act as may be amended or superseded from time to time, and other applicable Statutes of the State of Oklahoma.

Article II. NAME

The name of this Trust shall be EMERGENCY MEDICAL SERVICES AUTHORITY (hereinafter referred to as "Authority"). The Trustees shall under such name conduct all business and

execute all instruments, and otherwise perform the duties and functions required in the execution of this Trust.

Article III. Purposes of Trust

The purposes of this Trust are:

1. To operate or cause to be operated and to furnish and supply an emergency medical services system, community medical services, and such other purposes and functions permitted by Title 60, Oklahoma Statutes, §176 *et seq.* as may be amended and superseded from time to time for the furtherance of the general convenience, welfare, public health and safety of the inhabitants of the Cities of Tulsa and Oklahoma City (the Beneficiaries of this Trust), and for other jurisdictions including municipalities, counties, emergency medical service districts, school districts, Indian Nations or other governmental entities which elect to contract with the Trustees of this Trust (which jurisdictions shall be called “Non-Beneficiary Member Jurisdictions”).

2. To charge and collect user fees for the use of such ambulance services and such other services offered by the Authority.

3. To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid Trust purposes or any of them, to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of the aforesaid Trust purposes or in the event that any thereof shall no longer be needful for such purposes.

4. To hold, maintain and administer any leasehold rights in and to physical properties of the Beneficiaries demised to the Trustees, and to comply with the terms and conditions of any such lease providing such rights.

5. To provide funds for the costs of financing, acquiring, constructing, installing, purchasing, equipping, maintaining, repairing, improving, enlarging, remodeling, holding, operating, administering, contracting for, disposing of or otherwise dealing with any or all of the aforesaid services, utilities, buildings, facilities and all properties, real, personal or mixed, needful for executing and fulfilling the Trust purposes as set forth in this Trust Indenture and for all other charges, costs and expenses necessarily incurred in connection therewith; and in so doing to incur indebtedness either unsecured or secured by all or any part of the Trust Estate and/or its revenues.

6. To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly

chargeable against the Trust Estate and to distribute the remainder of such funds to the Beneficiaries, in accordance with this Trust Indenture.

Article IV. Duration of Trust

This Trust shall have duration for the term of duration of the Beneficiary Member Jurisdictions; provided however, that this Trust shall continue in existence until such time as its purpose shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated in accordance with the requirements of Okla. Stat. tit. 60 § 180 and as hereinafter provided.

Article V. The Trust Estate

The Trust Estate shall consist of:

1. The funds and property presently in the hands of the Trustees.
2. Any and all leasehold rights demised to said Trustees for the purposes of this Trust.
3. Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits and all other things of value coming into the possession of the Trustees, pursuant to the provisions of this Trust Indenture.

The Aggregate net worth of the Trust Estate as reflected in the annual audit shall be called the “Combined Capital Account.” The Combined Capital Account shall be the sum of the “Eastern Division Capital Account” and the “Western Division Capital Account” established as provided for in Article IX, “Capital Accounts.”

Article VI. The Trustees

1. There shall be ten (10) voting Trustees of this Trust.—One Trustee shall be ex officio the Mayor of the City of Tulsa, or the Mayor's designated representative who shall be a City of Tulsa employee serving a one-year term, and three (3) Trustees appointed by the Mayor of Tulsa pursuant to the City Charter. One Trustee shall be ex officio the Mayor of The City of Oklahoma City, or the Mayor’s designated representative who shall be an employee of the City of Oklahoma City serving a one year term, and three (3) Trustees appointed by the Mayor of The City of Oklahoma City pursuant to the City Charter. In addition to the Beneficiary member appointees, one (1) Trustee shall be a representative of the Non-Beneficiary Member Jurisdictions in the Western Division, who will be chosen as hereafter provided, and one (1) Trustee shall be a representative of the Non-Beneficiary

Member Jurisdictions in the Eastern Division who shall be chosen as hereafter provided. Each of the following qualifications shall at all times be met by at least one member of the Board of Trustees:

- a. At least one licensed attorney;
- b. At least one person knowledgeable in health care administration or operations (and who may be a physician, paramedic, or EMT);
- c. At least one person knowledgeable in finance, accounting or business administration;
- d. Once the above criteria have been met, remaining appointees shall possess such qualifications as may be deemed appropriate by the Mayors.

2. The Medical Director/Chief Medical Officer—appointed by the Medical Control Board, created pursuant to the Amended and Restated EMS Interlocal Cooperation Agreement between the Beneficiaries and Non-Beneficiary Member Jurisdictions, shall serve, ex officio, without voting rights, as a Trustee, except that in the event of a tie vote, the Medical Director/Chief Medical Officer shall cast the deciding vote.

3. The Trustees appointed by the Mayors of the Cities of Tulsa and Oklahoma City, other than the Mayors or a Mayor's designated representative, shall initially have staggered terms as follows:

- a. One shall be appointed by each Beneficiaries' mayor for three (3) years;
- b. One shall be appointed by each Beneficiaries' mayor for two (2) years;
- c. One shall be appointed by each Beneficiaries' mayor for one (1) year.

4. The governing bodies of the Non-Beneficiary Member Jurisdictions within each of the two Divisions shall choose their respective representatives on the Board of Trustees as follows:

- a. For purposes of representation on the Board of Trustees, each Non-Beneficiary Member Jurisdiction shall be associated with either the "Eastern Division" (i.e., communities east of the City of Stroud) or with the "Western Division" (i.e., communities west of the City of Stroud). Should Stroud become a Non-Beneficiary Member Jurisdiction, Stroud shall be associated with the Western Division. (See Exhibit A: Map of Eastern and Western Division);

The governing body of each Non-Beneficiary member jurisdiction in the respective division shall cast its votes for one person. The governing body of each Non-Beneficiary Member Jurisdiction shall be entitled to cast all of the number of votes which corresponds to the number of residents residing in that jurisdiction as most recently published by the United States Census Bureau.

- b. The person receiving the most votes shall be the winner of the election, and thereupon the elected person shall be entitled to become a Trustee for a three year term of office.
- c. Thereafter, every three years, the Non-Beneficiary Member Jurisdictions in each

Division shall follow the procedure set forth above to select the Trustee who represents the Non-Beneficiary Member Jurisdictions of that Division.

5. Except for the initial shorter terms described above and the terms of the Mayors of the City of Tulsa and The City of Oklahoma City or their designated representatives, the terms of all Trustees shall be for a period of three years.

6. No Trustee shall have any interest, financial or otherwise, either directly or indirectly, in any firm or organization that is a bidder for any competitively awarded contract, or in a firm or organization that contracts to provide ambulance service to the Authority.

7. Any Trustee who fails to attend any three (3) consecutive, regularly scheduled Board meetings or who fails to attend at least six (6) regularly scheduled meetings in any twelve (12) month period, without a reasonable and valid reason for such absence shall be deemed to have resigned from the Board.

8. The Trustees shall be subject to removal for cause shown by action of a District Court having jurisdiction over this Trust.

9. Each Successor Trustee duly appointed shall, without any further act or conveyance, become fully vested with all of the estate, properties, rights, powers, duties, and obligations of his predecessor hereunder, with like effect as if originally named as Trustee.

10. In the event of the default in payment of principal or of interest on any indebtedness created by said Trustees or any default under any instrument securing or pursuant to which such debt be incurred, a temporary trustee or receiver may be appointed, as shall be provided in any such instrument. Such temporary trustee or receiver shall, upon subscribing the required oath of office, become, without any further act or conveyance, fully vested with all of the estate, properties, rights, powers, trusts, duties and obligations of his/her predecessors in Trust, with like effect as if originally named as Trustee herein. The temporary trustee or receiver shall cease to have any power or authority upon the termination of all the defaults by which his/her appointment would have been authorized, and the permanent Trustees temporarily supplanted shall be automatically reinstated.

11. Bonds or other evidence of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the Beneficiaries, nor personal obligations of the Trustees of the Authority, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

12. The Trustees, the Beneficiaries or any agency thereof, shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith in the exercise of their honest discretion the performance of such Trust or in the operation of the Trust Estate, but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

13. No Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or any Beneficiary Member Jurisdiction in his/her or their capacity, nor can any Beneficiary Member Jurisdiction bind or obligate the Authority or any individual Trustee.

14. No Trustee shall be paid any compensation of any kind for services as Trustee of this Authority, except that each such Trustee may be reimbursed for actual expenses incurred in the performance of his/her duties as Trustee.

15. Any Trustee shall remain a member of the Board of Trustees only so long as he/she continues to fulfill the area of expertise related to his/her original appointment, if applicable.

16. In the event of a vacancy in any Trusteeship, (except that appointment of a temporary trustee or receiver governed by Paragraph 10 of this Article VI shall not be deemed a vacancy), the Trustees shall certify the fact of said vacancy to the appropriate appointive or elective power and a successor Trustee shall be elected or appointed for the unexpired term in the same manner as hereinabove provided. In the event that the aforesaid appointing or elective power, as above set forth, shall fail effectively to appoint or elect a successor Trustee or said appointee or successful candidate shall fail to qualify as a Trustee within sixty (60) days next following the expiration of the fixed term of an incumbent Trustee or within thirty (30) days next following the certification of the fact of existence of a vacancy the power of appointment of a successor Trustee shall be vested in the then remaining incumbent Trustee or Trustees.

17.-The determination of the right of any person to qualify as a Trustee hereunder (except a temporary trustee or receiver referred to in Paragraph 10—of this Article VI), shall be vested exclusively in the incumbent Trustees, and their determination shall be final.

18. Each Trustee qualifying under this instrument shall continue as such until his/her successor shall have qualified as provided in Paragraph 20 of this Article VI.

19. The determination of the fact of vacancy shall be vested exclusively in the remaining Trustee or Trustees and his or her or their determination of such fact shall be conclusive; and, in the event that such a vacancy shall be determined to exist, the remaining Trustee or Trustees may fill such vacancy pending qualification, as provided in Paragraph 20 of this Article VI, of the person entitled so to do.

20. All Trustees, and any temporary trustee or receiver appointed hereunder, shall qualify by written acceptance of all of the terms of this instrument, duly acknowledged and filed in the offices of the County Clerk of Tulsa and Oklahoma Counties, Oklahoma, and by subscribing and filing such oaths as shall be required by law of public officers of the State of Oklahoma.

21. The acceptance of the office of Trustee of this Trust shall not constitute the Trustees, hereunder, permanent or temporary, or both, to be in partnership or association, but each shall be an individual and wholly independent Trustee only.

22. All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any Trustee or Trustees, permanent or temporary or both, shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees, permanent or temporary or both, and any of the foregoing incurred by any agent, servant, or employee of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from contract or tort, shall be solely chargeable to, and payable out of the Trust Estate. In no event shall any Trustee, permanent or temporary, or any Beneficiary of this Trust, be in any manner individually liable for any injury or damage to persons or property, or for breach of contract or obligation, caused by, arising from, incident to or growing out of the execution of this Trust; nor shall they, or any of them, be liable for the acts or omissions of each other or of any agent, servant or employee of the aforesaid Trustees, or of another such Trustee: PROVIDED, HOWEVER, that the foregoing shall not apply to any willful or grossly negligent breach of trust of any said Trustee.

Article VII. Powers and Duties of the Trustees

Subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office, and the powers granted to them in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

1. To own, construct, finance, furnish, equip and maintain, all property, equipment, facilities, and vehicles necessary to operate, or cause to be operated, an emergency medical services system throughout the Service Area of the Authority.
2. To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, franchises, contracts, leases, rights, privileges, benefits, potential lawsuits, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.
3. To make and change investments; to convert real into personal property and vice versa; to own, hold, manage, lease, improve, exchange, dispose of or sell, at public or private sale, upon such terms as they deem advisable, any or all of the property in the Trust, real or personal; to borrow money or renew loans for the Trust; to refund outstanding bonded indebtedness; to execute therefor evidences of indebtedness and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person and purchase or lease land and other property from any Beneficiary and construct and equip buildings and facilities thereon; to lease, sublease or rent, on such terms as they deem advisable, the same to individuals, partnerships, associations, corporations, and others,

including agencies of the United States of America, State of Oklahoma and political subdivisions of the State; to procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by mortgage, lien, pledge or other encumbrance of such real and personal property, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees and rentals, income, receipts and profits therefrom or from any other revenues associated with the ownership, operation or control of the property of the Authority; to lease or sublease on such terms as they deem advisable, any property of the Authority or of which the Trustees may become the owners or lessees.

4. To make and perform contracts of every kind necessary to fulfill or accomplish the purposes of the Trust, including management contracts with any person, firm, corporation, association, trusteeship, municipality or government; and, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and to have issued a letter or letters of credit from any state or national bank, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deeds of trust, or otherwise, upon any or all property of the Authority, and to pledge any or all income of the Authority in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents or income of any sort and distribute same, or any portion thereof, for the furtherance of the authorized Trust purposes set out herein.

5. To employ a President and Chief Executive Officer and such counsel, agents, servants and employees as they deem necessary or proper; and to prescribe their duties and fix their compensation at such amounts as the Trustees deem appropriate; and select depositories for the funds and securities of this Authority. Any officer or employee having custody of Authority funds shall be bonded in such amount as may be specified by the Trustees.

6. To compromise any debts or claims of or against the Authority; and to adjust any dispute in relation to such debts or claims by arbitration or otherwise, and pay any debts or claims against the Authority upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interests of the Authority or to enforce any claim, demand, or contract for the Authority; and they shall defend, in their discretion, any suit against the Authority or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action and discharge the same out of Authority assets, together with court costs and attorney fees. All such expenditures shall be treated as expenses of executing this Trust.

7. To do all other acts, in their judgment, necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

8. The whole title, legal and equitable, to the Authority property is and shall be vested in the

Trustees as such title in the Trustees is necessary for their due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiaries, but may apply for approval of any or all of its actions and transactions to a court having jurisdiction.

9. The Trustees may contract for the furnishing of any services or for the performance of any duties that they may deem necessary or proper, and pay for the same as they see fit.

10. The Trustees shall obtain monthly financial reports (staff-prepared); and an annual certified audit of the Authority's property and operations as evidenced in the Authority's financial statements, including changes in the Capital Account of each Division, and certifying changes in the individual shares of the applicable Divisional Capital Account of each Beneficiary Jurisdiction and Non-Beneficiary Member Jurisdiction.

11. No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental monies arising therefrom.

12. No contract, lease, indenture or agreement of any nature whatsoever to which the Trustees shall be a party shall be deemed ineffectual or invalid by reason of the fact that any one or more of such Trustees may execute such contract, lease, indenture or agreement for or on behalf of the other parties thereto.

13. The Trustees shall collect and receive all property, money, rents and income of all kinds belonging to or due the Trust Estate, and shall distribute the same, or any portion thereof, solely for the purposes, and the furtherance of the purposes, set forth in Article III of this instrument, and not otherwise.

14. The Trustees shall take and hold title to all property at any time belonging to the Trust in the names of the Trustees or in the name of the Trust and shall have and exercise exclusively the management and control of the same, for the use and benefit of the Beneficiaries, as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control and administer the said Trust, its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the Beneficiaries, or any person or persons whomsoever.

15. The Trustees may employ such agents, servants and employees as they deem necessary, proper or convenient for the execution of the purposes of this Trust, and prescribe their duties and fix their compensation.

16. The Trustees, by Resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one or another of the Trustees as they deem proper; but, where a specific duty is not so delegated, a majority of the Trustees must act for the Trust.

17. No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefor by Resolution.

18. All meetings of the Trustees shall comply with the Oklahoma Open Meetings Act, and the Trustees shall make, or cause to be made, a written record of all of their proceedings. All records of the Trust shall be kept at the principal office of the Trust and shall be subject to inspection during customary business hours as are public records of the State of Oklahoma.

19. The Trustees may, at the option of the Board of Trustees, expand or reduce its service area and contract to provide emergency medical services to any jurisdiction, subject to the following requirements:

a. The jurisdiction shall approve and execute the Amended and Restated EMS Interlocal Cooperation Agreement establishing the Medical Control Board and setting forth its powers and duties; and

b. The jurisdiction shall arrange for the availability of emergency medical responder services throughout the jurisdiction and shall either adopt and enforce the Uniform Ordinance for Emergency Medical Services, as that Ordinance may be amended by the Beneficiary Jurisdictions and the Authority, or such abbreviated ordinance requirements that are mutually agreeable to the Non-Beneficiary Member Jurisdiction and the Authority. Any such abbreviated ordinance shall not change the requirements of the Uniform Ordinance for Emergency Medical Services for the system standard of care, the system status plan, the clinical quality requirements for ambulance services, the medical protocols, or the medical oversight requirements.

20. Any other provision in this Trust Indenture to the contrary notwithstanding, the Trustees shall, at all times, either:

a. employ by contract(s)—one or more competitively selected operations contractor(s) (hereinafter called the “Operations Contractor(s)”), to manage and operate the dispatching and field operations of the Authority’s emergency medical services system or any portion thereof; or

b. cause the Authority to directly provide, manage, and operate the dispatching and field operations of the Authority’s emergency medical services system.

21. Each Operations Contractor shall be selected pursuant to a nationally advertised competitive procurement process announced by the Trustees, which shall include the issuance of requests for proposal to potential bidders

22. At all times during which the Authority is directly providing, managing, and operating the dispatching and field operations of the Authority’s emergency medical services

system, it shall employ sufficient personnel, acquire sufficient equipment, and manage its resources as necessary to meet the response time standards for Priority 1 transport calls originating from within its regulated service area, as mandated by the Uniform Ordinance for Emergency Medical Services.

23. Within six (6) months from the date the Second Amended and Restated Trust Indenture is fully executed, the failure to meet response time compliance standards for three (3) or more months during any six (6) month period shall require the Chief Executive Officer or his/her designee to provide a detailed plan through which the Authority will achieve compliance with those standards, and regular updates until compliance is achieved, to the City Manager for The City of Oklahoma City, the Mayor of Tulsa, or designee(s). Upon request, the Chief Executive Officer or his/her designee shall appear before the governing body of the Beneficiary Member Jurisdiction where such compliance standards has not been achieved to provide plan details and updates on compliance progress.

24. Within six (6) months from the date the Second Amended and Restated Trust Indenture is fully executed, a variation of ten (10) percentage points or more from the response time standards for Priority 1 transports in a Beneficiary Member Jurisdiction for any six (6) months during the immediately preceding 12 month period shall provide the governing body of the Beneficiary Member Jurisdiction the right to request that the Authority consider contracting with an Operations Contractor for all or a portion its services within the affected division.

Article VIII. Beneficiaries of Trust

1. The Beneficiaries of this Trust shall be the Cities of Tulsa, Oklahoma and The City of Oklahoma City, Oklahoma.

2. This Second Amended and Restated Trust Indenture shall be irrevocable from the moment it is signed by Trustor and delivered to the Trustees, and Trustor shall thereafter stand without any power whatsoever, at any time to alter, amend, revise, modify, revoke or terminate any of the Provisions of this Indenture, except with the consent of all of the Trustees and approval of a majority of the governing bodies of both the Cities of Tulsa and the City of Oklahoma City.

3. The Beneficiaries shall not have any legal title, claim or right to the Trust Estate, its income or to any part thereof, or to demand or require any partition or distribution thereof. The Beneficiaries, or any agency thereof, shall not have any authority, power or right, whatsoever, to do or transact any business for, or in behalf of, or binding upon, the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees.

Article IX. Capital Accounts

The Beneficiaries of this Trust shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust as herein provided, and then only, shall said Beneficiaries receive the residue of the Trust Estate for the declared public purposes.

1. The Authority shall maintain an "Eastern Division Capital Account" and a "Western Division Capital Account." The Capital Account of each such Division shall record that portion of the Combined Capital Account (i.e., Authority's net worth) which is attributable to that Division's economic activity. The geographic definition of these Divisions shall be as set forth in Section 4 (a) of Article VI.

2. Thereafter, an annual certified audit of the Authority shall be conducted in such a manner as to provide both a consolidated financial statement and a separate accounting of the financial performance of each of the two Divisions. The following general principles shall govern the allocation of costs and revenues between the two Divisions in preparing such financial statements:

- a. Except for expense items listed in Exhibit B, "Allocated Overhead Costs," all expenses incurred by the Authority shall be allocated to either the Eastern Division or the Western Division using generally accepted accounting principles ("GAAP").
- b. The cost items listed in Exhibit B shall be allocated between the Divisions on a pro-rata basis, based upon the relative patient transport volumes of the Divisions.
- c. Base service monthly payments to the Operations Contractor, including stop-loss payments related to run volumes in excess of then-current Operations Contract "trigger volumes," shall be allocated between the Divisions on a pro-rata basis, based upon relative patient transport volumes. All other payments to the Operations Contractor shall be allocated using GAAP.
- d. Revenues from sales shall be allocated to the Divisions as earned. All other revenues shall be allocated between the Divisions using GAAP.

3. The annual change in net worth attributed to each Division, whether greater or lesser, shall be allocated to each Beneficiary Jurisdiction's share of its Division's Capital Account on the basis of the relative percentage of patient transports originating within that jurisdiction, as a percentage of patient transports originating within that entire Division during that same accounting period.

4. The Authority shall strive to attain, and maintain, a sufficient net worth for operations.

5. At such time as any jurisdiction's (per capita) share of its Division's Capital Account exceeds \$20 per capita of that jurisdiction's population, that jurisdiction may elect to employ such excess share of the Division's net worth for purposes of subsidizing services originating within that

jurisdiction's boundaries, by contract with the Authority.

6. The Authority shall adopt sound business practices and accounting methods, consistent with governmental accounting practices.

7. The Authority shall operate on a fiscal year, which shall begin on July 1 and end on June 30 of each year.

Article X Withdrawal Opportunities

1. Within six (6) months from the date the Second Amended and Restated Trust Indenture is fully executed, in the event a Beneficiary or Non-Beneficiary Member Jurisdiction experiences chronic failure by the Authority to comply with the Priority 1 response time standards established in the Uniform Ordinance for Emergency Medical Services, such Beneficiary or Non-Beneficiary Member Jurisdiction may give written notice to the Authority of the chronic failure as to Priority 1 response time standards. Chronic failure is defined as a failure by the Authority to comply with the applicable Priority 1 response time standards for three (3) or more consecutive months or more than six (6) months during the immediately preceding 12-month period. The Authority shall have three (3) months following such notice to correct such Priority 1 response time standard deficiencies. If the Authority is unable to cure the Priority response time standard deficiencies during the three (3) months, then the Beneficiary or Non-Beneficiary Member Jurisdiction may withdraw from the Authority, and such withdrawal shall be deemed to be “for cause”. Unless otherwise agreed to in writing between the subject Beneficiary or Non-Beneficiary Member Jurisdiction and the Authority, the withdrawal will be effective 180 days after the expiration of the three (3) month cure period. Upon the withdrawal of a Beneficiary Member Jurisdiction for cause under this section, the withdrawing Beneficiary and EMSA shall negotiate the distribution of equipment to the withdrawing Beneficiary to ensure the continuous provision of ambulance service within its municipality.

2. In the event a Beneficiary Member Jurisdiction is notified by the Medical Control Board that the Authority has failed to maintain the clinical quality of care and that such failure will result in the withdrawal of the Medical Control Board’s clinical oversight, the Beneficiary Member Jurisdiction may withdraw from the Authority, and such withdrawal shall be deemed to be “for cause” and the withdrawal will be effective 180 days from the date of the Medical Control Board’s notification.

3. In the event a Beneficiary Member Jurisdiction withdraws for cause, that jurisdiction shall receive its portion of its Division’s Capital Account based on the then current book value of Authority’s assets in three equal annual payments, the first payment to be made thirty days after the effective date of its withdrawal and on the first and second anniversaries of such date.

4. **Withdrawal for Convenience-Unilateral:** Each Beneficiary Member Jurisdiction may separately withdraw its membership in the Trust upon 180 days advance notice to the EMSA Board of Trustees and the other Beneficiary Member Jurisdictions. Such termination shall render that jurisdiction ineligible to qualify as a Non-Beneficiary Member Jurisdiction, as defined herein, and ineligible for distribution of any portion of the Quality Assurance Fund or any portion of any applicable Capital Account;

5. **Withdrawal for Convenience – Bi-lateral:** In the event membership in the Trust is withdrawn simultaneously by all then-remaining Beneficiary Member Jurisdictions, such withdrawal shall result in the termination of the Trust pursuant to Article XI herein;

6. In the event a Non-Beneficiary Member Jurisdiction chronically fails to enforce the Uniform Ordinance for Emergency Medical Services or such abbreviated ordinance that was mutually agreed to by the Non-Beneficiary Member Jurisdiction and the Authority, or fails to participate in the emergency medical response program, as determined by the Authority in its sole discretion, the Authority may terminate that jurisdiction's membership upon the following terms:

- a. The Authority shall give written notice to the governing body of the jurisdiction that the Authority intends to invoke this section of the Trust Indenture;
- b. Upon continued failure for the following three (3) full months after receipt by the jurisdiction of the written notice described immediately above, the Authority may terminate that jurisdiction's membership by giving written notice to the jurisdiction, to be effective ten (10) days after receipt of said notice by the governing body of the jurisdiction.
- c. Provided, however, that said jurisdiction may appeal the Authority's decision to terminate the jurisdiction's membership by requesting a hearing on the matter by the Medical Control Board. The decision of the Authority shall stand unless reversed by a two-thirds (2/3) vote by the Medical Control Board.
- d. In the event a Non-Beneficiary Member Jurisdiction is terminated pursuant to this Section 4, or withdraws voluntarily without cause, that jurisdiction shall forfeit all right, title, interest or claim to any asset, or combination of assets of both the Combined Capital Account and its Division's Capital Account.

7. The Trustees may determine, in its sole discretion, that in the interest of public health and safety, resource constraints, or other financial reasons that a Non-Beneficiary Member Jurisdiction's membership should be terminated upon the following terms:

- a. The Authority shall give written notice to the governing body of the jurisdiction that the Authority intends to invoke this section of the Trust Indenture;
- b. Upon such determination pursuant to this section of the Trust Indenture that the

jurisdiction's membership shall be terminated, the Authority and the jurisdiction will work cooperatively to transition operations to said jurisdiction or its selected provider within a period of time not to exceed six (6) months.

Article XI. Termination of Trust

This Trust shall terminate:

1. If the purposes set out in Article III of this Indenture shall have been fulfilled.
2. The Trustees, after fulfilling the purposes of this Trust and after paying all obligations of the Trust and any interest due thereon and all the costs and expenses incident to the management, operation, maintenance and conservation of this Trust, and after liquidating all remaining assets of the Trust shall then distribute to each Beneficiary and Non-Beneficiary Member Jurisdiction a percentage share of the residue of the Trust Estate, if any, equal to that jurisdiction's percentage share of the Combined Capital Account (as herein defined) as of the end of the most recently completed fiscal year.
3. The method of termination shall be as provided by Title 60, Oklahoma Statutes, § 180, as may be amended or superseded from time to time.
4. Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.
5. In the event this Trust is terminated by action of a Beneficiary Jurisdiction in accordance with provisions set forth in Article IV hereof such termination shall be in accordance with the requirements set forth in Title 60, Oklahoma Statutes, § 180, as may be amended or superseded from time to time, and shall be carried out in accordance with the following procedures:
 - a. All outstanding indebtedness and other obligations of the Trust which are not entirely allocated to a single Division must first be paid off.
 - b. Each asset of the Trust which is not entirely allocated to a single Division shall be liquidated or allocated to one of the Divisions by mutual consent of the Beneficiaries. If the Beneficiaries cannot agree on the disposition of an asset, the asset shall be sold and the proceeds, along with all liquid assets not previously allocated to a single Division, shall be divided between the Divisions on a pro-rata basis, based upon the relative size of the Division Capital Accounts.
 - c. Subject to approval by creditors, if any, all assets and liabilities then carried on the books of the Western Division shall be transferred to the City of Oklahoma City, or to an entity

designated by the City of Oklahoma City. For purpose of this provision, the shares of that Division's Capital Account carried on the books in the name of Non-Beneficiary Member Jurisdictions in the Western Division shall be considered contingent liabilities. [See Item (e), below.]

- d. Subject to approval by creditors, if any, all assets and liabilities carried on the books of the Eastern Division shall be transferred to the City of Tulsa, or to an entity designated by the City of Tulsa. For purpose of this provision, the shares of that Division's Capital Account carried on the books in the name of Non-Beneficiary Member Jurisdictions in the Eastern Division shall be considered contingent liabilities. [See Item (e), below.]
- e. Each Beneficiary may then either: provide for continued delivery of ambulance services throughout the Service Area of its former Division; or, liquidate the transferred assets, distributing the proceeds in the following manner:
 1. All transferred liabilities shall first be satisfied;
 2. If the share of the Divisional Capital Account of any Non-Beneficiary Member Jurisdiction is less than zero, its negative share shall be distributed to reduce the shares of the Capital Accounts of all other Non-Beneficiary Member Jurisdictions within that Division on a pro-rata basis, based upon each jurisdiction's percentage share of combined shares of all Non-Beneficiary Member Jurisdictions.
 3. The shares of the Capital Accounts of Non-Beneficiary Member Jurisdictions, as calculated upon completion of the liquidation process shall then be reimbursed to the Non-Beneficiary Member Jurisdictions to the extent of available funds. If insufficient funds remain for full reimbursement, the remaining funds shall be distributed among the Non-Beneficiary Member Jurisdictions on a basis proportional to their respective shares of total reimbursement which would otherwise be paid.
 4. All funds then remaining shall revert to the Beneficiaries on a pro-rata basis, based upon the relative transport volumes of the Beneficiaries during the most recent full fiscal year.

Article XII. Acceptance

The Trustees accept the Trust herein created and provided for and agree to carry out the provisions on their part to be performed.

Article XIII. Rates

A. The Trustees shall periodically, no less frequently than annually, set and adjust ambulance fees for services rendered in each jurisdiction separately, considering but, not limited to, the following factors:

1. The increase in the Medical Consumer Price Index (“MCPI”).
2. The collection experience in each Division.
3. The Medicare reimbursement rates.
4. Any financial assistance provided by the Beneficiary Jurisdictions.
5. The cost of delivering services.

B. The rates charged shall be determined for each jurisdiction separately. No change in the rate in either Division shall become effective until approved by the governing body of the Beneficiary Jurisdiction within the affected Division.

Article XIV. Major Financial Threats

In the event the Trustees determine that either Division's financial stability is substantially threatened, the Trustees shall take such steps as are reasonable, necessary, and within the Authority's powers as set forth herein to minimize the adverse impact upon that Division's financial status. If, however, such actions cannot reasonably be projected to resolve the threat to such Division's financial stability, the matter shall be submitted to the governing bodies of both Beneficiary Jurisdictions for their consideration. In the event the governing bodies of both Beneficiaries, at their option, adopt a resolution confirming that a substantial threat to the Division's financial stability, as defined under Paragraph 1, immediately below, does exist, the following emergency provisions shall be authorized:

1. For purposes of this provision a "substantial threat" shall mean:
 - a. A projected decline in the Division's Capital Account in excess of ten percent (10%) over a period of less than 12 months; or,
 - b. Projected operating losses extending over a multi-year period; or,
 - c. A projected decline in working capital reserves which, if continued, would deplete working capital entirely within a period of forty-eight (48) months or less.
2. If the existence of a substantial financial threat to a Division is confirmed by the Beneficiaries, the Authority shall offer each jurisdiction within that Division two options for participating in the restoration of financial stability, as follows:

Option a. Each jurisdiction shall be offered the option of entering into a subsidy agreement with the Authority providing for subsidy payment sufficient to both preserve the existing standard of care and to restore financial stability, the amount of such payment to be determined in accordance with the formula set forth in Section 3, of this Article XIV. The per capita amount of such subsidy option shall be the same for all jurisdictions within that Division.

Option b. Each jurisdiction shall also be offered the alternative of approving a reduction in the standard of response time reliability applicable within that jurisdiction; and such reduction shall be of sufficient magnitude as to produce projected operating cost savings equal to the amount of subsidy established under Option a, immediately above.

3. If a jurisdiction selects Option a, above, that jurisdiction's share of the subsidy requirement, and the method of payment, shall be determined as follows:

Step A. The Authority shall determine the amount of additional funds needed to resolve the financial threat to the Division, taking into consideration the savings resulting from reductions in response time requirements which have been agreed to by jurisdictions selecting Option b. This amount shall be referred to as the "emergency requirement."

Step B. The Authority shall then determine each jurisdiction's fair share of its Division's emergency requirement by apportioning the amount of the "emergency requirement" among all jurisdictions selecting Option a on a pro-rata basis, based on the population of each jurisdiction as a percentage of the combined population of all jurisdictions selecting Option a. The amounts so allocated shall be referred to as each jurisdiction's "share of the emergency requirement."

Step C. The Authority then shall determine the portion of the emergency requirement which can reasonably be obtained from existing financial resources (e.g., by reducing working capital reserves or replacement fund accounts, borrowing, selling assets, or otherwise converting fixed assets into cash). This amount shall be referred to as the "currently available funds." The amount by which the "emergency requirement" exceeds the "currently available funds" shall be referred to as the "net cash requirement".

Step D. The total amount of the "currently available funds" shall then be credited toward payment of each jurisdiction's respective "share of the emergency requirement," such allocation to be based upon each

jurisdiction's percentage share of the Division's Capital Account.

Step E. Each member jurisdiction whose "share of the emergency requirement" exceeds its pro-rata share of the "currently available funds" shall then be requested to immediately pay to the Authority in cash its pro-rata share of the "net cash requirement."

Step F. All funds contributed by jurisdictions pursuant to this Article XV shall be credited to each contributing jurisdiction's share of the Division Capital Account.

4. In the event any jurisdiction does not timely elect either Option a or b, above, the membership of that jurisdiction shall be terminated and that jurisdiction shall forfeit all right, title, interest or claim to any asset or combination of assets of both the Combined Capital Account and its Divisions Capital Account. Provided, however, that the Authority shall make reasonable efforts to assist the departing jurisdiction in achieving a safe and smooth transition to an alternative provider of services, including, if requested, continuing the provision of ambulance service to that jurisdiction for a period not to exceed six months after the request for payment was made.

Article XV. Effective Date and Closing Date

This Second Amended and Restated Trust Indenture shall become effective _____, 2022.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands this _____ day of _____ 2022

CATHY CARTER, Trustor

MICHAEL BAKER, Trustee

RICHARD KELLEY, Trustee

DR. JEFFREY GOODLOE, Trustee

PHIL LAKIN, Trustee

ALLISON PETERSEN, Trustee

TAMMY POWELL, Trustee

JAN SLATER, Trustee

SCOT RIGBY, Trustee

R. SCOTT VAUGHN, Trustee

WILEY WILLIAMS, Trustee

BRYAN WOOD, Trustee

Exhibit A

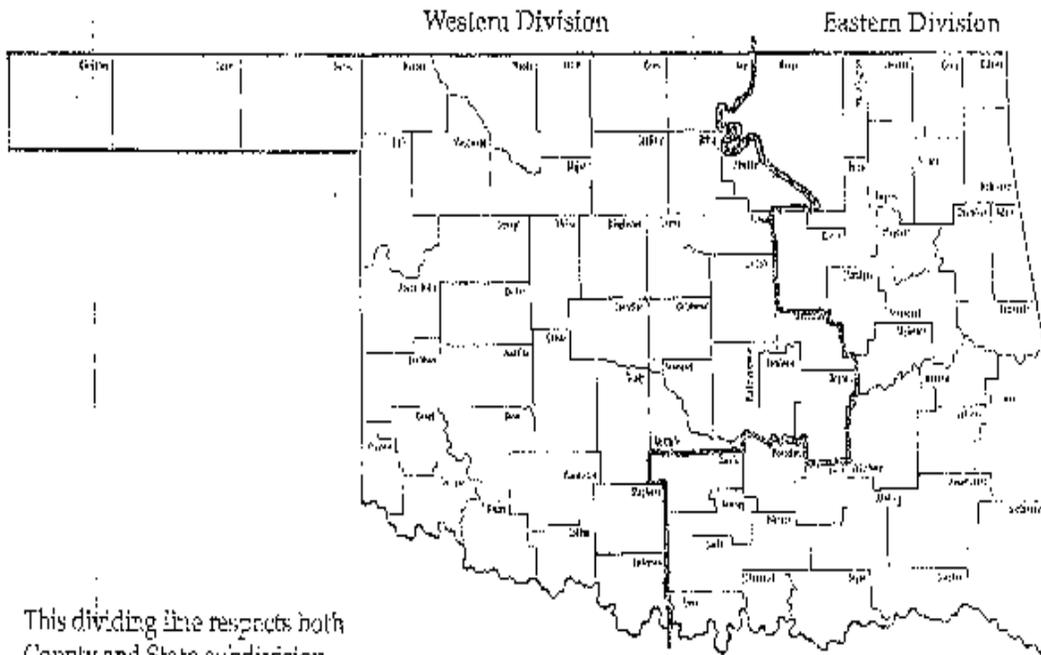


Exhibit A

This dividing line respects both County and State subdivision boundaries.

Exhibit B - Amended

Allocated Overhead Costs

A. Salaries, Benefits, and Educational Expenses for the following positions:

Chief Executive Officer

Associate Director

Assistant Director

B. Expenses related to joint efforts including, but not limited to:

1. EMSACare Campaign
2. Legal expenses not related to a given division
3. Accounting expenses not related to a given division
4. Such other joint activities of benefit to both divisions as may be designated and approved by the EMSA Board of Trustees