

**EMERGENCY MEDICAL SERVICES AUTHORITY – A Public Trust**

**Board of Trustees Special Meeting**

Tuesday, October 17, 2017 – 9:00 a.m.

Stroud Conference Center

218 West Main Street, Stroud OK 74079

**Minutes:**

**NOTICE AND AGENDA** for the Special Meeting of the Board of Trustees of the Emergency Medical Services Authority, a Public Trust, was posted October 12, 2017 in the offices of the City Clerk of Oklahoma City at 4:45 p.m., and with the City Clerk of City of Tulsa on October 12, 2017 at 4:37 p.m., more than 48 hours prior to the time set for the meeting.

**TRUSTEES PRESENT**

Mr. Larry Stevens  
Mr. Kyle Nondorf  
Mr. Larry McAtee  
Chief Bryan Wood  
Ms. Jan Slater  
Ms. Allison Petersen  
Mr. Phil Lakin  
Ms. Kelly Brader

**TRUSTEES ABSENT**

Dr. Jim Rodgers (Excused)  
Dr. Jeffrey Goodloe (Excused)  
Mr. Wiley Williams (Excused)

**OTHERS PRESENT**

Steve Williamson, EMSA  
Frank Gresh, EMSA  
Jim Winham, EMSA  
Angela Lehman, EMSA  
Kent Torrence, EMSA  
Julie Roberts, EMSA  
Kelli Bruer, EMSA  
Julie Roberts, EMSA  
Tracy Johnson, EMSA  
David Young, EMSA  
Sonny Geary, AMR  
Tina Wells, AMR  
Rick Ornelas, AMR  
Heath Wright, AMR  
Jim Orbison, Riggs Abney  
Kris Koepsel, Riggs Abney  
Mike Simons, Tulsa World  
Nolan Clay, The Oklahoman  
Rebecca Williamson  
Matt Trotter, KWGS  
Curtis Killman, Tulsa World  
Preston Jones, Fox 23  
Rebekah Garrett, Fox 23  
James Blocker, OKC Fire  
Gitzel Puente, KJRH  
Brian Davis, Edmond Fire

A quorum was present and the meeting was called to order at 9:00 a.m. by Madam Chair Slater.

**CONSENT AGENDA**

1. **Consideration and vote upon an executive session of the EMSA Board of Trustees, as Authorized by Title 25, Section 307 B.1. of the Oklahoma Statutes, for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, termination or resignation of the President and CEO, H. Stephen Williamson.**

Ms. Slater called for a motion to hold an Executive Session for such purpose and to make such determination based on the advice of its attorneys. Upon motion made by Mr. Stevens and seconded by Chief Wood, the Board of Trustees voted to hold an Executive Session at 9:02 a.m.

AYE: Ms. Petersen, Ms. Brader, Mr. Stevens, Chief Wood, Mr. McAtee, Mr. Nondorf, Mr. Lakin, Ms. Slater

NAY: None

ABSENT: Dr. Rodgers, Mr. Williams, Dr. Goodloe

The motion was passed.

2. **After a return by the Board to the public meeting, discussion and possible board action on any item of business which concerns the employment of the President, H. Stephen Williamson, and considered during the executive session.**

Ms. Slater entertained a motion to close the Executive Session. Upon motion made by Ms. Petersen and seconded by Mr. Lakin, the Board of Trustees voted to close the Executive Session at 10:44 a.m.

Ms. Slater stated the Board has discussed the following:

That EMSA accept the resignation of H. Stephen Williamson from his position as President and Chief Executive Officer of EMSA effective October 19, 2017.

That EMSA would provide the following consideration to Williamson in exchange for a full release of any and all claims that Williamson may have against EMSA, its officers, trustees and employees:

(a) the compensation earned by Williamson through the date of his resignation;

(b) any compensation for accrued and unused leave through the date of his resignation; and

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(c) severance pay equal to sixty (60) days' salary in accordance with the Professional Services Contract dated June 1, 1998 for Williamson's employment.

In addition, EMSA shall reimburse Williamson for all business-related expenses incurred through the date of his resignation, as long as such expenses are reasonable and necessary and are documented in accordance with EMSA's policies and procedures.

That EMSA would further agree to provide indemnification for Williamson only for his attorney's fees and expenses related to the civil lawsuit filed in the United States District Court for the Eastern District of Texas, *Dean vs. Paramedics Plus, et al.* Case No. 4:14-CV-00203 (hereinafter the "Dean Litigation") and the civil lawsuit filed in the United States District Court for the Northern District of Oklahoma, *Young vs. East Texas Medical Center*, Case No. 17-CV-00101 (hereinafter the "Young Litigation") as follows:

(i) EMSA agrees to continue to indemnify Williamson through November 8, 2017 in relation to the Dean Litigation and the Young Litigation, and such indemnification is solely for and is limited to the payment of Williamson's reasonable attorney's fees and expenses through November 8, 2017, to be paid directly to Williamson's attorneys, and expressly excludes the payment of any settlement for or on behalf of Williamson in the Dean Litigation or Young Litigation, and expressly excludes any other payment or consideration arising out of or related to the Dean Litigation or Young Litigation.

(ii) Beginning November 9, 2017 EMSA will indemnify Williamson only for reasonable attorney's fees and expenses collectively incurred in the Dean Litigation and the Young Litigation, in an amount not to exceed \$25,000.00 for the remainder of the month of November 2017 which shall be paid directly to Williamson's attorneys, and thereafter beginning on December 1, 2017 and continuing for a period of eight (8) months, EMSA will indemnify Williamson only for reasonable attorney's fees and expenses collectively incurred in the Dean Litigation and Young Litigation, in an amount not to exceed \$25,000.00 in any such month, which shall be paid directly to Williamson's attorneys. If the combined attorney's fees and costs exceed the approved amount in any month, those attorney's fees and costs in excess would not rollover, and EMSA would consider any amount in excess to be Williamson's sole responsibility. Said indemnification expressly excludes the payment of any settlement for or on behalf of Williamson, and expressly excludes any other payment or consideration arising out of or related to the Dean Litigation or Young Litigation. At the conclusion of the stated period, EMSA's limited indemnification of Williamson in both the Dean Litigation and the Young Litigation shall cease unless both the Dean Litigation and the Young Litigation cease prior to said date by way of dismissal or settlement, and at the time of such event or date EMSA shall have no further obligation for the payment of Williamson's attorney's fees and expenses related to either the Dean Litigation or the Young Litigation.

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The indemnification provided by EMSA to Williamson as part of this motion shall be subject to the undertaking executed by Williamson on September 6, 2016 for purposes of the advancement of expenses (“Undertaking”), which shall be part of any Agreement detailing the terms of Williamson’s separation.

That such continued indemnification will be conditioned upon Williamson reaffirming that he undertakes and promises to repay such expenses and monies paid by EMSA on his behalf if EMSA ultimately determines, at EMSA’s sole discretion that Williamson is not entitled to be indemnified with respect to the Dean Litigation or the Young Litigation under EMSA’s bylaws or Oklahoma or Federal law.

Williamson expressly acknowledges and agrees to waive any and all rights and claims against RSUI Indemnity Company, with respect to the aggregate limit of liability of \$1,000,000.00 in Policies NHP665669 (12/14/2015-12/14//2016) and NHP670359 (12/14/2016-12/14/2017) (collectively “Policies”) in relation to Claim No. 7030105491.

That Williamson does not waive any right or claim that he may have against RSUI Indemnity Company in relation to any amounts due under the endorsements to the Policies identified as “Insuring Agreement A – Separate Limit” in the amount of \$500,000.00 (hereinafter referred to as “Separate Limit”) for either the Dean Litigation or the Young Litigation which is available solely to Williamson as an insured person under the Policies, and as such any claim against RSUI Indemnity Company would belong to Williamson for such Separate Limit, and that the releases given by Williamson to EMSA in exchange for the consideration described in this motion shall not constitute a waiver of any such right or claim by Williamson.

That such motion shall be memorialized in an appropriate Agreement executed by Williamson and EMSA, and that EMSA further moves that the Chairperson and Vice Chairperson are granted the authority to finalize such negotiations of the remaining terms and conditions applicable to the Agreement and is not to offer any additional consideration, and that such Agreement shall be in accordance with the direction provided by this motion and to execute the Separation Agreement on EMSA’s behalf.

Ms. Slater announced the Board of Trustees accepts Mr. Williamson’s resignation effective October 19, 2017. Full details can be found in meeting transcript. Upon motion made by Chief Wood and seconded by Mr. Lakin, the Board voted to accept.

AYE: Ms. Petersen, Ms. Brader, Mr. Stevens, Chief Wood, Mr. McAtee, Ms. Slater, Mr. Lakin, Mr. Nondorf

NAY: None

ABSENT: Dr. Rodgers, Mr. Williams, Dr. Goodloe

The motion was passed.

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Ms. Slater turned the meeting over to Mr. Williamson who gave a brief statement. Full details can be found in meeting transcript. Ms. Slater stated the public relations director will have a statement to pass out to the media and that via the EMSA bylaws, Chief Operating Officer, Jim Winham, will step up into the interim CEO position beginning the date of Mr. Williamson's retirement.

3. **Adjourn** - The Special Meeting was adjourned by Madam Chair Slater at 10:56 a.m.

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Julie Roberts, Assistant Secretary

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Date