

PART 36. SOLE SOURCE**310:641-3-170. Sole source ordinances**

(a) An ambulance service which operates as a sole source provider by city ordinance shall file with the Department a copy of the city ordinance and a copy of the contract to operate as a sole source provider. This requirement shall be retroactive and includes all established sole source ambulance services.

(b) An ambulance service which operates as a sole source provider for a "region" as established pursuant to the Oklahoma Interlocal Cooperation Act [Title 74, Section 1001, et seq.], shall file, with the Department, a copy of the interlocal agreement and any ordinance or other regulations or contract or agreement established by the region for ambulance service provision.

(c) Violation of contracts established herein may be cause for enforcement action by the Department.

[Source: Added at 8 Ok Reg 3143, eff 7-18-91 (emergency); Added at 9 Ok Reg 1495, eff 5-1-92. Amended at 17 Ok Reg 392, eff 11-1-98 (emergency); Amended at 17 Ok Reg 2948, eff 7-13-00]

1446

Resolution 2001-01—MESTA
Regulation of ambulance service within Mayes County, Oklahoma
Sole Source Resolution

Pursuant to Title 63 O.S. Section 1-2515 et seq, on the effective date of this resolution;

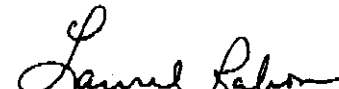
- 1.) No other ambulance service, other than the Mayes Emergency Service Trust Authority of Mayes County, also known as MESTA, shall offer or provide ambulance service within the boundaries of Mayes County. This resolution shall also apply to 'stretcher and van' transport service.
 - A.) 'Ambulance' means any ground, air or water vehicle which is or should be approved by the Commissioner of Health, designed and equipped to transport a patient or patients and to provide appropriate on-scene and en-route patient care.
 - B.) 'Ambulance service' means any private firm or governmental agency, which is or should be licensed by the Commissioner of Health to provide levels of medical care and transportation in both emergency and non-emergency modes.
 - C.) 'Stretcher and van' means any ground vehicle which is or should be approved by the Commissioner of Health, which is designed and equipped to transport individuals that require no medical monitoring and are non-emergent. Said patient would be transported upon a stretcher or gurney type apparatus in a reclining position.
- 2.) Exceptions. A licensed ambulance may respond into the source district under the following exceptions.
 - A.) On a mutual aid request from the Mayes County EMS Central dispatch during such times that MESTA cannot promptly respond to an emergency service request during times of excessive system utilization. In order to be exempt from the sole source resolution, the request must come from the Mayes County EMS Central dispatch center.
 - B.) Any ambulance engaged in the routine transport of a patient from a hospital, nursing home or dialysis center located within Mayes County, to any location outside of the county.
 - C.) Any ambulance engaged in an ambulance transport of a patient outside of Mayes County to a location within Mayes County.
- 3.) Should any part of this Resolution be found to be in contravention of existing state law, only that section shall be nullified with the remainder being intact.

This resolution was approved by the Board of trustee's of the Mayes County Emergency Medical Service District on the 11th, day of December, 2001 and shall become effective when filled with the Mayes County Clerk.


 Jeri Atherton, Board Secretary


 Randall Elliott, Chairman of the Board

Filed in the office of Mayes County Clerk on this, the 19 day of Dec. 2001 at 2:45 p.m. o'clock.


 County clerk or deputy

Certified mail copy with the Oklahoma State Department of Health-EMS Division, on the 19th day of December, 2001.

#403620

TRUST INDENTURE
CREATING THE
MAYES EMERGENCY SERVICES TRUST AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the ^{21st} ~~1st~~ day of January, 1986, by Edgar True, hereinafter referred to as the Trustor, and Van Poplin, Bill Kemp, Bob King, Phil Kennedy, L.L. Wiseman, Floyd Sloan, Frank Deffenbaugh, Lyman Carter, Carroll Walden, David Harrison, and Helen Gurney, and their respective successors as provided herein, to be known as the Trustees of the Mayes Emergency Services Trust Authority, who shall be and are hereinafter referred to as Trustees of the said Authority, hereinafter referred to as "Authority" or "Trust".

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and to 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 Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the County of Mayes County, State of Oklahoma, such County being hereby designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms and conditions hereinafter stated.

ARTICLE I

Creation of Trust

The undersigned Trustor creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1981, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

COUNTY OF MAYES }
This instrument was Filed for Record
at 3:02 p.m. on
JAN 27 1986
SAMMY HOWARD, County Clerk
S. Howard Deput

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ARTICLE II

Name and Effective Date of Trust

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be the "Mayes Emergency Services Trust Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman, Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III

Definitions

"Act" shall mean the Oklahoma Public Trust Act, being Title 60, Oklahoma Statutes 1981, Sections 176 to 180.4, as amended and supplemented.

"Authority" shall mean the Mayes Emergency Services Trust Authority created pursuant to this Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean the County of Mayes County, State of Oklahoma, acting by and through its Board of Commissioners.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority authorized to be issued under this Indenture.

"By-Laws" shall mean the By-Laws duly adopted by the Authority as the same may be amended from time to time.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.

"Indenture" shall mean this Trust Indenture establishing the Authority, as amended and supplemented from time to time.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement or other instrument creating a lien on a fee interest in real and/or personal property located with the Beneficiary or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trustees" shall mean the Trustees of the Authority.

ARTICLE IV

Purpose of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, municipalities and private entities, agencies and citizens in making the most efficient use of all of their economic resources and powers in accordance with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lessen the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage and finance the growth and development of the health, medical, agriculture, commercial and industrial resources of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources and tourist attractions; to foster and promote an improved industrial climate within the Beneficiary and to otherwise promote its general economic welfare and prosperity and to finance any and all programs, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to-wit:

(a) To promote, finance and develop ambulatory facilities and services, including, but not limited to emergency medical health care facilities and services. Provided, no ambulatory services made possible through the efforts of the Authority shall be located in, at or in conjunction with any funeral home. Provided further, ambulance services shall be performed by an independent contract supplier, not by direct employees of the Authority.

(2) To hold, maintain and administer any leasehold rights in and to physical properties demised to the Beneficiary and to comply with the terms and conditions of any such lease.

(3) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other things of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said properties,

and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust but no longer needful for Trust purposes.

(4) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies which may be useful in securing, developing and maintaining such facilities, functions or activities.

(5) To perform on behalf of the Beneficiary all functions, activities and powers authorized by industrial and economic development statutes as they from time to time exist.

(6) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument, 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 its revenues.

(7) 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 the 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 residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of Trust

This Trust shall have duration for the term of duration of the Beneficiary, or, until such time as its purposes shall have been fulfilled, or, until the affirmative vote of two-thirds of the Board of County Commissioners of the County of Mayes, State of Oklahoma, or until it shall be terminated as may be otherwise herein provided.

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ARTICLE VI

The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights remedies to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, Mortgages, Mortgage Loans, collateral and all other things of value coming into the hand of the Trustee under the Trust Indenture.

(4) Cash in the sum of \$10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII

The Trustees

(1) (a) The Trustees of this Trust shall be citizens and residents of the Beneficiary. The number of Trustees shall be eleven. The term of office of the original Trustees shall be staggered. Original Trustee No. 1 shall be appointed by the County Commissioner representing District No. 1 of the Beneficiary. Original Trustee No. 2 shall be appointed by the County Commissioner representing District No. 2 of the Beneficiary. Original Trustee No. 3 shall be appointed by the County Commissioner representing District No. 3 of the Beneficiary. Original Trustees No. 1, No. 2 and No. 3 shall serve for 4 years. Original Trustee No. 4 shall be appointed by the County Commissioner representing District No. 1 of the Beneficiary. Original Trustee No. 5 shall be appointed by the County Commissioner representing District No. 2 of the Beneficiary. Original Trustee No. 6 shall be appointed by the County Commissioner representing District No. 3 of the Beneficiary. Original Trustees No. 4, No. 5 and No. 6 shall serve for 3 years. Original Trustee No. 7 shall be appointed by the governing body of the Town of Adair, Oklahoma. Original Trustee No. 8 shall be appointed by the governing body of the Town of Chouteau, Oklahoma. Original Trustee No. 9 shall be appointed by the governing body of the Town of Locust Grove, Oklahoma. Original Trustees No. 7, No. 8 and No. 9 shall serve for 2 years. Original Trustee No. 10 shall be appointed by the governing body of the City of Pryor Creek, Oklahoma. Original Trustee No. 11 shall be appointed by the governing body of the Town of Salina, Oklahoma. Original Trustees No. 10 and No. 11 shall serve for 1 year. All appointments of original Trustees must be confirmed by a majority of the Board of County Commissioners of the Beneficiary. Upon the expiration of any Trustee's term of office, a successor Trustee to serve a 4 year term shall be appointed

in the manner set forth above. Upon the occurrence of a vacancy in the office of Trustee, a successor Trustee to serve for the remainder of the unexpired term of office shall be appointed in the manner set forth above. All such appointments of successor Trustees must be confirmed by a majority of the members of the Board of County Commissioners of the Beneficiary. Each successor in office so appointed and confirmed shall, upon taking the Oath of Office, but without any further act, deed or conveyance, become a Trustee of the Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein.

(b) The Original Trustees on the date of the creation of this Trust are as follows:

Original Trustee No. 1:	Van Poplin
Original Trustee No. 2:	Bill Kemp
Original Trustee No. 3:	Bob King
Original Trustee No. 4:	Phil Kennedy
Original Trustee No. 5:	L.L. Wiseman
Original Trustee No. 6:	Floyd Sloan
Original Trustee No. 7:	Frank Deffenbaugh
Original Trustee No. 8:	Lyman Carter
Original Trustee No. 9:	Carroll Walden
Original Trustee No. 10:	David Harrison
Original Trustee No. 11:	Helen Gurney

(2) The Trustees shall elect annually by majority vote a Chairman of the Trustees who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. The Trustees shall select one or more of their members to be Vice Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act.

(3) The Trustees shall elect a Secretary of the Trustees who may or may not be a Trustee. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trust shall be open to the public, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(4) The Trustees shall elect a Treasurer of the Trustees who may or may not be a Trustee.

(5) The Trustees may appoint a General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve

without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) The Trustees are authorized to contract, in connection with the incurrence of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set forth the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and shall provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(7) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Trust only, payable solely from the Trust Estate.

(8) The Trustees, the State and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in 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.

(9) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(10) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust, an audit of the funds, financial affairs and transactions of the Trust, including but not limited to all fees, salaries and expenditures in exact amounts and specifying to whom shall expenditures were paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of the annual audit of the Trust shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be identical with the calendar year. All expenses incurred in connection with the annual audits shall be paid from the Trust Estate.

(11) Every person becoming a Trustee shall first take the Oath of Office required of an elected public officer. The Oath of Office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Clerk of

the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State and the cost thereof shall be paid from the Trust Estate.

ARTICLE VIII

Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of, and in the name of the Authority:

- (1) To sue and be sued;
- (2) To have a seal and alter same at pleasure;
- (3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder;
- (4) To make and alter by-laws for its obligations and internal management as provided herein.
- (5) To make and alter Rules and Regulations pertaining to any loan or other program developed by the Authority.
- (6) To acquire, lease, convey or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, 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 or be liable for the application of the purchase or rental monies arising therefrom.
- (7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the

furtherance of the Trust purpose or in connection with the securing of any of the Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

- (a) Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and
- (b) Appoint and compensate attorneys, paying agencies and corporate Trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust;
- (c) Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses, reproduction expenses; and
- (d) Create any reserve fund and any all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

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(13) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.

(15) 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, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of facilities.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in obligations of any Governmental Agency or obligations the principal and interest of which are guaranteed by such Governmental Agency or in certificates of deposit or time deposits

secured in such manner as the Authority shall determine, or in obligations of any agency of the State or the United States of America which may from time to time be legally purchased by banks within the State as an investment of funds belonging to them or in their control.

(21) To sell any Mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of, any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms, of any Mortgage Loan, Mortgage Loan Commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and 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.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust. All Lending Institutions are eligible to participate in the programs of the Trust and act as such depositories with approval of the Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate 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 interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purpose of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

(35) No indebtedness or evidence of obligation shall be incurred or executed without approval of two-thirds majority of the Board of County Commissioners of the County of Mayes, State of Oklahoma as provided in §176 of Title 60, Oklahoma Statutes.

ARTICLE IX

Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X

Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the county designated in Article III herein, under and pursuant to Title 60, Oklahoma Statutes 1981, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition of distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof except as herein

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

ARTICLE XI

Adoption and Amendment of By-Laws; Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

- (1) When the purposes set out in Article IV of this instrument shall have been fully executed; or
- (2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary actions while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

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

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

Edgar True
Edgar True, Trustor

Van Poplin
Van Poplin, Trustee

Bill Kemp
Bill Kemp, Trustee

Bob King
Bob King, Trustee

Phil Kennedy
Phil Kennedy, Trustee

L.L. Wiseman
L.L. Wiseman, Trustee

Floyd Sloan
Floyd Sloan, Trustee

Frank Deffenbaugh
Frank Deffenbaugh, Trustee

Lyman Carter
Lyman Carter, Trustee

Carroll Walden
Carroll Walden, Trustee

David Harrison
David Harrison, Trustee

Helen Gurney
Helen Gurney, Trustee

STATE OF OKLAHOMA)
)SS
COUNTY OF MAYES)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the 21st day of January, 1986, personally appeared Edgar True, and further known to me to be the identical person who subscribed his name to the foregoing instrument, as Trustor, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

(SEAL)

Loelene Boyden
Notary Public

My commission expires: 3-31-87

STATE OF OKLAHOMA)
)SS
COUNTY OF MAYES)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the 21st day of January, 1986, personally appeared Van Poplin, Bill Kemp, Bob King, Phil Kennedy, L.L. Wiseman, Floyd Sloan, Frank Deffenbaugh, Lyman Carter, Carroll Walden, David Harrison and Helen Gurney, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

(SEAL)

Loelene Boyden
Notary Public

My commission expires: 3-31-87

STATE OF OKLAHOMA)
)SS
COUNTY OF MAYES)

OATH OF OFFICE

We, the undersigned, do solemnly swear (or affirm) that we will support, obey and defend the Constitution of the United States and the Constitution of the State of Oklahoma, and that we will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to our office, other than the compensation allowed by law. We further swear (or affirm) that we will faithfully discharge our duties as Trustees of the Mayes Emergency Services Trust Authority to the best of our ability.

DATED this 21st day of January, 1986.

Van Poplin
Van Poplin, Trustee

Bill Kemp
Bill Kemp, Trustee

Bob King
Bob King, Trustee

Phil Kennedy
Phil Kennedy, Trustee

L.L. Wiseman
L.L. Wiseman, Trustee

Floyd Sloan
Floyd Sloan, Trustee

Frank Deffenbaugh
Frank Deffenbaugh, Trustee

Lyman Carter
Lyman Carter, Trustee

Carroll Walden
Carroll Walden, Trustee

David Harrison
David Harrison, Trustee

Helen Gurney
Helen Gurney, Trustee

STATE OF OKLAHOMA]
COUNTY OF MAYES]

AFFIDAVIT OF ADMINISTERING OFFICER

I, the undersigned Officer, designated under Title 51, Oklahoma Statutes Annotated, Section 21, as authorized to administer oaths to public officers in the State of Oklahoma, hereby aver and affirm that I administered the foregoing Oath of Office orally to the aforesaid Trustees and that said Trustees, in my presence, and each of them, did orally repeat, take and subscribe to the foregoing Oath of Office.

SEAL

Sammy A. Howard
Authorized Officer

BOOK 654 PAGE 61

ACCEPTANCE OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the Board of County Commissioners of Mayes County, Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Declaration of Trust, for and on behalf of said County in all respects in accordance with the terms of said Declaration of Trust.

WITNESS our hands, affixed in ^{regular} recessed meeting of said Board of County Commissioners of Mayes County, Oklahoma, as the official action of said Board, this 21 day of January, 1986.

Edgar True
CHAIRMAN

Billy J. Clinton
MEMBER

Leroy Baker
MEMBER



ATTEST:
James A. Howard
COUNTY CLERK

BOOK 554 PAGE 62

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF MAYES)

On this 21 day of January, 1986, before me, the undersigned Notary Public in and for said County and State, personally appeared
County Commissioners, Edgar True, Bill Clinton, Leroy Bales

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.



Celene M. Bayless
NOTARY PUBLIC Celene Bayless

My Commission Expires:
March 31, 1987

BOOK 654 PAGE 62-A

CERTIFICATE

I, the undersigned County Clerk of the County of Mayes, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the Declaration of Trust of the Mayes Emergency Services Trust Authority, a public trust, dated June 21, 1986.

Sammy A. Howard
COUNTY CLERK



BOOK 654 PAGE 62-B