

RESOLUTION NO. 1983-28

RESOLUTION TO APPROVE TRANSFER OF AMBULANCE SERVICE CONTRACT AND TO AMEND AMBULANCE SERVICE CONTRACT

WHEREAS, on the 16th day of February, 1977, Weakley County, Tennessee, entered into an ambulance service contract with Emergency Ambulance Service, Inc., and

WHEREAS, by letter dated June 4, 1983, Emergency Ambulance Service, Inc., notified the Honorable H. C. Brundige, County Executive of Weakley County, of its intention to terminate said contract, as amended, by giving one hundred twenty (120) days notice, and

WHEREAS, subsequent to said notice of termination being submitted, Emergency Ambulance Service, Inc., negotiated a transfer of said ambulance service contract, as amended, to Weakley County Ambulance Service, Inc., a newly formed corporation owned and under the sole direction of the Weakley County Rescue Squad, Inc., and,

WHEREAS, Emergency Ambulance Service, Inc., Weakley County Ambulance Service, Inc., and Weakley County Rescue Squad, Inc., have requested Weakley County, through its Ambulance Committee, to approve the negotiated transfer of the said ambulance service contract, as amended, from the Emergency Ambulance Service, Inc., to the Weakley County Ambulance Service, Inc., and

WHEREAS, Emergency Ambulance Service, Inc., Weakley County Ambulance Service, Inc., and Weakley County Rescue Squad, Inc., have furthermore requested Weakley County, through its ambulance committee, to make certain further amendments to the said ambulance service contract, as amended, as more fully set out in the proposed "AMENDMENT TO CONTRACT" attached hereto as exhibit "A", and

WHEREAS, by letter dated June 20, 1983, to the Honorable H. C. Brundige, County Executive of Weakley County, the Emergency Ambulance

State of Tennessee
County of Weakley

TO THE HONORABLE MEMBERS OF THE WEAKLEY COUNTY HIGHWAY COMMISSION:

The undersigned hereby petition the Weakley County Highway Commission and the County Quarterly Court of Weakley County, Tennessee, to take such action as necessary to close a portion of road located in the 12-7H Civil District.

The section of road to be closed is located and described as follows:

Beginning at the entrance to land owned by Van Ramsey and H.T. Black and continuing westerly about one fourth (1/4) mile then about 1/4 mile to the Dow Mayberry road.

The aforesaid road does not touch the lands of any person other than the undersigned and no other person uses the same and the closure of such road could not affect the right of interest or interest of any other person.

PETITIONERS PRAY that the County Highway Commission take favorable action on this petition at its next meeting, to the end that the matter may be submitted to the County Quarterly Court at its meeting on the third Monday in July, 1983.

Respectfully submitted,

Helen T. Black
Aileen N. Brinkley
Van A. Ramsey
John Sorey

This road is about 20 ft wide and has not been traveled for 25 years or more. Trees and other growth makes it completely impassable. Attached is map and the part in red is the portion to be closed.

Drawn by
H.T. Black
Route 3- Box 121
McKenzie Tenn 38201
Phone 352-3461 110

~~RECEIVED~~

Resolution to Approve Transfer of Ambulance Service Contract and to Amend Ambulance Service Contract.

Service, Inc., withdrew its said notice of termination previously submitted, and

WHEREAS, the Ambulance Committee of Weakley County, after much study and consideration, has recommended to this body that the said transfer be approved and the requested amendments made provided that the Weakley County Ambulance Service, Inc., enters into a "hold harmless" agreement with Weakley County for the protection of Weakley County and others, as more fully set out in the said proposed "Amendment to Contract" attached hereto, and

WHEREAS, the recommendation of the Ambulance Committee in all things appears to be in the best interest of Weakley County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Weakley County, Tennessee, meeting in regular session, this the 18th day of July, 1983, that:

SECTION 1. The transfer of the said ambulance service contract, as amended, from Emergency Ambulance Service, Inc. to Weakley County Ambulance Service, Inc., is hereby expressly approved.

SECTION 2. The said ambulance service contract, as amended, is hereby further amended in accordance with the said proposed "AMENDMENT TO CONTRACT" attached hereto.

SECTION 3. The said proposed "AMENDMENT TO CONTRACT" attached hereto ^{x the} "hold harmless" provision contained therein are in all things approved, and the County Executive of Weakley County is hereby authorized to execute the same for and on behalf of Weakley County, Tennessee.

PURSUANT TO THE RULES OF THE WEAKLEY COUNTY LEGISLATIVE BODY THIS RESOLUTION IS SPONSORED BY THE FOLLOWING COMMISSIONERS:

Jacques M. Eves

Earl Wright

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT is made this 18th day of July, 1983, between WEAKLEY COUNTY AMBULANCE SERVICE, INC., a Tennessee non-profit corporation, having its situs and principal place of operations in Dresden, Weakley County, TN, hereinafter called the Company, and WEAKLEY COUNTY, TENNESSEE, by and through its Ambulance Committee, and County Executive, hereinafter called the County,

W I T N E S S E T H

WHEREAS, Weakley County, Tennessee, previously entered into a contract dated February 16, 1977, with Emergency Ambulance Service, Inc., whereby Emergency Ambulance Service, Inc., was to provide certain ambulance services, which contract has been amended from time to time, and

WHEREAS, Emergency Ambulance Service, Inc., has entered into an Agreement, with the Weakley County Rescue Squad, Inc., which has formed a separate non-profit corporation, known as the Weakley County Ambulance Service, Inc., and

WHEREAS, Weakley County, Tennessee, has agreed to transfer the original contract dated February 16, 1977, as amended, to Weakley County Ambulance Service, Inc., subject to the Amendments and obligations contained in this Amendment to Contract Agreement.

1. Paragraph 4 of the original Contract called COMPENSATION shall be amended as follows:

A. Paragraph 4A, as amended, shall be further amended to change the rate for pickups in Weakley County, TN, from \$40.00 to that of \$45.00.

B. Paragraph 4B, as amended, is further amended as to the following changes:

a. The charge for transfers from Nashville and Memphis, TN, is increased from \$175.00 to \$200.00.

b. The charge for transfers from Jackson, TN, is changed from \$100.00 to \$125.00. The charge for transfers from Obion County, TN, Henry County, TN, and McKenzie, TN, shall be changed to allow charges to be increased for transfers from Obion County, TN, from \$50.00 to \$55.00; for transfers from Henry County, TN, from \$55.00 to \$60.00; and from McKenzie, TN, from \$45.00 to \$50.00

C. Paragraph 4C, as amended, is further amended as to the following changes:

For the transporting of patients from within

the County to without the County, the charge shall be \$45.00, plus \$1.25 per mile from the Weakley County line to the point of destination, except for trips to Nashville and Memphis, TN, which shall for each be at the rate of \$200.00; the trips to Jackson, TN, which shall be at the rate of \$125.00; and the trips to Obion County, TN, Henry County, TN, and McKenzie, TN, which shall be at the rates of \$55.00; \$60.00; and \$50.00, respectively.

- D. Paragraph 4F, as amended, is further amended to allow an increase in the oxygen charge from \$5.00 per hour, or any fraction thereof, to \$10.00 per hour or any fraction thereof.
- E. Paragraph 4, as amended, is further amended to allow the following as Paragraph 4J:
 The Company shall have the additional authority to make reasonable charges for disposable items of equipment and supplies used in the treatment of patients transported. This would include I.V. solutions, drugs administered, and other non-reuseable soft goods utilized. All charges

are subject to the approval of the Weakley County Ambulance Committee.

F. Paragraph 4, as amended, is further amended to allow the following as Paragraph 4K:
The Company shall have the additional authority to make reasonable charges for advance life support skills performed such as for utilization of E.K.G. defibrillator, etc., with all charges being subject to the approval of the Weakley County Ambulance Committee.

2. Paragraph 5 of the original Contract, called COUNTY SUBSIDY AND LOCATION OF AMBULANCES, as amended, is further amended to provide for an annual subsidy to be paid by the County to the Company in the amount of \$110,000.00 per year, to be paid in twelve equal monthly installments, with the first payment being due August 1, 1983, and the remaining payments being payable on the first day of each month thereafter.

3. Paragraph 13 of the original Contract, called DURATION OF CONTRACT, as amended, is further amended to extend the termination date of said Contract, as amended, to June 30, 1988.

4. The original Contract, as amended, is further amended to allow the following as Paragraph 16:

The Company shall in addition to the obligations imposed upon it by the original Contract, as amended, shall also comply with the provisions of the Emergency Medical Services Act of 1983.

5. The original Contract, as amended, is further amended to allow the following as Paragraph 17:

Upon approval by the Weakley County Ambulance Committee, the Company shall be permitted to investigate the possibilities of a Subscription Service and implement such a service.

6. The original Contract, as amended, is further amended to allow the following as Paragraph 17:

This Contract, as amended and as may be amended from time to time, may be extended as to the expiration date provided the service by the Company is acceptable and meets with the approval of the Weakley County Board of Commissioners by a majority vote.

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7. The transfer of the original Contract, as amended, from Emergency Ambulance Service, Inc., to the Weakley County Ambulance Service, Inc., shall be effective as of 12:00 noon, July 18, 1983, or as soon thereafter on July 18, 1983, as may be approved by the Weakley County Board of Commissioners.

8. It is mutually agreed and understood by and between the parties hereto that the County neither makes nor has made any representations or warranties whatsoever as to its legal right or authority to approve the transfer of this ambulance service contract, as amended, or to make and approve the amendments thereto as herein contained, although the County, acting in good faith, believes it has the legal right and authority to do those things.

It is further more mutually agreed and understood by and between the parties hereto that should this ambulance service contract, as amended and as may be amended from time to time, or any portion(s) thereof, or the transfer of this ambulance service contract, as amended, or the County's approval of said transfer, be held invalid and/or illegal by any court of competent jurisdiction, the parties hereto agree that any and all future rights and obligations of the parties hereto under said contract or the portion(s) thereof affected shall immediately terminate and the Company and its successors and assigns hereby waive any further rights thereafter under said contract or the portion(s) thereof affected and the

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Company and its successors and assigns furthermore hereby release and agree to hold harmless the County of Weakley, its officers (including the Weakley County Board of Commissioners), agents, servants, employees, attorneys, and any other person, in their official capacities or individually and their successors, from any liability whatsoever arising therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals, either of which may be treated as an original for the purposes herein contained. In addition, Emergency Ambulance Service, Inc., joins in this Amendment for the purpose of effecting the transfer of the existing Contract, as amended, to the Weakley County Ambulance Service, Inc.

WEAKLEY COUNTY, TENNESSEE

WEAKLEY COUNTY AMBULANCE SERVICE, INC.

H.C. Brasfield
COUNTY EXECUTIVE

Jeffery T. Washburn
PRESIDENT

WEAKLEY COUNTY AMBULANCE COMMITTEE

EMERGENCY AMBULANCE, SERVICE, INC.

Jacky Esch
COMMITTEE CHAIRMAN

Paul Hathorn
PRESIDENT

Sworn to and subscribed before me, this 18th day of July, 1983

Lawrence B. Smith
COUNTY CLERK
WEAKLEY COUNTY, TENNESSEE

Motion made to accept the ambulance contract made by Comm. Jacky Esch and seconded by Comm. Jimmy Brasfield. After a roll call vote, motion carried.