(Published in the Topeka Metro News November 28, 2001)

ORDINANCE NO. 17767

AN ORDINANCE introduced by Mayor Felker relating to ambulance services within the
City of Topeka, Kansas, providing a non-exclusive franchise to
American Medical Response, Inc., f/k/a Medevac MidAmerican, Inc.
to operate an ambulance service within the City of Topeka, Kansas.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. Authority.

This ordinance is passed and approved by the Council of the City of Topeka, Kansas, and
enacted pursuant to K.S.A. 12-2001 and the authority found and provided for in Topeka
City Code § 62-26 through § 62-69 inclusive.

Section 2. Satisfactory qualifications.

The Council of the City of Topeka, Kansas, has considered the legal, character, financial,
and other qualifications of the applicant and has found American Medical Response, Inc.
f/k/a Medevac MidAmerica, Inc., to be qualified in all respects to own, maintain, and
operate an ambulance service in the City of Topeka, Kansas.

Section 3. Service.

The maintenance and operation of an ambulance service by American Medical Response
in the City of Topeka, Kansas shall be in accordance with these terms and conditions and
performance standards set forth in the current ambulance service contract entered into by
American Medical Response and the Board of County Commissioners of Shawnee County,
Kansas. Said contract is identified as Shawnee County Contract C1-2001. In addition,
American Medical Response agrees to provide to the Chief Administrative Officer of the
City of Topeka copies of documents which are required to be filed pursuant to Shawnee
Section 4. Franchise grant.

Pursuant to the provisions of Topeka City Code § 62-41, a nonexclusive franchise is granted to American Medical Response, Inc., hereinafter referred to as the Grantee, to own, maintain, and operate an ambulance service within the City of Topeka, Kansas. Said nonexclusive franchise is granted through and including December 31, 2006, and shall vest all rights, privileges, and immunities of an ambulance service franchise with grantees, however, said nonexclusive franchise shall be subject to and conditioned upon all of the terms, duties and obligations found in the laws of the State of Kansas, Topeka City Code § 62-26 through § 62-69, and this ordinance.

Section 5. Payments to the city.

Consideration for the rights, privileges, and immunities granted to grantees includes the benefits to be derived by the citizens of the City of Topeka from the maintenance and operation of an ambulance service under the terms and conditions of this franchise. The following licensing fees shall be paid by the grantees to the City of Topeka:

a. On the effective date of this ordinance, the ambulance service license fees prescribed by Topeka City Code § 30-54(2).

b. On the first working day recognized by the City of Topeka, Kansas, after January 1 of each year within the term of this franchise agreement and while the grantees is operating an ambulance service pursuant to such franchise, the annual registration fee for each vehicle in operation in the city as set forth in Topeka City Code § 30-54(3) as presently provided or hereafter amended.

All fee payments made hereunder shall be made to the city treasurer.
Section 6. Insurance.

Grantee shall upon the effective date of this ordinance file with the city clerk an insurance policy as required by Topeka City Code § 62-51 and the same shall be approved as to form by the City attorney’s office. During the term of this franchise and the time grantee is providing service grantee shall maintain paid insurance coverage.

Section 7. Written acceptance.

Grantee shall file with the city clerk its written acceptance of the provisions of the franchise within 60 days after the effective date of this franchise as determined by K.S.A. 12-2001.

Section 8. Remedies of city.

Nothing herein shall limit or preclude the city from seeking remedies at law or equity in a court of competent jurisdiction for any violation by the grantee of the laws of the State of Kansas or any ordinance of the City of Topeka.

Section 9. Forfeiture.

Any material and substantial fraud, misrepresentation or default of the terms, duties and obligations imposed upon the grantee by the laws of the State of Kansas, Topeka City Code § 62-26 through § 62-69 inclusive or by this ordinance shall constitute grounds for forfeiture of this nonexclusive franchise. The city shall notify the grantee in writing of any allegation of a material and substantial fraud, misrepresentation or default and shall hold a public hearing before the council of the City of Topeka on the merits of such allegations.

Said public hearing shall be held within 30 days after the notification to the grantee and shall be adjudicative in character but shall not bar the rights of any parties to pursue judicial review. Within ten days following the conclusion of such hearing, the city council shall act with respect to such forfeiture and shall submit a written statement to the grantee. The
franchise shall not be forfeited unless the city council finds that there has been a material
and substantial fraud, misrepresentation or default on the part of the grantee so as to justify
a forfeiture. In such case a notice of forfeiture shall be provided to the grantee. In the
event the franchise is forfeited, the grantee shall, within 180 days of its receipt of notice of
forfeiture, cease operation of an ambulance service hereunder.

Section 10. Surrender.

If, during the term of this franchise, the grantee does not earn a fair rate of return upon the
value of property used and useful in providing such ambulance service for a period of six
months; and it is determined by the grantee that it would not be practical, possible or in the
public interest to cure the deficiency by an increase in rates and/or a reduction in service;
and the grantee has complied with all applicable procedures as prescribed by the Board
of County Commissioners of Shawnee County, Kansas including the giving of notice of
surrender to the city; then the grantee upon 180 days written notice to the city clerk may
elect to surrender its franchise and cease operation of the ambulance service hereunder.
Fair rate of return means receipt of revenues for patient charges and public funds, if any,
to include the sum of operating costs, depreciation reserves, growth and development
costs and management fees.

Section 11. Transfer.

All the rights and obligations of the grantee, pursuant to this franchise, may with written
approval of the city council, be transferred to a person meeting the requirements for an
ambulance service grantee, as determined by the laws and regulations of the state and the
city at the time of the contemplated transfer. Any such transferee shall, without limitation,
assume all the duties and obligations of the grantee and grantee shall be released of all
future rights, duties, and obligations arising form this franchisee.

Section 12. Hold harmless.

The grantee shall hold the city harmless for all liability, damages, costs and expenses of every kind for the payment of which the City may become liable to any person by reason of the rights and privileges herein granted and, if any action either at law or in equity, be brought against the city for damages or for any cost to the city for any fault of the grantee, its servants, agents, or employees, in the operation of its ambulance service, the grantee shall pay all costs, damages and expenses including costs of defense for which the city may be held liable.

Section 13. Effective date.

This franchise ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper in the manner prescribed by law, and shall be binding upon the grantee upon the filing of its written acceptance as required by section 7.

PASSED and APPROVED by the City Council

NOV 20 2001

Harry Felker, Mayor

ATTEST:

Iris E. Walker, City Clerk

APPROVED AS TO FORM AND LEGALITY
DATE 11/20/01
TO BE CODIFIED X
NOT TO BE CODIFIED

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