



# CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • TEL. 876-6800

LAW DEPARTMENT

EDWARD D. MCCARTHY  
CITY SOLICITOR

ROWENA E. TAYLOR  
ASSISTANT CITY SOLICITOR

CHARLES WATSON  
LEGISLATIVE AGENT

RUSSELL B. HIGLEY  
SPECIAL COUNSEL

December 3, 1974

Mr. James L. Sullivan  
City Manager  
City Hall  
Cambridge, Massachusetts

Re: Ambulance Service

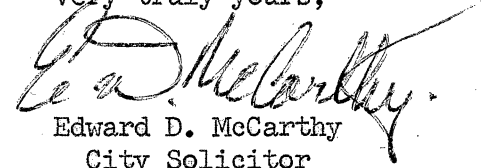
Dear Sir:

Enclosed is a copy of the existing contract between the City and Professional Ambulance Service. You will note that the Contractor provides free services to the City in return for the sole right to convey patients when called by the City. I am informed that these services cost the City about \$70,000 per year in the past.

May I point out that the charge for transportation one way within the City is \$32.00. The Welfare Department rate is \$40.00 per trip, \$70.00 per round trip plus \$1.00 per loaded mile after 10 miles.

If someone feels they have been overcharged by this ambulance company, please have them contact us and we will take the matter up with the contractor.

Very truly yours,

  
Edward D. McCarthy  
City Solicitor

EDMcC:cas

Enc.

NO. 9845

CONTRACT

ARTICLES OF AGREEMENT

This agreement made and entered into this 30th day of May in the year 1974 by and between the City of Cambridge, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, party of the first part hereinafter referred to as the "City" by and through its Purchasing Agent, and Professional Ambulance & Oxygen Service, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, party of the second part hereinafter referred to as the "Contractor".

ARTICLE I. The Contractor agrees to furnish and deliver materials, supplies or equipment, as may be ordered by the Purchasing Agent, as hereinafter described in Article II, for the period beginning June 30, 1974 and ending June 29, 1977

ARTICLE IV. The City agrees to pay for the following listed materials, supplies or equipment to be furnished by the Contractor in accordance with the following schedule: **The Contractor agrees to furnish an ambulance service to the City of Cambridge, including Police Department, Fire Department and City Hospital at no charge to the City of Cambridge.**

**Patients will be charged directly at the following rates:**

**\$32.00 - anywhere in the City of Cambridge**

**\$37.00 to the Mass. General Hospital, Boston**

**No charge for Fire or Riot Stand-by**

**No charge for transporting firemen or police from the scene of fire or riot**

**All in accordance with the specifications and contractor's bid of 5/30/74 (File 1225)**

ARTICLE III. The Contractor shall conform to all determinations and directions of the Purchasing Agent of the City relating to the materials, supplies or equipment and their delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the materials, supplies or equipment and the time and manner of their delivery.

ARTICLE IV. The City, if the Contractor shall fail to furnish and deliver any of said goods as required after the purchase order for same has been given to the Contractor or mailed to him at the business address stated in his proposal, acting by the Purchasing Agent, may obtain the materials, supplies or equipment ordered at any other source, and the City, if the Purchasing Agent shall give to the Contractor or mail to him at the business address stated in his proposal, a notice, signed by the Purchasing Agent that the Contractor has failed to carry out the contract to the satisfaction of the Purchasing Agent, acting by the Purchasing Agent and at his discretion, and without further notice may cancel the contract.

ARTICLE V. The City, from any sums due the Contractor for materials, supplies or equipment delivered may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City in consequence, of purchasing materials, supplies or equipment as aforesaid at any other source or by any failure, omission, or mistake of the Contractor, his agents or employees, in furnishing or delivering materials, supplies or equipment as provided in this contract, and the Contractor shall, within one month after any such expenses, losses or damages have been incurred by said City pay to said City the amount thereof, less any amount kept as aforesaid.

ARTICLE VI. This contract is made subject to all the laws of the Commonwealth and the ordinances of the City and if any clause thereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. Notwithstanding anything to the contrary hereinbefore contained, it is expressly agreed that the City may not hold the Contractor liable for any loss, expense, or damage incurred by the City on account of failure or omission of the Contractor to furnish or deliver any of the materials, supplies or equipment called for in this contract, if the Contractor's said failure or omission shall have been caused by state of war, acts of enemies, embargoes, expropriation or confiscation of the facilities used by the Contractor or his supplier for the production, manufacture, transportation, handling or delivery of said goods, or by compliance with any law, order or regulation of any federal, state, or municipal governmental authority; the Contractor having given to the City reasonable notice of such clause.

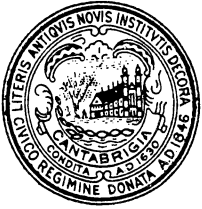
ARTICLE VIII. The Contractor promises and agrees to furnish a bond or certified check in the penal sum of **NONE REQUIRED**

conditioned to insure the faithful performance of this contract with surety satisfactory to the City. ARTICLE IX. "The Contractor in the performance of all work after award and prior to completion of the contract work will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The City may cancel, terminate, or suspend the contract in whole or in part for any violation of this paragraph".

IN WITNESS WHEREOF the parties have hereto and to three other instruments of like tenor set their hands the day and year first above written.

**PROFESSIONAL AMBULANCE & OXYGEN**

CP9845



# CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 876-6800

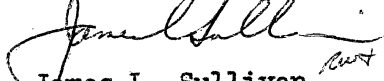
EXECUTIVE DEPARTMENT  
JAMES L. SULLIVAN  
City Manager

December 9, 1974

To the Honorable, the City Council:

With respect to awaiting report item number 10 of December 2, 1974,  
enclosed please find a communication from Edward McCarthy, City  
Solicitor as well as a copy of the ambulance contract.

Very truly yours,

  
James L. Sullivan *JLS*  
City Manager

JLS: ngw

Agenda # 584

Awaiting report relative to ambulance service.

In City Council,

December 9, 1974

12/9/74

Placed on File -