WALKER COUNTY COMMISSIONER

PO Box 445 La Fayette, GA 30728

Check Date

12/29/2016

Check No. 180621

DATE 12/28/2016	12/26/16	DESCRIPTION STATION 10 - REFUND OF PURCHASE	NET AMOUNT 50,000.00
12/28/2016	12/28/16	STATION 10 - REFUND OF PURCHASE	50,000.00
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			1.1. 050 000 00
		lo	otal: \$50,000.00

CONTROL TO THE CONTRO

WALKER COUNTY COMMISSIONER

PO Box 445 LaFayette, GA 30728 General Fund Operating Account Bank of LaFayette 101 W. Patton St. LaFayette, GA 30728

Check No:

180621

Date 12/29/2016 Amount \$50,000.00

Void after 60 Days

PAY Fifty Thousand and 00/100 Dollars

TO THE ORDER **PUCKETT EMS**

3760 TRAMORE POINTE PKWY

OF

AUSTELL, GA 30106

Bable Heiskell David Addlurn

Invoice

PURITIES BINES

Wednesday, December 28, 2016

Account Name:

Walker County, Georgia

Account Number:

Walker County

BILL TO:

Walker County Commissioner Bebe Heiskell 101 South Duke Street LAFayette, GA 30728

Contact Name:

Commissioner Bebe Heiskell

Phone No:

(678) 504-1723

Account Manager:

Terry Johnson

Ship Method

Payment Terms

No freight

Check

ltem Number	Product Description		Price	Quantity	Extended Price	
	Refund of Purchase of Station 10, 265 South Avenue,					
Refund	Flintsone, GA 30725	EA	\$ 50,000.00	1	\$	50,000.00
			 	Sub Total	\$	50,000.00
				6% Tax	NA	
				TOTAL	\$	50,000.00



OK

63067

121100,50

See Attacked.

Puckett Agreement and reason for \$50,000 refund.

In the early 1980's Reichhold Chemical in Kensington, GA had an explosion within the plant that required evacuation of the community. Georgia Environmental Protection Division fined Reichhold for the accident. Walker County was able to convince EPD that if they allowed Reichhold to pay the amount of the fine to Walker County Emergency Services, Walker County could set up a HASMAT team and division, set up a command vehicle, train personnel and build a building to train and hold material and equipment.

In 1984, the Walker County Board of Education leased to Walker County school property upon which to build what was called Station 10 in Flintstone. The lease was made in 1984 and was for twenty years, ending in 2004.

When Walker County sold the county ambulance service, Puckett agreed to also take that building to turn it into a maintence building for their equipment. They allowed \$55,000 in the agreement for the building. They recently asked for a deed to the property so they could sell it since they had purchased an eleven bay building on Rossville Boulevard and no longer needed it.

When we looked into providing the deed, the above information was finally retrieved by the School Board attorney, Ron Womack. Since school was out for holiday vacation and the Board or Superintendent were not available, it was decided that Walker County would reimburse Puckett for the property in the agreed upon amount of \$50,000.

Puckett amended the agreement to incorporate the refund. Walker County paid Puckett the \$50,000 on 12-29-16. This is an explanation so that all this research need not have to be done again.

Delre Herskell



FIRST AMENDMENT TO THE AGREEMENT FOR AMBULANCE SERVICES WALKER COUNTY, GEORGIA

This FIRST AMEMDMENT TO THE AGREEMENT FOR AMBULANCE SERIVCES ("The First Amendment") is entered into as of the latest signature dates and effective as of December 28, 2016 by and between Walker County, Georgia, a political subdivision of the State of Georgia (the "County") and Puckett Emergency Medical Services, Inc. (the "Provider").

WHEREAS, the County and the provider have entered into an Agreement for Ambulance Services effective November 1st, 2015 whereby the Provider agreed to provide emergency ground ambulance transportation for the citizens of the county; and

WHEREAS, the County as part of the agreement had agreed to sell and accepted payment for the property listed as Station 10 located at 265 South Avenue, Flintstone, GA 30725 to the Provider; and

WHEREAS, the County was unable to transfer full ownership and title of the property listed as Station 10 located at 265 South Avenue, Flintstone, GA 30725 to the Provider; and

NOW, THEREFORE, for and consideration of the covenants, terms and conditions herein, the Parties hereby covenant and agree:

- 1. The property listed as Station 10 located at 265 South Avenue, Flintstone, GA 30725 is hereby deleted from the list of property to be purchased by the Provider in Exhibit A of the Agreement.
- 2. The County will refund the Provider the amount of fifty thousand dollars (\$50,000) and the provider will relinquish all right, title, and interest in the property listed as Station 10 located at 265 South Avenue, Flintstone, GA 30725.
- 3. Except as specifically modified herein, the Agreement for Ambulance Services effective November 1, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment under seal as of the date and year below written.

WALKER COUNTY, GEORGIA: By: Belie Herskell	PUCKETT EMERGENCY MEDICAL SERVICES, INC.: By: K. (W.)
Name: Bebe Heiskell	Name: Steven K. Puckett
Title: County Commissioner	Title: President
Date: 12/29/16	Date: 12/28/2016