

AMBULANCES: A county hospital organized under
COUNTY HOSPITALS: the provisions of Section 205.160,
COUNTY COURTS: RSMo, et seq., may contract with
HOSPITALS: the county court of the county where-
SPECIAL TAX LEVIES: in they are located for such ambu-
COOPERATIVE AGREEMENTS: lance services as the hospital board
of trustees deem necessary and appro-
priate to the needs of the hospital and the hospital board of
trustees may likewise as a part of such contract provide facilities
for the housing of the ambulance vehicles.

August 7, 1969

OPINION NO. 80

Honorable Dennis C. Brewer
Prosecuting Attorney
Perry County Courthouse
Perryville, Missouri 63775



Dear Mr. Brewer:

This opinion is in response to your question concerning the validity of a plan for the furnishing of ambulance service whereby the county court of Perry County will contract on behalf of Perry County with a private individual to operate a county ambulance service, and in turn, the Perry County Memorial Hospital will contract with the Perry County Court to provide ambulance services for the patients of the hospital using special tax levy funds pursuant to Section 205.200, RSMo Supp. 1967. An additional question presented is whether or not the Perry County Memorial Hospital can provide facilities for the housing of the ambulances used for these services.

In our opinion which was directed to you under date of December 5, 1968, No. 290, we stated that a county hospital organized under the provisions of Section 205.160, RSMo et seq., may establish and maintain an ambulance service supported in whole or in part by special tax levy funds pursuant to Section 205.200, RSMo Supp. 1967. We also stated that such ambulance service may not be a general service, but must be in direct connection with the services rendered county hospital patients.

It is our understanding that the contract between Perry County and the individual operating the ambulance service is

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pursuant to the provisions of Section 67.300, RSMo Supp. 1967. Two of the basic questions, therefore, are answered. That is, the county court acting pursuant to Section 67.300, RSMo Supp. 1967, can contract with an individual to operate an ambulance service for the county. Likewise, we have stated that the county hospital can use special tax funds to provide an ambulance service that is directly related to the operation of the hospital. The remaining questions, therefore, are whether the Perry County Memorial Hospital Board of Trustees can contract with the Perry County Court to provide the ambulance services for and directly related to the operation of the Perry County Memorial Hospital and whether the Perry County Hospital Board of Trustees have the authority to build a shelter for these ambulances.

Section 205.190, RSMo 1959, gives the Perry County Memorial Hospital Board of Trustees the authority to perform certain acts in order to carry out its duties and exercise its powers. In order to do this, they necessarily must have the right of contract and are able to contract with others for the performance of services and functions of a delegable nature. Aslin v. Stoddard County, 106 S.W.2d 472, 341 Mo. 138. Obviously there is nothing in the performance of ambulance services as such which cannot be delegated or made the subject of a lawful contract. Since we have concluded that the board of trustees can provide an ambulance service related to the needs of the hospital, it necessarily follows that they have the right to contract with others for such services.

With respect to the question as to whether the county court can contract with the county hospital board of trustees to furnish such services, we take note that under the provisions of Section 67.300, the county court "may provide a general ambulance service for the purpose of transporting sick or injured persons to a hospital, clinic, sanatorium or other place for treatment of the illness or injury". Thus, the county court has the power to provide such service, but is not required to do so; and as a consequence, a contract with the hospital board of trustees to furnish ambulance services for the direct needs of the county hospital would be proper.

The existence of the power to do the act contemplated by the contract distinguishes this situation from one which calls for the furnishing of services by the county to persons or organizations where such power does not exist.

Under these circumstances, it is not necessary to determine whether this type of contract falls within the provisions of the cooperative agreement statutes, Section 70.210, RSMo, et seq.,

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for the reason that the right to contract in this instance exists independently of any statutory authority given political subdivisions to cooperate as provided under that law. Notably, the "sharing of facilities" is nothing new in our government, St. Louis Co. v. Ruland, 5 Mo. 269, 1.c. 272.

Further, it is our opinion that the Perry County Memorial Hospital Board of Trustees does have the authority to build parking facilities for ambulances with the special tax levy funds pursuant to Section 205.200, RSMo Supp. 1967, for the same reasons that we stated previously; that is, that they have the authority to provide ambulance services related to the needs of the hospital.

CONCLUSION

It is therefore the opinion of this office that a county hospital organized under the provisions of Section 205.160, RSMo et seq., may contract with the county court of the county wherein they are located for such ambulance services as the hospital board of trustees deem necessary and appropriate to the needs of the hospital and the hospital board of trustees may likewise as a part of such contract provide facilities for the housing of the ambulance vehicles.

This opinion, which I hereby approve, was prepared by my assistant, John C. Klaffenbach.

Yours very truly,



JOHN C. DANFORTH
Attorney General