



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 11, 2019

To: Mark F. Miller, City Manager

From: MaryBeth Murz, Purchasing Manager
David Roberts, Fire Chief

Subject: Amendment to Emergency Medical and First Responder Services Agreement

Background

On October 24, 2016, Troy City Council approved Standard Purchasing Resolution #2016-10-180 to award a contract to provide Emergency Medical and First Responder Services for the City of Troy for three (3) years in 2017, 2018, and 2019, with the option to renew annually for three (3) years in 2020, 2021, and 2022, to *Alliance Mobile Health of Troy, MI*, for a total estimated annual amount of \$490,089.60.

On March 6, 2017, Troy City Council approved the written agreement between the City of Troy and *Alliance Mobile Health*, Resolution #2017-03-0334. Section 3 of the agreement, titled "Prices," allows for *Alliance Mobile Health* to request a price increase from the City of Troy annually, in the month of January, related to verifiable increases in labor contracts, or to use the Consumer Price Index Inflation Calculator, whichever is lower. *Alliance Mobile Health* did not request a price increase in January of 2018.

On January 23, 2019, *Alliance Mobile Health* submitted a formal request for a 3% price increase. Data from the Michigan Department of Treasury, however, indicates the CPI factor to be 2.4% through December 31, 2019.

Purchasing

A formal amendment to the agreement between the City of Troy and *Alliance Mobile Health* has been drafted, reviewed, and agreed upon by both parties. The signing of the agreement by both parties is the final step in order to execute the agreement amendment; a copy of which is included for Council's review.

Financial

Funding for Emergency Medical and First Responder Services is budgeted in the Fire Department's Fire Operations Contractual Services account 101.336.338.7802.010. The 2.4% price increase is not expected to require a budget amendment to this account for the remainder of fiscal year 2019.

Recommendation

Staff recommends Council approve the signing of the agreement amendment between the City of Troy and *Alliance Mobile Health of Troy, Michigan*, for Emergency Medical and First Responder Services, in order to provide a 2.4% price increase, and to allow for future price increases to coincide with the CPI without a formal request.



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City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TROY AND
ALLIANCE MOBILE HEALTH FOR EMERGENCY MEDICAL AND FIRST
RESPONDER SERVICES**

This Agreement amends the March 6, 2017 EMERGENCY MEDICAL AND FIRST RESPONDER SERVICES AGREEMENT BETWEEN THE CITY OF TROY AND ALLIANCE MOBILE HEALTH entered into by the CITY OF TROY, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as "TROY", and ALLIANCE MOBILE HEALTH, a Michigan Corporation, whose address is 2045 Austin Dr., Troy, Michigan 48083, hereinafter referred to as "ALLIANCE." Both TROY and ALLIANCE are also referred to as party or parties.

The parties agree to amend the Agreement as follows, pursuant to Section 3 of the Agreement, effective March 6, 2019:

1. Section 3 is hereby deleted in its entirety, and replaced with the following language:


"3. PRICES. CITY shall pay ALLIANCE \$23.65 per unit hour for First Responder Service, and \$87 for each blood draw. CITY shall not pay any fee for ambulance service. CITY shall be billed for the previous month's first responder services by the 15th of the following month. Commencing on March 6, 2020, and for each subsequent fiscal year of the Agreement, the First Responder Service fee and the blood draw fee shall be adjusted by the percentage change in the Consumer Price Index (for the Metropolitan Detroit/Ann Arbor area), as published by the U.S. Bureau of Labor Standards, or its successor index ("CPI") for the month immediately preceding the commencement of such fiscal year for the term of the Agreement."

2. Except as otherwise stated in this Amendment, the ORIGINAL EMERGENCY MEDICAL AND FIRST RESPONDER SERVICES AGREEMENT BETWEEN THE CITY OF TROY AND ALLIANCE MOBILE HEALTH executed on March 6, 2017 shall remain in full force and effect, and to the extent there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms and provisions of the Original Agreement shall govern and control.

3. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, TROY and ALLIANCE have executed this Amendment to Agreement on this _____ day of _____, 2019.

WITNESSES:



Hampton Timm, Supervisor



Christopher Berry, Supervisor

ALLIANCE MOBILE HEALTH,



By: Vince Waryas
Its: Executive Director

CITY OF TROY

By: Dane Slater
Mayor

By: M. Aileen Dickson
City Clerk