

RENEWAL AGREEMENT FOR FIRE COMMUNICATIONS
AND AMBULANCE DISPATCHING SERVICES
BETWEEN HURON VALLEY AMBULANCE AND THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City") and Huron Valley Ambulance, Inc. ("HVA"), a Michigan nonprofit corporation, with offices at 1200 State Circle, Ann Arbor, Michigan 48108 ("Consultant") agree as follows on this 15th day of JULY, 2011.

RECITALS

Whereas, the parties entered into an agreement for the provision of communications and fire and ambulance dispatching services for the Ann Arbor Fire Department commencing July 1, 2009 and terminating June 30, 2011 unless renewed for one additional, successive term of 1 year subject to proper notice by the City; and

Whereas, notice having been given by the City and acknowledged by HVA, the contract for services is renewed subject to the terms and conditions stated in this Renewal Agreement.

AGREEMENT

1. The contract for services by and between the parties shall be renewed for a period of 1 year commencing on July 1, 2011 and terminating on June 30, 2012 ("Renewal Term").
2. HVA shall provide communications and fire and ambulance dispatching services on the same terms and conditions as specified in the contract between the parties, dated August 7, 2009, ("Original Agreement") which are made a part of this renewal as though expressly rewritten, incorporated, and included herein, subject to adjusted compensation calculation required by the Original Agreement and attached hereto as Exhibit A of this Renewal Agreement. All payment for services provided during the Renewal Term shall be in accordance with Exhibit A of this Renewal Agreement.
3. HVA shall maintain during the Renewal Agreement all insurance required under the Original Agreement and comply with all conditions thereof, including but not limited to Contract Compliance requirements under City Code Chapter 112 and Living Wage requirements under City Code Chapter 23. HVA shall provide the City with evidence of the required insurance coverage concurrent with execution of this Renewal Agreement.

This Renewal Agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

FOR HURON VALLEY AMBULANCE, INC.

By _____

Dale J. Berry
Its: President/CEO

FOR THE CITY OF ANN ARBOR

By _____

Tom Crawford, Interim City Administrator

Approved as to substance

Ollice Hubbard, Fire Chief

Approved as to form

Stephen K. Postema, City Attorney

EXHIBIT A

Payment for Services provided shall be in accordance with Article IV Original Agreement in accordance with the following pricing and adjustment provisions:

Price.

Fix fee per month for the fiscal year 2012 7,594.58 per month

The not to exceed per call price has been established at \$16.57 for the Renewal Term. FY12 anticipated call volume was established at 5,500 based on a projected decrease in responses.

Payable on the first day of each month on which service is to be performed, during the Renewal Term.

Adjustment.

- A. This agreement being for the provision of fire fighting vehicle dispatching, the price is based on the City's number of dispatched alarms in the previous fiscal year. Within two (2) months of the end of the Renewal Term, the actual number of dispatched alarms during the Renewal Term shall be determined.

HVA agrees to rebase the pricing per the established formula below and pass any reductions in costs per call to the City.

The formula for calculations shall be:

$$\text{Cost per Alarm} = \frac{\text{Total HVA Dispatch Budget}}{\text{Annual Fire Alarms}^1 + \text{Annual EMS Calls}}$$

- B. In addition, the actual number of dispatched alarms per month as identified in the monthly invoice shall be further evaluated by HVA and the Contract Administrator no later than the 15th of each month as to whether it was appropriate to dispatch a City fire fighting vehicle under established protocols. If it is determined by the Contractor Administrator, after consultation with HVA, that a dispatch call to the City was issued contrary to established protocols, HVA shall remit a refund for each call thereby retroactively decreasing the fixed price for the respective month of the call concurrent with adjustment process identified in subparagraph A above.

Note 1: Annual (e.g. July 1-June 30) Fire Alarms shall include all Fire Services (e.g. municipalities and authorities) dispatched by HVA.