



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Gabe Benmoussa, Fire Chief
DATE: Submitted on date May 5, 2025, for the May 19, 2025, Regular City Council Meeting

Signed by:

E7E0B8627EEF44C...

AGENDA ITEM: Consideration of a Medical Response Unit (MRU) Vehicle Use Agreement between the City of Milton, City of Alpharetta, and E.M.S Ventures, Inc. dba American Medical Response (AMR) to Enhance Emergency Medical Services in the North Fulton Area.

SUMMARY:

On June 27, 2024, the City of Milton entered into an Ambulance Level Agreement (SLA) with E.M.S. Ventures, Inc., dba as American Medical Response. This agreement included provisions for implementing a Medical Response Unit (MRU) to supplement EMS Coverage, as outlined in Exhibit B of the SLA.

Under this agreement Milton is responsible for housing, insuring and maintaining the vehicle. The MRU would be operated as a reserve Rescue unit by Milton Fire Rescue. The agreement authorizes the Use of an AMR-provided vehicle as response unit within Milton and will fully comply with all the state requirements.

FUNDING AND FINANCIAL IMPACT:

There is no cost for the Mobile Response Unit (MRU) other Fuel and regular maintenance.

ALTERNATIVES:

There is no cost for the Mobile Response Unit (MRU) other Fuel and regular maintenance.

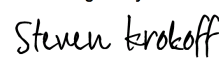
REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – May 13, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – April 14, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

ED09D88B47F7499...

DocuSigned by:


9E6DD808EBB74CF...

ATTACHMENT(S):

Vehicle Use Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



Vehicle Use Agreement

THIS VEHICLE USE AGREEMENT is made between the City of Alpharetta and the City of Milton, both being municipal corporations of the State of Georgia (collectively, the “Cities”) and E.M.S. Ventures, Inc. doing business as American Medical Response (“AMR”). This Agreement is effective **November 21, 2024** (“Effective Date”).

WHEREAS, AMR and the Cities entered into the Service Level Agreement dated June 27, 2024 (the “SLA”);

WHEREAS, as part of the SLA, the Cities maintained the option to implement a medical response unit (“MRU”) per the terms Exhibit B within the SLA;

WHEREAS, the Cities have decided to implement the MRU and desire AMR to provide MRUs as outlined in the SLA.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Vehicles.** AMR hereby permits Cities authorization to use the vehicle to AMR (“Vehicle”) identified in Exhibit A. Cities will utilize the Vehicle in the Cities’ jurisdiction and shall be responsible for any fees, registrations, or taxes associated with its use of the Vehicle. AMR warrants and represents that (i) the Vehicle is in good working order and suitable for Cities’ needs; (ii) Vehicle meets or exceeds the requirements set forth in all applicable laws, rules, codes, and regulations for Vehicle. Each City utilizing an MRU will obtain and maintain, at all times while such MRU is in the City’s possession and control, comprehensive automotive insurance subject to the limitations of O.C.G.A. § 36-92-2(a), and specifically related to, and only applicable during, the City’s possession, control and operation of such MRU. Each City utilizing an MRU shall ensure such insurance policies are primary over AMR and shall add AMR as an additional insured to its automotive liability policies. All policies shall include a waiver of subrogation in AMR’s benefit. Each City utilizing an MRU will provide AMR with certificates of insurance documenting such coverage. Each City utilizing an MRU shall procure sufficient insurance to cover the replacement value of the MRU in the event of total destruction or loss of such MRU and to cover damage and repairs to the MRU. Notwithstanding any limits on each City’s insurance, each City shall be responsible for the fair market value of the Vehicle in the event of total destruction of the Vehicle and each City shall be responsible for all damage and repairs to

the Vehicle while such MRU is in the City’s possession and control. Each City utilizing an MRU shall notify AMR within twenty-four (24) hours of any accident, destruction or damage to the MRU.

2. **Compensation.** Compensation for the Vehicle has already been established via the SLA (“Vehicle Rent”).

3. **Maintenance.** The Cities shall be responsible for all maintenance of the Vehicle while in the City’s care, custody, possession or control, including but not limited to:

- a. **Scheduled Maintenance/ Preventative Maintenance (pursuant to AMR recommendations).**
- b. **Unscheduled Maintenance/ Incidental.**
- c. **Road Call or Breakdown.**

4. **Liability.** AMR maintains no responsibility for loss, damage, or theft of Vehicle while in the City’s care, custody, possession or control. Cities shall be responsible for all damages and repairs caused to the Vehicle while under Cities use of vehicles. Cities agree to defend, hold harmless and to indemnify AMR and its affiliates, shareholders, directors, trustees, officers, employees, contractors and agents against all claims from any liability or any damage, loss, or expense, including cost of defense, due to accidents, mishaps or injuries, either to person or property, of any kind whatsoever, arising from any cause related to the operation of any vehicle while in the City’s care, custody, possession or control under the terms of this Agreement, to the extent permitted by Georgia law.

5. **Term.** The initial term of this Agreement shall be one year, commencing on the Effective Date and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the “Term”. Pursuant to O.C.G.A. § 36-60-13, the Agreement shall terminate absolutely and without further obligation on the part of the City on June 30th of each fiscal year of the Term, and further, the Agreement shall automatically renew on July 1st of each subsequent fiscal year absent the City’s provision of written notice of non-renewal to AMR at least thirty

Vehicle Use Agreement

(30) days prior to the end of the then term. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in AMR until fully paid for by the City

6. Termination. Either party may terminate this Agreement at any time without cause and at its sole discretion upon 30 days' notice to the other party. This Agreement shall automatically terminate in the event the SLA between the parties is terminated.

7. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

If to AMR:

Regional Director
American Medical Response
250 Hembree Park
Drive #112 |
Roswell, GA 30076

With Mandatory Copy to:

Law Department
c/o American Medical Response, Inc.
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

If to Milton:

City of Milton
Attn: Chief Gabe Benmoussa
13690 Highway 9 N
Milton, GA 30004

If to Alpharetta:

Alpharetta Department of Public Safety
Attn: Chief
2565 Old Milton Parkway
Alpharetta, GA 30009

With Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

8. Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

9. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

10. Ineligible Entity. Cities represent and warrants to AMR that it, its officers, directors, and/or employees involved in the performance of, or negotiation of the Agreement are not currently excluded, debarred, or otherwise ineligible to participate in the Federal or State Health Care Programs as defined in 42 U.S.C. § 1320a - 7b(f) ("the Federal health care programs") or the Federal Procurement or Non-Procurement Programs. Cities shall immediately notify AMR of any change in the status of the representations and warranties as set forth in this section. Any breach of this section shall give AMR the right to terminate the Agreement immediately for cause and without penalty of any kind, and Cities shall indemnify, defend, and hold harmless AMR against any fines, penalties, damages, costs or expenses AMR incurs arising out of or related to a breach of this Section.

11. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.

Vehicle Use Agreement

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

E.M.S. VENTURES, INC. D/B/A/ AMERICAN MEDICAL RESPONSE, INC.

Signed by:
By: Steven Dralle
Steven Dralle, Region President
Date: 4/28/2025

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor
Date: _____

[CITY SEAL]

Attest:

Signature: _____
Print Name: Lauren Shapiro
Title: City Clerk

Approved as to substance:

By: _____
Chris Lagerbloom, City Administrator

Approved as to form:

Jennifer K. McCall 4/30/2025
ID Xjz6ohk5yEVYNuiYLp1QYJEQ
City Attorney Date

(signatures continue on following page)

Vehicle Use Agreement

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor
Date: _____

[CITY SEAL]

Attest:

Signature: _____
Print Name: Tammy Lowit
Title: City Clerk

Approved as to form:

Jennifer K. McCall

ID Xjz6ohk5yEVYNuYLP1QYJEQ

City Attorney

4/30/2025

Date

Vehicle Use Agreement

**EXHIBIT “A”
VEHICLE**

Year	Make	Model	VIN
Alpharetta 2018	Chevrolet	Ambulance	1FDWE3FS7JDC37399
Milton 2018	Chevrolet	Ambulance	1FDWE3FSXJDC28308