



SUBJECT:

Approval to Amendment to First Amended and Restated Agreement between the City of Novi and Superior Air-Ground Ambulance Service of Michigan, Inc. (EMS Service Provider) for one-year extension of the Agreement, until January 23, 2024.

SUBMITTING DEPARTMENT: City Manager's

BACKGROUND INFORMATION:

The City initially approved the EMS Services Agreement with Superior in January, 2018, with some minor amendments in March, 2018. The Agreement states at Section 16 that it is effective for two years beginning January 23, 2018 to January 22, 2020. It provides that "upon mutual consent" the contract can be renewed for three additional years in one-year increments. The City and Superior have agreed to those extensions administratively. No further administrative extensions are available. If the City wants to continue the services of Superior for another period of time, City Council action is required. City Staff and the Consultant Review Committee are recommending a one-year extension while additional discussions between the City and Superior are conducted.

RECOMMENDED ACTION: Approval of Amendment to First Amended and Restated Agreement between the City of Novi and Superior Air-Ground Ambulance Service of Michigan, Inc. (EMS Service Provider) for one-year extension of the Agreement, until January 23, 2024, with the final form of the Amendment to be reviewed and approved by the City Manager and City Attorney's office.

AMENDMENT TO FIRST AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF NOVI AND

EMERGENCY MEDICAL SERVICE PROVIDER-EXTENSION OF AGREEMENT

THIS AMENDMENT TO FIRST AMENDED AND RESTATED AGRE	EMENT BETWEEN
THE CITY OF NOVI AND EMERGENCY MEDICAL SERVICE PROVIDI	ER-EXTENSION OF
AGREEMENT ("Agreement") made this day of	_, 2022, between the
City of Novi, a Michigan Municipal Corporation ("City"), whose address is 4:	5175 Ten Mile, Novi,
MI 48375 and, Superior Air-Ground Ambulance Service of Michigan, 1	Inc. ("Company"), a
corporation, whose address is 2000 Centerwood Drive, Warren, MI 48091, he	ereinafter collectively
referred to as "Parties" or singularly as "Party."	

RECITALS

- A. City and Company entered into the Agreement effective January 23, 2018. The Agreement contained, at Section 16, a two-year term ending January 22, 2020, with three administrative extensions being permitted. City and Company have agreed to all three of the administrative extensions.
- B. City and Company desire to extend the Agreement for an additional year, from January 23, 2023, to January 22, 2024.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, City and Company do hereby agree that the Agreement is amended as follows:

1. Section 16 is revised to read as follows:

16. TERM

- A. This Agreement shall be effective for two (2) years from January 23, 2018 to January 22, 2020. Upon mutual consent of the City and the Company, the contract may be renewed for four (4) additional years in one (1) year increments, the last available increment ending January 22, 2024.
- B. The Company shall prepare an implementation schedule, which shall not exceed 45 days after award of the contract.
- 2. Except as expressly amended in this Amendment, the Agreement is hereby ratified and

confirmed and shall remain in full force and effect in all other respects. In the event of any conflict between the provisions of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

- 3. All other rights and obligations set forth herein shall inure to the benefit of, and be a binding obligation on, any and all successors and permitted assigns of the parties.
- 4. This Amendment may be executed in multiple counterparts (including by facsimile or electronic mail) each of which shall be deemed an original and all of which, together, shall constitute one fully executed Agreement. The signature of any party to any counterparts will be deemed to be a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the Company and the City have set their hands and seals the day and year first above written.

		-	erior Air-Ground Ambulance Service of higan, Inc. (Company), a Corporation
Date:			
		By: Its:	Mary Franco Vice President
STATE OF MICHIGAN)) ss		
COUNTY OF OAKLAND)		
Service of Michigan, Inc. Notary Public			sident of Superior Air-Ground Ambulance
Acting in My Commission Expires:	County, N	Aichig	gan -
			Y OF NOVI, a Michigan municipal poration
Date:	<u>—</u>		
			Robert J. Gatt Mayor
		HIS.	VIAVOI

Date:	·	
	By: Cortney Hanson	
	Its: City Clerk	
STATE OF MICHIGAN)	
) ss	
COUNTY OF OAKLAND		
	was acknowledged, signed and sworn to before me on ert Gatt, Mayor, and Cortney Hanson, Clerk, for the City	
Notary Public		
Acting in	County, Michigan	
My Commission Expires:		

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		-	Mary Franco Vice President
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COUNTY OF OAKLAND)		
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Notary Public		<i>.</i>	
Acting in My Commission Expires:	County, N	Aichig	gan -
			Y OF NOVI, a Michigan municipal poration
Date:	<u> </u>		
		_	Robert J. Gatt
		Its:	Mayor

Date:	·	
	By: Cortney Hanson	
	Its: City Clerk	
STATE OF MICHIGAN)	
) ss	
COUNTY OF OAKLAND		
	was acknowledged, signed and sworn to before me on ert Gatt, Mayor, and Cortney Hanson, Clerk, for the City	
Notary Public		
Acting in	County, Michigan	
My Commission Expires:		