



**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 12, 2022**

**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 AGREEMENT BETWEEN THE CITY OF NOVI AND EMERGENCY MEDICAL SERVICE PROVIDER-EXTENSION OF AGREEMENT (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Novi, a Michigan Municipal Corporation (“City”), whose address is 45175 Ten Mile, Novi, MI 48375 and, Superior Air-Ground Ambulance Service of Michigan, Inc. (“Company”), a corporation, whose address is 2000 Centerwood Drive, Warren, MI 48091, hereinafter 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





**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 AGREEMENT BETWEEN THE CITY OF NOVI AND EMERGENCY MEDICAL SERVICE PROVIDER-EXTENSION OF AGREEMENT (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Novi, a Michigan Municipal Corporation (“City”), whose address is 45175 Ten Mile, Novi, MI 48375 and, Superior Air-Ground Ambulance Service of Michigan, Inc. (“Company”), a corporation, whose address is 2000 Centerwood Drive, Warren, MI 48091, hereinafter 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



Date: \_\_\_\_\_

\_\_\_\_\_  
By: Cortney Hanson  
Its: City Clerk

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF OAKLAND        )

The foregoing Agreement was acknowledged, signed and sworn to before me on this \_\_\_\_ day of September, 2022, by Robert Gatt, Mayor, and Cortney Hanson, Clerk, for the City of Novi.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_