



CITY OF NOVI CITY COUNCIL
FEBRUARY 5, 2024

SUBJECT: Approval of Amendment to Agreement with Medstar for EMS Services

SUBMITTING DEPARTMENT: Fire Department

BACKGROUND INFORMATION:

On September 23, 2023, the City executed an Agreement with MedStar Inc., to provide ambulance services within the City. The Agreement services begin on January 23, 2024. The Agreement allows Medstar to use three fire stations as living quarters for their personnel while providing services under the Agreement. Medstar has indicated that they only want to use one of the facilities, the fire station at 25804 Beck Road. The Agreement requires Medstar to pay the City \$2,500.00 a month for use of three fire stations. The Amendment removes the two stations that are not being used by Medstar and reduces the monthly payment to \$1,500.00 per month. The City Attorney has prepared the amendment.

RECOMMENDED ACTION: Approval of an amendment to the Agreement with Medstar for ambulance services to clarify that only the station at 25804 Beck Road will be used by Medstar and the monthly payment will be \$1,500.00.

AMBULANCE SERVICE AGREEMENT AMENDMENT

This is Amendment 1 ("Amendment") to the Agreement executed on September 23, 2023, between the City of Novi, a Michigan municipal corporation located at 45175 Ten Mile Road, Novi, Michigan 48375, ("City") and Medstar Inc., a Michigan corporation with its principal place of business located at 380 N. Gratiot Avenue, Clinton Township, Michigan 48843. ("Contractor"). This Amendment shall be effective on the date that both Parties sign it. ("Effective Date")

In consideration of the mutual covenants promises made herein, and other valuable considerations, receipt of which is hereby acknowledged the Parties do hereby bind themselves to the terms and conditions of this Amendment.

The following terms and conditions of the Agreement shall be amended in Exhibit II Scope of Contractor Services:

SECTION 2 USE OF CITY FACILITIES

- 1. Section 2.2 42785 Nine Mile Road** shall be deleted in its entirety as Contractor does not need to use this facility.
- 2. Section 2.3 Paramount Street** shall be deleted in its entirety as Contractor does not need to use this facility.
- 3. Section 2.4 Payment for Use of all Three Facilities** shall be deleted in its entirety and replaced with the following language:

2.4 Payment for Use of One Facility: Contractor shall pay the City \$1,500 per month for use of the City Facility located at 25804 Beck Road, payable in advance of the 30th day of each month. Failure to pay the City by the fifteenth day of a month shall be grounds for termination of the Agreement.

- 4. Section 2.5 Requirement for Facilities for Access to Living Quarters:** The entire section shall be deleted and replaced with the following wording:

2.5 Requirement for Facility for Access to Living Quarters: Contractor's personnel and crew members shall have access to the interior living or "quarters" area of the facility on 42785 Nine Mile Road, pursuant to rules established by the Fire Chief or designee, which may include reasonable, and non-destructive use of the existing tables, chairs, kitchen facilities, and bathroom facilities within the interior area of the building. The Contractor may also provide its own appropriate furnishings for use by personnel and crew members actively engaged in service within the City under the Agreement. Contractor shall provide their own beds and bedding. Any furnishings that the Contractor or its personnel or crewmembers provide must be approved by the Fire Chief or designee as a type and location and shall not interfere with the operations or activities of the City Fire Department or its personnel. Contractor shall also provide its own cleaning supplies for laundry, dishes and vehicles.

All other terms and conditions of the Agreement shall remain in full force and effect and unchanged by this Amendment.

FOR MEDSTAR INC.

Date

By: Kolby Miller, President/CEO
Its

Notary Public
_____ City

State of _____

Acting in _____ City

My Commission Expires: _____

FOR CITY OF NOVI

Date

By: Justin Fischer, Mayor

Notary Public
_____ City

State of _____

Acting in _____ City

My Commission Expires: _____