

GENESEE COUNTY COMMUNICATIONS CONSORTIUM
General Membership Meeting
Genesee County 9-1-1
September 14, 2021

2:00 pm

Location: Grand Blanc Twp PD, 5405 Saginaw Rd, Flint

MINUTES

1. CALL MEETING TO ORDER

Meeting called to order by Chairman Mark Emmendorfer at 2:00 pm.

2. PLEDGE OF ALLEGIANCE

3. ATTENDANCE ROLL CALL

Members Present: Shirley Kautman-Jones, Atlas Township; Thomas Spillane, Clayton Township; Jim Slezak, Davison Township; Karyn Miller, Flint Township; Mary Ann Price, Forest Township; Paul Fortino, Gaines Township; Scott Bennett, Grand Blanc Township; Mark Emmendorfer, Montrose Township; Tonya Ketzler, Mundy Township; Keith Pyles, Richfield Township; Nancy Belill, Vienna Township; Doug Vance, Clio City; Andrea Schroeder, Davison City; Joseph Karlichek, Flushing City; Wendy Jean-Buhrer, Grand Blanc City; Ellen Glass, Linden City; Vicki Corlew, Mt. Morris City; Sam Stiff, Gaines Village; Sheri Wilkerson, Goodrich Village; John Ray, Otisville Village;

Arrived after initial roll call, during Public Comments: Fred Thorsby, Flushing Township; Dan Eashoo, Genesee Township; Greg Fenner, Burton City; Adam Zettel, Swartz Creek City; Meredith Davis, Genesee County

Members Absent: Brian Saad, Argentine Township; Vince Lorraine, Fenton Township; Jolena Sanders-Sims, Mt Morris Township; Rachel Stanke, Thetford Township; Clyde Edwards, Flint City; Thomas Bigelow, Montrose City

Others Present: Ron Wiles, Yvonne Brantley, Jeff Lewis, Richard Cronkright, Alex Boros, Scott Fraim, Russ Ethridge, Kolby Miller, Ellen Ellenburg, Chad Young, Chris Swanson, Chris Statmatter, Austin Finkbeiner, Jim Bronson, Steve Henson, Jay Johnson, Jeff Yorke, Bruce Trevithick, Matt Grovesteen, Ryan Volz, James Young, Skip Davis, Brian Flewelling, Kirk Wilkinson, Melissa Galloway, Erick Snidersich, Tim Jones, Valerie Moore - recorder

4. AGENDA APPROVAL

**Chairman
Emmendorfer**

Action Taken: Motion by Karlichek, support by Miller to approve the Agenda as presented.

All Ayes, Motion Passes

5. PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Shirley Kautman-Jones, Atlas Township Supervisor, here to represent approximately 10,000 residents between Goodrich and Atlas Township. Our board fully supported moving into a service agreement with MedStar to provide coverage for the residents in our community. Our area has suffered for many years with slow response time for ambulance transport and this impacts our Deputies, the Paramedics and the Fire Fighters that serve the Township. I am here at my Boards request, to ask that you acknowledge our service agreement with MedStar, to provide coverage to the residents of Atlas Township and the Village of Goodrich.

James Young, on behalf of Police Officers Labor Council. I am here if there are any questions on the contract that was just negotiated, I think negotiation went fair on both sides. More importantly I am here in support of Interim Director, Tim Jones. The opinion of the floor and the Union that going forward, he is the best person to do the job. He has proven himself before and it's a scary concept if we don't move forward with him, is having a new Director and Deputy Director. With so many things we currently have going on, the relationships he has with our partners and We want someone that's going to lead us and someone that will give us the stability and we think he's the person to do that. It is a mutually beneficial relationship having him there, I think putting someone else there will cause us to lose even more employees.

As a union, we would like to be involved in process, we think our voice should be heard.

For all the members here, we suggest you make a visit to the Center to see how things operate, to see from the inside how important it is for them to have strong leadership going forward.

Chad Young, Mundy Township administrator, here to speak on behalf of his Board. Mundy Twp has not staked out its position on EMS contracting and would like to be a part of debate on this issue. However, we do not feel it appropriate to have a debate if 911 has not made a decision on the issue. We do not face some of the same issues for example, as Atlas Twp. We would urge 911 to agree to acknowledge those service contracts. The future success of our Township and Genesee County, as a whole depends on our communities being able to collaborate positively. Allowing the individual communities to make decisions based on what best serves their communities, there is no better example of collaboration acknowledging or agreeing to acknowledge.

Scott Fraim, Swartz Ambulance, here to voice our opposition to the idea of local contracts controlling the rules and method of ambulance dispatching through 911. I'll leave the legality or illegality up to the lawyers to address. Back in 2013 there was a complete overhaul of the County wide system to assist in dispatching for the county, since then we have all invested millions of dollars in technology to support and improve dispatching based on this new county system.

The biggest problem being faced right now across the Country by all ambulance companies is a result of being short staffed, we just don't have the personal to put enough rigs to put in the field. Honoring local contracts does not suddenly make additional staff available to put in extra units on the road, contracts do not provide any

additional services, what it does, is relocate those limited services and focus them into the municipalities areas that have a contract, and take away from the other areas that may not have a contract and now won't have those resource. It actually makes the situation worse, especially for those non-contracted areas.

We at Swartz Ambulance are opposed to this, we're all competitors, we're all fighting for territory, but the local contracts shouldn't give a monopoly to a single provider and require 911 to honor or dispatch those units, simply because there is a contract. Residents deserve the right to receive the quickest, most appropriate, closest dispatch of an ambulance if they need one, not whether there's a contract. I welcome the opportunity to discuss this in much greater detail if allowed.

Joe Karlichek, City of Flushing Mayor, to put a few things on record, as well as mention that if the Consortium wants to move forward with any sort of arrangement, I will be abstaining for any such vote.

Karlichek provided a report following the actions of the Flushing City council, about 3 months ago, Council requested our administration to investigate response times with a formal cost analysis if the city were to provide its own, or with a provider to contract with presumable with the financial support with the call volume.

Karlichek read the report detailing the outcome of this study, the questions raised by council as well as constituents related to County EMS mileage, contracting with private providers.

Karlichek concluded the report, therefore, as a consequence to this analysis, I do not support the Consortiums attempt to recognize the EMS contracts for the following two reasons. First, it could potentially disrupt the collective EMS mileage for our public safety net that I support, as do many others, and secondly the exclusive rights to CBT with their own government procured paramedic transport system or the private EMS firm cannot be recognized because of the 911 Enabling Law and legal opinions, that I have researched and discussed with my City Attorney, effectively rendering the system as status quo.

6. APPROVAL OF MINUTES

- **June 8, 2021**

Action Taken: Motion by Bennett, support by Karlichek to approve the June 8, 2021 meeting minutes.

All Ayes, Motion Passes

7. OLD BUSINESS

A. Advisory Board Report

Chief Volz

Chief Volz reported that following the county wide siren test on September 4, 2021 if anyone is having issue with their sirens, please contact the proper authorities.

The Fire Chiefs Tyler Project Manager Mike Vogt has stepped down from the position and Dan Stevens from Gaines Township has taken over. Dan Stevens has been part of the Tyler project from the beginning and will keep everything moving forward.

Tyler Project Manager, Pat Lapointe has scheduled a make-up class for those who did not attend the first Tyler RMS training. The make-up class is scheduled the week of October 12, 2021, which is before the second RMS class, starting October 19, 2021.

There are still seven outstanding RMS contracts due from agencies. These are pending Council or Board approval to finalize before being returned to 911. There is only one Agency that is not participating in the Tyler upgrade.

Volz reported the results of the study that Tim Jones had done regarding the MDC usage, or lack of use by several agencies.

Miller asked to clarify how the usage is considered for the Fire Departments. Tim Jones noted that usage has been reviewed and will be discussed specifically with Department heads to resolve issues. Jones noted that some of the issues identified are based on connectivity issues, out of service vehicles or the basic lack of use.

8. NEW BUSINESS

A. FY 2021-22 Budget Approval

Shawna Farrell

Shawna Farrell with Taylor & Morgan presented the General Fund, Technology Fund and Capital Project Fund proposed budgets for the Fiscal Year 2021-2022. The Budget Committee has reviewed this draft, minus a small adjustment made during the committee meeting for Insurance premium and the Professional Services for the upcoming year.

Shawna Farrell reported that standard operating cost are expected to remain consistent for the upcoming year, a few of the notable increases expected are under Personnel Cost, and Health Care which are based on the new union contract wage increases, as well as an insurance premium increase.

General Fund is proposed to have an ending Fund Balance of \$5,785,480.

Technology Fund and Capital Project Funds were covered for Fiscal Year 2021-2022. The Technology Fund is expected to have a transfer from General Fund at the end of the year in the amount of \$412,368, and expenditures in the amount of \$1,623,008. This includes the remaining cost to purchase MDC's as well as the remainder of the Tyler Technologies CAD project. The projected ending fund balance for the Technology Fund is \$1,920,362.

The Capital Project fund is expected to have a transfer from General Fund at the end of Fiscal Year 2022 in the amount of \$400,000, with no planned expenditures during FY2022. The projected ending fund balance for Capital Project fund is \$4,700,477.

Miller asked if the entire CAD project was already completed and paid for in full. Jones stated the project is still underway and projected to be complete by Fall of 2022. The funds have been earmarked and payments are being made as the milestones/phases are completed.

Action Taken: Motion by Bennett, support by Ketzler to approve the FY2021-2022 budgets as presented.

Roll Call Vote:

Kautman-Jones	Aye
Spillane	Aye
Slezak	Aye
Miller	Aye
Thorsby	Aye

Price	Aye
Fortino	Aye
Eashoo	Aye
Bennett	Aye
Emmendorfer	Aye
Ketzler	Aye
Belill	Aye
Fenner	Aye
Vance	Aye
Schroeder	Aye
Karlichek	Aye
Jean-Buhrer	Aye
Glass	Aye
Corlew	Aye
Zettel	Aye
Stiff	Aye
Wilkerson	Aye
Ray	Aye
Davis	Aye

All Ayes, Motion Passes

B. Labor Contract – Dispatchers

Attorney Chubb

Attorney Chubb provided a summary of the changes that were part of the new union contract. The consideration for wages was a large part of negotiations and the agreed to contract is going to be for five years which lines up with our 5-year surcharge renewal. The wage scale was agreed upon for employees to better align by seniority, the result was percentage increases for employees between 1 and 4 years, will be 3%, 2%, 2%, 2% and 2%, the employees with 5 to 20 or more years will receive an increase of 3%, 2%, 2%, 1 ½ % and 1 ½ % over the five years of the contract. The contract does include a reopener clause at years 4 and 5, in the event there is recession in the economy, we will have the opportunity to review and adjust these wage increases going into the fourth and fifth year of the contract if necessary.

Another few other changes that benefit the employees include, specifics related to hire date and Seniority date, an additional 15 minute break time for a 12 hour shift, one additional paid Holiday, increases in the amount for the Insurance opt-out payment, as well as an increase to the Longevity payments.

Emmendorfer noted that the new longevity payments are meant to truly reward those who stay longer by giving those with the most time a more significant longevity amount compared to those with less seniority.

Action Taken: Motion by Miller, support by Bennett to approve the Dispatcher’s POLC CBA effective October 1, 2021 and expiring on September 30, 2026 as presented.

Roll Call Vote:

Kautman-Jones	Aye
Spillane	Aye
Slezak	Aye
Miller	Aye

Thorsby	Aye
Price	Aye
Fortino	Aye
Eashoo	Aye
Bennett	Aye
Emmendorfer	Aye
Ketzler	Aye
Belill	Aye
Fenner	Aye
Vance	Aye
Schroeder	Aye
Karlichek	Aye
Jean-Buhrer	Aye
Glass	Aye
Corlew	Aye
Zettel	Aye
Stiff	Aye
Wilkerson	Aye
Ray	Aye
Davis	Aye

All Ayes, Motion Passes

C. Personal Service Contract - Jones

**Chairman
Emmendorfer**

Emmendorfer stated that the recommendations of the personnel committee are to offer Tim Jones a 90-day contract as Interim Director. The 90 days term is only because they want to complete the internal investigation that the Executive Board requested.

Discussion took place in support of Tim Jones and his role as Interim Director, question on the short time contract and providing the stability for the Center staff and them knowing what the future holds for them during this interim time under a 90-day contract.

Action Taken: Motion by Miller, support by Karlichek to approve the contract as presented for Tim Jones as Interim Director.

Discussion regarding the next steps the Board will be making, looking forward following the decisions made at the Special Meeting. As noted, the current understating and agreement with Tim Jones is that he is willing to step in during this time and help keep everything running until the Board is ready to make their next decision following the completion of the investigation.

Miller wanted to clarify her reason for the way she voted during the Special Meeting. Miller stated she recognizes the excellent work Tim Jones has done over the years however she feels it's important to note that in the absence of the Director, the Deputy Director Tim Jones would have automatically transitioned to Interim Director. Miller stated she feels that the board should allow the investigation to be completed and learn what there is to know, prior to taking any next steps and moving forward without knowing the outcome of that investigation.

Other members commented that they agree that the investigation should be used as a learning tool and a way to know what should be done better next time, and work on moving forward from there.

Emmendorfer mentioned that the decision made during the Special Meeting to name Tim Jones as Interim Director was primarily to help provide stability and continuity for the staff at 911 during the transition period. Since Tim Jones had intended to retire at the end of September, the goal was to have something in place extending his services beyond the September 30, 2021 date. We'll wait for the outcome over the next few months and will have the chance to start with a clean contract after that.

Thorsby stated that he feels that if nothing changes in the next 90 days, then they will move forward and keep Jones under a longer contract. If anything, unexpected comes from the investigation to change this intent they will have to go in another direction.

Roll Call Vote:

Kautman-Jones	Aye
Spillane	Aye
Slezak	Aye
Miller	Aye
Thorsby	Aye
Price	Aye
Fortino	Aye
Eashoo	Aye
Bennett	Aye
Emmendorfer	Aye
Ketzler	No
Belill	Aye
Fenner	Aye
Vance	Aye
Schroeder	Aye
Karlichek	Aye
Jean-Buhrer	Aye
Glass	Aye
Corlew	Aye
Zettel	Aye
Stiff	Aye
Wilkerson	Aye
Ray	Aye
Davis	Aye

All Ayes, Motion Passes

E. Deputy Director Search

**Chairman
Emmendorfer**

Emmendorfer noted that the Personal Service Committee had originally planned to be starting a search for a Deputy Director to fill the position of Deputy Director when they thought Jones was only going to stay for one year or less. After speaking with Jones, I understand he may be willing to stay on a couple more years. We do not feel there is a

reason or need to go to an outside firm to find someone statewide, or regional in a Deputy Director search.

Emmendorfer stated he feels that a committee put together of 911 Directors and Executive Board members can come up with candidates, do some interviews for the position and bring back possible candidates to the Executive Board for review or final decision. It is not specified in the Agreement that the position of the Deputy Director needs to be voted on by the Executive Board. However, this was done when Jones was hired in as Deputy Director and he feels it would be wise to bring any candidates back to the Executive Board for their final vote.

Bennett commented that as this search begins, he feels it's important that Jones be involved in the search as well. Since Jones will be the one working closely with them, they will be reporting directly to Jones, they need to be able to work well together.

No action taken on this at this time.

D. EMS Contracts

Attorney Chubb

Attorney Chubb stated that the issue being looked at is Municipalities contracting with EMS providers to provide exclusive jurisdiction within their Municipality. We now have several municipalities that have expressed interest and have moved forward with contracts with certain EMS providers.

Attorney Chubb stated that the Attorney Client privileged memorandum will need to be discussed in closed session, unless the Board waives that Attorney Client privilege, by a 2/3 vote.

Action Taken: Motion by Kautman-Jones, support by Schroeder to waive the Attorney Client privilege of the associated memorandum and proceed in open session.

Roll Call Vote:

Kautman-Jones	Aye
Spillane	Aye
Slezak	Aye
Miller	No
Thorsby	Aye
Price	Aye
Fortino	Aye
Eashoo	Aye
Bennett	Aye
Emmendorfer	Aye
Ketzler	Aye
Belill	Aye
Fenner	Aye
Vance	Aye
Schroeder	Aye
Karlichek	Aye
Jean-Buhrer	Aye
Glass	Aye
Corlew	Aye
Zettel	Aye

Stiff	Aye
Wilkerson	Aye
Ray	Aye
Davis	Aye

All Ayes, Motion Passes

Attorney Chubb stated that 911 is bound by the Michigan Zoning and Enabling Act and as a PSAP, providing direct dispatch. The relevant portions of the Zoning and Enabling Act says, "Our obligation is to dispatch appropriate available Public Safety Service Unit, located closest to the request for Public Safety service". There have been a lot of attorney memorandum's going back and forth between people in this group and beyond, and it's all about what appropriate means in this context. There's argument that appropriate means, the municipality contracted with that certain EMS provider, so that makes them appropriate. That underlies the legal argument for all of those that take the position that exclusive authority is allowable, and to be granted by a municipality.

For anyone that has not been with the Consortium a long time this is not the first time this has come up. We were previously in a position where STAT EMS, in 2014 contracted with a municipality and the Consortium voted to not recognize it and STAT sued us to force recognition. The courts were very clear in saying we do not have an application to recognize these contracts. They did go beyond and noted that equating public safety unit with a public safety service unit that is encompassed by a contract finds no support in case law and in fact would be dangerous indeed if a situation where the plaintiffs units were located further from an emergency than another appropriate unit.

I'm solely speaking of our legal obligation and our potential legal liability, not about potential benefit from these contracts. I have to advise as to what can be legally brought against the Consortium if we were to follow and acknowledge these contracts.

It would be very difficult if a specific municipality were to enter into an agreement and thereafter are in need of an ambulance, calling 911, dispatchers would see in the system the closest EMS rig on GPS, however instead they would locate the contracted rig further away with perhaps an extra 6 minute response time for example. A lot can happen in those extra 6 minutes, including a death. If a death occurs, I can see some attorneys would find that as alleged gross negligence and could bring claims against the Consortium. I cannot recommend those types of policies to move forward with. As I stated in the memo we can acknowledge these contract but only to the extent that we will still follow our obligations under the Zoning and Enabling Act of dispatching the closest most appropriate unit with the logical definition of appropriate meaning fire truck, police car or ambulance, as I believe that is what it's referencing.

The potential violation of the Enabling Act leading to an allegation of gross negligence the legal implications then fall outside the scope of immunity that we are provided under the Governmental Tort Liability Act and that is a very risky policy to adhere to. In these circumstances, if it is the will of the Board to acknowledge the potential liabilities and continue to move forward due to the perceived benefit to our communities we serve, then I would try to limit our liability. I have spoken with MedStar who has entered into some of these contracts, they have agreed to certain protections for the Consortium, which would be to add us to their insurance policy as well as to contractually indemnify us. Municipalities as governmental agencies can't do that, but Medstar as a private provider can, and have agreed to do that.

A member asked what about each municipality that enters into a contract, what is their liability going to be after they enter into the contract? Are we now the ones that would be sued?

Attorney Chubb stated that they would certainly need to contact their own legal Counsel about that. He has spoken to many of the municipality attorneys and I know there are some concerns but that would be a legal issue for the municipality in determining as they enter into the contract with the EMS Provider.

Bennet stated he has not seen one of the agreements, and asked if it is their idea to make it exclusive?

Attorney Chubb confirmed, yes, the idea is that it would provide the EMS company to have exclusive ability to provide service in that municipality. Subject to certain limitations, if there is a mass incident that would overwhelm their capacity, they could waive that obligation, but it gives them the exclusive authority which they can waive if needed.

Bennett stated as a municipality, representing Grand Blanc Township, I would have to see if my Board would still want to be part of the Consortium if we could have the potential of a liability that we're talking about. I would have to find out from our Board, and we would need to consult with our attorney on this, we have not had this discussion yet and I would need to research much more before I vote on this either way.

Emmendorfer noted that some of the result of this policy is pushed back on the dispatchers. They are already multitasking with several things going on at the same time, and now we tell them they have to send an ambulance that is farther away, and then they find out that person passed away due to that action. It's not good to have to put the dispatchers in that kind of situation, they have to take that decision home with them at the end of the day, that can be mentally devastating to some of our dispatchers.

Kautman-Jones stated our issue is the delays or having no ambulances available to her residents. We've been denied requests to have Brandon Twp or Groveland Twp to come into Atlas Twp to help transport patients at certain times. I can't speak to what the other Townships suffer from, but we don't have a good track record in Atlas Township for ambulances. It's not like parking on Center Road where there are four ambulances waiting on the next call, or Taco Bell on Holly Road. That is not our issue, our issue is just getting someone to come and take care of the people. The decisions that are being made on a call with two individuals in an auto accident and two people needing attention. It is not fair and those at the scene have to decide on who gets to go in the first ambulance and then wait for the second one, and hope the second one shows up soon and hope you made the right decision. This issue for our area has gone back to 2011, this isn't something new.

Emmendorfer stated it's the same in all four corners of the County. I agree with this question, why is it our Med Control will not allow ambulances to cross the County lines, when it's allowed in other Counties. I don't know why this is, or why they aren't working on changing this. Covid has certainly made things worse, there is no doubt about that.

Miller asked, to clarify, these contracts are between a municipality and EMS. If the contract is intended to have the ambulance where it is needed, they are promising the municipality they will have an ambulance nearby. 911's obligation is to follow the Enabling Act, in that case wouldn't that contracted ambulance be the closest one for them? And if there is a need for a second ambulance then what happens? I understand the need and I see the point from both sides, I just don't know how to resolve it.

Bennett stated that he's heard that we are dispatching EMS out for thousands of call for welfare checks, calls for dog fights, suspicious people walking down the street, these calls are not worthy of EMS, they should be police calls, at a minimum. If this is happening, this could also be contributing to the ambulance shortages. I understand the desire for the contracts especially for the municipalities in the outlying areas, but considering the exclusivity and who gets called, closest or not, the liability starts to become a big concern.

Emmendorfer commented, Twin Township EMS had to go through a very expensive and extensive process to become qualified to operate in Genesee County, that they never had to go through for Shiawassee, or Saginaw county. If you have a contract with an EMS company, and they don't have an available ambulance, 911 is going to send you the closest, most appropriate ambulance. If you get calls and restrict sending the calls to just one company, and not the closest unit, that's where we'd start to violate the 911 Act, and could face liability.

Sheriff Swanson stated, I've been part of this community for a while, and this is an issue, as an EMS provider, although we're not transporting units, our Sheriff medics feel the pain as Kautman-Jones is stating. I think there is a way to evolve the EMS system to include contracts, service agreements, closest ambulance, mass casualty, and the folks in this room are the experts, and they have the resources and knowledge to bring a solution. I think we need to meet on the middle ground to find out what works and answer that question of closest, most available, and just having an ambulance there. For us to just say, no, we're not doing it, would be inappropriate to our community. As Mr. Bennett said, Grand Blanc Township does not suffer an ambulance shortage like the east side of the County does. I would suggest an action committee with some of these providers in this room that can bring a resolution to help solve the 911 issue, keeps us out of liability and still serves the people of the community that need it.

Bellil stated, I've spoken to people in larger municipalities than us who have been doing this for many years and doing it successfully for many years. This isn't a new thing at all, so I don't understand why we don't go talk to people that are doing this and get their feedback to know what works. I agree with the Sheriff that we should put together a small group that can make some educated decisions based on information that they can get together and bring to this Board.

Emmendorfer responded, I understand, and I agree, what we are dealing with today is the Service contracts. No one has gone out and got this information as Sheriff Swanson and you are suggesting.

Emmendorfer stated, during a discussion of this issue with an ambulance company they stated that they have a lot of ambulances out every day, but several of the units

are only transporting patients, to/from dialysis, nursing homes, to/from the hospitals etc. Out of the 6 companies operating in Genesee County, why aren't we asking for a set number of available units or a certain percentage of their units to be available for 911 calls?

Emmendorfer noted that if a company puts more ambulances in a specific area due to a contract, they are going to get the calls and other companies are going to start shying away from that area. Which would start moving other ambulances to areas that are not covered by a contract, and that could increase the response times.

Fortino stated he I don't want to do anything that undermines the Consortium in its ability to dispatch in the appropriate way. Myself, my Fire Chief and Sam Stiff from the Village have met with two different groups on these contracts and we think there is an advantage to it. Our response time is a shade under 17 minutes, in the Village it's over 20 minutes on average. A contract that moves the ambulance closer to our corner of the county is advantageous to us.

The biggest problem with the response time for our area is that the ambulances are too far away, or they get called out and the backfill doesn't happen. Part of the contract is that the backfill happens when they get called out. How the Consortium deals with the closest most appropriate mandate and not have someone undermine that contract by parking closer than the contracted unit, is really the crux of the problem. I don't want the closest, most appropriate go away. If the contracting EMS company has the financial resources to keep that contract workable, some sort of wording to discourage that type of activity, then we could have the best of both worlds. Our hopes would be that the companies entering these contracts, are big enough financially to put enough units on the road to accomplish those contracts then the whole county is serviced better.

Emmendorfer stated he agrees with several others who have said we certainly need more information. The only thing being brought to us at this time are the contracts that MedStar has been initiating. We need to find out, if it's working in other areas, why is it working there and get those answers so we can get it to work here also.

Ray asked, as a Consortium do we have the ability to set up a committee to investigate this further?

Emmendorfer stated, yes, we can absolutely do this. We want to ensure we have input and participation if I do that.

Bennett stated he would encourage the providers to be a part of that committee.

Price asked, does that mean Forest Township will not be able to have our contract honored? I'm advocating for my residents and that we don't have to wait 30 minutes for an ambulance.

Action Taken: Motion by Pyles, support by Schroeder that 911 recognize the service contracts.

Attorney Chubb asked to clarify, if this would be recognizing the contracts as exclusive?

Action Taken: Motion Amended by Pyles, support by Schroeder, that 911 recognize the service agreements as exclusive, for now.

Fortino asked if recognizing the contract means the contracting agencies need to keep their AVL's on. Part of the problem is that in other parts of the County, they had their AVL off so only their own dispatch would know where they were. We don't want that if the contract is in effect, their AVL should be on so we know they're available to be dispatched.

Thorsby stated his concern is that people are negotiating contracts with a private company and holding 911 responsible for that. 911 is not a party to these contracts whatsoever.

Emmendorfer restated, Pyles motion is to recognize the agreements and make them exclusive. As far as I'm concerned, all of these agreements should go through the attorney, but we're still going to dispatch, closest most appropriate.

Bennett noted, if they have an exclusive, then we have to dispatch the contracted company.

Chubb stated there are several things that are going to happen. We're absolutely not going to umbrella agree to these contracts. We cannot make this change happen tomorrow in the Center nor in the CAD system, that alone is a very large IT project that will take quite some time to implement. This action today will set us on a pathway where I would then need to review contracts as they come in, discuss all liability aspects and ensure every protection is in place for the Consortium. The contracts would then be brought back to the Board, on a case by case basis for the Board to decide on.

Jones stated he has been tracking this problem since October of 2020, we've been running out of ambulances daily since last fall. We have to stack calls and decide on which calls to stack and then how to answer those calls we have stacked for priority 1, and priority 2 with a limited number of available units.

In order to make these changes, I need time to develop in house policy for staff to follow, time for my IT staff to develop and implement what is being asked for. This needs to be something that the dispatcher at the console can easily identify between a contracted unit, and not contracted unit before dispatching. If proper training and policy are not done, that creates another liability on us. This cannot happen overnight.

Member asked how long would it take to have everything done, what is the time frame Jones is asking for?

Jones responded, looking at adding this in the new CAD system would be easy, however in the current CAD system, that's an entire issue of its own, our CAD is so old and out of date, the company won't provide service for us anymore. This is not something that I can give a timeframe on without going to our IT first, and even then, it's not something we've ever done before. If we put our IT staff on this, our new CAD system would need to be put on hold, pushing the entire CAD implementation behind schedule.

Karlichek asked to clarify so he knows what to take back to his community and formulate a report. Based on their analysis done, if the vote taking place today, will be to enable 911 to dispatch ambulances with exclusivity, and if the municipality CBT wishes to do so, whether it's a private or a government procured operation, that 911 is going to send that contracted entity or the government procured entity regardless of

other providers in or around the area to that medical call. After my discussion and the analysis done by my City Attorneys on the Enabling law, and if the City were to take a different direction, given the opinion from the Consortium Attorney, that could potentially put my City under a legal risk, a significant legal risk that may not be covered. We're not against having a contract, government procured and ensuring response times with EMS resources, it the legal risk and liability and whether or not we're going to be covered.

Karlichek asked, Attorney Chubb regarding this vote on the floor, what exactly is 911 going to do subsequent to this vote?

Attorney Chubb responded; this is a motion for 911 to recognize exclusive jurisdictional EMS Service contracts for municipalities. The first thing we need to do is start looking at the contracts that have been passed and talk with the municipalities that are thinking about entering into additional agreements. Obviously, as someone mentioned they'll need to send the contract to our insurance company to see if they'll cover us then we'll start negotiating the contracts to ensure I can cover us as strongly as I can under our own insurance. Nothing happens that quickly, Jones' side is a hundred times more complicated when starting to work out the IT piece of it.

Brantley made a motion to table to Motion on the table.
Brantley recalled her motion.

Action Taken: Motion by Bennett to table to original motion.
No Support.

Action Taken: Amended Motion by Pyles, support by Schroeder to recognize service agreements, but continue to dispatch the closest most appropriate ambulance at this time.

Motion on the floor needs to be handled, before new motion.
Bennett asked what does it mean, exclusive but closest?

Chubb replied that the Consortium would recognize the contracts, but not change the operating procedure of dispatching the closest most appropriate. Meaning Pyles amended motion removes the exclusivity and is consistent with my memorandum. We can recognize the contracts in a manner that we would have to see exactly how that would work going forward, and if that has any substantial operation changes for the communities or for 911.

Miller noted she doesn't think we have all the answers to be deciding on this, and this could cause a lot of issues or liability for 911.

Roll Call Vote:

Kautman-Jones	Aye
Spillane	No
Slezak	Aye
Miller	No
Thorsby	No
Price	Aye
Fortino	Aye
Eashoo	Aye

Bennett	No
Emmendorfer	No
Ketzler	Aye
Pyles	Aye
Belill	No
Fenner	No
Vance	-
Schroeder	Aye
Karlichek	Abstain
Jean-Buhrer	Aye
Glass	Aye
Corlew	No
Zettel	-
Stiff	Aye
Wilkerson	Aye
Ray	No
Davis	No

12 Ayes, 10 No, Motion Passed

Chief Volz noted that the Fire Chiefs or reps on the EMS sub-committee will get with their representatives to provide the information they have gathered over the last 11 months to help provide background of what has been looked at so far.

Kautman-Jones asked what is 911 going to do now and who is going to be appointed to discuss this issue.

Emmendorfer stated, we recognize the service agreements and will dispatch the closest most appropriate until we can put together a problem-solving committee. We'll get information from the Fire Chief, EMS providers to compile all the information we've been discussing and come up with a solution.

Emmendorfer appointed Kautman-Jones as one member for the EMS Contract review committee.

9. OTHER BUSINESS

10. ATTORNEY REPORT

Attorney Chubb

11. PUBLIC COMMENTS

12. ADJOURNMENT

Meeting adjourned by Chairman Emmendorfer at 4:20 pm.

Action Taken: Motion by Schroeder, support by Bennett to adjourn the meeting.

All Ayes, Motion Passed

**Next Meeting:
General Membership Board Meeting
December 14, 2021 @ 2:00 pm**