

GENESEE COUNTY COMMUNICATIONS CONSORTIUM
Executive Board Meeting
Genesee County 9-1-1
February 8, 2022
2:00 pm

Location: Grand Blanc Township 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: Thomas Spillane, Clayton Township; Fred Thorsby, Flushing Township; Paul Fortino, Gaines Township; Scott Bennett, Grand Blanc Township; Mark Emmendorfer, Montrose Township; Vicki Corlew, Mt. Morris City; Sam Stiff, Gaines Village; Meredith Davis, Genesee County; Ellen Ellenburg, Genesee County; Yvonne Brantley, MSP; Richard Cronkright, GCSO; Karyn Miller, Flint Township arrived after initial roll call.

Members Absent: Clyde Edwards, Flint City

Others Present: Ryan Volz, Bruce Trevithick, Brian Flewelling, Joe Hyrman, Alex Boros, Steve Henson, Greg Fenner, Anthony Chubb, Dave Plumb, Tim Jones, Valerie Moore- recorder

4. APPROVAL OF AGENDA, MINUTES & ACCOUNTS **Chairman Emmendorfer**

- **Current Agenda – February 2022**
- **Executive Board Meeting Minutes –January 2022**
- **Accounts /Transaction List –January 2022**
- **Treasurers Report – January 2022**

Action Taken: Motion by Bennett, support by Brantley to approve the current Agenda, January 11, 2022 meeting minutes, January Accounts, transactions and Treasurers Report as presented.

Roll Call Vote:

Spillane	Aye
Thorsby	Aye
Fortino	Aye
Bennett	Aye

Emmendorfer Aye
Corlew Aye
Stiff Aye
Davis Aye
Ellenburg Aye
Brantley Aye
Cronkright Aye

All Ayes, Motion Passes

- **Invoices/Quotes – (3 Invoices)**

Presented invoice for Police Legal Sciences annual renewal in the amount of \$5,700. PLS provides monthly training to be completed by the dispatchers each year.

Action Taken: Motion by Thorsby, support by Bennett to approve the invoice for Police Legal Sciences annual renewal, in the amount of \$5,700.

Roll Call Vote:

Spillane Aye
Thorsby Aye
Fortino Aye
Bennett Aye
Emmendorfer Aye
Corlew Aye
Stiff Aye
Davis Aye
Ellenburg Aye
Brantley Aye
Cronkright Aye

All Ayes, Motion Passes

Presented two invoices for Michigan Municipal Risk Management Authority policy renewal. Policy renews for February 2022 to February 2023.

Action Taken: Motion by Thorsby, support by Bennett to approve the two invoices for the MMRMA policy renewal in the total amount of \$79,104.

Roll Call Vote:

Spillane Aye
Thorsby Aye
Fortino Aye
Bennett Aye
Emmendorfer Aye
Corlew Aye
Stiff Aye
Davis Aye
Ellenburg Aye
Brantley Aye
Cronkright Aye

All Ayes, Motion Passes

Presented a new invoice for Rave Mobile Safety, in the amount of \$12,500. This invoice covers the annual renewal for the Rave alert system. This is the second year of a three-year agreement.

Action Taken: Motion by Thorsby, support by Corlew to approve the payment of invoice for Rave Mobile Safety Alert System in the amount of \$12,500.

Roll Call Vote:

- Spillane Aye
- Thorsby Aye
- Fortino Aye
- Bennett Aye
- Emmendorfer Aye
- Corlew Aye
- Stiff Aye
- Davis Aye
- Ellenburg Aye
- Brantley Aye
- Cronkright Aye

All Ayes, Motion Passes

Presented a new invoice for Psychological Consultants, in the amount of \$5,125. This is for employee evaluations.

Action Taken: Motion by Bennett, support by Thorsby to approve the payment of the invoice for Psychological Consultants in the amount of \$5,125.

Roll Call Vote:

- Spillane Aye
- Thorsby Aye
- Fortino Aye
- Bennett Aye
- Emmendorfer Aye
- Corlew Aye
- Stiff Aye
- Davis Aye
- Ellenburg Aye
- Brantley Aye
- Cronkright Aye

All Ayes, Motion Passes

5. PUBLIC COMMENTS ON AGENDA ITEMS ONLY
None

6. OLD BUSINESS

A. Advisory Board Report

Chief Volz

Chief Flewelling covered the Advisory Board report. Flewelling noted the Tyler CAD project status was discussed at high level. Request was made by Deputy Director Plumb regarding response plans and mutual aid updates. Updates are needed from Fire Departments so they can be updated accordingly and entered into the new CAD system.

The EMS agreement issue was briefly discussed. Flewelling noted that the request for resolutions and agreements has been moved from February 1 to March 1, 2022. Clarification was provided on CO Alarm calls for Fire Departments and a reminder to all Fire Departments that they are responding for a rescue or to assist EMS.

B. Purchasing Policy

Jones

Jones noted the copy of the Purchasing policy is just an update for members, this copy now includes the Appendix A. The only change to the Purchasing Policy is the 'ACH Policy, Appendix A' that was approved on January 11, 2022.

7. NEW BUSINESS

A. Goyette Quote - Humidifier

Jones

Jones noted the humidifier in the center is necessary to run and helps to keep the computer equipment running optimally. The current unit is no longer working, and not able to be repaired so it will need to be replaced. The quote to replace the humidifier comes to \$12,529.

Action Taken: Motion by Bennett, support by Brantley to approve the proposal presented from Goyette in the amount of \$12,529 and will be applied to line item 2933.

Roll Call Vote:

- Spillane Aye
- Thorsby Aye
- Fortino Aye
- Bennett Aye
- Emmendorfer Aye
- Corlew Aye
- Stiff Aye
- Davis Aye
- Ellenburg Aye
- Brantley Aye
- Cronkright Aye

All Ayes, Motion Passes

Karyn Miller arrived.

B. Ann McClorey McLaughlin

Attorney Chubb

Closed Session

Attorney Chubb referenced the Attorney memorandum that was provided to the Board Members. Chubb noted, as a result of some questions and some disagreements that have come up on this topic by some Attorneys representing certain Consortium members

and himself on certain issues that I think are really important when we consider going to accept these EMT contracts, tentatively, the General Membership Board would be able to do next month. We thought it would be worthwhile to get an independent legal opinion on some of the greater issues regarding the EMT contracts and the liability that arise out of them.

The firm selected to provide this independent opinion is a very well-respected firm, they are one of the largest municipal Attorneys in the state.

Chubb stated we need to decide if we want to have the conversation in closed session, we need a motion to go into closed session, or if the Board chooses to have the conversation out in the open, with the public then you will choose to waive the attorney client privilege on this memorandum.

Action Taken: Motion by Thorsby, support by Bennett to waive the attorney client privilege of this Attorney memorandum presented.

Miller asked Attorney Chubb if his recommendation would be to go into closed session for discussion to keep confidentiality.

Chubb stated he thinks we should talk about in the open, the previous discussions on this topic have been done in the open.

Roll Call Vote:

Spillane	Aye
Miller	Aye
Thorsby	Aye
Fortino	Aye
Bennett	Aye
Emmendorfer	Aye
Corlew	Aye
Stiff	Aye
Davis	Aye
Ellenburg	Aye
Brantley	Aye
Cronkright	Aye

All Ayes, Motion Passes

Chubb stated that the issue he really wants to talk about within the memo is the issue of liability, and if it flows to our communities. This is a very important factor when the municipalities have to make a decision when they think there may be liability coming back on them if some catastrophic liability event fell upon the Consortium.

Chubb noted, consistent with my prior position, this firm did say that the way the Consortium is set up as a separate legal entity, does properly field our Consortium members from any liability. So if we did go bankrupt essentially, the Consortium members would not be responsible for any liabilities that were not paid in the unwinding of the Consortium.

The memo goes into confirming many of the other things we've talked about and are mostly on the same page about, which is what are our liabilities? Included in the memo is a solid agreement on the abilities of the communities to dictate by way of resolution or

ordinance that they could require in their municipality, preferential treatment being given to an EMS company.

If liability or potential claims were to come to the Consortium, it would likely be because of dispute of the issue 'what constitutes the closest most appropriate unit' under the 911 Act. The memo goes into what would happen if a claim were to arise and speaking generally about the Governmental Tort Act, this does provide immunity for our day to day functions and functions of our employees when they are working and performing their primary governmental function. Its' under that Act which we would generally be immune from liability for the actions that we do on a day to day basis. If there was an allegation that we could be held liable for, we would need to look at what was done and look at the indemnity provision from MedStar and any other EMS contractor that wants to be a sole provider to a municipality. There is a ten-million-dollar Insurance requirement, however the obligation of indemnity is not limited to that ten million dollars, it is an absolute obligation. If any additional liability extends beyond the policy, of ten million or twenty if they choose more, the provider (MedStar) is on the hook for any remainder and does not extend to us.

Second piece of this is that we have our own insurance policy that is another ten million, or fifty million, depending on a claim.

The memo did note that it appears the Consortium is well protected by the law, contractual indemnity agreements and by insurance coverages that would shield the Consortiums finances from all but a rare catastrophic loss. She does note beyond that, assuming the worst, a complete breakdown or unwinding of the Consortium, the obligations that did extend beyond that would never flow down to our members.

This memo gives us something else in the file and will help project us as we decide on the best route to move forward.

Thorsby asked, we've talked about the liability flowing out to the members, but what about the same in a reverse concept, do we have protection against anyone coming after us? Would we have any exposure if they get sued for illegal business practice, say from blocking a business from operating and doing what they get paid to do? Do we hold any liability for that?

Chubb stated, 'no, but', we wouldn't have any actual liability for the resolutions or ordinances that they may have passed directing 911 what to do, but we would likely be a necessary party to the lawsuit because the court is necessarily going to direct us in what to do. We would have potential liability only in the legal expenses incurred, and in that situation, the indemnity agreement with Medstar is written broadly enough that their obligation would extend to indemnity in that circumstance so the legal expenses would be covered by the EMS company.

Thorsby asked if MedStar is the only company that is soliciting agreements? Are there any other companies contacting townships, cities? Chubb stated he does not specifically know that, there may be others waiting to see what ends up happening before taking next steps.

Since we do have a model agreement from MedStar, if others do entertain contracts then we would require the same from them to have the same recommendations regarding whether we acknowledge the agreement or not.

Bennett stated asked if the contracts and indemnity agreements covers contractual liability, basically outside of the other standard liability? So if anyone gets sued and goes out of business, they can't pass on their liability to someone else?

Chubb stated that during negotiations the original indemnity did not provide this contractual liability indemnity, however after further discussion they did end up including contractual liability in the final indemnity agreement.

The second part of this is the Consortiums choosing to acknowledge the contract and deciding to pick, is a lot different than the member passing a resolution, or ordinance directing us, which is why we require that. This squares away the decision and directs us under the powers that they operate under, for when we are in their municipality. This directs any litigation if there would be any, under contractual level between the ambulance companies and the municipalities.

Bennett noted that he wanted to be sure that our resolution makes it clear to anyone accepting these agreements, they clearly know they are accepting the liability that goes with the agreements for those municipality. Chubb stated, yes, I certainly believe those making these agreements are aware and fully accept the liabilities.

Emmendorfer asked, if there was a catastrophic event, and it results in a settlement and the Consortium is named, would the Consortium be liable to pay a portion if it exceeds the ten-million-dollar policy they have? If they go bankrupt due to a settlement, none of that would come back on us?

Chubb stated that would depend, but generally no. If we are all named and agree jointly to be liable for a forty-million-dollar settlement, and one party walks away, then we could be liable in that case. Anything we do, we would make sure that was not the case, and that liability in a settlement would be based solely on the actions of different parties, and it was subject to our agreements.

Emmendorfer asked, if something catastrophic occurs and we did have some liability and the insurance was depleted to the point that the Consortium would have to pay and ends up bankrupt, wouldn't we as Members need to pay to cover the cost to refund or restart 911 again to keep it going?

Chubb noted, this would be a very extreme situation, and I just don't see that within the realm of possibility.

Emmendorfer restated from the memo,

The Consortium is rightly concerned about its liability were it to agree to recognize MedStar as the exclusive provider of emergency medical services within each public agency's boundaries, if "exclusive" meant "only". However, even the EMS Agreement acknowledges that Central Dispatch has the ultimate control over the manner in which it will handle and transmit responses to calls for service. The EMS Agreement contains a matrix of response levels and standardized response times (p. 3) established by the National Academy of Emergency Medical Dispatch. If a MedStar unit is not available to respond to a call within the acceptable response time under applicable standards, then Central Dispatch is free to dispatch a unit that is able to respond in a timelier fashion. If a MedStar unit is not the unit that is "located closest" to the call, but can still respond within an acceptable time, then Central Dispatch may dispatch the MedStar unit. Therefore, in honoring the EMS Agreement (and similar agreements with other Genesee County municipalities), the Consortium would not relinquish its ultimate control over how individual calls are handled.

Emmendorfer stated basically this says, if we have an exclusive agreement and we get a call, we're expecting the dispatcher to make that call, whether or not there's a MedStar ambulance out there, even if they may be further away and can't make it in within nine minutes? I think that's putting too much on our dispatchers.

Chubb responded that this brings up two issues. One being our dispatchers don't have that authority and there could be a thousand different factors that we don't know when we look at a screen and see an ambulance at specific location and if they could in fact arrive in eight minutes. It could never be our obligation, we have to dispatch to the EMS units with the contract, and it should be their obligation to report any of the thousand issues that would cause them to not be able to respond (flat tire, etc). They (EMS company/unit) would need to advise Dispatch to request/dispatch another unit or provider that is available.

This brings up the second issue, the obligations of the other providers to perform mutual aid. There are county wide standards that do reference the county wide obligation for everyone that is licensed to perform mutual aid across the county. However, that specifically says that there are no exclusive jurisdictions within the county. This is what fundamentally changes that, and if this changes those mutual aid obligations, we need to know about it. We can't allow anybody to be running in any of our municipalities without backup. This is one of the open issues that I don't believe we have an answer on right now. This is something that will be brought before the Consortium when they decide on how to move forward.

Further discussion on mutual aid requirements as they are now and how it could be affected by the potential boundaries being placed in the county as a result of contracts in certain areas. A main concern is that once boundaries are set by the contracts, other providers are no longer required by law to respond as backup.

Bennett commented that they hired an Attorney to write an opinion regarding this for our own Townships interest. This was not intended to counter this opinion in any way; it was in the process already.

Fortino asked, if an ambulance company refuse to provide mutual aid, period, could they still operate in Genesee County?

Trevithick stated, currently all EMS companies have established a geographic service area in the county, which means they are obligated to respond to a call when 911 dispatches them anywhere in Genesee County. Even for the areas with an exclusive contract if you usually send Medstar to that area and they're not available and you send another company, they have an obligation to respond to that call if they're available.

They can change their 'licensed' service area to exclude some areas, essentially cutting out that specific area and eliminating their obligation to respond to a call to that area.

Chubb noted that this is what is troubling in our community, some areas are further out there and my fear is that some of the companies will cut out some of the communities from their service area so they don't have an obligation to respond there. This is the choice the communities have to make, and I certainly hope that they are being well apprised of this as a possibility.

Fortino asked, if a municipality contracted with an MedStar, is it the obligation of the community or MedStar's obligation to secure a contract with another ambulance to do backup?

Trevithick said that State law requires the licensed agency to ensure a response, so it's the licensed agency. The law doesn't specifically refer to mutual aid, it only ensures a response from the licensed agency.

Discussion continued regarding how mutual aid, or back up will be ensured if EMS companies start to eliminate certain communities from their service areas as a result of contracts or exclusions. Question was raised is the CAD system would need to be set up with specific companies as mutual aid so the dispatchers know who should be responding. What we don't want to see is a scenario when an ambulance is available, but they can't be sent to a specific service area due to an exclusion.

Stiff stated the delay in response time to Gaines area is a real problem, we have to keep calling and still don't get an ambulance to show up. We shouldn't have to keep calling to find out if someone is responding.

Emmendorfer clarified, if there is no ambulance available to send, they can't send one and you would have to wait for one to be available. This isn't a lack of response by anyone, it's simply a lack of available ambulances to send, period.

Emmendorfer asked for Trevithick to confirm, if we have no ambulances open to respond to a call, we could then request mutual aid from a licensed agency outside of Genesee County. Trevithick confirmed, if we do not have a licensed ambulance available to respond to a call in our county, under mutual aid we can request another agency outside our county to respond.

Bennett noted, this not a Genesee County problem at all, this is a state-wide issue. Some of the Northern counties are much worse off than we are, there just are not enough staff and ambulances on the road to meet the needs.

Bottom line is there are just not enough people to fill the positions needed.

8. OTHER BUSINESS

None

9. DIRECTORS REPORT

Nothing additional to add.

Jones

10. COMMITTEE REPORTS

Emmendorfer stated the By-laws Committee had a meeting and Attorney Chubb is working on changes they discussed. They will meet again before they bring their changes back to the Board for approval.

11. ATTORNEY REPORT

Nothing additional to add.

Attorney Chubb

12. PUBLIC COMMENTS

None

13. ADJOURNMENT

Meeting adjourned by Chairman Emmendorfer at 2:56 pm.

Next Meeting:

Membership & Executive Board Meeting

March 8, 2022 @ 2:00 pm

DRAFT