



City of East Grand Rapids  
Regular City Commission Meeting  
Agenda

**March 7, 2016 – 6:00 p.m.**  
(EGR Community Center – 750 Lakeside Drive)

1. Call to Order and Pledge of Allegiance.
2. Public Comment by persons in attendance.
3. Report of Mayor and City Commissioners.

Regular Agenda Items

4. Zoning variance hearing on the request of Andrew & Sara Baudo, owners of 725 Croswell, to allow the construction of a new home with a front yard setback of 10' instead of the required 15' (action requested – 78 notices sent).
5. Zoning variance hearing on the request of Paul & Kerry Hegele of 2073 Hall to allow the construction of a front porch creating a front yard setback of 26.7' instead of the established setback of 28.5' and the construction of a new detached garage with a side setback of 0.8' instead of the required 3.0' (action requested – 47 notices sent).
6. Final Reading of an ordinance amendment to add Chapter 99A to Title IX of the City Code pertaining to preliminary emergency ground ambulance service (action requested – approval requested).
7. Final Reading of an ordinance amendment to add Section 9.703 to Chapter 99A of Title IX of the City Code pertaining to the primary ambulance service area (action requested – approval requested).

Consent Agenda – Approval Requested

8. Receipt of communications.
9. Minutes of the regular meeting held February 15, 2016 (approval requested).
10. Report of Finance Committee on disbursement of funds: payroll disbursements of \$422,547.37; county and school disbursements of \$369,843.97, and total remaining disbursements of \$689,265.26 (approval requested).
11. Resolution approving a contract with the Michigan Department of Transportation for the Breton and Lake Drive construction project and authorizing the Mayor and City Clerk to sign the contracts (approval requested).
12. Adoption of meeting date list for FY 2016-17 (approval requested).
13. Approval of a fireworks permit for 4<sup>th</sup> of July celebration (approval requested).
14. Approval of computer purchases for city operations (approval requested).

\* \* \*



## Memorandum

**TO:** Mayor and City Commissioners  
Zoning Board of Appeals

**FROM:** Tom Faasse, Zoning Administrator

**DATE:** February 23, 2016

**RE:** **Variance – 725 Croswell Avenue, SE  
Parcel B split from 2119 Lake Drive, SE, former Keystone Church  
Parcel Number 41-14-33-252-035**

**ACTION REQUESTED:** That the Commission continues the public hearing from the previous meeting and votes on the application of the owner 725 Croswell Avenue, SE, as amended at the hearing on February 15, 2016, for relief from the East Grand Rapids Zoning Ordinance as follows:

- **Section 5.28A, Table 5.28-2, for a distance of 8.2 feet from the front of the five-foot porch canopy to the front property line, which would be a setback of 9.2 feet, instead of 25 feet as required, a variance of 15.8 feet.**

**BACKGROUND:** The variance request which had been published for the February 15, 2016 meeting of the City Commission was as follows:

- *For a front yard setback of 10 feet instead of the standard requirement 25 feet in the MFR zone, a variance of 15 feet.*

Following public comment a motion to approve was made and supported. A subsequent motion to amend the request to the above language (8.2 feet from the front of the porch roof overhang to the front property line) was then made, supported, and passed. As this is a greater variance than had been published, adjournment was necessary to allow the required public notice to be given. Notices containing the revised language were placed on the city website, mailed to properties within 300 feet on February 18, 2016, and published in the Grand Rapids Press classifieds on February 21, 2016. A revised site plan drawing has been provided by the applicants' architect and has been added to the agenda packet information.

For additional background, please refer to the staff memorandum of February 3, 2016.

---

Brian Donovan, City Manager



## Memorandum

**TO:** Mayor and City Commissioners  
Zoning Board of Appeals

**FROM:** Tom Faasse, Zoning Administrator

**DATE:** February 3, 2016

**RE:** **Variance – 725 Croswell Avenue, SE  
Parcel B split from 2119 Lake Drive, SE, former Keystone Church  
Parcel Number 41-14-33-252-035**

**ACTION REQUESTED:** That the Commission conducts a public hearing and votes on the application of the owner 725 Croswell Avenue, SE, according to the amended application submitted, for relief from the East Grand Rapids Zoning Ordinance as follows:

- **Section 5.28A, Table 5.28-2, for a front yard setback on Croswell of 10 feet instead of 25 feet, a variance of 15 feet.**

**BACKGROUND:** This variance application was first filed concurrently with a land division application to split the former Keystone Church property at 2119 Lake Drive SE with the intention of constructing a single family home on each of the two newly-created lots. The land division was approved by the Commission on September 21, 2015, along with several necessary variances for the lots themselves, since each new lot, although consistent with the size of surrounding lots, was nonconforming with the dimensional requirements of its zoning district. However, at that time the Commission deferred action on the additional variance requests that related to the individual home construction plans until more detailed plans could be developed and submitted.

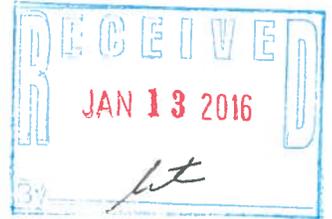
Since then the site has been cleared and Peterson Homes has sold the 725 Croswell Avenue lot (the former parking lot area) to the new owners, Andrew and Sara Baudo. They have planned a two-story home with a detached two-stall garage at the rear of the lot. Since this lot is zoned MFR Multi-Family Residential, the required front setback is simply 25 feet from the front property line, rather than the average front setback of the homes on properties within 200 feet, as would be the case were it in one of the single-family zoning districts. However, the applicant points out that the new duplex condominiums that are adjacent to the north are set back only 8.2 feet (variance granted), and the front setback of the remaining three homes to the north is approximately 22 feet or less. The applicant here is requesting a ten-foot front setback, instead of the required 25 feet, a variance of 15 feet.

In all other aspects, the proposal will be required to comply with the requirements of the zoning ordinance.

---

Brian Donovan, City Manager

**Request for Zoning Ordinance Variance**



Date: 1/13/16

*Note to Applicant: Please pay careful attention to answer the questions in this application as accurately and completely as possible. This will give you the best possibility of your application appearing on the earliest agenda for action and for approval by the Board of Zoning Appeals.*

*All requests for a zoning variance are subject to a public hearing. The applicant will be advised of the hearing date, time and location and is requested to present a verbal summary of the request to the Board of Zoning Appeals prior to the public hearing. In addition, the City Services Office shall publish notice of the public hearing in a newspaper of general circulation in the local unit of government, as well as, provide notice of the public hearing to all property owners within a 300 foot radius of the subject property not less than fifteen (15) days before the date the application will be considered for approval.*

**A non-refundable filing fee of \$250.00 must accompany your application.**

Applicant Name: J. Peter Bar Homes

Address: 725 Croswell

Property Address (if different than above):

Daytime Phone: 616-291-1816

Legal Description of Property\*\*: \_\_\_\_\_

\*\* (Use Attachments if Necessary)

Permanent Parcel (Tax) Number: \_\_\_\_\_

**Briefly State the Requested Variance (Citing the specific section(s) of the Zoning Ordinance from which you are seeking a variance)\*\*:**

Requesting a variance from Article 4 Section 5.28-2 for a front yard setback of 10' instead of the required

setback of 25', a variance of 15'.

**Please check all the items below which are applicable to your request for variance:**

- a. The situation which causes you to seek a variance does not result from any action of yours.
- b. A grant of the variance would do substantial justice to you as well as to other property owners and will not be of substantial detriment to neighboring properties.

(over)

c. The request for variance is based upon conditions and circumstances described on the attached sheet which are unique to your property and not generally applicable to others in your neighborhood.

d. Compliance with the Zoning Ordinance would unreasonably prevent you from using the property or would be unnecessarily burdensome.

**Narrative Statement:**

*Please attach a narrative statement setting forth:*

- a. What you wish to do with the property.
- b. Why you need the variance.
- c. The specific decision you seek
- d. The reason your project cannot be accomplished within the requirements of the zoning ordinance.

**Site Plan:**

Two (2) copies of a detailed, *scaled* site plan and elevation drawing showing the nature of the variance request, including, but not limited to: property boundaries, existing and proposed structures, the distance from the property lines of each existing building or structure and of each proposed building or structure, height of all proposed structures, and show and label abutting street(s). *Additional information may be required by the Zoning Administrator.*

*The Board of Zoning Appeals may attach conditions to the granting of a variance.*

*Please be advised that substantial steps toward effecting the variance must be taken within twelve (12) months of approval of a variance, or the variance will become null and void per section 5.171-2 of the City Code.*

  
\_\_\_\_\_  
Signature of Applicant

*Joel Petersen*  
\_\_\_\_\_  
Print Name

*Sara Baudo*  
\_\_\_\_\_  
Signature of Property Owner  
(If Different from Applicant)

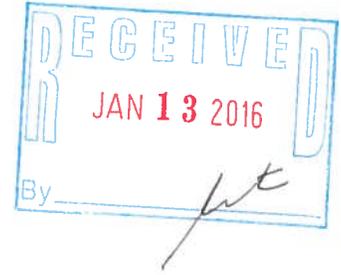
*Sara Baudo*  
\_\_\_\_\_  
Print Name



City of East Grand Rapids  
City Services  
750 Lakeside Dr. SE, East Grand Rapids, MI 49506  
Phone 616.940.4817 FAX 616.831-6121



joelpetersonhomes.com 616.940.9288

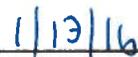


January 13, 2016  
Variance request for 725 Croswell  
Narrative Statement

J. Peterson Homes is going to be building a new home for Andrew and Sara Baudo at 725 Croswell. The plans for the new home are attached. The lot is located to the immediate south of the two recently built duplexes on Croswell in the residential multi family zone. The site plan for the two duplexes was approved by the City with front yard setbacks of less than 9'. We are requesting a variance from Article 4, Section 5.28-2 in order have a front yard setback of 10' instead of the required 25', a variance of 15'.

The conditions which cause our request for a variance were due to no action of ours. Granting this variance would do substantial justice to the owners as it would create continuity of front yards and front of the homes on the south end of Croswell. The front yard setbacks of the neighboring properties are unique to this property. We request that the City Commission grant this variance request.

  
\_\_\_\_\_  
Joel Peterson  
J. Peterson Homes

  
Date



**VISBEEN**

ARCHITECTS  
4139 EMBASSY DRIVE SE  
GRAND RAPIDS, MICHIGAN 49546  
p. 616-285-9901  
www.visbeen.com  
© VISBEEN ARCHITECTS, INC.

PROJECT No.:  
**15.2.23**

STAFF CREDITS:  
DRAWN: **Matt Gerard**  
PROJECT MANAGEMENT: **Paul Fikse**

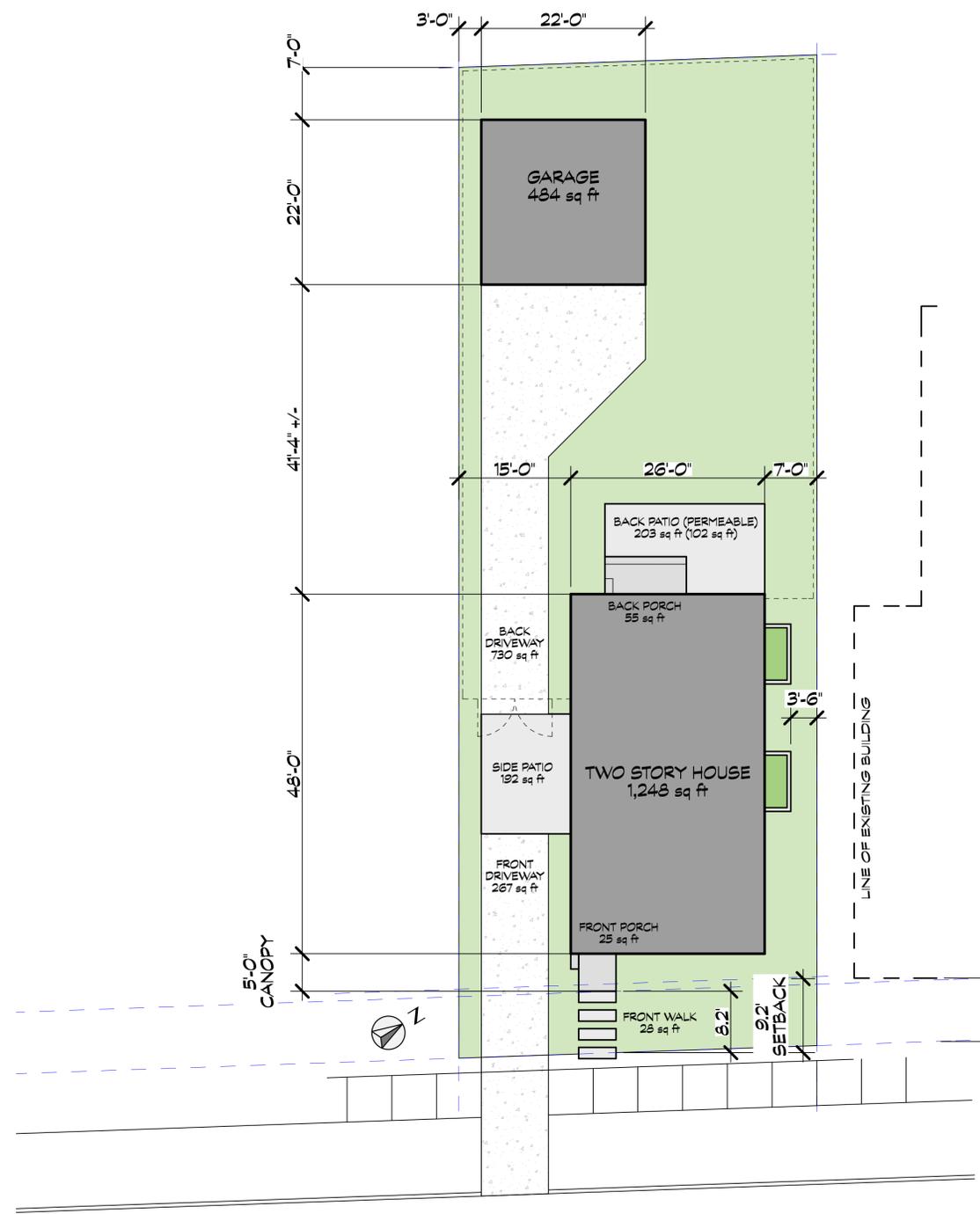
PROJECT:  
**Sara &  
Andrew  
BAUDO  
Residence**  
EAST GRAND RAPIDS  
MI

SHEET TITLE:  
**SITE PLAN**  
PRELIMINARY  
NOT FOR  
CONSTRUCTION

DATE:  
**2/17/16**

ISSUE DESCRIPTION:  
-

SHEET NO.:  
**AO.1**



ZONED MFR  
LOT SF = 6,344 SQ FT

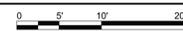
NON-CONFORMING LOT ALLOWABLES:  
BUILDING 6,344 x 35% = 2,220 SQ SF  
BUILDING + PAVEMENT 6,344 x 50% = 3,172 SQ SF

PROPOSED:  
BUILDING HOUSE 1,248 SQ FT  
F. PORCH 25 SQ FT  
B. PORCH 55 SQ FT  
GARAGE 484 SQ FT  
1,812 SQ FT TOTAL - 29%

BLD + PAVE BLD AREA 1,812 SQ FT  
F. DRIVE 267 SQ FT  
B. DRIVE 730 SQ FT  
F. WALK 28 SQ FT  
S. PATIO 192 SQ FT  
B. PATIO 102 SQ FT  
3,131 SQ FT TOTAL - 49%

725 CROSWELL AVENUE

1 SITE PLAN  
AO.1 SCALE: 1" = 10'





↑ SOUTH  
A0.2



**VISBEEN**  
ARCHITECTS  
4191 LIBRARY DRIVE SE  
GRAND RAPIDS, MI 49508  
616.243.9921  
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PROJECT NO.  
**15.2.23**

ARCHITECT  
DRAWN  
**Matt Gerard**  
PROJECT MANAGER  
**Paul Fiske**

CLIENT  
**Sara &  
Andrew  
BAUDO  
Residence**

LOCATION  
**EAST GRAND RAPIDS  
MI**

SHEET TITLE  
**EXTERIOR  
MODEL  
VIEW -  
SOUTH**

DATE  
**12/17/15**

SCALE DESCRIPTION  
**SCHEMATIC  
DESIGN**

SHEET NO.  
**A0.2**



↑ EAST  
A0.3



**VISBEEN**  
ARCHITECTS  
419 EMBASSY DRIVE SE  
GRAND RAPIDS, MI 49503-1836  
P 616.785.0922  
WWW.VISBEEN.COM

PROJECT NO.  
**15.2.23**

TEAM CREDIT  
DESIGN  
**Matt Gerard**  
PROJECT MANAGEMENT  
**Paul Fiske**

PROJECT  
**Sara &  
Andrew  
BAUDO  
Residence**

EAST GRAND RAPIDS  
MI

SHEET TITLE  
**EXTERIOR  
MODEL  
VIEW -  
EAST**

DATE  
**12/17/15**

ISSUE DESCRIPTION  
**SCHEMATIC  
DESIGN**

SHEET NO.  
**A0.3**



① NORTH



**VISBEEN**  
 ARCHITECTS  
 410 EMBASSY DRIVE SE  
 GRAND RAPIDS, MI 49508-1508  
 P. 616.243.4951  
 WWW.VISBEEN.COM

PROJECT No.  
**15.2.23**

PRINCIPAL DESIGNER  
 Matt Gerard  
 PROJECT MANAGER  
 Paul Fiske

PROJECT  
 Sara &  
 Andrew  
**BAUDO**  
 Residence

EAST GRAND RAPIDS  
 MI

SHEET TITLE  
**EXTERIOR  
 MODEL  
 VIEW -  
 NORTH**

DATE  
**12/17/15**

ISSUE DESCRIPTION  
**SCHEMATIC  
 DESIGN**

SHEET NO.  
**A0.4**



**VISBEEN**  
 ARCHITECTS  
 419 MEMORIAL DRIVE SE  
 GRAND RAPIDS, MI 49503-1516  
 P. 616.225.0922  
 www.visbeen.com

PROJECT NO.  
**15.2.23**

TEAM CHIEF  
 DESIGN  
**Matt Genard**  
 PROJECT MANAGER  
**Paul Fiske**

PROJECT  
**Sara &  
 Andrew  
 BAUDO  
 Residence**

EAST GRAND RAPIDS  
 MI

SHEET TITLE  
**EXTERIOR  
 MODEL  
 VIEW -  
 WEST**

DATE  
**12/17/15**

AREA DESCRIPTION  
**SCHEMATIC  
 DESIGN**

SHEET NO.  
**A0.5**

1 WEST  
 A0.5



# City of East Grand Rapids, Michigan

## CITY OF EAST GRAND RAPIDS NOTICE OF PUBLIC HEARING

A public hearing will be continued at the date, time, and location listed below on the application of J. Peterson Homes on behalf of the owners of 725 Crowell Avenue, SE, for a zoning variance at that address in order to construct a single family home. The applicants had requested a front yard setback of 10 feet instead of the standard requirement 25 feet in the MFR zone, a variance of 15 feet. At the regular meeting on February 15, 2016, the variance statement was amended to: "A distance of 8.2 feet from the front of the five-foot porch canopy to the front property line," which would be a setback of 9.2 feet. This would place the main house façade 13.2 feet back of the front property line. This action requires publication of a new notice of hearing for the next meeting of the Commission. This is a request for relief from the front setback requirements that are listed in Section 5.28A, Table 5.28-2 of the East Grand Rapids Zoning Ordinance.

The application and revised plans may be viewed in the Public Works Administration office at the Community Center, or by linking from this notice at [www.eastgr.org/notices](http://www.eastgr.org/notices).

The City Commission would welcome your views in this matter. You may express your views at the scheduled meeting or by writing to the Mayor and City Commission at 750 Lakeside Drive, SE, East Grand Rapids Michigan, 49506, or by email to the City Clerk at [kbrower@eastgr.org](mailto:kbrower@eastgr.org). To be included in the hearing, written communications must contain the sender's name and address.

If you have any questions regarding this application, please contact the undersigned at (616)940-4817, or [tfaasse@eastgr.org](mailto:tfaasse@eastgr.org).

DATE: Monday, March 7, 2016

TIME: 6:00 p.m.

PLACE: East Grand Rapids Community Center Commission Chambers  
750 Lakeside Drive, SE  
East Grand Rapids, MI 49506

Thomas A. Faasse  
Zoning Administrator

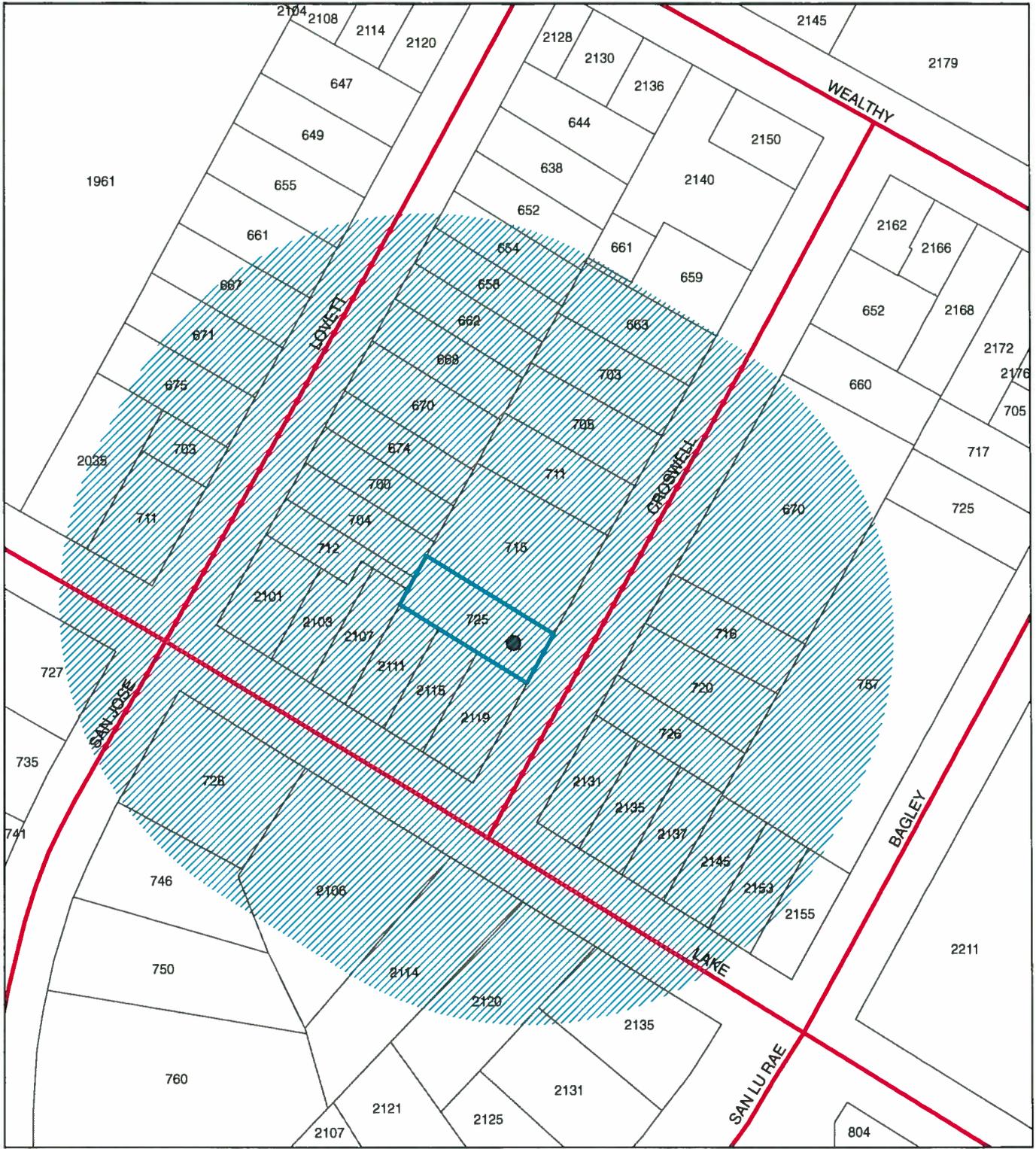
*122 sent*  
*ht*

**PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION**

750 Lakeside Drive, SE • East Grand Rapids, Michigan 49506  
Telephone (616) 940-4817 Fax (616) 831-6121 [www.eastgr.org](http://www.eastgr.org)

Partners with





Variance  
 725 Croswell Avenue, S. E.  
 EastGrand Rapids, MI





CITY OF  
EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

THOMAS A. FAASSE  
ZONING ADMINISTRATOR

## Memorandum

**TO:** Honorable Mayor and City Commissioners  
Board of Zoning Appeals

**FROM:** Tom Faasse, Zoning Administrator

**DATE:** February 24, 2016

**RE: Request for Variance – 2073 Hall Street, SE  
Zoned – R-2 Single Family Residential**

### ACTION REQUESTED:

That the Commission conducts a public hearing and votes on the application of the owners of 2073 Hall Street, SE, for two zoning variances at that address, according to the plans presented, for relief from the following zoning ordinance:

- **Section 5.70A7, to allow an east side detached garage setback of 0.8 feet instead of 3.0 feet, a variance of 2.2 feet, and**
- **Section 5.28B, to allow a front setback of 26.7 feet instead of the established front yard setback average of 28.5 feet, a variance of 1.8 feet.**

### BACKGROUND:

This property is situated in the R-2 zone, on the north side of Hall Street, the third house east of San Jose Drive. Builder Jeff Stoltz has applied on behalf of Paul and Kerry Hegele, the owners of 2073 Hall Street, SE, for two zoning variances at that address. They plan a major remodel of the house, including a two-story addition to the rear and alteration of the roof line. Decorative dormers would be added to the front roof slope. They would also like to add a covered front porch, 5.5 feet deep. This would affect the front setback. Presently the house is 32.2 feet back of the front property line, so the proposed setback is 26.7 feet. The required front setback in this case is the average of the front setbacks on the same side of the street within 200 feet in the same block. In this case, that is the average of the two immediately neighboring houses, 28.5 feet. This is permissible according to the ordinance, because a 117-foot setback on one of the other nearby houses seriously skews the broader average setback calculation to over 48 feet. Therefore the variance request is for a front setback of 26.7 feet instead of the established front setback average of 28.5 feet, a variance of 1.8 feet.

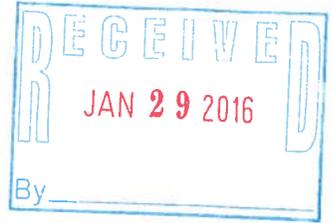
The result, if approved, would be that the setbacks of the three houses involved would be 27 feet, 26.7 feet, and 30 feet, from west to east. The main façade of the house would remain the same distance from the front property line.

The other requested variance involves the demolition of the existing 12- by-20-foot detached garage and replacing it with a 24-foot-wide by 26-foot-deep detached garage in a new location farther back on the lot. However, they are requesting that the east side setback for the new garage be the same as the existing garage's side setback, 0.8 feet, instead of the required 3.0 feet, a variance of 2.2 feet. The reason given is that this "will maximize the amount of usable green space in the back of the home." The lot is narrow, with a width of 53 feet.

The footprint size of the proposed garage, 624 square feet, is within zoning limits. A garage of up to 864 square feet may be constructed on a lot with an area of 6,980 square feet and no attached garage, but the garage is otherwise limited to approximately 795 square feet because accessory buildings may not comprise more than 25 percent of the rear yard. This proposed garage would occupy approximately 19.6 percent of the rear yard that will remain following remodeling of the house. Lot coverage by buildings and other impervious surfaces, as proposed, will be 2,689 square feet, 38 percent, where coverage of up to 50 percent or 3,240 square feet would be permissible.

---

Brian Donovan, City Manager



**Request for Zoning Ordinance Variance**

Date: 1/29/16

*Note to Applicant: Please pay careful attention to answer the questions in this application as accurately and completely as possible. This will give you the best possibility of your application appearing on the earliest agenda for action and for approval by the Board of Zoning Appeals.*

*All requests for a zoning variance are subject to a public hearing. The applicant will be advised of the hearing date, time and location and is requested to present a verbal summary of the request to the Board of Zoning Appeals prior to the public hearing. In addition, the City Services Office shall publish notice of the public hearing in a newspaper of general circulation in the local unit of government, as well as, provide notice of the public hearing to all property owners within a 300 foot radius of the subject property not less than fifteen (15) days before the date the application will be considered for approval.*

**A non-refundable filing fee of \$250.00 must accompany your application.**

Applicant Name: Jeff Stoltz - For Paul & Kerry Hegele  
Address: 1118 Orchard Ave SE, EGR, MI 49506

Property Address (if different than above):  
2073 Hall St SE, EGR, MI 49506

Daytime Phone: 616-607-4597

Legal Description of Property\*\*: \_\_\_\_\_  
\_\_\_\_\_

\*\* (Use Attachments if Necessary)

Permanent Parcel (Tax) Number: 41-14-33-459-015

**Briefly State the Requested Variance (Citing the specific section(s) of the Zoning Ordinance from which you are seeking a variance)\*\*:**

We are asking for a 2'-2 3/8" variance for the side setback on a detached garage & a 1'-6" variance for the front of the house to

fit the new front porch.

**Please check all the items below which are applicable to your request for variance:**

- a. The situation which causes you to seek a variance does not result from any action of yours.
- b. A grant of the variance would do substantial justice to you as well as to other property owners and will not be of substantial detriment to neighboring properties.

\_\_\_ c. The request for variance is based upon conditions and circumstances described on the attached sheet which are unique to your property and not generally applicable to others in your neighborhood.

\_\_\_ d. Compliance with the Zoning Ordinance would unreasonably prevent you from using the property or would be unnecessarily burdensome.

**Narrative Statement:**

*Please attach a narrative statement setting forth:*

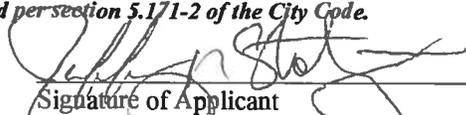
- a. What you wish to do with the property.
- b. Why you need the variance.
- c. The specific decision you seek
- d. The reason your project cannot be accomplished within the requirements of the zoning ordinance.

**Site Plan:**

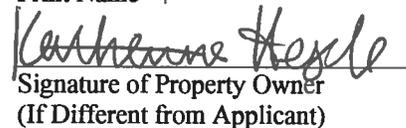
Two (2) copies of a detailed, *scaled* site plan and elevation drawing showing the nature of the variance request, including, but not limited to: property boundaries, existing and proposed structures, the distance from the property lines of each existing building or structure and of each proposed building or structure, height of all proposed structures, and show and label abutting street(s). *Additional information may be required by the Zoning Administrator.*

***The Board of Zoning Appeals may attach conditions to the granting of a variance.***

***Please be advised that substantial steps toward effecting the variance must be taken within twelve (12) months of approval of a variance, or the variance will become null and void per section 5.171-2 of the City Code.***

  
\_\_\_\_\_  
Signature of Applicant

Jeffrey A Stoltz  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of Property Owner  
(If Different from Applicant)

Katherine Hegele  
\_\_\_\_\_  
Print Name



City of East Grand Rapids  
City Services  
750 Lakeside Dr. SE, East Grand Rapids, MI 49506  
Phone 616.940.4817 FAX 616.831-6121

February 10, 2016  
Variance Request for 2073 Hall St.  
Narrative Statement

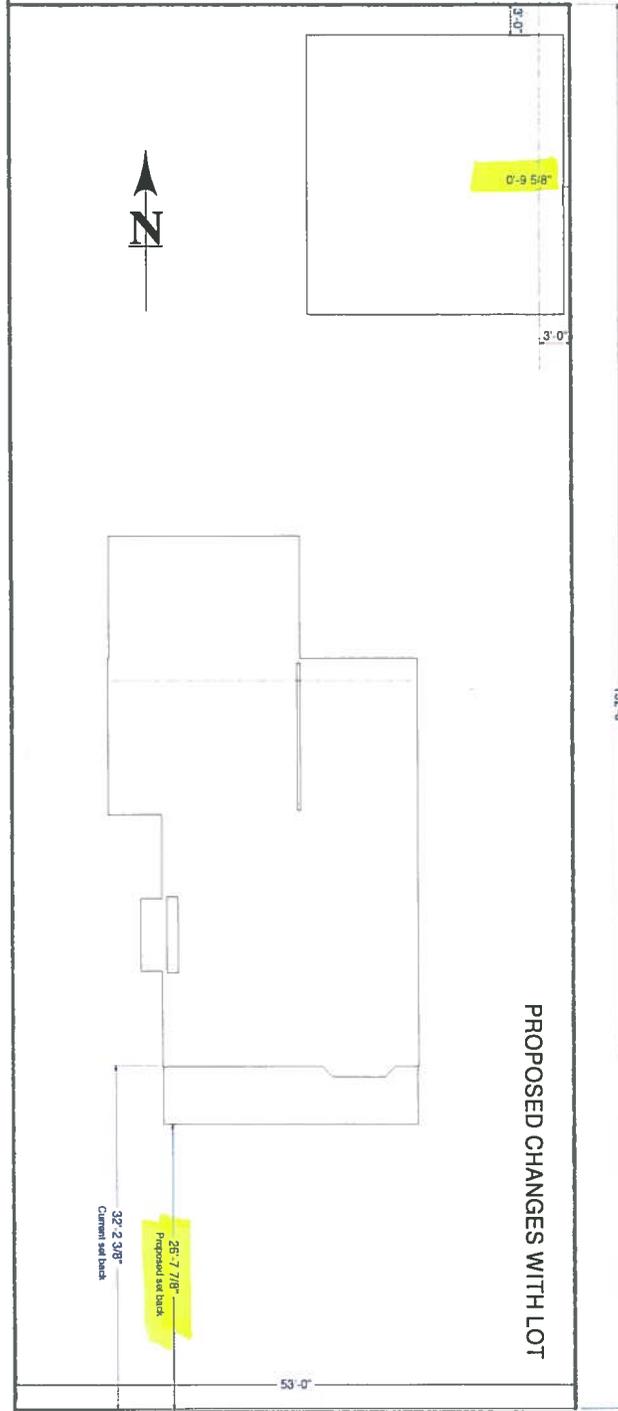
EMRY Custom Homes, LLC is seeking, on behalf of Paul and Kerry Hegele, relief from ordinance Section 5.28 B1 for a front set back of 26.7' instead of the required average front set back of 28.5', a variance of 1.8'. We are also seeking relief from ordinance Section 5.70A7 for an east side detached garage set back of 0.8' instead of the required 3.0' set back, a variance of 2.2 feet.

Our plan for the front elevation of the home is to add a new front porch. This will not only give the home at 2073 Hall St much more curb appeal but the entire street as well. If we were to stay within the ordinance the porch would become unusable at only 3'-10" deep due to the fact there is a bay window that will be left in place. We would like to make this upgrade functional as well as something to be looked at.

Our plan for the garage is to remove the existing 1 car stall and replace it with a more appealing two stall garage. The current garage sits 9.625" (0.8 feet) off the property line to the west and we are asking for permission to build the new garage on that same line of 9.625" to the west. This will maximize the amount of usable green space in the back of the home. The Hegeles have already spoken to their neighbors and they agree this would be best for all parties.

In the end we are asking you to grant us these variances of 1.8' for the front porch and 2.2' for the placement of the garage. Thank you for your consideration.

Jeff Stoltz  
Owner/Builder  
EMRY Custom Homes, LLC



PROPOSED CHANGES WITH LOT



ANNON BRENT S & KARIN J.H.  
1145  
SAN JOSE DR SE

MITCHELL RYAN C & ELIZABETH J  
1146  
SAN JOSE DR SE

DEKORVER MAURICE M JR & KARIN  
2072  
CORONADO DR SE

BALLEMA MATTHEW P & REBECCA L  
2102  
CORONADO DR SE

BRANT ADAM  
2122  
CORONADO DR SE

CHRISTOFFERSEN REVOCABLE TRUST  
1155  
SAN JOSE DR SE

KEYE RICHARD D  
1150  
SAN JOSE DR SE

BIGELOW MARIETTA T LIVING TRUST  
2049  
HALL ST SE

SAVARA IRENE  
1154  
SAN JOSE DR SE

MAY PAUL D LIVING TRUST  
2065  
HALL ST SE

HEGELE PAUL J. & KATHERINE  
2073  
HALL ST SE

GARDNEER JASON & CARA  
2103  
HALL ST SE

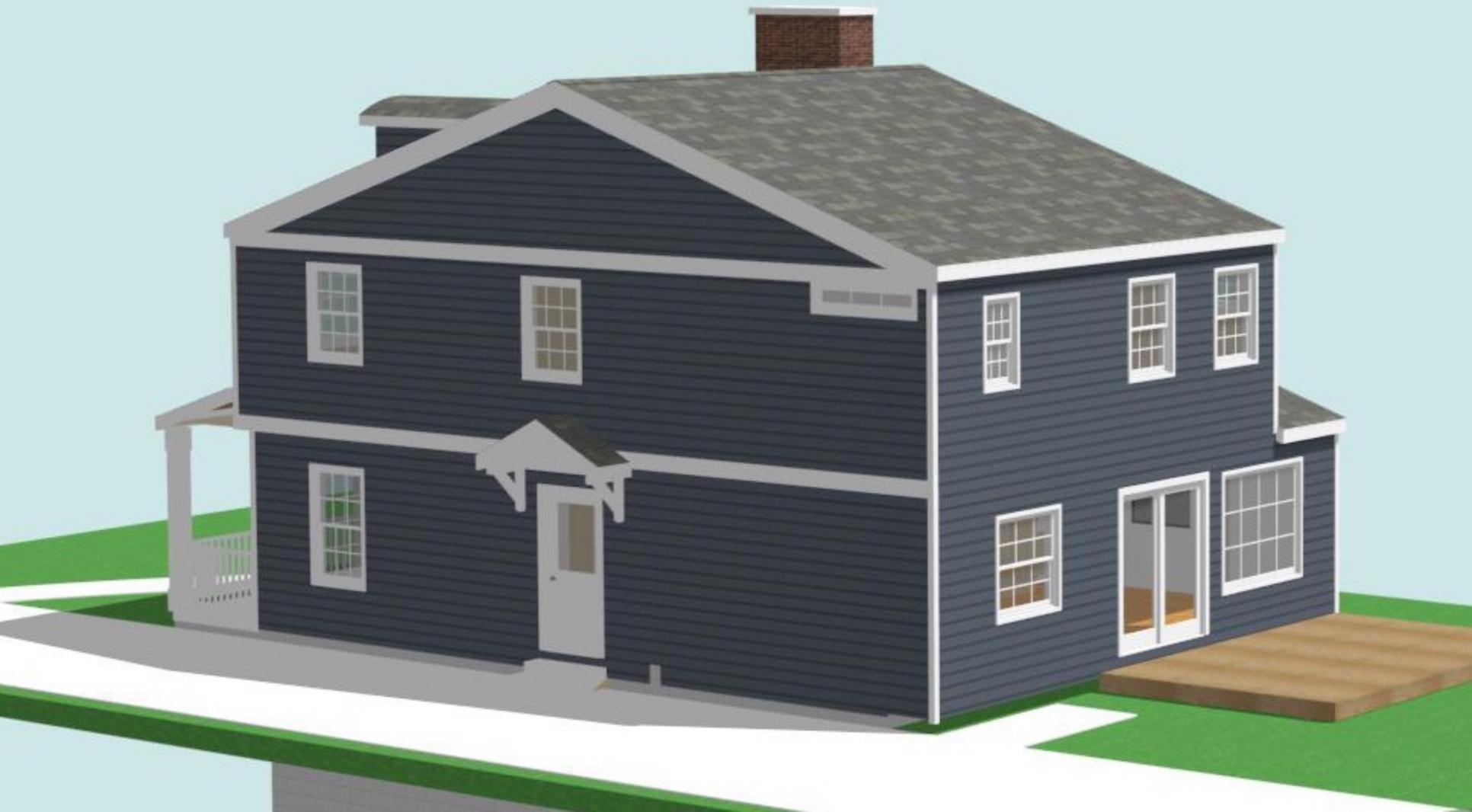
HEYNIG DOUGLAS M & SUSAN BOYLE  
2109  
HALL ST SE

PEEPLES DANIEL C & ALEXIS E  
2117  
HALL ST SE













# City of East Grand Rapids, Michigan

## CITY OF EAST GRAND RAPIDS NOTICE OF PUBLIC HEARING

A public hearing will be held on the application of builder Jeff Stoltz on behalf of Paul and Kerry Hegele, the owners of 2073 Hall Street, SE, for two zoning variances at that address. The applicants propose to demolish and replace the existing detached garage, and to add a covered front porch as part of a larger remodeling project. The requests are for relief from the following zoning ordinances: Section 5.70A7, to allow an east side detached garage setback of 0.8 feet instead of 3.0 feet, a variance of 2.2 feet, and also from Section 5.28B1, to allow a front setback of 26.7 feet instead of the established front yard setback average of 28.5 feet, a variance of 1.8 feet. Both requests are for relief from sections of the East Grand Rapids Zoning Ordinance.

The application and plans may be viewed in the Public Works Administration office at the Community Center, or by linking from this notice at [www.eastgr.org/notices](http://www.eastgr.org/notices).

The City Commission welcomes your views in this matter. You may express your views at the scheduled meeting or by writing to the Mayor and City Commission at 750 Lakeside Drive, SE, East Grand Rapids, Michigan 49506 or by email to the City Clerk at [kbrower@eastgr.org](mailto:kbrower@eastgr.org). To be included in the hearing, written communications must contain the sender's name and address.

If you have any questions regarding this request, please contact the undersigned at 940-4817, or [tfaasse@eastgr.org](mailto:tfaasse@eastgr.org).

DATE: Monday, March 7, 2016  
TIME: 6:00 p.m.  
PLACE: East Grand Rapids Community Center Commission  
Chambers  
750 Lakeside Drive, SE,  
East Grand Rapids, Michigan 49506

Thomas A. Faasse  
Zoning Administrator

47 Sent

### PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

750 Lakeside Drive, SE • East Grand Rapids, Michigan 49506  
Telephone (616) 940-4817 Fax (616) 831-6121 [www.eastgr.org](http://www.eastgr.org)

Partners with







# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

BRIAN DONOVAN  
CITY MANAGER

## MEMORANDUM

TO: Mayor and City Commissioners  
FROM: Brian Donovan, City Manager  
DATE: February 29, 2016  
  
RE: EMS Consortium Contract

Action Requested: That the City Commission adopt two ordinances in order to implement the “Agreement For The Designation Of Primary Emergency Ground Ambulance Service Areas Among EMS Providers.”

Background: In November 2013, The East Grand Rapids City Commission approved a resolution joining the cities of Kentwood, Grandville, Wyoming, Rockford, Grand Rapids and Plainfield Charter Township in establishing the EMS (Emergency Medical Services) Consortium. The purpose of the consortium is to provide coordination, accountability and improvement of emergency ambulance services. The consortium has partnered with the medical control authority (KEMS) for medical expertise to analyze ambulance provider data and continue to improve patient outcomes.

In Kent County, there are three medical service providers; Rockford Ambulance, AMR and Life EMS Ambulance. The City of East Grand Rapids is in the AMR service area. The Public Safety personnel are the medical first responders and work closely with AMR ambulance personnel. Chief Herald believes that AMR provides the highest level of medical services to the citizens of East Grand Rapids.

Recommendation: The consortium is recommending that the partnering communities adopt the standard agreement (attached) that has been negotiated and agreed upon by the member communities and ambulance providers. There are two ordinances that need to be adopted in order to implement the agreement. The benefits of the agreement are:

- The agreement does not change how existing ambulance services are provided and formally assigns the existing operating area to the current ambulance providers.
- The agreement establishes mutually agreed-upon data and reporting standards that are designed to improve patient medical outcomes.
- The agreement will help guarantee that our communities will have ambulance services now and in the future by assigning areas that promote a sustainable business environment for long-term investment by ambulance providers.

Chief Herald and I recommend that the two ordinances be adopted by the City Commission and the EMS agreement be implemented. The Finance Committee has reviewed this item and found it in order.

BD/kb/9108  
Attachments

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF EAST GRAND RAPIDS BY  
ADDING A NEW CHAPTER 99A TO TITLE IX OF SAID CODE**

**THE CITY OF EAST GRAND RAPIDS ORDAINS:**

**Section 1.** A new Chapter 99A entitled "Ambulance Service" is hereby added to Title IX of the Code of the City of East Grand Rapids to read as follows:

**Chapter 99A  
Ambulance Service**

**An Ordinance to adopt an Agreement for the designation of preliminary emergency ground ambulance service areas among EMS providers.**

**Section 9.701 Findings.** The City Commission of the City of East Grand Rapids finds the following:

(a) There is a need to ensure that residents in the Grand Rapids metropolitan area that are the recipients of emergency medical services receive enhanced care in an efficient manner.

(b) Part 209 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, authorizes local governmental units to do the following:

(i) Contract for ambulance pre-hospital life support services;

(ii) Regulate ambulance pre-hospital life support operations providing the standards are not in conflict or less stringent than those provided in the Public Health Code; and

(iii) Defray costs through the collection of fees for services or by the creation and levy of special assessments.

(c) A number of local governments comprised of the cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township, ("Participating Municipalities") and American Medical Response, Life EMS, and Rockford Ambulance (collectively, the "EMS Providers") have developed an agreement to define emergency ground ambulance service areas for each EMS Provider and establish standards for such services.

**Section 9.702 Adoption of Agreement.** The City hereby approves and adopts the agreement for allocation of primary emergency ground ambulance service areas among EMS Providers dated January 14, 2016, between the Participating Municipalities and the EMS Providers pursuant to the provisions of the Municipal Partnership Act, Act No. 258 of Public Acts of 2011, as amended, and the Michigan Public Health Code, Act No. 368 of Public Acts of 1978, as amended.

**Section 2.** This Ordinance shall be effective on March 18, 2016.

**Section 3.** This Ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids.

**AN ORDINANCE TO AMEND CHAPTER 99A OF TITLE IX  
OF THE CODE OF THE CITY OF EAST GRAND RAPIDS BY ADDING NEW  
SECTION 9.703 TO SAID CHAPTER**

**THE CITY OF EAST GRAND RAPIDS ORDAINS:**

**Section 1.** Chapter 99A of Title IX of the Code of the City of East Grand Rapids is amended by adding a new Sections 9.703 to said Chapter to read in its entirety as follows:

**Section 9.703 Primary Ambulance Service Area**

**A. Findings.** The City Commission of the City of East Grand Rapids finds the following:

(1) There is a need to ensure that residents and recipients of emergency medical services receive enhanced care in an efficient manner.

(2) The City of East Grand Rapids along with other municipalities in Kent County (“Participating Municipalities”) have joined together pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended, and Part 209 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, to develop and enter into an agreement with three emergency ground ambulance providers, American Medical Response, Life EMS, and Rockford Ambulance (collectively, the “EMS Providers”), for ambulance pre-hospital life support services, to regulate ambulance pre-hospital life support operations by providing standards, and to defray costs through the collection of fees for services or by the creation and levy of special assessments.

(3) The Participating Municipalities and the EMS Providers have entered into a formal agreement originally dated January 14, 2016, to designate primary emergency operating rights in certain areas, to improve patient and system outcomes by ensuring continuity of services, to establish transparency in operations, and to develop data reporting standards (“Agreement”).

**B. Designation of Primary Service Area.** Pursuant to the Agreement, the City has designated a primary emergency ground ambulance service area to the provider or providers listed in the Agreement. The Agreement contemplates periodic review of emergency ground ambulance service providers and the service areas to which they are primarily assigned. During this review process, it is possible for other emergency ground ambulance service providers to be authorized to act and to be assigned a primary service area. Unless and until such assignment is made, only a currently authorized emergency ground ambulance service provider may operate within the City.

**C. Penalties.** Any violation of subsection B is a municipal civil infraction. Each and every time a violation occurs is a separate offense. In addition to seeking civil fines for the violation of this Ordinance, the City may also seek injunctive relief to bar future violations.

**Section 2.** This Ordinance shall be effective on March 18, 2016.

**Section 3.** This Ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids

**AGREEMENT FOR THE DESIGNATION OF PRIMARY EMERGENCY GROUND  
AMBULANCE SERVICE AREAS AMONG EMS PROVIDERS**

This Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers (the “Agreement”) is entered into as of \_\_\_\_\_, 2015, among the Participating Municipalities as defined herein (the “Consortium”) and the emergency ground ambulance providers of American Medical Response, LIFE EMS, and Rockford Ambulance (collectively, the “EMS Providers”).

**RECITALS**

A. Pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended the local governments of the Cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township (collectively the “Participating Municipalities”), by separate contract, previously entered into a partnership to establish the Consortium to ensure that residents and recipients of emergency medical services as described herein receive enhanced care in an efficient manner.

B. Part 209 of Michigan’s Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, also known as the Emergency Medical Services Act, and Section 20948, in particular, authorizes local governmental units to do the following:

- to contract for ambulance pre-hospital life support services;
- to regulate ambulance pre-hospital life support operations providing the standards are not in conflict with or less stringent than those provided in the Public Health Code; and
- to defray costs through the collection of fees for services or the creation and levy of special assessments.

C. As a result of the work of the Consortium in partnership with the EMS Providers, the parties desire to enter into a formal agreement to (i) recognize and formalize Primary Emergency Ground Ambulance Service Areas (as defined in Section 2 below) for each EMS Provider, (ii) improve patient and system outcomes by ensuring continuity of services, (iii) improve transparency in operations, and (iv) develop data reporting standards.

D. The parties further desire to provide for the implementation of and compliance with this Agreement by providing for oversight and accountability with periodic reports to the Participating Municipalities.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration including the covenants and pledges contained herein, the adequacy and sufficiency of which is acknowledged, the parties agree as follows:

**SECTION 1. PURPOSE**

The Consortium, on behalf of itself and its individual members, enters into this Agreement with the EMS Providers to achieve the following:

- A. Contract with the designated EMS Providers for emergency ground ambulance services within the Participating Municipalities.
- B. Contractually recognize each EMS Provider’s Primary Emergency Ground Ambulance Service Area(s) and the corresponding responsibilities and limitations.
- C. Establish general standards and requirements for EMS Providers that are delivering emergency ground ambulance services in the Participating Municipalities.

- D. Establish reporting standards and formats for service level data to be provided by the EMS Providers to the Kent County Emergency Medical Services, the Kent County Medical Control Authority for Kent County (“KCEMS”) and the Consortium, which can be analyzed to improve patient outcomes.
- E. Establish accountability measures to ensure that performance metrics established by KCEMS and the Consortium are achieved by the EMS Providers.
- F. Ensure continuity of emergency ground ambulance services for the Participating Municipalities.

It is not the intent or purpose for Participating Municipalities to provide emergency ground ambulance services.

## **SECTION 2. DESIGNATION OF PRIMARY EMERGENCY GROUND AMBULANCE SERVICE AREAS**

- A. The parties recognize that the EMS Providers have established emergency ground ambulance service areas that the EMS Providers have generally and informally respected. By this Agreement the parties are formally designating those historically respected emergency ground ambulance service areas as depicted on the attached Appendix A as the Primary Emergency Ground Ambulance Service Area(s) for each of the EMS Providers as shown on that Appendix A.
- B. The 9-1-1 Public Safety Answering Points (call taking and dispatch centers) in Kent County (“PSAPs”) will dispatch emergency ground ambulance service in accordance with this designation regardless of how those centers receive the request for service, who makes the request, or the Med or Priority level assigned to the request. Police, fire and other public safety agencies and personnel serving the Participating Municipalities shall also request emergency ground ambulance services in accordance with the Primary Emergency Ground Ambulance Service Areas designated on Appendix A. PSAP dispatches and public safety agency requests for emergency ground ambulance service will be addressed in this manner regardless of any contractual or other arrangement an EMS Provider may have with any other individual, institution, health care provider or other consumer. Unless (i) requested by the EMS Provider dispatched by the PSAP or receiving a public safety agency call for emergency ground ambulance service, or (ii) as provided in any applicable mutual aid agreement, no other EMS Provider shall respond to that incident.
- C. It is not the intent of this Agreement to affect contracts any EMS Provider has to provide ground ambulance services to a licensed health care facility. An EMS Provider may respond to a request made directly to the EMS Provider (i.e., not via a PSAP or public safety agency) made by a person or entity that is located outside of the EMS Provider’s Primary Emergency Ground Ambulance Service Areas who has a contract for such services with the EMS Provider provided the EMS Provider complies with the provisions of subsection 2.D.
- D. Each EMS Provider will respond to requests for emergency ground ambulance services as provided in the applicable KCEMS Protocol in effect when the call is received. (KCEMS Protocols in effect on the date of this Agreement include the “Request for Ambulance Service Policy” (Section 6-47) and the “Medical Priority Dispatch Policy” (Section 6-19), both of which were approved by the KCEMS Board on July 1, 2013, and by the Michigan Department of Community Health [now Michigan Department of Health and Human Services] on January 23, 2014, and were implemented by KCEMS on March 1, 2014.)
- E. Any mutual aid arrangements either existing on or created after the date of this Agreement, shall be respected by the parties to this Agreement.
- F. The Consortium, in consultation with KCEMS and the EMS Providers, may by a majority vote of the Consortium Board, approve modifications to the boundaries of the Primary Emergency Ground Ambulance Service Areas at the request of the Participating Municipality.
- G. The Participating Municipalities may coordinate the adoption of ordinances and policies reasonably necessary to effectuate this Agreement.

### **SECTION 3. GENERAL STANDARDS OF THE DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS**

In accordance with the terms of this Agreement, the EMS Providers shall:

- A. Provide ambulance stations, equipment and personnel needed to provide emergency ground ambulance services within its recognized Primary Emergency Ground Ambulance Service Areas as provided in this Agreement.
- B. Provide emergency ground ambulance services in accordance with all applicable, city, township, County, State, and Federal laws, ordinances, policies, rules, standards and regulations.
- C. Maintain accreditation with the Commission on Accreditation of Ambulance Services throughout the term of this Agreement and any renewal or extension.
- D. Be an ambulance service provider that is accountable to KCEMS, as authorized by Part 209 of Act No. 368 of the Public Acts of 1978, as amended.
- E. Maintain compliance with all protocols, administrative policies, guidelines, directives and reporting requirements developed and published by KCEMS.
- F. Remain in good financial standing with KCEMS, as approved by KCEMS Executive Committee.
- G. Maintain compliance with the terms of all agreements between the Kent County Dispatch Authority and the EMS Providers, and with all dispatching protocols of the Kent County Dispatch Authority and PSAPs.

### **SECTION 4. GENERAL RESPONSIBILITIES OF THE CONSORTIUM**

Consistent with the partnership contract establishing the Consortium, the Consortium or its designee, shall be responsible to enforce the terms of this Agreement and to provide regular reports to the Participating Municipalities related to the provision of emergency ground ambulance services and patient outcomes when available. The Consortium shall seek to create uniform standards and requirements to better ensure that recipients of emergency medical services receive the best possible care in the most efficient manner.

### **SECTION 5. SPECIFIC SERVICE REQUIREMENTS OF EMERGENCY GROUND AMBULANCE PROVIDERS**

Notwithstanding an EMS Provider's Primary Emergency Ground Ambulance Service Area(s), an EMS Provider will send an ambulance consistent with the following:

- A. All requests for ambulance service referred to the EMS Provider that are received through a PSAP, including 9-1-1 callers who may lie outside the EMS Provider's designated Primary Emergency Ground Ambulance Service Area(s).
- B. All requests for appropriate resources for mass casualty incidents and disasters as required in applicable local and regional protocols and policies.
- C. All requests for ambulance service originating in the Participating Municipalities that were calls received by other means if the call is triaged using KCEMS-approved dispatch protocols to receive a Priority-1, Priority-2, or Priority-3 response.
- D. All requests for medical stand-by at working fires and other significant fire operations incidents – at no cost to the requesting jurisdiction.

### **SECTION 6. SPECIFIC REQUIREMENTS OF DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS.**

While this Agreement remains in effect, each EMS Provider agrees to provide emergency ground ambulance services consistent with the following:

A. MAINTAIN ACCREDITATION WITH THE COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES (CAAS)

An EMS Provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services. Any notice or violation of an accreditation standard received by an EMS Provider shall be reported to the Consortium and KCEMS. The Consortium and KCEMS may request and, when requested, each EMS Provider shall provide documentation of compliance with accreditation standards at any time during the term of this Agreement.

B. AMBULANCE MEMBERSHIP PROGRAM RECIPROCITY

All EMS Providers designated through this Agreement shall provide and accept full reciprocity in ambulance service memberships offered by other EMS Providers.

C. PROCESS PERFORMANCE REQUIREMENTS

EMS Providers will comply with process performance requirements including clinical quality data consistent with the current KCEMS Quality Improvement (QI) Plan as updated from time to time by KCEMS.

D. AMBULANCE MARKINGS

All markings and color schemes for vehicles used for emergency ground ambulance services shall affirmatively promote vehicle safety, public safety, and a professional image. Any advertising and marketing for emergency service vehicles shall emphasize the "9-1-1" emergency telephone number. The advertising of any other telephone numbers for any type of emergency service is not permitted.

E. GPS

If the Consortium and PSAPs request the EMS Providers to do so, the EMS Providers will provide all PSAPs in Kent County with a web-based link or other such technological solution as approved by the Consortium to provide the real-time location of its emergency ground ambulance response units. The EMS Providers will install a CAD-to-CAD interface which will allow real-time location information to be available in the PSAPs as the technology for the same becomes reasonably available and the PSAPs have it available. It is not the intent of the Consortium to apply a penalty to this requirement except for failing to supply the required real-time link to the information requested.

F. MEDICAL EQUIPMENT LIST

All EMS Providers shall be in compliance with equipment standards established by KCEMS and the State of Michigan Department of Health and Human Services (or successor agency), as revised from time to time.

G. AGREEMENT REVIEW MEETINGS

The EMS Providers shall participate in review meetings with the Consortium or its designee on a mutually agreed schedule. The EMS Providers shall each have a representative in attendance at all regularly scheduled review meetings, which representative shall have the authority to respond to and resolve issues, problems, disputes, and other matters that may come before the Consortium, or its designee. Nothing herein shall be interpreted to limit the ability of the parties to hold other meetings.

H. AMBULANCE RATE DISCLOSURE

The EMS Provider shall, within 30 days after the effective date of this Agreement and before the effective date of any modifications provide the Consortium with an updated list of all rates assessed by the EMS Provider. The Consortium may publish the rates on the Consortium's website or in

another publicly available venue.

I. RIGHT TO INSPECT RECORDS, FACILITIES, VEHICLES AND PROCESSES<sup>1</sup>,

The EMS Providers shall allow the Consortium and/ or its designee, to inspect, audit, and copy all records related to the delivery of services under this Agreement, including, but not limited to, inspection of records from the State, training and certification records of EMS Provider staff, patient care records, dispatch records, and any other applicable records upon advance notice of at least two (2) business days. Such records shall be made available for inspection, auditing and copying at a location within Kent County, Michigan.

The Consortium or its designee shall have the right to inspect, audit, and observe processes in any facilities, or ride along on ambulances used by the EMS Provider in monitoring this Agreement. Should the Consortium or its designee, in coordination with KCEMS, determine that a vehicle or equipment item is not in good condition, the Consortium, may request replacement and the EMS Provider will comply within an agreed-upon time-frame.

J. CRITICAL FAILURE REPORTING

Any time an ambulance is dispatched to an emergency call or the ambulance is transporting a patient from an emergency request for service and cannot complete the transport due to mechanical or other reason not related to system management (reassignment of priority) this will constitute a “Critical Failure” and must be reported by the EMS Provider within 72-hours of the occurrence to the Consortium or its designee.

K. CLIENT SATISFACTION SURVEY

To gauge client satisfaction with the emergency services provided pursuant to this Agreement, the EMS Providers shall annually conduct client satisfaction surveys and will provide to the Consortium and KCEMS a copy of those surveys no later than July 1 of each year, or upon another mutually agreed upon date. The Consortium may conduct a client satisfaction survey. The EMS Providers will comply with all requests for information necessary to complete the Consortium’s survey, subject to any legal requirements and/or limitations.

L. TIME SYNCHRONIZATION

The parties acknowledge and agree that it is important that all EMS Providers’ time-keeping devices be synchronized. Each EMS Provider will be responsible to comply with the following standards:

- Ambulance CAD server time shall be configured to sync with the National Institute of Standards and Technology Internet Time Service.
- Electronic patient care report devices shall be configured to sync with the National Institute of Standards and Technology Internet Time Services. Monitors/Defibrillators and other biomedical equipment with time logging features shall be configured to sync with electronic patient care report devices upon download.

At any time during the term of this Agreement, the Consortium or its designee may request a demonstration that equipment is in compliance with the foregoing standards.

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<sup>1</sup> The access to, inspection or copying of any patient care record or other document or recording which may contain Protected Health Information (PHI) may only be released to the Consortium under HIPAA or through a KCEMS Professional Standards Review Organization (PSRO) committee. The Consortium shall not retain any permanent copy of a protected patient care record outside of KCEMS PSRO process and shall not disclose or disseminate any case specific information related to protected materials to the extent permitted by law.

## M. ELECTRONIC PATIENT CARE REPORT SYSTEM

The EMS Provider will utilize an electronic patient care report (“ePCR”) system using emergency medical services data collection software in conjunction with an electronic data collection tool appropriate for bedside/field use. The specific software and hardware system must be compliant and compatible with current National EMS Information System (“NEMSIS”), the State of Michigan EMS Bureau data standards and requirements, and require approval from KCEMS prior to implementation.

All data collected by the ePCR will be made available for use by KCEMS and for quality management, research and auditing purposes, in data file formats, mapped exports or reports produced by the EMS Provider as specified by KCEMS in coordination with the Consortium or its designee.<sup>2</sup>

## SECTION 7. DURATION OF AGREEMENT

### A. INITIAL TERM OF AGREEMENT

The initial term of this Agreement will be 18 months beginning on \_\_\_\_\_, 2015. Within six months, the EMS Providers shall comply with and implement all KCEMS data reporting standards necessary to meet the data and reporting standards established by KCEMS Administrative Policy/Protocol as updated and amended from time to time. Twelve months after the effective date of this Agreement, the Consortium or its designee will begin a review of compliance with the terms of this Agreement for each EMS Provider. Thereafter, and based on its compliance review, in the 15<sup>th</sup> month of this Agreement, the Consortium may, in its sole discretion:

- Extend this Agreement by offering a five year extension of this Agreement to some, all, or none of the EMS Providers
- Extend this Agreement for 12 months or in other increments chosen by the Consortium.
- In the event that an EMS Provider fails to meet the terms of this Agreement after eighteen months and is found by the Consortium to be in major breach of the terms of this Agreement, the Consortium may place all, or part, of the EMS Provider’s allocated Primary Ground Ambulance Service Area(s) out to bid through a competitive RFP process

The EMS Providers agree to provide service under any extensions to this Agreement, if requested by the Consortium, subject to the terms of this Agreement.

### B. LONG TERM AGREEMENT AND POTENTIAL EXTENSIONS

This Agreement takes into consideration the fact that the establishment of an effective and sustainable emergency ground ambulance service is complex and requires considerable on-going investments. In addition to the provisions set forth in Section 7.A., the parties agree that the Consortium may, with the approval of the EMS Providers, enter into additional extensions of this Agreement subject to the provisions of Section 7.C..

### C. MANDATORY RFP PROCESS

To ensure that the Participating Municipalities are receiving and providing high-quality services that meet best-practices and are consistent with providing the best services available at the most efficient costs, and notwithstanding any other provision herein, the Consortium shall issue a “Request for Proposals” not later than December 31, 2025. There is no obligation on behalf of the Consortium to

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<sup>2</sup> See fn. 2, supra.

change providers or the existing service delivery model after issuing the RFP; the purpose is to ensure that the Consortium has the best available information regarding best-practices for emergency ground ambulance services. The mandatory RFP Process may be waived if, by a majority vote of the Consortium, it is agreed that the RFP Process will not improve the quality of EMS services which are provided pursuant to this Agreement.

#### D. NOTICE ON EXTENSION

Except as otherwise provided for herein, notice of any extension approved by the Consortium shall be provided in writing to the EMS Providers not less than three months prior to the effective date of any such extension.

### **SECTION 8. COMPENSATION**

The sole compensation to the EMS Providers for services rendered under this Agreement are:

- the designation of emergency ground ambulance service market rights in its assigned Primary Ground Ambulance Service Area(s);
- the ability to collect revenues from fee-for-service or other third-party payers.

Neither the Consortium nor the Participating Municipalities will provide any compensation for emergency medical services provided pursuant to this Agreement.

### **SECTION 9. PERFORMANCE REQUIREMENTS AND REPORTING STANDARDS**

Quarterly the EMS Provider will submit a report to KCEMS which accurately identifies the medical outcome data set forth in KCEMS Administrative Policy/Protocol as updated and amended from time to time. The data and information provided to KCEMS shall minimally include the following:

1. Number of calls
2. Response priority
3. Transport priority
4. Response Time Intervals Performance, using the criteria and methods described in attached Appendix B which is incorporated by reference.
5. Cases falling out of response time intervals
6. Cardiac arrests as part of the CARES data for the community.
  - a. Number of arrests
  - b. Number worked by ALS
  - c. Number transferred to hospital
  - d. Number discharged from hospital
  - e. Survival of witnessed shockable arrests
7. STEMIS – A specific type of heart attack
  - a. Scene time
  - b. Time to EKG
  - c. Overcall/undercall rate
8. RAPS score.

To reflect changes in advances in medical science and industry best practices, this Section 9 may be modified by the Consortium in collaboration with KCEMS and notice of such changes provided to the EMS Providers. Nothing herein shall prohibit the ability of the Consortium to establish specific performance data and measurement standards independent of those set forth in this Agreement, which authority is specifically reserved to the Consortium and KCEMS. Any such changes to this Agreement or to other medical performance standards must be approved by the Consortium.

#### **SECTION 10. COMPLIANCE INCENTIVES AND PENALTIES**

During the initial term (18-months) of this Agreement, the application of penalties is suspended unless the response time falls below a compliance rate of 80% based upon monthly aggregate data.

As an incentive for EMS Providers to maintain the highest levels of service, following the initial term of the Agreement, individual response penalties on calls within the applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.

In an effort to improve patient and system outcomes based upon evidenced based data, the Consortium, at the request and recommendation of KCEMS, may approve changes to the response time criteria, suspend penalties to allow for adjustment to revised response time criteria, or develop new response time incentives and penalties. EMS providers shall be given notice at least 45-days prior to the effective date of any such changes to the response time criteria. The current Response Times are established to be consistent with KCEMS policy related to "Ambulance Provider Standards." It is expected that these response times will continue to be updated throughout the term of this Agreement in coordination with KCEMS.

Non-compliance for individual cases and monthly aggregate data shall subject an EMS Provider to penalty fees as set forth herein. Higher tiers in the incentive / penalty structure apply to recurring non-compliance situations.

##### **A. Response Time Intervals: Priority I**

- Response time must be in compliance  $\geq 90\%$  in monthly aggregate based upon the zone stated below:
  - Urban Zone: 8 minutes zero seconds
  - Suburban Zone: 12 minutes zero seconds
  - Rural Zone: 15 minutes zero seconds
- Non-Compliance Penalties for Priority I Response Time:
  - Individual responses: \$5/whole minute increment
  - Monthly aggregate: \$100 for each 1% increment  $< 90\%$  compliance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 8 minutes of applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.
  - Inclusion / Exclusion Criteria: As described in Appendix B.

##### **B. Response Time Intervals: Priority II.**

- Response time must be in compliance  $\geq 90\%$  in monthly aggregate based upon the zone stated below:
  - Urban Zone: 20 minutes zero seconds

- Suburban Zone: 20 minutes zero seconds
- Rural Zone: 20 minutes zero seconds
- Non-Compliance Penalties:
  - Individual responses: \$5/whole minute increment
  - Monthly aggregate: \$100 for each 1% increment <90% compliance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
  - Inclusion / Exclusion Criteria: As described in Appendix B.

C. Response Time Intervals: Priority III

- There are no currently adopted response times for Priority III calls. KCEMS in coordination with the Consortium will be adopting response times when quantitative data is available.
- Response time must be in compliance  $\geq 90\%$  in monthly aggregate based upon the zone stated below:
  - Urban Zone:
  - Suburban Zone
  - Rural Zone:
- During periods of inclement or dangerous weather, and when a patient is known to be outside in the elements, Medical First Responders must be sent to the call unless the ambulance will arrive to the scene within 10 minutes of the initial request.
- Non-Compliance Penalties:
  - Individual responses: \$5/whole minute increment
  - Monthly aggregate: \$100 for each 1% increment <90% compliance
  - In the event an EMS provider fails to notify Medical First Responders for a patient known to be outside in dangerous or inclement weather: \$100 for each minute beyond 10 minutes until the arrival of the ambulance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
  - Inclusion / Exclusion Criteria: As described in Appendix B.

D. Patient Contact Time Documentation

- Standard: Documented in a discrete data field for each response with patient contact with >95% reliability
- Non-Compliance Penalties:
  - \$10/missing time stamp

- \$100 for each whole 1% <95% reliability in monthly aggregate data
- Above Minimum Compliance Incentive
  - Individual missing time stamp fines waived with >97% reliability
- Exceptions:
  - Multiple patient incidents

Each EMS Provider will be expected to maintain 100% compliance with all KCEMS administrative standards, policies, procedures, and protocols as amended from time to time. Failure to maintain 100% compliance will be considered a minor breach of agreement and subject to escalation to a major breach as outlined in Section 11.

## **SECTION 11. BREACH OF AGREEMENT**

### **A. MINOR BREACH**

The following shall constitute a minor breach of this Agreement:

1. Following the initial term of the Agreement, meeting the scheduled response time interval standards for Priority I, Priority II, or Priority III calls with less than 90% but greater than 88% reliability in a calendar month in the Primary Ground Ambulance Service Area(s) as set forth in Appendix A.
2. Following the initial six months of this Agreement, less than 100% compliance with any of the performance and reporting standards established KCEMS administrative standards, policies, procedures, and protocols apart from those listed below:
  - a. Response Time Interval Standards
3. Failure to comply with any KCEMS data / reporting request within 5 business days unless additional time is granted by KCEMS Executive Director or Medical Director.
4. Except as provided otherwise herein, failure to comply with any other requirement of this Agreement

Upon written notice to the EMS Provider by registered mail, receipt confirmed courier delivery, receipt confirmed email, or hand delivery advising that a minor breach has occurred, the EMS Provider shall have 45 days to submit documentation establishing that the breach has been corrected and provide documentation that steps have been taken to ensure that the breach will not recur. The Consortium reserves the right to verify compliance by any means it deems appropriate. If the verification does not support that the breach has been corrected and the 45 day timeframe has been exceeded, the violation shall then be deemed to constitute a major breach pursuant to Section 11.B. The EMS Provider may request an extension to the 45- day correction period from the Consortium which may be granted in the sole discretion of the Consortium.

### **B. MAJOR BREACH**

The following shall constitute a major breach of this Agreement:

1. Two minor breaches in any 90 day period.
2. Failure of the EMS Provider to remain in substantial compliance with the requirements of Federal, State, or local laws, ordinances, policies, and regulations, including any loss or suspension of any necessary license or authorization;
3. Failure of the EMS Provider to remain in substantial compliance with the requirements, policies, procedures, regulations and fee obligations of KCEMS.

4. Failure of the EMS Provider to respond to all calls for service within their Primary Ground Ambulance Service Area(s) or ensure a response to all calls for service within their Primary Ground Ambulance Service Area(s);
5. Failure of the EMS Provider to comply with any particular response time interval performance requirement for the Consortium Service Area in the aggregate for two consecutive months, or for any four months in a 12 month period;
6. Failure of the EMS Provider to arrive at the scene for emergency response calls within the timeframes specified below 80 percent of the time in any month, excluding calls which meet the exception criteria outlined in Appendix B.
7. Failure by the EMS Provider to comply with required payment of fines or penalties within 30 days of written notice of the imposition of such fine or penalty;
8. Failure of the EMS Provider to maintain compliance with the insurance requirements specified in this Agreement;
9. The institution of proceedings for relief by EMS Provider under any chapter of the United States Bankruptcy Code or under any state bankruptcy code, or the consent by the EMS Provider to the filing of any bankruptcy or insolvency proceedings against EMS Provider in any state or federal court, or the entry of any order adjudging the EMS Provider insolvent or appointing a receiver, liquidator, or a trustee in bankruptcy for EMS Provider or its property in any state or federal court;
10. The voluntary or involuntary dissolution of EMS Provider;
11. At any time during the term of this Agreement or any extension the EMS Provider is suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, or any other Federal or State programs for the payment or provision of medical services;
12. Any other willful acts or omissions of the EMS Provider that endanger the public health or safety;
13. Any other breach of the terms of this Agreement by an EMS Provider set forth in Section 11.A. which remains uncorrected after 45 days written notice from the Consortium without extension for cure granted by the Consortium; and
14. A third breach of the same provision of this Agreement (whether such breach by itself would constitute a Major or Minor Breach) in a 12 month period after written notice of the first two breaches has been provided to EMS Provider by the Consortium, even if the prior breaches were cured by the EMS Provider during an applicable cure period, if any.

In the event that the Consortium determines that a Major Breach has occurred, the Consortium shall provide written notice of the breach to the EMS Provider. The notice shall contain a reasonable period for EMS Provider to cure such breach, taking into account the nature of the breach. In the event that a major breach remains unresolved for more than the authorized cure period, in addition to any and all rights and remedies available to the Consortium, the Consortium shall have the right upon written notice to declare the EMS Provider in default of this Agreement and take one or more of the following actions:

- Impose fines on the EMS Provider in the amount of \$1,000 per day, per Major Breach, until such time as the breach or breaches are completely cured or this Agreement is terminated.
- Terminate this Agreement with that EMS Provider upon a date set by the Consortium.

All remedies available to the Consortium shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the Consortium at law or in equity.

## **SECTION 12. INSURANCE REQUIREMENTS**

### **A. QUALIFICATIONS**

At all times while this Agreement remains in effect, the EMS Provider shall maintain on file with the Consortium or its designee all required insurance coverages as set forth in this Agreement, which coverages shall also comply with the following:

- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Michigan and acceptable to the Consortium.
- The policies shall clearly indicate that the EMS Provider has obtained insurance of the type, amount and classification as required in strict compliance with this Section 12.
- No modification or change or cancellation of insurance shall be made without 30 days prior written notice to the Consortium, except for cancellation for non-payment for which ten days prior written notice shall be provided.

### **B. INSURANCE**

#### **1. WORKER'S COMPENSATION**

Each EMS Provider shall provide Workers' Compensation coverage for all employees. The limits will meet statutory obligations for Workers' Compensation and \$100,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the Consortium, Participating Members, KCEMS and their agents, employees and officials.

#### **2. COMPREHENSIVE GENERAL LIABILITY**

Each EMS Provider will provide general liability coverage for all operations including, but not be limited to, contractual, products and completed operations, and personal injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) provided on a per occurrence basis.

#### **3. COMMERCIAL AUTOMOTIVE LIABILITY**

Each EMS Provider shall provide coverage for all owned and non-owned vehicles used in its operations under this Agreement for limits of not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

#### **4. MEDICAL MALPRACTICE LIABILITY**

Each EMS Provider shall obtain and maintain medical malpractice liability insurance for each employee, agent, or servant responsible for providing medical care during the course of his/her employment. Such liability insurance shall not be less than \$1,000,000 per person and shall be issued on a per occurrence basis.

#### **5. EXCEPTIONS**

Any exceptions to these insurance requirements must be approved in writing by the Consortium. Should any EMS Provider be unable to meet the insurance requirements set forth in this Agreement, the EMS Provider may, at its discretion and on a case-by-case basis, request the Consortium to accept a modified qualification. The EMS Provider will be required to present justification and documentation to the Consortium, or its designee, before said request can be evaluated, reviewed, or acted upon.

### **C. AUTHORIZED INSURANCE PROVIDERS**

If at any time any of the policies shall be or become unsatisfactory to the Consortium as to form or substance, or if any carrier issuing policies for insurance required herein shall be or becomes reasonably unsatisfactory to Consortium, EMS Provider shall immediately obtain a new evidence of insurance

satisfactory to the Consortium in replacement thereof.

#### D. NON-RELIEF OF LIABILITY AND OBLIGATIONS

Compliance with the foregoing insurance requirements shall not relieve an EMS Provider of its liability and obligations under any part of this Agreement.

#### E. PARTICIPATING MUNICIPALITIES AS ADDITIONAL INSUREDS

To the extent allowed by law, all insurance coverages, except medical malpractice insurance, shall name the Participating Municipalities, KCEMS, the Consortium and their officers, employees and agents as additional insureds or as the beneficiaries of the policy as required by the Consortium. Neither the Participating Municipalities, the Consortium, nor their employees, officers or agents shall be liable for any sums of money that may represent a deductible in any insurance policy.

#### F. SUBJECT TO CONSORTIUM APPROVAL

All insurance policies submitted by an EMS Provider are subject to approval by the Consortium. Insurance companies shall be rated "A" or "A-" by A.M. Best Inc., or equivalent.

#### G. DOCUMENTATION

Prior to the effective date of this Agreement, documentation reasonably satisfactory to the Participating Municipalities shall be filed with the Consortium evidencing the EMS Provider's maintenance of required insurance coverages and establishing the endorsements specified herein and compliance with the provisions of this Agreement. Each EMS Provider shall also file with the Consortium documentation reasonably satisfactory to the Participating Municipalities for those policies that are renewed during this Agreement or for any policies replaced or modified during the term of this Agreement.

#### H. SELF-INSURANCE

An EMS Provider may propose a self-funded insurance alternative (self-insurance) in lieu of purchasing insurance as specified in this Section 12. The Consortium reserves the right in its reasonable discretion to evaluate and approve the EMS Provider's self-insurance alternative. The Consortium reserves the right to require commercial insurance in the amounts and types as set forth above. Approval of a self-insurance alternative should not be assumed.

The Consortium reserves the right to approve or deny an EMS Provider's request to switch to a self-insured alternative or to condition approval upon such measures reasonably required by the Consortium including, without limitation, obtaining a satisfactory umbrella policy or other surety to protect against catastrophic claims. The EMS Provider shall not assume such approval will be granted and must allow sufficient time for the Consortium to review such a request.

### **SECTION 13. INDEMNITY REQUIREMENTS**

Nothing in this Agreement shall be interpreted or construed to constitute a waiver of the Participating Municipalities entitlement to rely on a defense of governmental immunity to the extent otherwise permitted by law, which right is affirmed.

#### A. HOLD HARMLESS PROVISIONS

Each EMS Provider shall hold harmless and indemnify the Consortium, the Participating Municipalities and their respective officers, elected officials, employees and agents (each, an "Indemnitee") from all claims, suits, legal actions, demands, damages, liabilities, losses, costs and expenses, including reasonable attorney fees, arising out of any negligent act or omission of that EMS Provider in connection with its performance of the services under this Agreement (the "EMS Provider Indemnification"). The EMS Provider indemnification shall not be interpreted to waive or release any legal defense, immunity or exemptions afforded to EMS Providers under Michigan law. The EMS Provider indemnification shall not be applicable where the claims, suits, legal actions, demands, damages, liabilities, losses, costs and

expenses, including attorney fees, arise from the negligence, gross negligence and/or willful misconduct of the Consortium or any of the Participating Municipalities.

In the event that any claims, suits, legal actions, and/or demands are brought against an Indemnitee and fall within the EMS Provider Indemnification as outlined in the preceding paragraph, then the applicable EMS Provider shall provide the Consortium and any Participating Municipalities named in such actions or demands with a legal defense, including the payment of all reasonable legal expenses associated with such a defense, to the extent provided under the insurance coverage set forth in section 12 of this Agreement. The EMS Provider, in consultation with its insurer, shall have the exclusive right to select counsel of the EMS Provider's choice and shall direct all defense in connection any such claims, suits and demands. The provisions of this section 13.A. shall survive termination of this Agreement.

#### **B. LIMITATION OF DAMAGES**

In no event shall the Consortium or Participating Municipalities be liable to an EMS Provider or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Agreement, including but not be limited to any claims for lost business or profit, consequential damages or otherwise, regardless of whether the Consortium and Participating Municipalities had been advised of the possibility of such damages. By way of example and not limitation, neither the Consortium nor the Participating Municipalities shall be liable to any EMS Provider for any claims of lost business or profit arising out of any finding of breach or declaration of default by the Consortium or Participating Municipalities. In furtherance of the foregoing, the EMS Providers voluntarily and knowingly waive and release any claim for business, consequential or similar damages resulting from the existence or implementation of this Agreement.

#### **C. NOTIFICATIONS**

The EMS Provider shall notify the Consortium whenever the State of Michigan Bureau of Emergency Medical Services or other State agency is conducting an investigation of any of its personnel or the operations that provide ambulance service to the Consortium.

#### **SECTION 14. VACATED SERVICE AREA SERVICE GUARANTEE**

In order to promote public safety and to ensure that emergency ground ambulance services are available in designated services areas, the parties covenant that if during the term of this Agreement (including any extension term) an EMS Provider is unable to provide emergency ground ambulance services in its designated Primary Ground Ambulance Service Area(s) for whatever reason, then the remaining EMS Providers will jointly provide such services in the impacted areas as designated and requested by the Consortium or its designee.

#### **SECTION 15. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT**

Any Participating Municipality or individual EMS Provider may withdraw from this Agreement without terminating this Agreement. Any withdrawal or termination must comply with the following provisions:

A. To the extent consistent with the foundational documents establishing the Consortium, at any time a Participating Municipality may withdraw from participation in the Agreement for cause by providing written notice to the Consortium subject to the following:

- In the event that a Participating Municipality withdraws from participation, the Consortium will immediately notify the affected EMS Provider of the withdrawal. The EMS Provider agrees to provide services for a period of up to 180-days, or until such time as mutually agreed between the EMS Provider and the withdrawing Participating Municipality.
- Withdrawal by a Participating Municipality does not impact the application of the terms of this Agreement to other parties to this Agreement.

B. In the event that an EMS Provider desires to withdraw from this Agreement it must provide written notice of the withdrawal not less than 180 days in advance of terminating services and must continue to provide service throughout the 180 day period at the expected levels as stated in this Agreement or until such time as the EMS Provider and Consortium mutually agree to terminate services. Withdrawal from this Agreement by an EMS Provider does not impact the application of the terms of this Agreement to other parties.

C. This Agreement may be terminated by the mutual consent of the parties subject to the following:

- The termination must be documented in writing between the Consortium and the EMS Providers
- The EMS Providers agree to fully comply with the obligations set forth in Section 16.

## **SECTION 16. OUTGOING EMS PROVIDER PROVISIONS**

A withdrawing EMS Provider must continue to provide services in compliance with the provisions of this Agreement as set forth in Section 15.B. during the withdrawal period.

The parties agree that no records, data, or information, regardless of source, shall be erased, discarded, modified or removed from the premises of the EMS Provider outside the normal course of business activities, or modified without the specific written approval of the Consortium. Any information, spreadsheets, documents, data, or electronic media shall become the property of the Consortium. Any loss or damage to such records, materials or information, for any reason, may be replaced/recreated by the Consortium and the cost for such restoration paid by withdrawing EMS Provider.

Personnel records of employees shall, with the proper consent of employees, be released to the Consortium or its designee in a timely manner.

Unless otherwise specifically instructed, all requests pursuant to this Section 16 shall be met within two (2) weeks of written request for said documents.

It is expressly understood and agreed to by all parties that any delay, lack of submittal of requested or required information, or impedance of any kind on the part of the withdrawing EMS Provider as the Consortium attempts to exercise any or all of these provisions shall constitute a major breach of Agreement.

## **Section 17. Miscellaneous**

### **A. SUCCESSORS AND ASSIGNS**

This Agreement shall not be assigned by any party without the written consent of the other parties to this Agreement. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and permitted assigns of the parties to this Agreement.

### **B. SEVERABILITY**

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement. In the event any provision of this Agreement is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.

### **C. THIRD PARTIES**

This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

### **D. NOTICES**

All notices and other communications provided for in this Agreement shall be in writing and shall be

deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.

**E. COUNTERPART EXECUTIONS; FACSIMILES AND ELECTRONIC MAIL**

The parties may execute this Agreement in any number of counterparts with the same effect as if all parties had signed the same physical document. Each party may transmit the executed copies in an imaged format to the other parties by facsimile or electronic mail, and the imaged copies shall have the same effect as if all parties had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

The parties have signed this Agreement as of the date first written above.

**[SIGNATURES ON FOLLOWING TWO PAGES]**

**EMS CONSORTIUM**, a joint endeavor pursuant to  
2011 PA 258

By: \_\_\_\_\_  
Kenneth Krombeen, Board Chairperson

By: \_\_\_\_\_  
Cameron Van Wyngarden, Board Secretary

Approved: January 14, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF EAST GRAND RAPIDS**, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Amna Seibold, Mayor

By: \_\_\_\_\_  
Karen Brower, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF GRAND RAPIDS**, a Michigan municipal  
corporation

By: \_\_\_\_\_  
Rosalynn Bliss, Mayor

By: \_\_\_\_\_  
Darlene O'Neal, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**LIFE EMS, INC.**, a Michigan corporation

By: \_\_\_\_\_  
Mark Meijer, President

Date signed: \_\_\_\_\_, 2016

**PARAMED, INC.**, a Michigan corporation, d/b/a  
**AMERICAN MEDICAL RESPONSE**

By: \_\_\_\_\_  
Richard Whipple, General Manager

Date signed: \_\_\_\_\_, 2016

**ROCKFORD AMBULANCE, INC.**, a Michigan  
nonprofit corporation

By: \_\_\_\_\_  
Roger C. Morgan, CEO

Date signed: \_\_\_\_\_, 2016

**CITY OF GRANDVILLE**, a Michigan municipal corporation

By: \_\_\_\_\_  
Steve Maas, Mayor

By: \_\_\_\_\_  
Mary Mienes, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF KENTWOOD**, a Michigan municipal corporation

By: \_\_\_\_\_  
Stephen Kepley, Mayor

By: \_\_\_\_\_  
Dan Kasunic, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF ROCKFORD**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jerry Coon, Mayor

By: \_\_\_\_\_  
Christine Bedford, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**PLAINFIELD CHARTER TOWNSHIP**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jay Spencer, Supervisor

By: \_\_\_\_\_  
Ruth Ann Karnes, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF WYOMING**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jack Poll, Mayor

By: \_\_\_\_\_  
Kelli VandenBerg, Clerk

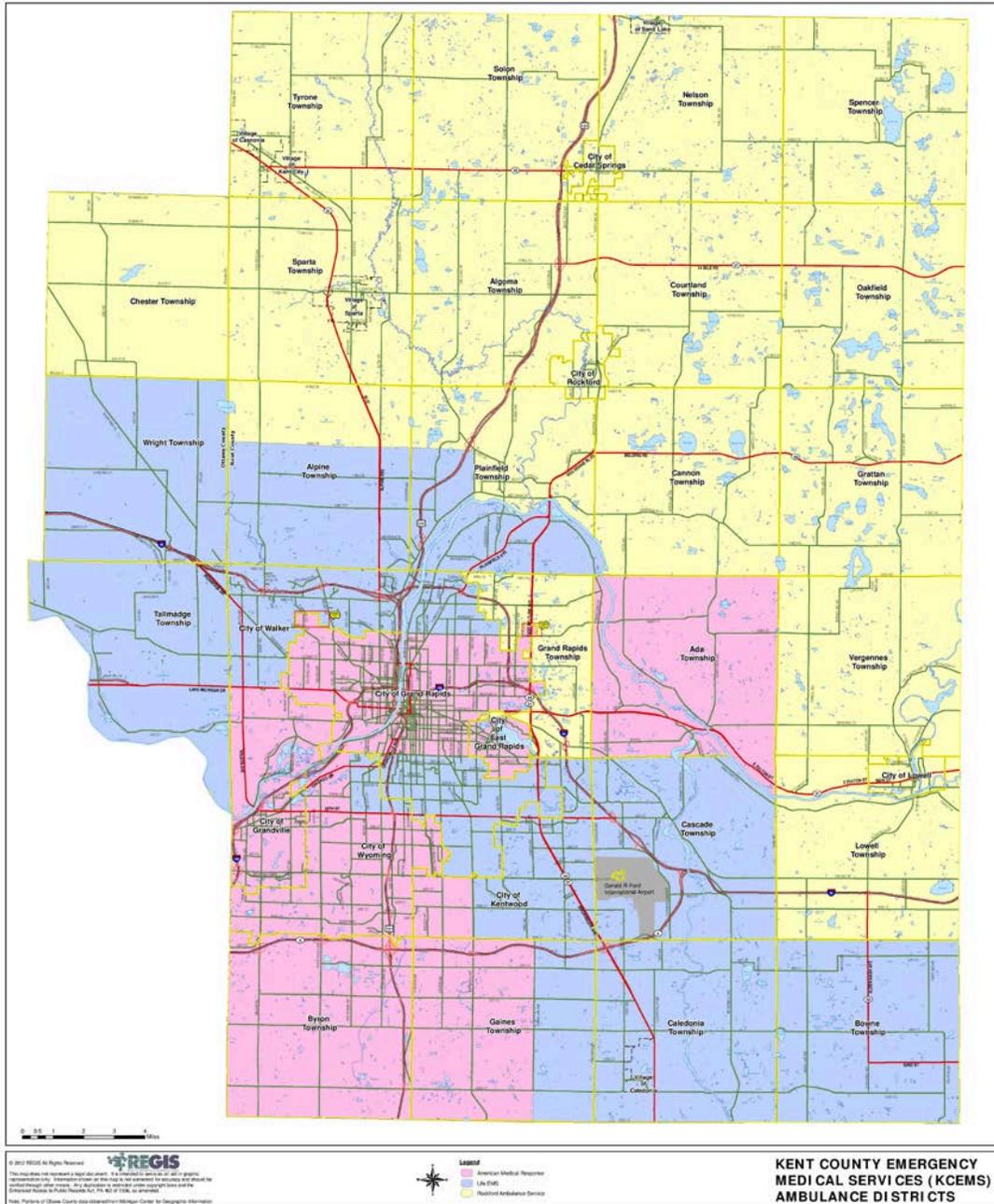
Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

## Appendix A

**Ambulance Service Area Map as mutually agreed between KCEMS, AMR, LIFE EMS, and Rockford Ambulance for the purpose of defining the Service Areas for PSAP 911 Emergency Referrals. KCEMS maintains detailed description of boundaries agreed to December 23, 2009.**

Ambulance Territory Map – Areas in Yellow are covered by Rockford Ambulance Service; Pink by AMR; Blue by Life EMS.



## **Appendix B**

### **I. Response Time Interval Measurement Methodology**

EMS Providers response time interval performance shall be calculated on a monthly basis to determine compliance with the standards set forth in this contract. The EMS Provider will be held accountable for their response time interval performance regardless of how the request for service is received. In the monthly calculation of EMS Providers compliance to response time interval performance standards, every request from the Consortium service area shall be included. The following provisions will apply to how response time event data and intervals are captured and calculated.

#### ***A. Reporting Frequency & Data Validity***

Each EMS Provider shall submit its monthly response time interval performance report the Consortiums designee no later than the third Friday of the following month. The Consortiums designee shall validate the individual reports through the data submitted to ensure compliance. Failure to submit monthly reports or to inaccurately report data outside of the predetermined data definition and submission process will be considered a major breach. The Consortiums designee shall provide quarterly reports to the Consortium including summaries of operational successes and challenges.

#### ***B. Geo-Fencing***

As technology continues to evolve, the EMS Provider agrees to implement use of geo-fencing technology, or functional equivalent technology that meets with the approval of the Consortium, to reliably automate the time stamping of vehicle movement events (e.g., enroute to scene; at scene; enroute to hospital; at hospital). The implementation of geo-fencing technology shall be considered in future extensions of this Agreement.

#### ***C. Response Time Interval Calculation – Individual Response***

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or, between the Call Receipt and the time the ambulance is cancelled by a public safety agency.

#### ***D. Call Receipt***

Call Receipt is defined as when the EMS Provider's dispatch center receives adequate information to identify the location of the call and the Medical Priority Dispatch Protocol priority level.

#### ***E. At Scene***

"At Scene" time means the moment the first ambulance service licensed ALS vehicle, appropriately staffed, arrives and stops at the exact location where the vehicle shall be parked while the paramedic(s) exits to approach the patient and notifies dispatch (via MDC, AVL or voice). Crews will not report at scene until the vehicle has come to a complete stop.

A supervisory or other non-transport capable unit, licensed as an emergency response vehicle, that arrives prior to an ambulance and has ALS capability will count as the 'At Scene' time for the purposes of response time interval calculations. If a non-transporting supervisor vehicle arrives and meets the on-scene time requirement, the transporting ambulance must arrive to the scene, from the time of call receipt to arrival, under the subsequent time response standards for that response zone so as to avoid unnecessary delays in transporting the patient. For example, if a licensed ALS capable vehicle arrives on-scene within the response time standard for the prioritized medical call, the arriving transporting ambulance must arrive within the response times for a Priority II call. EMS Providers shall provide documentation on the response time arrival for the transporting ambulance that arrives on-scene.

In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non- secured scenes, gated communities or complexes, or

wilderness locations), arrival 'at scene' shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

#### ***F. Failure to Report at Scene Time***

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, EMS Provider may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced or the edit is validated through secure technological means.

### **II. Calculating Response Time Interval with Upgrades, Downgrades, Cancellations, Mutual Aid, and Turn-Overs**

In the event any of the following events occur during an Emergency ambulance response (with or without lights and sirens), the calculation of the response time interval determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

#### ***A. Upgrades***

If an assignment is upgraded to Priority 1 from Priority 2 or 3 prior to the arrival on scene of the ambulance, EMS Provider's compliance and penalties will be calculated based on time elapsed from call received to at scene at longer response time interval standard.

#### ***B. Downgrades***

If a call is downgraded prior to arrival on scene of the ambulance from Priority 1 to Priority 2 or 3, EMS Provider's compliance and penalties will be determined as follows:

- i) If the time of the downgrade occurs before the ambulance has exceeded the higher priority response time standard, the less stringent standard will apply. If the downgrade occurs after the ambulance has exceeded the higher priority response time standard, the more stringent standard will apply
- ii) Prioritization of Assignments to Responses Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses.

#### ***C. Canceled Calls***

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, EMS Providers compliance and penalties will be calculated based on the elapsed time from call receipt to the time the call was canceled if that time was greater than the time allowed for that priority time standard. Calls that are cancelled prior to arrival and where the cancellation occurs before the applicable response time will be not be counted or included in the monthly compliance reports.

#### ***D. Mutual Aid Responses***

EMS Provider shall not be held accountable for response time compliance for any assignment originating outside its Primary Ground Ambulance Service Area(s) that is turned over from another EMS Provider or in mutual aid outside of the Consortium service area.

#### ***E. Turn-Overs***

If the EMS Provider turns-over a response in its own Primary Ground Ambulance Service Area(s) to another EMS Provider the EMS Provider turning over the response will still be held accountable for the response time interval performance to include their response time and that of the EMS Provider taking the response. The EMS Provider taking the response will be held accountable for their performance from their own time of call receipt from the EMS Provider that turned-over the response.

- i) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time interval for the first arriving ambulance will be used to compute the response time interval for that incident.

### ***III. PRIORITIZATION OF ASSIGNMENTS TO RESPONSES<sup>3</sup>***

Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses. If an ambulance is reassigned enroute or cancelled prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the assigned priority of the initial or the upgraded priority - whichever is shorter. Response times will be calculated from the time a call is received until the assigned ambulance arrives on scene, diverted, or original response.

### ***IV. RESPONSE TIME EXCEPTIONS AND EXCEPTION REQUESTS***

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the EMS Provider's control or awareness will not be grounds to grant an exception to compliance with the Response Time Standard.

Exceptions may be requested and must be submitted in writing to the Consortium or designee. A request must be submitted no later than the submission date of the monthly response time compliance report (in which the event or exclusion is requested) or be included within the report, unless otherwise specified within the Agreement. Exception requests may be submitted to the Consortium or designee for the following:

#### ***A. Unusual System Overload***

EMS Provider shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond EMS Provider's reasonable control affect the achievement of specified response time standards.

Unusual system overload is defined as one-hundred twenty-five (125) percent of the service area average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. It will be up to the EMS Provider to provide the historical demand data analysis to show the average demand for the day or week / hours of day applicable to the for an unusual overload exception. The Consortium or designee may request an audit of the data used to generate the historical demand data analysis before granting the exception.

#### ***B .Multi-Casualty Incidents, Multi-Patient, Disasters, or Severe Weather***

The Response Time requirements may be suspended at the sole discretion of the Consortium or designee during a declared multi-casualty or multi-patient incident in the designated service area.

Requests during a disaster confirmed by local or regional authorities in which the EMS Provider is rendering assistance will be considered. During such periods, the EMS Provider shall use best efforts to simultaneously maintain coverage within their service area while providing disaster assistance as needed.

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<sup>3</sup> Med 1, Med 2 and Med 3 are used interchangeably with Priority 1, Priority 2 and Priority 3, respectively, for the purposes of responses to scenes. Medical first responders are typically assigned a Med level, where ambulances are assigned a Priority level. MFR vehicles respond with lights and siren to Echo, Med 1 and 2 calls. Ambulances respond with lights and siren only to Echo and Priority 1 calls.

Upon resolution of the disaster event, the EMS Provider may apply to the Consortium or designee for retrospective exemptions on late responses accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter.

Requests occurring during a period of unusually severe weather conditions; such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. During these periods, the EMS Provider may apply retrospectively to the Consortium or designee for exemptions to late runs. To qualify, the EMS Provider must provide sufficient documentation supporting such conditions. Reasonable effort must be shown by the EMS Provider that mitigation measures were employed (i.e. additional unit hours added) if an advance weather warning was issued by the weather service.

### ***C. Mutual Aid***

If the EMS Provider responds to requests for mutual aid in times of disaster, the Consortium or designee may also grant response time interval performance exceptions.

### ***D. Hospital Divert***

The Consortium recognizes that when area hospitals go on ambulance divert the result is an increase of a longer transport distance that places demands on the system beyond the EMS Providers control. During these periods the EMS Provider may apply retrospectively to the Consortium or designee for exemption to late runs. To qualify the EMS Provider must provide sufficient documentation showing the impact to unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

### ***E. Access***

The Consortium recognizes specific conditions that limit access to the location of a call and are beyond the EMS Provider's control. To qualify the EMS Provider must provide sufficient documentation showing one of the following three conditions listed above was met:

- Access blocked by train without an alternate route with equal or superior time of travel and without railroad crossing;
- Slowed by following first responder unit to scene of call;
- Construction if not previously known by the EMS Provider or if known the EMS Provider did not have reasonable means to mitigate its impact.

Audible notification to dispatch of the circumstance, does not, in and of itself provide adequate documentation of the cause of the delay. Notification to Dispatch, combined with AVL or other secure technology or other methods may be acceptable, as determined by the Consortium or designee.

### ***F. Good Cause***

The Consortium or designee may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and EMS Provider must have demonstrated a good faith effort to respond to the call(s).

## ***V. EXCEPTION REQUEST PROCEDURE***

If EMS Provider feels that any response or group of responses should be excluded from the calculation of response time interval compliance due to unusual factors beyond EMS Providers reasonable control, the EMS Provider must provide detailed documentation for each response in question to the Consortium or designee and request that those responses be excluded from calculations and late penalties. Any such request must be in writing and received by the Consortium or designee along with that month's

performance reports. A request for an exception received after that time will not be considered. The Consortium or designee will review each exception request and make a decision for approval or denial. It is the EMS Provider's responsibility to request an exception.

At the sole discretion of the Consortium or designee, calls with extended Chute Times (the time interval from Dispatch to ambulance enroute) of more than two (2) minutes may be excluded from consideration as Exceptions.

All decisions by the Consortium (or designate) shall be considered final.

#### ***VI. DOCUMENTATION OF INCIDENT TIME INTERVALS***

The EMS Provider shall document all times necessary to determine total ambulance Response Time intervals, including, but not limited to, time call received by the ambulance dispatch center, time location verified, time ambulance crew assigned, time enroute to scene, arrival at scene time, time departed patient, time enroute to hospital, and arrival at hospital or emergency department, Urgent Care, Procedure Facility, Nursing Home, Patients Home, or other medically acceptable location). Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the electronic Patient Care Report (ePCR) and/or in EMS Providers computer aided dispatch system.

PROCEEDINGS OF THE CITY COMMISSION  
CITY OF EAST GRAND RAPIDS

**Regular Meeting Held February 15, 2016**

Commission President Dills called the meeting to order at 6:01 p.m. in the City Commission Chambers at the East Grand Rapids Community Center and led the audience in the Pledge of Allegiance.

Present: Commissioners Dills, Hamrick, Miller and Skaggs

Absent: Commissioners Duncan, Zagel and Mayor Seibold

Also Present: City Attorney Huff; City Manager Donovan; Public Safety Director Herald; Assistant City Manager LaFave; Zoning Administrator Faasse; City Clerk Brower; Staff Sgt. Schweitzer; Sgt. Davis; PSO's Bradley, Olney, Moore and Brown

2016-14. No public comment was received.

2016-15. Commissioner Miller wished everyone a happy President's Day.

2016-16. Jennifer Franson of Resurrection Life Church in Wyoming presented the Public Safety Department with an appreciation banner to thank and acknowledge law enforcement officers for their service to the community.

2016-17. A zoning variance hearing was held regarding the request of Geoff & Julie Laham of 2621 Elmwood to allow lot coverage by buildings and impervious surfaces of 5,025 square feet instead of the maximum allowed 4,800 square feet, and to allow a second accessory building of 473 square feet instead of the allowable 336 square feet.

Zoning Administrator Faasse explained the applicants had built an addition onto the home containing an attached garage and had indicated the detached garage was to be removed as part of the project. Following the completion of the addition, the homeowner decided to keep the detached garage. The detached garage creates the need for a variance request to address the lot coverage square footage cap and the size allowed for an accessory building. Mr. Faasse noted the pavement is the primary reason the lot coverage by buildings and surfaces calculation is over the square footage allowed.

Geoff Laham, 2621 Elmwood, explained there was a miscommunication with the contractor he hired to draw up the plans and begin the project about the garage being labeled as being removed. He requested to be allowed to keep the garage for extra storage and because it would be expensive to remove or renovate the garage to meet the requirements.

President Dills opened a public hearing. The following communications were received at City Hall concerning this variance request:

- Achilles Spagnuola, 2630 Oakwood	In Favor.
- Kathleen Lennon, 2622 Oakwood	In Favor.
- Edward & Virginia Rode, 2615 Elmwood	In Favor.
- Matt Bertke, 2621 Oakwood	In Favor.

No other public comment was received. President Dills closed the public hearing.

2016-17-A. Miller-Skaggs. That the request of Geoff & Julie Laham of 2621 Elmwood to allow lot coverage by buildings and impervious surfaces of 5,025 square feet instead of the maximum allowed 4,800 square feet, and to allow a second accessory building of 473 square feet instead of the allowable 336 square feet be approved.

Commissioner Miller noted this project was not compliant with the current or former ordinance. He stated he did not feel he could approve it if the garage were being built as a new structure instead of an existing structure in the current situation. Mr. Miller also noted the variance would run with the land and a new garage could be built in the same location in the future without any new approval process.

Commissioner Skaggs sympathized with the applicant's wish for more storage, but noted this building was out of compliance with even the newer, more lenient lot coverage ordinance that was enacted since the project began. He stated that even though the city staff did not notice the garage had not been removed at the time the project was completed, it was the owner's responsibility to finalize the project as shown on the plans.

Commissioner Hamrick also sympathized, but stated the ordinance was adopted for many reasons, including drainage issues that would be exacerbated by the additional pavement and building areas.

Commissioner Dills agreed, saying that the rules had been relaxed to allow homeowners some flexibility with their projects, but this project was over even the new limits.

Yeas: -0-

Nays: Dills, Hamrick, Miller and Skaggs – 4

2016-18. A zoning variance hearing was held regarding the request of Andrew & Sara Baudo, owners of 725 Croswell, to allow the construction of a new home with a front yard setback of 10' instead of the required 15'.

Zoning Administrator Faasse explained this vacant lot was the result of a land division for the former Keystone Church property. The applicants wish to build a new home 10' from the front property line instead of the 25' required in the multi-family zone to better match other homes on the street. Mr. Faasse noted the home, as proposed, would comply with the lot coverage and other ordinances in place.

Joel Peterson of J. Peterson Homes, stated the homeowners wish to have their new home line up with the properties to the north to match the look and feel of the neighborhood. He noted the home could be built at the 25' without a variance, but felt it would look better if it was set closer to the street as the other homes were. Matt Gerard of Visbeen Architects, showed variations of the site plan with the house set at the 25' setback and at the proposed 10' setback.

President Dills opened a public hearing. No other public comment was received. President Dills closed the public hearing.

2016-18-A. Miller-Skaggs. That the request of Andrew & Sara Baudo, owners of 725 Croswell, to allow the construction of a new home with a front yard setback of 10' instead of the required 15' be approved.

President Dills noted that although the property next door is not yet before the commission for discussion, it needs to be kept in mind for context. He noted some type of variance request will likely be made for side yard relief on the property at 2119 Lake Drive, and it would look better to allow the home at 725 Croswell to be built at the 10' requested. He felt this property would provide a good transition between single family and multi-family on this street.

Commissioner Skaggs noted the property was zoned multi-family but was going to be used as single-family. He further noted his reluctance to grant variances when dealing with vacant land, but noted that building a house at the 25' required setback would make this home stand out as different. He agreed to support the request so the homes would line up along the street.

Commissioner Miller agreed that vacant lots should not automatically be given variances, but felt that was not entirely realistic on a small lot on this street where the established setback was much closer. He felt this was a practical solution to keep the aesthetics of the neighborhood intact.

Commissioner Hamrick stated that while she would like to see a multi-family home on this lot, she understood and supported the request for a front yard setback variance.

Commissioner Skaggs suggested discussing a front yard setback of 8' to match the homes to the north and avoid this new home sitting 2' farther back than those next to it. The commission discussed the proposed overhang above the front porch, the wall extension on the south side and the homes being built to the north and how each component would look at various setbacks.

2016-18-B. Skaggs-Miller. Motion to amend 2016-18-A. to grant a front yard setback of 8.2' to the front of the front porch canopy.

City Attorney Huff stated that this hearing would have to be continued at a future meeting and re-noticed to the surrounding properties if the commission wished to change the proposed front yard setback in the original notice. Commissioner Skaggs assumed a three-week delay would not be prohibitive to the final project. Mr. Huff suggested voting on the amendment to the motion and then holding the amended motion until the neighbors could be sent new information.

Mr. Peterson stated he would prefer to shrink the canopy overhang to 4' to bring the building one foot closer to the property line, thereby coming closer to the setback proposed by the city commission.

Vote on amendment 2016-18-B.

Yeas: Hamrick, Miller and Skaggs – 3

Nays: Dills – 1

Staff will work on sending and publishing new notices for this hearing and will advise the commission on when it will be back on the agenda.

2016-19. Final Reading of an ordinance amendment to Section 5.20 of Chapter 50 of Title V of the City Code to rezone the parcel at 610 Lovett from R-3 Single Family to C-1 Commercial.

Zoning Administrator Faasse explained this was an amendment to the zoning map to rezone the parcel at 610 Lovett from R-3 Single Family to C-1 Commercial to match how the property has been used for approximately 30 years.

President Dills opened a public hearing. The following communications were received at City Hall concerning this variance request:

- Gilmore Collection, owner of 606 Lovett      Leave as a variance.

No other public comment was received. President Dills closed the public hearing.

2016-19-A. Miller-Hamrick. That an ordinance amendment to Section 5.20 of Chapter 50 of Title V of the City Code to rezone the parcel at 610 Lovett from R-3 Single Family to C-1 Commercial be introduced as set forth in Exhibit "A" attached hereto.

President Dills noted the Planning Commission had reviewed this request and recommended approval.

Yeas: Dills, Hamrick, Miller and Skaggs – 4

Nays: -0-

2016-20. Introduction of an ordinance amendment to add Chapter 99A to Title IX of the City Code pertaining to preliminary emergency ground ambulance service.

City Manager Donovan explained several local municipalities had been working for many months to standardize the emergency response services. The new agreement and ordinance amendment formalizes the current situation and also allows the collection of information for analysis.

Commissioner Skaggs thanked all participating agencies for their efforts on this project.

2016-20-A. Skaggs-Miller. That an ordinance amendment to add Chapter 99A to Title IX of the City Code adopting an agreement for ground ambulance services be introduced as set forth in Exhibit "B" attached hereto.

Yeas: Dills, Hamrick, Miller and Skaggs – 4

Nays: -0-

2016-21. Introduction of an ordinance amendment to add Section 9.703 to Chapter 99A of Title IX of the City Code pertaining to the primary ambulance service area.

2016-21-A. Hamrick-Miller. That an ordinance amendment to add Section 9.703 to Chapter 99A of Title IX of the City Code pertaining to the primary ambulance service area be introduced as set forth in Exhibit "C" and the agreement approved as set forth in Exhibit "D" attached hereto.

Yeas: Dills, Hamrick, Miller and Skaggs – 4  
Nays: -0-

2016-22. Skaggs-Miller. To approve the consent agenda as follows:

2016-22-A. To approve the minutes of the regular meeting held February 1, 2016.

2016-22-B. Report of Finance Committee on disbursement of funds: payroll disbursements of \$203,163.31; county and school disbursements of \$128,485.99 and total remaining disbursements of \$364,401.66.

2016-22-C. Approval of a mailbox replacement policy regarding winter snow maintenance as set forth in Exhibit "E" attached hereto.

2016-22-D. Payment of \$7,024.30 to the Kent County Road Commission as a contribution toward crack sealing of federal aid eligible streets.

2016-22-E. Preliminary minutes of the Planning Commission meeting held January 12, 2016.

2016-22-F. Preliminary minutes of the Library Commission meeting held January 25, 2016.

Yeas: Dills, Hamrick, Miller and Skaggs – 4  
Nays: -0-

The meeting adjourned at 7:37 p.m., subject to the call of the Mayor until March 7, 2016.

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Karen K. Brower, City Clerk

Attachments: A – Ordinance Amendment to Section 5.20 rezoning the property at 610 Lovett  
B – Ordinance Amendment to Chapter 99A regarding ambulance service  
C – Ordinance Amendment to Section 9.703 regarding ambulance service  
D – Mailbox Replacement Policy

Attachments listed above are available for inspection at the office of the City Clerk.

AN ORDINANCE TO AMEND SECTION 5.20  
OF CHAPTER 50 OF TITLE V OF THE CODE  
OF THE CITY OF EAST GRAND RAPIDS

The City of East Grand Rapids ordains:

Section 1. Section 5.20 of Chapter 50 of Title V of the East Grand City Code is hereby amended by changing the City Zoning map to indicate that the following described parcel is zoned C-1 Commercial, as shown on the attached revised map:

South 41 feet of Lot 25, Judd's Subdivision, City of East Grand Rapids

Section 2. This ordinance shall be effective on February 26, 2016.

Section 3. This ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids.

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**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF EAST GRAND RAPIDS BY  
ADDING A NEW CHAPTER 99A TO TITLE IX OF SAID CODE**

**THE CITY OF EAST GRAND RAPIDS ORDAINS:**

**Section 1.** A new Chapter 99A entitled "Ambulance Service" is hereby added to Title IX of the Code of the City of East Grand Rapids to read as follows:

**Chapter 99A  
Ambulance Service**

**An Ordinance to adopt an Agreement for the designation of preliminary emergency ground ambulance service areas among EMS providers.**

**Section 9.701 Findings.** The City Commission of the City of East Grand Rapids finds the following:

(a) There is a need to ensure that residents in the Grand Rapids metropolitan area that are the recipients of emergency medical services receive enhanced care in an efficient manner.

(b) Part 209 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, authorizes local governmental units to do the following:

(i) Contract for ambulance pre-hospital life support services;

(ii) Regulate ambulance pre-hospital life support operations providing the standards are not in conflict or less stringent than those provided in the Public Health Code; and

(iii) Defray costs through the collection of fees for services or by the creation and levy of special assessments.

(c) A number of local governments comprised of the cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township, ("Participating Municipalities") and American Medical Response, Life EMS, and Rockford Ambulance (collectively, the "EMS Providers") have developed an agreement to define emergency ground ambulance service areas for each EMS Provider and establish standards for such services.

**Section 9.702 Adoption of Agreement.** The City hereby approves and adopts the agreement for allocation of primary emergency ground ambulance service areas among EMS Providers dated January 14, 2016, between the Participating Municipalities and the EMS Providers pursuant to the provisions of the Municipal Partnership Act, Act No. 258 of Public Acts of 2011, as amended, and the Michigan Public Health Code, Act No. 368 of Public Acts of 1978, as amended.

**Section 2.** This Ordinance shall be effective on February \_\_\_\_, 2016.

**Section 3.** This Ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids.

**AN ORDINANCE TO AMEND CHAPTER 99A OF TITLE IX  
OF THE CODE OF THE CITY OF EAST GRAND RAPIDS BY ADDING NEW  
SECTION 9.703 TO SAID CHAPTER**

**THE CITY OF EAST GRAND RAPIDS ORDAINS:**

**Section 1.** Chapter 99A of Title IX of the Code of the City of East Grand Rapids is amended by adding a new Sections 9.703 to said Chapter to read in its entirety as follows:

**Section 9.703 Primary Ambulance Service Area**

**A. Findings.** The City Commission of the City of East Grand Rapids finds the following:

(1) There is a need to ensure that residents and recipients of emergency medical services receive enhanced care in an efficient manner.

(2) The City of East Grand Rapids along with other municipalities in Kent County ("Participating Municipalities") have joined together pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended, and Part 209 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, to develop and enter into an agreement with three emergency ground ambulance providers, American Medical Response, Life EMS, and Rockford Ambulance (collectively, the "EMS Providers"), for ambulance pre-hospital life support services, to regulate ambulance pre-hospital life support operations by providing standards, and to defray costs through the collection of fees for services or by the creation and levy of special assessments.

(3) The Participating Municipalities and the EMS Providers have entered into a formal agreement originally dated January 14, 2016, to designate primary emergency operating rights in certain areas, to improve patient and system outcomes by ensuring continuity of services, to establish transparency in operations, and to develop data reporting standards ("Agreement").

**B. Designation of Primary Service Area.** Pursuant to the Agreement, the City has designated a primary emergency ground ambulance service area to the provider or providers listed in the Agreement. The Agreement contemplates periodic review of emergency ground ambulance service providers and the service areas to which they are primarily assigned. During this review process, it is possible for other emergency ground ambulance service providers to be authorized to act and to be assigned a primary service area. Unless and until such assignment is made, only a currently authorized emergency ground ambulance service provider may operate within the City.

**C. Penalties.** Any violation of subsection B is a municipal civil infraction. Each and every time a violation occurs is a separate offense. In addition to seeking civil fines for the violation of this Ordinance, the City may also seek injunctive relief to bar future violations.

**Section 2.** This Ordinance shall be effective on February \_\_\_\_, 2016.

**Section 3.** This Ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids

**AGREEMENT FOR THE DESIGNATION OF PRIMARY EMERGENCY GROUND  
AMBULANCE SERVICE AREAS AMONG EMS PROVIDERS**

This Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers (the "Agreement") is entered into as of \_\_\_\_\_, 2015, among the Participating Municipalities as defined herein (the "Consortium") and the emergency ground ambulance providers of American Medical Response, LIFE EMS, and Rockford Ambulance (collectively, the "EMS Providers").

**RECITALS**

A. Pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended the local governments of the Cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township (collectively the "Participating Municipalities"), by separate contract, previously entered into a partnership to establish the Consortium to ensure that residents and recipients of emergency medical services as described herein receive enhanced care in an efficient manner.

B. Part 209 of Michigan's Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, also known as the Emergency Medical Services Act, and Section 20948, in particular, authorizes local governmental units to do the following:

- to contract for ambulance pre-hospital life support services;
- to regulate ambulance pre-hospital life support operations providing the standards are not in conflict with or less stringent than those provided in the Public Health Code; and
- to defray costs through the collection of fees for services or the creation and levy of special assessments.

C. As a result of the work of the Consortium in partnership with the EMS Providers, the parties desire to enter into a formal agreement to (i) recognize and formalize Primary Emergency Ground Ambulance Service Areas (as defined in Section 2 below) for each EMS Provider, (ii) improve patient and system outcomes by ensuring continuity of services, (iii) improve transparency in operations, and (iv) develop data reporting standards.

D. The parties further desire to provide for the implementation of and compliance with this Agreement by providing for oversight and accountability with periodic reports to the Participating Municipalities.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration including the covenants and pledges contained herein, the adequacy and sufficiency of which is acknowledged, the parties agree as follows:

**SECTION 1. PURPOSE**

The Consortium, on behalf of itself and its individual members, enters into this Agreement with the EMS Providers to achieve the following:

- A. Contract with the designated EMS Providers for emergency ground ambulance services within the Participating Municipalities.
- B. Contractually recognize each EMS Provider's Primary Emergency Ground Ambulance Service Area(s) and the corresponding responsibilities and limitations.
- C. Establish general standards and requirements for EMS Providers that are delivering emergency ground ambulance services in the Participating Municipalities.

- D. Establish reporting standards and formats for service level data to be provided by the EMS Providers to the Kent County Emergency Medical Services, the Kent County Medical Control Authority for Kent County ("KCEMS") and the Consortium, which can be analyzed to improve patient outcomes.
- E. Establish accountability measures to ensure that performance metrics established by KCEMS and the Consortium are achieved by the EMS Providers.
- F. Ensure continuity of emergency ground ambulance services for the Participating Municipalities.

It is not the intent or purpose for Participating Municipalities to provide emergency ground ambulance services.

## **SECTION 2. DESIGNATION OF PRIMARY EMERGENCY GROUND AMBULANCE SERVICE AREAS**

- A. The parties recognize that the EMS Providers have established emergency ground ambulance service areas that the EMS Providers have generally and informally respected. By this Agreement the parties are formally designating those historically respected emergency ground ambulance service areas as depicted on the attached Appendix A as the Primary Emergency Ground Ambulance Service Area(s) for each of the EMS Providers as shown on that Appendix A.
- B. The 9-1-1 Public Safety Answering Points (call taking and dispatch centers) in Kent County ("PSAPs") will dispatch emergency ground ambulance service in accordance with this designation regardless of how those centers receive the request for service, who makes the request, or the Med or Priority level assigned to the request. Police, fire and other public safety agencies and personnel serving the Participating Municipalities shall also request emergency ground ambulance services in accordance with the Primary Emergency Ground Ambulance Service Areas designated on Appendix A. PSAP dispatches and public safety agency requests for emergency ground ambulance service will be addressed in this manner regardless of any contractual or other arrangement an EMS Provider may have with any other individual, institution, health care provider or other consumer. Unless (i) requested by the EMS Provider dispatched by the PSAP or receiving a public safety agency call for emergency ground ambulance service, or (ii) as provided in any applicable mutual aid agreement, no other EMS Provider shall respond to that incident.
- C. It is not the intent of this Agreement to affect contracts any EMS Provider has to provide ground ambulance services to a licensed health care facility. An EMS Provider may respond to a request made directly to the EMS Provider (i.e., not via a PSAP or public safety agency) made by a person or entity that is located outside of the EMS Provider's Primary Emergency Ground Ambulance Service Areas who has a contract for such services with the EMS Provider provided the EMS Provider complies with the provisions of subsection 2.D.
- D. Each EMS Provider will respond to requests for emergency ground ambulance services as provided in the applicable KCEMS Protocol in effect when the call is received. (KCEMS Protocols in effect on the date of this Agreement include the "Request for Ambulance Service Policy" (Section 6-47) and the "Medical Priority Dispatch Policy" (Section 6-19), both of which were approved by the KCEMS Board on July 1, 2013, and by the Michigan Department of Community Health [now Michigan Department of Health and Human Services] on January 23, 2014, and were implemented by KCEMS on March 1, 2014.)
- E. Any mutual aid arrangements either existing on or created after the date of this Agreement, shall be respected by the parties to this Agreement.
- F. The Consortium, in consultation with KCEMS and the EMS Providers, may by a majority vote of the Consortium Board, approve modifications to the boundaries of the Primary Emergency Ground Ambulance Service Areas at the request of the Participating Municipality.
- G. The Participating Municipalities may coordinate the adoption of ordinances and policies reasonably necessary to effectuate this Agreement.

**SECTION 3. GENERAL STANDARDS OF THE DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS**

In accordance with the terms of this Agreement, the EMS Providers shall:

- A. Provide ambulance stations, equipment and personnel needed to provide emergency ground ambulance services within its recognized Primary Emergency Ground Ambulance Service Areas as provided in this Agreement.
- B. Provide emergency ground ambulance services in accordance with all applicable, city, township, County, State, and Federal laws, ordinances, policies, rules, standards and regulations.
- C. Maintain accreditation with the Commission on Accreditation of Ambulance Services throughout the term of this Agreement and any renewal or extension.
- D. Be an ambulance service provider that is accountable to KCEMS, as authorized by Part 209 of Act No. 368 of the Public Acts of 1978, as amended.
- E. Maintain compliance with all protocols, administrative policies, guidelines, directives and reporting requirements developed and published by KCEMS.
- F. Remain in good financial standing with KCEMS, as approved by KCEMS Executive Committee.
- G. Maintain compliance with the terms of all agreements between the Kent County Dispatch Authority and the EMS Providers, and with all dispatching protocols of the Kent County Dispatch Authority and PSAPs.

**SECTION 4. GENERAL RESPONSIBILITIES OF THE CONSORTIUM**

Consistent with the partnership contract establishing the Consortium, the Consortium or its designee, shall be responsible to enforce the terms of this Agreement and to provide regular reports to the Participating Municipalities related to the provision of emergency ground ambulance services and patient outcomes when available. The Consortium shall seek to create uniform standards and requirements to better ensure that recipients of emergency medical services receive the best possible care in the most efficient manner.

**SECTION 5. SPECIFIC SERVICE REQUIREMENTS OF EMERGENCY GROUND AMBULANCE PROVIDERS**

Notwithstanding an EMS Provider's Primary Emergency Ground Ambulance Service Area(s), an EMS Provider will send an ambulance consistent with the following:

- A. All requests for ambulance service referred to the EMS Provider that are received through a PSAP, including 9-1-1 callers who may lie outside the EMS Provider's designated Primary Emergency Ground Ambulance Service Area(s).
- B. All requests for appropriate resources for mass casualty incidents and disasters as required in applicable local and regional protocols and policies.
- C. All requests for ambulance service originating in the Participating Municipalities that were calls received by other means if the call is triaged using KCEMS-approved dispatch protocols to receive a Priority-1, Priority-2, or Priority-3 response.
- D. All requests for medical stand-by at working fires and other significant fire operations incidents – at no cost to the requesting jurisdiction.

**SECTION 6. SPECIFIC REQUIREMENTS OF DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS.**

While this Agreement remains in effect, each EMS Provider agrees to provide emergency ground ambulance services consistent with the following:

A. MAINTAIN ACCREDITATION WITH THE COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES (CAAS)

An EMS Provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services. Any notice or violation of an accreditation standard received by an EMS Provider shall be reported to the Consortium and KCEMS. The Consortium and KCEMS may request and, when requested, each EMS Provider shall provide documentation of compliance with accreditation standards at any time during the term of this Agreement.

B. AMBULANCE MEMBERSHIP PROGRAM RECIPROCITY

All EMS Providers designated through this Agreement shall provide and accept full reciprocity in ambulance service memberships offered by other EMS Providers.

C. PROCESS PERFORMANCE REQUIREMENTS

EMS Providers will comply with process performance requirements including clinical quality data consistent with the current KCEMS Quality Improvement (QI) Plan as updated from time to time by KCEMS.

D. AMBULANCE MARKINGS

All markings and color schemes for vehicles used for emergency ground ambulance services shall affirmatively promote vehicle safety, public safety, and a professional image. Any advertising and marketing for emergency service vehicles shall emphasize the "9-1-1" emergency telephone number. The advertising of any other telephone numbers for any type of emergency service is not permitted.

E. GPS

If the Consortium and PSAPs request the EMS Providers to do so, the EMS Providers will provide all PSAPs in Kent County with a web-based link or other such technological solution as approved by the Consortium to provide the real-time location of its emergency ground ambulance response units. The EMS Providers will install a CAD-to-CAD interface which will allow real-time location information to be available in the PSAPs as the technology for the same becomes reasonably available and the PSAPs have it available. It is not the intent of the Consortium to apply a penalty to this requirement except for failing to supply the required real-time link to the information requested.

F. MEDICAL EQUIPMENT LIST

All EMS Providers shall be in compliance with equipment standards established by KCEMS and the State of Michigan Department of Health and Human Services (or successor agency), as revised from time to time.

G. AGREEMENT REVIEW MEETINGS

The EMS Providers shall participate in review meetings with the Consortium or its designee on a mutually agreed schedule. The EMS Providers shall each have a representative in attendance at all regularly scheduled review meetings, which representative shall have the authority to respond to and resolve issues, problems, disputes, and other matters that may come before the Consortium, or its designee. Nothing herein shall be interpreted to limit the ability of the parties to hold other meetings.

H. AMBULANCE RATE DISCLOSURE

The EMS Provider shall, within 30 days after the effective date of this Agreement and before the effective date of any modifications provide the Consortium with an updated list of all rates assessed by the EMS Provider. The Consortium may publish the rates on the Consortium's website or in

another publicly available venue.

I. RIGHT TO INSPECT RECORDS, FACILITIES, VEHICLES AND PROCESSES<sup>1</sup>,

The EMS Providers shall allow the Consortium and/ or its designee, to inspect, audit, and copy all records related to the delivery of services under this Agreement, including, but not limited to, inspection of records from the State, training and certification records of EMS Provider staff, patient care records, dispatch records, and any other applicable records upon advance notice of at least two (2) business days. Such records shall be made available for inspection, auditing and copying at a location within Kent County, Michigan.

The Consortium or its designee shall have the right to inspect, audit, and observe processes in any facilities, or ride along on ambulances used by the EMS Provider in monitoring this Agreement. Should the Consortium or its designee, in coordination with KCEMS, determine that a vehicle or equipment item is not in good condition, the Consortium, may request replacement and the EMS Provider will comply within an agreed-upon time-frame.

J. CRITICAL FAILURE REPORTING

Any time an ambulance is dispatched to an emergency call or the ambulance is transporting a patient from an emergency request for service and cannot complete the transport due to mechanical or other reason not related to system management (reassignment of priority) this will constitute a "Critical Failure" and must be reported by the EMS Provider within 72-hours of the occurrence to the Consortium or its designee.

K. CLIENT SATISFACTION SURVEY

To gauge client satisfaction with the emergency services provided pursuant to this Agreement, the EMS Providers shall annually conduct client satisfaction surveys and will provide to the Consortium and KCEMS a copy of those surveys no later than July 1 of each year, or upon another mutually agreed upon date. The Consortium may conduct a client satisfaction survey. The EMS Providers will comply with all requests for information necessary to complete the Consortium's survey, subject to any legal requirements and/or limitations.

L. TIME SYNCHRONIZATION

The parties acknowledge and agree that it is important that all EMS Providers' time-keeping devices be synchronized. Each EMS Provider will be responsible to comply with the following standards:

- Ambulance CAD server time shall be configured to sync with the National Institute of Standards and Technology Internet Time Service.
- Electronic patient care report devices shall be configured to sync with the National Institute of Standards and Technology Internet Time Services. Monitors/Defibrillators and other biomedical equipment with time logging features shall be configured to sync with electronic patient care report devices upon download.

At any time during the term of this Agreement, the Consortium or its designee may request a demonstration that equipment is in compliance with the foregoing standards.

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<sup>1</sup> The access to, inspection or copying of any patient care record or other document or recording which may contain Protected Health Information (PHI) may only be released to the Consortium under HIPAA or through a KCEMS Professional Standards Review Organization (PSRO) committee. The Consortium shall not retain any permanent copy of a protected patient care record outside of KCEMS PSRO process and shall not disclose or disseminate any case specific information related to protected materials to the extent permitted by law.

#### M. ELECTRONIC PATIENT CARE REPORT SYSTEM

The EMS Provider will utilize an electronic patient care report ("ePCR") system using emergency medical services data collection software in conjunction with an electronic data collection tool appropriate for bedside/field use. The specific software and hardware system must be compliant and compatible with current National EMS Information System ("NEMSIS"), the State of Michigan EMS Bureau data standards and requirements, and require approval from KCEMS prior to implementation.

All data collected by the ePCR will be made available for use by KCEMS and for quality management, research and auditing purposes, in data file formats, mapped exports or reports produced by the EMS Provider as specified by KCEMS in coordination with the Consortium or its designee.<sup>2</sup>

#### SECTION 7. DURATION OF AGREEMENT

##### A. INITIAL TERM OF AGREEMENT

The initial term of this Agreement will be 18 months beginning on \_\_\_\_\_, 2015. Within six months, the EMS Providers shall comply with and implement all KCEMS data reporting standards necessary to meet the data and reporting standards established by KCEMS Administrative Policy/Protocol as updated and amended from time to time. Twelve months after the effective date of this Agreement, the Consortium or its designee will begin a review of compliance with the terms of this Agreement for each EMS Provider. Thereafter, and based on its compliance review, in the 15<sup>th</sup> month of this Agreement, the Consortium may, in its sole discretion:

- Extend this Agreement by offering a five year extension of this Agreement to some, all, or none of the EMS Providers
- Extend this Agreement for 12 months or in other increments chosen by the Consortium.
- In the event that an EMS Provider fails to meet the terms of this Agreement after eighteen months and is found by the Consortium to be in major breach of the terms of this Agreement, the Consortium may place all, or part, of the EMS Provider's allocated Primary Ground Ambulance Service Area(s) out to bid through a competitive RFP process

The EMS Providers agree to provide service under any extensions to this Agreement, if requested by the Consortium, subject to the terms of this Agreement.

##### B. LONG TERM AGREEMENT AND POTENTIAL EXTENSIONS

This Agreement takes into consideration the fact that the establishment of an effective and sustainable emergency ground ambulance service is complex and requires considerable on-going investments. In addition to the provisions set forth in Section 7.A., the parties agree that the Consortium may, with the approval of the EMS Providers, enter into additional extensions of this Agreement subject to the provisions of Section 7.C..

##### C. MANDATORY RFP PROCESS

To ensure that the Participating Municipalities are receiving and providing high-quality services that meet best-practices and are consistent with providing the best services available at the most efficient costs, and notwithstanding any other provision herein, the Consortium shall issue a "Request for Proposals" not later than December 31, 2025. There is no obligation on behalf of the Consortium to

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<sup>2</sup> See fn. 2, supra.

change providers or the existing service delivery model after issuing the RFP; the purpose is to ensure that the Consortium has the best available information regarding best-practices for emergency ground ambulance services. The mandatory RFP Process may be waived if, by a majority vote of the Consortium, it is agreed that the RFP Process will not improve the quality of EMS services which are provided pursuant to this Agreement.

**D. NOTICE ON EXTENSION**

Except as otherwise provided for herein, notice of any extension approved by the Consortium shall be provided in writing to the EMS Providers not less than three months prior to the effective date of any such extension.

**SECTION 8. COMPENSATION**

The sole compensation to the EMS Providers for services rendered under this Agreement are:

- the designation of emergency ground ambulance service market rights in its assigned Primary Ground Ambulance Service Area(s);
- the ability to collect revenues from fee-for-service or other third-party payers.

Neither the Consortium nor the Participating Municipalities will provide any compensation for emergency medical services provided pursuant to this Agreement.

**SECTION 9. PERFORMANCE REQUIREMENTS AND REPORTING STANDARDS**

Quarterly the EMS Provider will submit a report to KCEMS which accurately identifies the medical outcome data set forth in KCEMS Administrative Policy/Protocol as updated and amended from time to time. The data and information provided to KCEMS shall minimally include the following:

1. Number of calls
2. Response priority
3. Transport priority
4. Response Time Intervals Performance, using the criteria and methods described in attached Appendix B which is incorporated by reference.
5. Cases falling out of response time intervals
6. Cardiac arrests as part of the CARES data for the community.
  - a. Number of arrests
  - b. Number worked by ALS
  - c. Number transferred to hospital
  - d. Number discharged from hospital
  - e. Survival of witnessed shockable arrests
7. STEMIS – A specific type of heart attack
  - a. Scene time
  - b. Time to EKG
  - c. Overcall/undercall rate
8. RAPS score.

To reflect changes in advances in medical science and industry best practices, this Section 9 may be modified by the Consortium in collaboration with KCEMS and notice of such changes provided to the EMS Providers. Nothing herein shall prohibit the ability of the Consortium to establish specific performance data and measurement standards independent of those set forth in this Agreement, which authority is specifically reserved to the Consortium and KCEMS. Any such changes to this Agreement or to other medical performance standards must be approved by the Consortium.

#### **SECTION 10. COMPLIANCE INCENTIVES AND PENALTIES**

During the initial term (18-months) of this Agreement, the application of penalties is suspended unless the response time falls below a compliance rate of 80% based upon monthly aggregate data.

As an incentive for EMS Providers to maintain the highest levels of service, following the initial term of the Agreement, individual response penalties on calls within the applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.

In an effort to improve patient and system outcomes based upon evidenced based data, the Consortium, at the request and recommendation of KCEMS, may approve changes to the response time criteria, suspend penalties to allow for adjustment to revised response time criteria, or develop new response time incentives and penalties. EMS providers shall be given notice at least 45-days prior to the effective date of any such changes to the response time criteria. The current Response Times are established to be consistent with KCEMS policy related to "Ambulance Provider Standards." It is expected that these response times will continue to be updated throughout the term of this Agreement in coordination with KCEMS.

Non-compliance for individual cases and monthly aggregate data shall subject an EMS Provider to penalty fees as set forth herein. Higher tiers in the incentive / penalty structure apply to recurring non-compliance situations.

##### **A. Response Time Intervals: Priority I**

- Response time must be in compliance  $\geq 90\%$  in monthly aggregate based upon the zone stated below:
  - Urban Zone: 8 minutes zero seconds
  - Suburban Zone: 12 minutes zero seconds
  - Rural Zone: 15 minutes zero seconds
- Non-Compliance Penalties for Priority I Response Time:
  - Individual responses: \$5/whole minute increment
  - Monthly aggregate: \$100 for each 1% increment  $< 90\%$  compliance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 8 minutes of applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.
  - Inclusion / Exclusion Criteria: As described in Appendix B.

##### **B. Response Time Intervals: Priority II.**

- Response time must be in compliance  $\geq 90\%$  in monthly aggregate based upon the zone stated below:
  - Urban Zone: 20 minutes zero seconds

- Suburban Zone: 20 minutes zero seconds
- Rural Zone: 20 minutes zero seconds
- Non-Compliance Penalties:
  - Individual responses: \$5/whole minute increment
  - Monthly aggregate: \$100 for each 1% increment <90% compliance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
  - Inclusion / Exclusion Criteria: As described in Appendix B.

C. Response Time Intervals: Priority III

- There are no currently adopted response times for Priority III calls. KCEMS in coordination with the Consortium will be adopting response times when quantitative data is available.
- Response time must be in compliance  $\geq 90\%$  in monthly aggregate based upon the zone stated below:
  - Urban Zone:
  - Suburban Zone
  - Rural Zone:
- During periods of inclement or dangerous weather, and when a patient is known to be outside in the elements, Medical First Responders must be sent to the call unless the ambulance will arrive to the scene within 10 minutes of the initial request.
- Non-Compliance Penalties:
  - Individual responses: \$5/whole minute increment
  - Monthly aggregate: \$100 for each 1% increment <90% compliance
  - In the event an EMS provider fails to notify Medical First Responders for a patient known to be outside in dangerous or inclement weather: \$100 for each minute beyond 10 minutes until the arrival of the ambulance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
  - Inclusion / Exclusion Criteria: As described in Appendix B.

D. Patient Contact Time Documentation

- Standard: Documented in a discrete data field for each response with patient contact with >95% reliability
- Non-Compliance Penalties:
  - \$10/missing time stamp

- \$100 for each whole 1% <95% reliability in monthly aggregate data
- Above Minimum Compliance Incentive
  - Individual missing time stamp fines waived with >97% reliability
- Exceptions:
  - Multiple patient incidents

Each EMS Provider will be expected to maintain 100% compliance with all KCEMS administrative standards, policies, procedures, and protocols as amended from time to time. Failure to maintain 100% compliance will be considered a minor breach of agreement and subject to escalation to a major breach as outlined in Section 11.

## **SECTION 11. BREACH OF AGREEMENT**

### **A. MINOR BREACH**

The following shall constitute a minor breach of this Agreement:

1. Following the initial term of the Agreement, meeting the scheduled response time interval standards for Priority I, Priority II, or Priority III calls with less than 90% but greater than 88% reliability in a calendar month in the Primary Ground Ambulance Service Area(s) as set forth in Appendix A.
2. Following the initial six months of this Agreement, less than 100% compliance with any of the performance and reporting standards established KCEMS administrative standards, policies, procedures, and protocols apart from those listed below:
  - a. Response Time Interval Standards
3. Failure to comply with any KCEMS data / reporting request within 5 business days unless additional time is granted by KCEMS Executive Director or Medical Director.
4. Except as provided otherwise herein, failure to comply with any other requirement of this Agreement

Upon written notice to the EMS Provider by registered mail, receipt confirmed courier delivery, receipt confirmed email, or hand delivery advising that a minor breach has occurred, the EMS Provider shall have 45 days to submit documentation establishing that the breach has been corrected and provide documentation that steps have been taken to ensure that the breach will not recur. The Consortium reserves the right to verify compliance by any means it deems appropriate. If the verification does not support that the breach has been corrected and the 45 day timeframe has been exceeded, the violation shall then be deemed to constitute a major breach pursuant to Section 11.B. The EMS Provider may request an extension to the 45- day correction period from the Consortium which may be granted in the sole discretion of the Consortium.

### **B. MAJOR BREACH**

The following shall constitute a major breach of this Agreement:

1. Two minor breaches in any 90 day period.
2. Failure of the EMS Provider to remain in substantial compliance with the requirements of Federal, State, or local laws, ordinances, policies, and regulations, including any loss or suspension of any necessary license or authorization;
3. Failure of the EMS Provider to remain in substantial compliance with the requirements, policies, procedures, regulations and fee obligations of KCEMS.

4. Failure of the EMS Provider to respond to all calls for service within their Primary Ground Ambulance Service Area(s) or ensure a response to all calls for service within their Primary Ground Ambulance Service Area(s);
5. Failure of the EMS Provider to comply with any particular response time interval performance requirement for the Consortium Service Area in the aggregate for two consecutive months, or for any four months in a 12 month period;
6. Failure of the EMS Provider to arrive at the scene for emergency response calls within the timeframes specified below 80 percent of the time in any month, excluding calls which meet the exception criteria outlined in Appendix B.
7. Failure by the EMS Provider to comply with required payment of fines or penalties within 30 days of written notice of the imposition of such fine or penalty;
8. Failure of the EMS Provider to maintain compliance with the insurance requirements specified in this Agreement;
9. The institution of proceedings for relief by EMS Provider under any chapter of the United States Bankruptcy Code or under any state bankruptcy code, or the consent by the EMS Provider to the filing of any bankruptcy or insolvency proceedings against EMS Provider in any state or federal court, or the entry of any order adjudging the EMS Provider insolvent or appointing a receiver, liquidator, or a trustee in bankruptcy for EMS Provider or its property in any state or federal court;
10. The voluntary or involuntary dissolution of EMS Provider;
11. At any time during the term of this Agreement or any extension the EMS Provider is suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, or any other Federal or State programs for the payment or provision of medical services;
12. Any other willful acts or omissions of the EMS Provider that endanger the public health or safety;
13. Any other breach of the terms of this Agreement by an EMS Provider set forth in Section 11.A. which remains uncorrected after 45 days written notice from the Consortium without extension for cure granted by the Consortium; and
14. A third breach of the same provision of this Agreement (whether such breach by itself would constitute a Major or Minor Breach) in a 12 month period after written notice of the first two breaches has been provided to EMS Provider by the Consortium, even if the prior breaches were cured by the EMS Provider during an applicable cure period, if any.

In the event that the Consortium determines that a Major Breach has occurred, the Consortium shall provide written notice of the breach to the EMS Provider. The notice shall contain a reasonable period for EMS Provider to cure such breach, taking into account the nature of the breach. In the event that a major breach remains unresolved for more than the authorized cure period, in addition to any and all rights and remedies available to the Consortium, the Consortium shall have the right upon written notice to declare the EMS Provider in default of this Agreement and take one or more of the following actions:

- Impose fines on the EMS Provider in the amount of \$1,000 per day, per Major Breach, until such time as the breach or breaches are completely cured or this Agreement is terminated.
- Terminate this Agreement with that EMS Provider upon a date set by the Consortium.

All remedies available to the Consortium shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the Consortium at law or in equity.

## **SECTION 12. INSURANCE REQUIREMENTS**

### **A. QUALIFICATIONS**

At all times while this Agreement remains in effect, the EMS Provider shall maintain on file with the Consortium or its designee all required insurance coverages as set forth in this Agreement, which coverages shall also comply with the following:

- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Michigan and acceptable to the Consortium.
- The policies shall clearly indicate that the EMS Provider has obtained insurance of the type, amount and classification as required in strict compliance with this Section 12.
- No modification or change or cancellation of insurance shall be made without 30 days prior written notice to the Consortium, except for cancellation for non-payment for which ten days prior written notice shall be provided.

### **B. INSURANCE**

#### **1. WORKER'S COMPENSATION**

Each EMS Provider shall provide Workers' Compensation coverage for all employees. The limits will meet statutory obligations for Workers' Compensation and \$100,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the Consortium, Participating Members, KCEMS and their agents, employees and officials.

#### **2. COMPREHENSIVE GENERAL LIABILITY**

Each EMS Provider will provide general liability coverage for all operations including, but not be limited to, contractual, products and completed operations, and personal injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) provided on a per occurrence basis.

#### **3. COMMERCIAL AUTOMOTIVE LIABILITY**

Each EMS Provider shall provide coverage for all owned and non-owned vehicles used in its operations under this Agreement for limits of not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

#### **4. MEDICAL MALPRACTICE LIABILITY**

Each EMS Provider shall obtain and maintain medical malpractice liability insurance for each employee, agent, or servant responsible for providing medical care during the course of his/her employment. Such liability insurance shall not be less than \$1,000,000 per person and shall be issued on a per occurrence basis.

#### **5. EXCEPTIONS**

Any exceptions to these insurance requirements must be approved in writing by the Consortium. Should any EMS Provider be unable to meet the insurance requirements set forth in this Agreement, the EMS Provider may, at its discretion and on a case-by-case basis, request the Consortium to accept a modified qualification. The EMS Provider will be required to present justification and documentation to the Consortium, or its designee, before said request can be evaluated, reviewed, or acted upon.

### **C. AUTHORIZED INSURANCE PROVIDERS**

If at any time any of the policies shall be or become unsatisfactory to the Consortium as to form or substance, or if any carrier issuing policies for insurance required herein shall be or becomes reasonably unsatisfactory to Consortium, EMS Provider shall immediately obtain a new evidence of insurance

satisfactory to the Consortium in replacement thereof.

**D. NON-RELIEF OF LIABILITY AND OBLIGATIONS**

Compliance with the foregoing insurance requirements shall not relieve an EMS Provider of its liability and obligations under any part of this Agreement.

**E. PARTICIPATING MUNICIPALITIES AS ADDITIONAL INSUREDS**

To the extent allowed by law, all insurance coverages, except medical malpractice insurance, shall name the Participating Municipalities, KCEMS, the Consortium and their officers, employees and agents as additional insureds or as the beneficiaries of the policy as required by the Consortium. Neither the Participating Municipalities, the Consortium, nor their employees, officers or agents shall be liable for any sums of money that may represent a deductible in any insurance policy.

**F. SUBJECT TO CONSORTIUM APPROVAL**

All insurance policies submitted by an EMS Provider are subject to approval by the Consortium. Insurance companies shall be rated "A" or "A-" by A.M. Best Inc., or equivalent.

**G. DOCUMENTATION**

Prior to the effective date of this Agreement, documentation reasonably satisfactory to the Participating Municipalities shall be filed with the Consortium evidencing the EMS Provider's maintenance of required insurance coverages and establishing the endorsements specified herein and compliance with the provisions of this Agreement. Each EMS Provider shall also file with the Consortium documentation reasonably satisfactory to the Participating Municipalities for those policies that are renewed during this Agreement or for any policies replaced or modified during the term of this Agreement.

**H. SELF-INSURANCE**

An EMS Provider may propose a self-funded insurance alternative (self-insurance) in lieu of purchasing insurance as specified in this Section 12. The Consortium reserves the right in its reasonable discretion to evaluate and approve the EMS Provider's self-insurance alternative. The Consortium reserves the right to require commercial insurance in the amounts and types as set forth above. Approval of a self-insurance alternative should not be assumed.

The Consortium reserves the right to approve or deny an EMS Provider's request to switch to a self-insured alternative or to condition approval upon such measures reasonably required by the Consortium including, without limitation, obtaining a satisfactory umbrella policy or other surety to protect against catastrophic claims. The EMS Provider shall not assume such approval will be granted and must allow sufficient time for the Consortium to review such a request.

**SECTION 13. INDEMNITY REQUIREMENTS**

Nothing in this Agreement shall be interpreted or construed to constitute a waiver of the Participating Municipalities entitlement to rely on a defense of governmental immunity to the extent otherwise permitted by law, which right is affirmed.

**A. HOLD HARMLESS PROVISIONS**

Each EMS Provider shall hold harmless and indemnify the Consortium, the Participating Municipalities and their respective officers, elected officials, employees and agents (each, an "Indemnitee") from all claims, suits, legal actions, demands, damages, liabilities, losses, costs and expenses, including reasonable attorney fees, arising out of any negligent act or omission of that EMS Provider in connection with its performance of the services under this Agreement (the "EMS Provider Indemnification"). The EMS Provider indemnification shall not be interpreted to waive or release any legal defense, immunity or exemptions afforded to EMS Providers under Michigan law. The EMS Provider indemnification shall not be applicable where the claims, suits, legal actions, demands, damages, liabilities, losses, costs and

expenses, including attorney fees, arise from the negligence, gross negligence and/or willful misconduct of the Consortium or any of the Participating Municipalities.

In the event that any claims, suits, legal actions, and/or demands are brought against an Indemnitee and fall within the EMS Provider Indemnification as outlined in the preceding paragraph, then the applicable EMS Provider shall provide the Consortium and any Participating Municipalities named in such actions or demands with a legal defense, including the payment of all reasonable legal expenses associated with such a defense, to the extent provided under the insurance coverage set forth in section 12 of this Agreement. The EMS Provider, in consultation with its insurer, shall have the exclusive right to select counsel of the EMS Provider's choice and shall direct all defense in connection any such claims, suits and demands. The provisions of this section 13.A. shall survive termination of this Agreement.

#### B. LIMITATION OF DAMAGES

In no event shall the Consortium or Participating Municipalities be liable to an EMS Provider or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Agreement, including but not be limited to any claims for lost business or profit, consequential damages or otherwise, regardless of whether the Consortium and Participating Municipalities had been advised of the possibility of such damages. By way of example and not limitation, neither the Consortium nor the Participating Municipalities shall be liable to any EMS Provider for any claims of lost business or profit arising out of any finding of breach or declaration of default by the Consortium or Participating Municipalities. In furtherance of the foregoing, the EMS Providers voluntarily and knowingly waive and release any claim for business, consequential or similar damages resulting from the existence or implementation of this Agreement.

#### C. NOTIFICATIONS

The EMS Provider shall notify the Consortium whenever the State of Michigan Bureau of Emergency Medical Services or other State agency is conducting an investigation of any of its personnel or the operations that provide ambulance service to the Consortium.

#### **SECTION 14. VACATED SERVICE AREA SERVICE GUARANTEE**

In order to promote public safety and to ensure that emergency ground ambulance services are available in designated services areas, the parties covenant that if during the term of this Agreement (including any extension term) an EMS Provider is unable to provide emergency ground ambulance services in its designated Primary Ground Ambulance Service Area(s) for whatever reason, then the remaining EMS Providers will jointly provide such services in the impacted areas as designated and requested by the Consortium or its designee.

#### **SECTION 15. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT**

Any Participating Municipality or individual EMS Provider may withdraw from this Agreement without terminating this Agreement. Any withdrawal or termination must comply with the following provisions:

A. To the extent consistent with the foundational documents establishing the Consortium, at any time a Participating Municipality may withdraw from participation in the Agreement for cause by providing written notice to the Consortium subject to the following:

- In the event that a Participating Municipality withdraws from participation, the Consortium will immediately notify the affected EMS Provider of the withdrawal. The EMS Provider agrees to provide services for a period of up to 180-days, or until such time as mutually agreed between the EMS Provider and the withdrawing Participating Municipality.
- Withdrawal by a Participating Municipality does not impact the application of the terms of this Agreement to other parties to this Agreement.

B. In the event that an EMS Provider desires to withdraw from this Agreement it must provide written notice of the withdrawal not less than 180 days in advance of terminating services and must continue to provide service throughout the 180 day period at the expected levels as stated in this Agreement or until such time as the EMS Provider and Consortium mutually agree to terminate services. Withdrawal from this Agreement by an EMS Provider does not impact the application of the terms of this Agreement to other parties.

C. This Agreement may be terminated by the mutual consent of the parties subject to the following:

- The termination must be documented in writing between the Consortium and the EMS Providers
- The EMS Providers agree to fully comply with the obligations set forth in Section 16.

#### **SECTION 16. OUTGOING EMS PROVIDER PROVISIONS**

A withdrawing EMS Provider must continue to provide services in compliance with the provisions of this Agreement as set forth in Section 15.B. during the withdrawal period.

The parties agree that no records, data, or information, regardless of source, shall be erased, discarded, modified or removed from the premises of the EMS Provider outside the normal course of business activities, or modified without the specific written approval of the Consortium. Any information, spreadsheets, documents, data, or electronic media shall become the property of the Consortium. Any loss or damage to such records, materials or information, for any reason, may be replaced/recreated by the Consortium and the cost for such restoration paid by withdrawing EMS Provider.

Personnel records of employees shall, with the proper consent of employees, be released to the Consortium or its designee in a timely manner.

Unless otherwise specifically instructed, all requests pursuant to this Section 16 shall be met within two (2) weeks of written request for said documents.

It is expressly understood and agreed to by all parties that any delay, lack of submittal of requested or required information, or impedance of any kind on the part of the withdrawing EMS Provider as the Consortium attempts to exercise any or all of these provisions shall constitute a major breach of Agreement.

#### **Section 17. Miscellaneous**

##### **A. SUCCESSORS AND ASSIGNS**

This Agreement shall not be assigned by any party without the written consent of the other parties to this Agreement. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and permitted assigns of the parties to this Agreement.

##### **B. SEVERABILITY**

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement. In the event any provision of this Agreement is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.

##### **C. THIRD PARTIES**

This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

##### **D. NOTICES**

All notices and other communications provided for in this Agreement shall be in writing and shall be

deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.

**E. COUNTERPART EXECUTIONS; FACSIMILES AND ELECTRONIC MAIL**

The parties may execute this Agreement in any number of counterparts with the same effect as if all parties had signed the same physical document. Each party may transmit the executed copies in an imaged format to the other parties by facsimile or electronic mail, and the imaged copies shall have the same effect as if all parties had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

The parties have signed this Agreement as of the date first written above.

**[SIGNATURES ON FOLLOWING TWO PAGES]**

**EMS CONSORTIUM**, a joint endeavor pursuant to 2011 PA 258

**LIFE EMS, INC.**, a Michigan corporation

By: \_\_\_\_\_  
Kenneth Krombeen, Board Chairperson

By: \_\_\_\_\_  
Mark Meijer, President

By: \_\_\_\_\_  
Cameron Van Wyngarden, Board Secretary

Date signed: \_\_\_\_\_, 2016

Approved: January 14, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF EAST GRAND RAPIDS**, a Michigan municipal corporation

**PARAMED, INC.**, a Michigan corporation, d/b/a **AMERICAN MEDICAL RESPONSE**

By: \_\_\_\_\_  
Amna Seibold, Mayor

By: \_\_\_\_\_  
Richard Whipple, General Manager

By: \_\_\_\_\_  
Karen Brower, Clerk

Date signed: \_\_\_\_\_, 2016

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF GRAND RAPIDS**, a Michigan municipal corporation

**ROCKFORD AMBULANCE, INC.**, a Michigan nonprofit corporation

By: \_\_\_\_\_  
Rosalynn Bliss, Mayor

By: \_\_\_\_\_  
Roger C. Morgan, CEO

By: \_\_\_\_\_  
Darlene O'Neal, Clerk

Date signed: \_\_\_\_\_, 2016

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF GRANDVILLE**, a Michigan municipal corporation

By: \_\_\_\_\_  
Steve Maas, Mayor

By: \_\_\_\_\_  
Mary Mienes, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**PLAINFIELD CHARTER TOWNSHIP**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jay Spencer, Supervisor

By: \_\_\_\_\_  
Ruth Ann Karnes, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF KENTWOOD**, a Michigan municipal corporation

By: \_\_\_\_\_  
Stephen Kepley, Mayor

By: \_\_\_\_\_  
Dan Kasunic, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF WYOMING**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jack Poll, Mayor

By: \_\_\_\_\_  
Kelli VandenBerg, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016

**CITY OF ROCKFORD**, a Michigan municipal corporation

By: \_\_\_\_\_  
Jerry Coon, Mayor

By: \_\_\_\_\_  
Christine Bedford, Clerk

Approved: \_\_\_\_\_, 2016

Date signed: \_\_\_\_\_, 2016



## **Appendix B**

### **I. Response Time Interval Measurement Methodology**

EMS Providers response time interval performance shall be calculated on a monthly basis to determine compliance with the standards set forth in this contact. The EMS Provider will be held accountable for their response time interval performance regardless of how the request for service is received. In the monthly calculation of EMS Providers compliance to response time interval performance standards, every request from the Consortium service area shall be included. The following provisions will apply to how response time event data and intervals are captured and calculated.

#### ***A. Reporting Frequency & Data Validity***

Each EMS Provider shall submit its monthly response time interval performance report the Consortiums designee no later than the third Friday of the following month. The Consortiums designee shall validate the individual reports through the data submitted to ensure compliance. Failure to submit monthly reports or to inaccurately report data outside of the predetermined data definition and submission process will be considered a major breach. The Consortiums designee shall provide quarterly reports to the Consortium including summaries of operational successes and challenges.

#### ***B. Geo-Fencing***

As technology continues to evolve, the EMS Provider agrees to implement use of geo-fencing technology, or functional equivalent technology that meets with the approval of the Consortium, to reliably automate the time stamping of vehicle movement events (e.g., enroute to scene; at scene; enroute to hospital; at hospital). The implementation of geo-fencing technology shall be considered in future extensions of this Agreement.

#### ***C. Response Time Interval Calculation – Individual Response***

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or, between the Call Receipt and the time the ambulance is cancelled by a public safety agency.

#### ***D. Call Receipt***

Call Receipt is defined as when the EMS Provider's dispatch center receives adequate information to identify the location of the call and the Medical Priority Dispatch Protocol priority level.

#### ***E. At Scene***

"At Scene" time means the moment the first ambulance service licensed ALS vehicle, appropriately staffed, arrives and stops at the exact location where the vehicle shall be parked while the paramedic(s) exits to approach the patient and notifies dispatch (via MDC, AVL or voice). Crews will not report at scene until the vehicle has come to a complete stop.

A supervisory or other non-transport capable unit, licensed as an emergency response vehicle, that arrives prior to an ambulance and has ALS capability will count as the 'At Scene' time for the purposes of response time interval calculations. If a non-transporting supervisor vehicle arrives and meets the on-scene time requirement, the transporting ambulance must arrive to the scene, from the time of call receipt to arrival, under the subsequent time response standards for that response zone so as to avoid unnecessary delays in transporting the patient. For example, if a licensed ALS capable vehicle arrives on-scene within the response time standard for the prioritized medical call, the arriving transporting ambulance must arrive within the response times for a Priority II call. EMS Providers shall provide documentation on the response time arrival for the transporting ambulance that arrives on-scene.

In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non- secured scenes, gated communities or complexes, or

wilderness locations), arrival 'at scene' shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

#### ***F. Failure to Report at Scene Time***

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, EMS Provider may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced or the edit is validated through secure technological means.

### **II. Calculating Response Time Interval with Upgrades, Downgrades, Cancellations, Mutual Aid, and Turn-Overs**

In the event any of the following events occur during an Emergency ambulance response (with or without lights and sirens), the calculation of the response time interval determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

#### ***A. Upgrades***

If an assignment is upgraded to Priority 1 from Priority 2 or 3 prior to the arrival on scene of the ambulance, EMS Provider's compliance and penalties will be calculated based on time elapsed from call received to at scene at longer response time interval standard.

#### ***B. Downgrades***

If a call is downgraded prior to arrival on scene of the ambulance from Priority 1 to Priority 2 or 3, EMS Provider's compliance and penalties will be determined as follows:

- i) If the time of the downgrade occurs before the ambulance has exceeded the higher priority response time standard, the less stringent standard will apply. If the downgrade occurs after the ambulance has exceeded the higher priority response time standard, the more stringent standard will apply
- ii) Prioritization of Assignments to Responses Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses.

#### ***C. Canceled Calls***

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, EMS Providers compliance and penalties will be calculated based on the elapsed time from call receipt to the time the call was canceled if that time was greater than the time allowed for that priority time standard. Calls that are cancelled prior to arrival and where the cancellation occurs before the applicable response time will be not be counted or included in the monthly compliance reports.

#### ***D. Mutual Aid Responses***

EMS Provider shall not be held accountable for response time compliance for any assignment originating outside its Primary Ground Ambulance Service Area(s) that is turned over from another EMS Provider or in mutual aid outside of the Consortium service area.

#### ***E. Turn-Overs***

If the EMS Provider turns-over a response in its own Primary Ground Ambulance Service Area(s) to another EMS Provider the EMS Provider turning over the response will still be held accountable for the response time interval performance to include their response time and that of the EMS Provider taking the response. The EMS Provider taking the response will be held accountable for their performance from their own time of call receipt from the EMS Provider that turned-over the response.

- i) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time interval for the first arriving ambulance will be used to compute the response time interval for that incident.

### ***III. PRIORITIZATION OF ASSIGNMENTS TO RESPONSES<sup>3</sup>***

Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses. If an ambulance is reassigned enroute or cancelled prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the assigned priority of the initial or the upgraded priority - whichever is shorter. Response times will be calculated from the time a call is received until the assigned ambulance arrives on scene, diverted, or original response.

### ***IV. RESPONSE TIME EXCEPTIONS AND EXCEPTION REQUESTS***

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the EMS Provider's control or awareness will not be grounds to grant an exception to compliance with the Response Time Standard.

Exceptions may be requested and must be submitted in writing to the Consortium or designee. A request must be submitted no later than the submission date of the monthly response time compliance report (in which the event or exclusion is requested) or be included within the report, unless otherwise specified within the Agreement. Exception requests may be submitted to the Consortium or designee for the following:

#### ***A. Unusual System Overload***

EMS Provider shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond EMS Provider's reasonable control affect the achievement of specified response time standards.

Unusual system overload is defined as one-hundred twenty-five (125) percent of the service area average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. It will be up to the EMS Provider to provide the historical demand data analysis to show the average demand for the day or week / hours of day applicable to the for an unusual overload exception. The Consortium or designee may request an audit of the data used to generate the historical demand data analysis before granting the exception.

#### ***B. Multi-Casualty Incidents, Multi-Patient, Disasters, or Severe Weather***

The Response Time requirements may be suspended at the sole discretion of the Consortium or designee during a declared multi-casualty or multi-patient incident in the designated service area.

Requests during a disaster confirmed by local or regional authorities in which the EMS Provider is rendering assistance will be considered. During such periods, the EMS Provider shall use best efforts to simultaneously maintain coverage within their service area while providing disaster assistance as needed.

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<sup>3</sup> Med 1, Med 2 and Med 3 are used interchangeably with Priority 1, Priority 2 and Priority 3, respectively, for the purposes of responses to scenes. Medical first responders are typically assigned a Med level, where ambulances are assigned a Priority level. MFR vehicles respond with lights and siren to Echo, Med 1 and 2 calls. Ambulances respond with lights and siren only to Echo and Priority 1 calls.

Upon resolution of the disaster event, the EMS Provider may apply to the Consortium or designee for retrospective exemptions on late responses accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter.

Requests occurring during a period of unusually severe weather conditions; such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. During these periods, the EMS Provider may apply retrospectively to the Consortium or designee for exemptions to late runs. To qualify, the EMS Provider must provide sufficient documentation supporting such conditions. Reasonable effort must be shown by the EMS Provider that mitigation measures were employed (i.e. additional unit hours added) if an advance weather warning was issued by the weather service.

### ***C. Mutual Aid***

If the EMS Provider responds to requests for mutual aid in times of disaster, the Consortium or designee may also grant response time interval performance exceptions.

### ***D. Hospital Divert***

The Consortium recognizes that when area hospitals go on ambulance divert the result is an increase of a longer transport distance that places demands on the system beyond the EMS Providers control. During these periods the EMS Provider may apply retrospectively to the Consortium or designee for exemption to late runs. To qualify the EMS Provider must provide sufficient documentation showing the impact to unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

### ***E. Access***

The Consortium recognizes specific conditions that limit access to the location of a call and are beyond the EMS Provider's control. To qualify the EMS Provider must provide sufficient documentation showing one of the following three conditions listed above was met:

- Access blocked by train without an alternate route with equal or superior time of travel and without railroad crossing;
- Slowed by following first responder unit to scene of call;
- Construction if not previously known by the EMS Provider or if known the EMS Provider did not have reasonable means to mitigate its impact.

Audible notification to dispatch of the circumstance, does not, in and of itself provide adequate documentation of the cause of the delay. Notification to Dispatch, combined with AVL or other secure technology or other methods may be acceptable, as determined by the Consortium or designee.

### ***F. Good Cause***

The Consortium or designee may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and EMS Provider must have demonstrated a good faith effort to respond to the call(s).

## ***V. EXCEPTION REQUEST PROCEDURE***

If EMS Provider feels that any response or group of responses should be excluded from the calculation of response time interval compliance due to unusual factors beyond EMS Providers reasonable control, the EMS Provider must provide detailed documentation for each response in question to the Consortium or designee and request that those responses be excluded from calculations and late penalties. Any such request must be in writing and received by the Consortium or designee along with that month's

performance reports. A request for an exception received after that time will not be considered. The Consortium or designee will review each exception request and make a decision for approval or denial. It is the EMS Provider's responsibility to request an exception.

At the sole discretion of the Consortium or designee, calls with extended Chute Times (the time interval from Dispatch to ambulance enroute) of more than two (2) minutes may be excluded from consideration as Exceptions.

All decisions by the Consortium (or designate) shall be considered final.

**VI. DOCUMENTATION OF INCIDENT TIME INTERVALS**

The EMS Provider shall document all times necessary to determine total ambulance Response Time intervals, including, but not limited to, time call received by the ambulance dispatch center, time location verified, time ambulance crew assigned, time enroute to scene, arrival at scene time, time departed patient, time enroute to hospital, and arrival at hospital or emergency department, Urgent Care, Procedure Facility, Nursing Home, Patients Home, or other medically acceptable location). Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the electronic Patient Care Report (ePCR) and/or in EMS Providers computer aided dispatch system.



## CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

### MAILBOX REPLACEMENT POLICY

#### PURPOSE:

To establish a uniform requirement for the installation of curbside mailboxes along street right-of-way that provides for efficient and adequate snow clearance, right-of-way maintenance, enhancement of traffic safety and establish standards for reimbursing or replacing property owners for damage to curbside mailboxes.

#### MAILBOX REPLACEMENT:

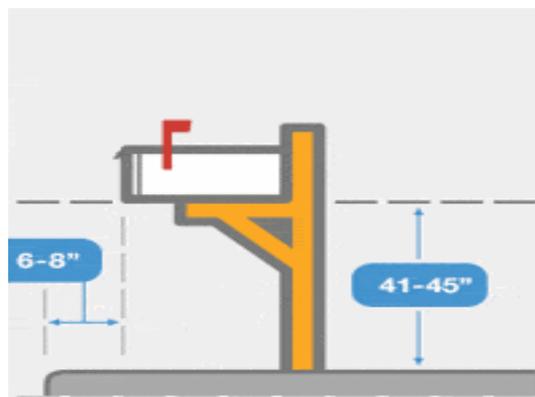
When the City is contacted by a resident with respect to a damaged mailbox/post a City employee will be dispatched to inspect the damage in accordance with the standards noted below.

The City will replace curbside mailboxes only when it has determined that all of the following apply:

1. The damage was caused by physical contact with a plow blade or force of plowed snow.
2. The mailbox and post were in good condition (no existing damage, tape, cords, rot, rust, etc.).

The City will not replace mailboxes when the City has determined any of the following apply:

1. The mailbox and post were not in good condition (existing damage, tape, cords, rot, rust, etc. is present).
2. The mailbox damaged was not installed within United States Postal Service installation requirements/guidelines: placement of the front of the mailbox shall be set back 6-8 inches from the face of the curb or on streets without curb the edge of the pavement and the bottom of the mailbox shall be between 41 inches and 45 inches from the top of the pavement (\*see USPS regulation illustration).



Replacement options available to residents for eligible damaged mailboxes and/or posts by the City are:

1. The City will provide and install a standard metal USPS mailbox with a standard 4 inch by 4 inch wood post (individually or together depending on what is damaged).
2. The City will reimburse residents up to \$40 for a mailbox and up to an additional \$40 for a post (individually or together depending on what is damaged). In order to be reimbursed, residents need to provide documentation that mailboxes and/or posts are USPS approved and installed to USPS regulations. Residents must also provide paid receipts. The City is not responsible for installation or costs associated with installation under this option. Reimbursement limited to the cost of mailboxes and posts only.
3. If either of the first two options are not selected, an appeal may be made by a resident to the Finance Committee for an agreed to depreciated value of a mailbox and/or post.

#### EFFECTIVE DATE:



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

DOUG LA FAVE  
ASSISTANT CITY MANAGER

## MEMORANDUM

TO: Honorable Mayor and City Commissioners  
FROM: Doug La Fave, Assistant City Manager  
DATE: 2/24/2016

RE: 2016 Lake Drive Project-MDOT Resolution

Action Requested: That the City Commission approve a resolution authorizing the Mayor and City Clerk to sign project contracts with the Michigan Department of Transportation (MDOT) for the 2016 Lake Drive project.

Background: MDOT administers federal road funds that are awarded to local communities. The City of East Grand Rapids is eligible to receive \$600,000 in federal funds towards the 2016 Lake Drive project. MDOT requires a formal resolution be approved and submitted by local governing boards noting authorized signatories for contracts. Pursuant to Section 1.138 of the City Code, the Mayor and City Clerk are authorized to sign such contracts.

---

Brian Donovan, City Manager

RESOLUTION

WHEREAS, the City of East Grand Rapids intends to grind and resurface and reconstruct Lake Drive between Bagley and Conlon to include hot mix asphalt, sidewalk ramps, traffic signal, permanent signing, pavement markings, decorative brick crosswalk and ornamental traffic signal, storm sewer, concrete curb and gutter and bulb out curbing; and

WHEREAS, pursuant to federal regulations, funds have been provided for the construction of improvements to eligible roads and projects; and

WHEREAS, the Michigan Department of Transportation administers federal funds for local eligible projects.

NOW, THEREFORE, BE IT RESOLVED That the City of East Grand Rapids enter into Contract No. 16-5044, Job No. 120894A; 124399A with the Michigan Department of Transportation in order to obtain federal funds for the construction of said project.

FURTHER RESOLVED That the Mayor and City Clerk shall sign said contract pursuant to Section 1.138 of the City Code.

Adopted by the East Grand Rapids City Commission on \_\_\_\_\_ 2016

\_\_\_\_\_  
Karen Brower, City Clerk



CITY OF  
EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

MEMORANDUM

TO: Mayor and City Commissioners  
 FROM: Karen Brower, City Clerk  
 DATE: February 17, 2016  
 RE: Meeting Dates

Attached is a list of meeting dates for FY 2016-17 for the City Commission, Planning Commission, Finance Committee, Traffic Commission, Library Commission, the Parks & Recreation Commission and the Board of Review.

All meetings are scheduled to be held at the East Grand Rapids Community Center.

As required by City ordinance, this list will be posted on the bulletin board inside the vestibule at the Community Center as a public notice.

---

Brian Donovan, City Manager

/9114  
Attachment



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

## COMMISSION MEETING DATES FY 2016-17

CITY COMMISSION <u>6:00 p.m.</u>	FINANCE COMMITTEE <u>7:30 a.m.</u>	PLANNING COMMISSION <u>5:30 p.m.</u>	PARKS & RECREATION COMMISSION <u>6:00 p.m.</u>
07/05/16 *	07/01/16	07/12/16	07/11/16
07/18/16	07/15/16	08/09/16	08/08/16
08/01/16	07/29/16	09/13/16	09/12/16
08/15/16	08/12/16	10/11/16	10/10/16
09/06/16 *	09/02/16	11/08/16	11/14/16
09/19/16	09/16/16	12/13/16	12/12/16
10/03/16	09/30/16	01/10/17	01/09/17
10/17/16	10/14/16	02/14/17	02/13/17
11/07/16	11/04/16	03/14/17	03/13/17
11/21/16	11/18/16	04/11/17	04/10/17
12/05/16	12/02/16	05/09/17	05/08/17
12/19/16	12/16/16	06/13/17	06/12/17
01/02/17	12/30/16		
01/16/17	01/13/17		
02/06/17	02/03/17	TRAFFIC COMMISSION	LIBRARY COMMISSION
02/20/17	02/17/17	<u>5:30 p.m.</u>	<u>7:00 p.m.</u>
03/06/17	03/03/17		
03/20/17	03/17/17	07/25/16	09/26/16
04/03/17	03/31/17	08/22/16	01/23/17
04/17/17	04/13/17 *	09/26/16	04/24/17
05/01/17	04/28/17	10/24/16	
05/15/17	05/12/17	11/28/16	
06/05/17	06/02/17	12/27/16 *	BOARD OF REVIEW
06/19/17	06/16/17	01/23/17	<i>(see office for times)</i>
		02/27/17	
		03/27/17	07/19/16
		04/24/17	12/13/16
		05/22/17	03/07/17
		06/26/17	03/13/17
			03/14/17



### MEMORANDUM

TO: Mayor and City Commissioners  
FROM: Fred S. Bunn, Director of Parks and Recreation  
DATE: March 2, 2016  
  
RE: July 4th Fireworks

**ACTION REQUESTED:** That the City Commission approve the Permit for Fireworks submitted by Great Lakes Fireworks on behalf of the City of East Grand Rapids for 2016.

**BACKGROUND:** Great Lakes Fireworks will once again be providing their services for our fireworks display on July 4. Each year the Michigan Department of Licensing & Regulatory Affairs requires the governing body to approve a "Permit for Fireworks Other Than Consumer or Low Impact" allowing the vendor (Great Lakes Fireworks) to transport, set up and display fireworks. Upon Commission approval the Mayor or designee will sign the permit and copies will be sent to Great Lakes Fireworks for their files.

The information has been reviewed by the Finance Committee and found to be in order.

---

Brian Donovan, City Manager

I:\Fireworks\City Comm Approval Memo.doc

# City of East Grand Rapids, Michigan



## MEMORANDUM

TO: Mayor and City Commissioners  
FROM: Gary Veldhof, Information Technology Analyst  
DATE: February 5, 2016  
RE: Replacement Computer Purchases

**Action Requested:** The City Commission approve the purchase of computer hardware from Southern Computer Warehouse (SCW) in the amount of \$8,998.00.

**Background:** Included in the 2015-2016 budget is \$12,000.00 for the purchase of fourteen (14) replacement computers and one (1) Notebook PC. The replacement computers are for use in the following departments: City Manager (1 PC), Finance (2 PC's), Parks & Recreation (3 PC's), Public Works (3 PC's) and Public Safety (5 PC's). The Notebook is for use by all departments as needed.

Attached for your review is a bid summary of all bids received as well as a copies of the bid to be accepted. Original bid request was for 15 desktops as the Notebook was included in that number in error. SCW has indicated that the new quantity will not affect the price.

SCW is the recommended vendor with the lowest pricing on all items. The City has purchased from SCW in the past and there have been no issues with the items purchased or service provided. The City has purchased HP systems for the past 10+ years and quality and support from the company has been good. All warranty issues will be handled directly through HP.

The Finance Committee has reviewed this request and found it in order.

---

Brian Donovan, City Manager

## MUNICIPAL OFFICES

750 Lakeside Drive SE • East Grand Rapids, Michigan 49506  
Telephone (616)-949-1750 Fax (616)-831-6144 [www.eastgr.org](http://www.eastgr.org)

Partners with

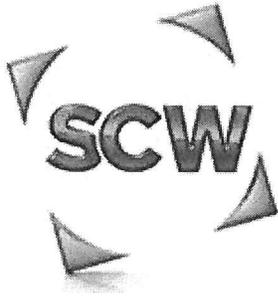


CITY OF EAST GRAND RAPIDS COMPUTER PURCHASE BID SUMMARY FISCAL YEAR 15-16										
Item	Product Number	Qty.	AI Rameh Trading	Civitas-IT	Corporate Technologies	Fusion-IT	i3 Business	JW Affinity	Ocean Inc	
Small Form Factor Desktop PC	HP ProDesk 600 G1 - G5R59UT Dell OptiPlex 3040 SFF*	14	\$ 755.00	\$ 610.44	\$ 699.00	\$ 782.50	\$ 691.26	\$ 742.23	\$ 630.00	
Extended			\$ 10,570.00	\$ 8,546.16	\$ 9,786.00	\$ 10,955.00	\$ 9,677.64	\$ 10,391.22	\$ 8,820.00	
Notebook PC	HP Probook 450 G3 - T3L12UT	1	\$ 687.00	\$ 590.41	\$ 633.00	\$ 746.35	\$ 623.94	\$ 617.69	\$ 596.00	
Extended			\$ 687.00	\$ 590.41	\$ 633.00	\$ 746.35	\$ 623.94	\$ 617.69	\$ 596.00	
Freight			\$ 831.00	\$ -	\$ -	\$ -	\$ 127.00	\$ -	\$ -	
<b>TOTAL</b>			\$ 12,088.00	\$ 9,136.57	\$ 10,419.00	\$ 11,701.35	\$ 10,428.58	\$ 11,008.91	\$ 9,416.00	

Item	Product Number	Qty.	Oneida Business	Precision Data	SCW	Sterling	USC Canterbury	Zylatech	Total
Small Form Factor Desktop PC	HP ProDesk 600 G1 - G5R59UT Dell OptiPlex 3040 SFF*	14	\$ 667.30	\$ 642.10	\$ 600.98	\$ 620.00	\$ 699.00	\$ 8,413.44	
Extended			\$ 9,342.20	\$ 8,989.40	\$ 8,413.44	\$ 8,680.00	\$ 9,786.00		
Notebook PC	HP Probook 450 G3 - T3L12UT	1	\$ 662.86	\$ 633.35	\$ 584.56	\$ 650.00	\$ 604.00	\$ 629.00	\$ 584.56
Extended			\$ 662.86	\$ 633.35	\$ 584.56	\$ 650.00	\$ 604.00	\$ 629.00	
Freight			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>			\$ 10,005.06	\$ 9,622.75	\$ 8,998.00	\$ 9,330.00	\$ 9,284.00	\$ 10,415.00	\$ 8,998.00

\*Unit has a different processor i5-6500 that provides slightly lower PassMark CPU benchmark (7,068 vs 7,212)



**Southern Computer Warehouse**  
 1395 S. Marietta Parkway  
 Building 300  
 Marietta, Georgia 30067  
 United States  
<http://www.scw.com>  
 (P) 877-GOTOSCW  
 (F) 770.579.8937

**Quotation (Open)**

**Date**  
 Jan 21, 2016 03:01 PM EST

**Doc #**  
 1094743 - rev 1 of 1

**Description**  
 Computer Systems Proposal

**SalesRep**  
 Dilg, Travis  
 (P) 1-877-468-6729

**Customer Contact**  
 Veldhof, Gary  
 (P) 616-949-2110  
[gveldhof@eastgr.org](mailto:gveldhof@eastgr.org)

**Customer**  
 City of East Grand Rapids  
 MI (A19211)  
 Veldhof, Gary  
 750 Lakeside Dr SE  
 E Grand Rapids, MI 49506  
 United States  
 (P) 616-949-2110

**Bill To**  
 City of East Grand Rapids MI  
 Payable, Accounts  
 750 Lakeside Dr SE  
 E Grand Rapids, MI 49506  
 United States  
 (P) 616-949-2110  
 (F) 616-940-4884

**Ship To**  
 City of East Grand Rapids MI  
 REF#, Attn  
 750 Lakeside Dr SE  
 E Grand Rapids, MI 49506  
 United States  
 (P) 616-949-2110  
 (F) 616-940-4884

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> GROUND
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
1	HP ProDesk 600 G1 SFF - 1 x Core i5 4590 / 3.3 GHz - RAM 8 GB - HDD 500 GB - DVD SuperMulti - HD Graphics 4600 - GigE - Windows 7 Pro 64-bit / Windows 8.1 Pro downgrade - pre-installed: Windows 7 - vPro - Monitor : none - Smart Buy	G5R59UT#ABA	15	\$600.96	\$9,014.40
2	HP Inc. - 450 i5 6200U 15.6 500G 4G	T3L12UT#ABA	1	\$584.56	\$584.56

Subtotal: \$9,598.96  
 Tax (0.000%): \$0.00  
 Shipping: \$0.00  
**Total: \$9,598.96**

Quote valid for 30 days unless formal bid provides different term.  
 Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number.  
 RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.