

CALLED MEETING

COMMISSION CHAMBER

January 25, 2023

Augusta Richmond County Commission convened at 1:00 p.m., Wednesday, January 25, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Garrett, Mason, Frantom, Williams, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: -- means a lot and I apologize for the short notice for this meeting. Madam Clerk, with that being said I want to call this meeting to order please.

The Clerk: Yes, sir. The purpose of today's meeting is to discuss emergency management services in Richmond County.

Mr. Mayor: Thank you, Madam Clerk. Today is unfortunately that I didn't anticipate on being here regarding this matter that is so critically important to our community. Our ambulance service provider has submitted their surrender of the zone to the EMS VI Council effective January 31, 2023. They expressed verbally yesterday and also we received written notice from the Department of Public Health. With that being said as your Mayor and as this body as a Commission, we have to take a plan of action to ensure that our citizens are going to receive ambulance service beginning February 1 so that is the intent and that is the purpose of this meeting. So to bring you up to speed I reached out to the Commissioner for the Department of Public Health, Ms. Toomey, and could not get her but I did get her deputy, Dr. Rushton, who has expressed to me that he is aware that Gold Cross has surrendered the zone and they are in the process of planning some temporary emergency or ambulance service for the City of Augusta. They are actually compiling a list of providers probably as we speak. I then asked if there is any consideration for Gold Cross to consider extending their timeframe to 60 or 120 days and that the state could take a position to help the City of Augusta out being Georgia's second largest city and they informed me that it was not a requirement nor could they mandate Gold Cross to extend their tenure. We have some important decisions to make today about how we move forward. The meeting with the senior leadership team with Administrator Douse, General Counsel Wayne Brown, we have actively been engaged in conversations about putting a plan together so that we are prepared to meet the needs of the citizens of Augusta Richmond County. Part of those plans include some help from the state. As I mentioned earlier the state has pledged that on February 1 they will have some temporary service providers in Augusta to assist us. It's probably going to be service providers from different parts of the state. It could be one provider, it could be many providers. We don't know, however, as a city we've moved forward, we've engaged our Procurement Department to also compile a list of providers so that we prepare adequately as your leadership team here at the City of Augusta and with that being said, we're just going to have a discussion about how we can proceed to make sure that we have prepared and properly for what's coming on February 1. Another option is to ask Gold Cross for consideration to operate on a month-to-month basis if they so be willing so those are the items of discussion that are on the table, and I would gladly ask for any engagement from anyone on this body as to how we can proceed. First person in the queue I have Commissioner from the 1<sup>st</sup>, Commissioners Johnson.

Mr. Johnson: Thank you, Mr. Mayor. You made some great points and I agree with you wholeheartedly that this community is looking for a decision and we've got to make some choices today. With that being said I know yesterday we talked briefly about going back into negotiations with staff and Gold Cross so that we can figure this thing out in a transparent manner. I want to know is that something that can be agreed upon and maybe Vince or Steven or somebody can come up and answer that question. Would that be something that would be able to be agree upon to give us an opportunity to have our staff go back to the table with Gold Cross to figure out the details before I believe we said the 31<sup>st</sup>. And here's the thing. I don't that has to be this volatile especially being that we're willing to have a conversation about what's going on. I understand that in the past these conversations were not as nice as we're trying to make them out to be now so I get the sour taste, 100%. But I also know that since yesterday's meeting we have had such an outpour from the community whether that be positive or negative I think today's conversation should be how do we make sure that if Grandma falls, we're able to pick her up and so if your half commissioners on the record saying that we're willing to come to the table to discuss, not we but our staff, discuss a path forward I think that the cordial thing to do, cleaning the slate of past commissioners, past (inaudible), past fuss would be to let us go back to the table and have a conversation with transparency in our community in mind. And if that is not something that we can agree to would Gold Cross be willing to go on a month-to-month and so we can have a smooth transition. Again, I can speak for myself and myself only. I've never said that I wanted Gold Cross out of this county. That's rhetoric that someone else created. How can we reach this middle ground today?

Mr. Mayor: Thank you, Commissioner Johnson.

Mr. Johnson: Thank you, sir.

Mr. Mayor: Mr. Vincent, please state your name and address.

Mr. Vincent: Steven Vincent. 535 Telfair Street it feels like, but 4328 Wheeler Road, Martinez, Georgia. The issue at hand right now, Commissioner Johnson, is we have surrendered the zone. The process of opening the zone is in place as we speak. It will only be open for 10 days while they take proposals. There is no way this can be a lengthy process. You have to have a zone proposal in probably within two weeks to the state. If not, then there would be whoever applies for it will get it. Augusta will not be able to apply for it without assistance from a provider because you do not have the resources to do the zone presently. So the issue that you're facing is if we say, okay, we're going to come back to the table then go through committee, then go through Commission, that's simply not possible with the current timeline that is required by law for zoning. Zoning can only be open for ten days and it closes. And it's my understanding it will be open probably tomorrow or within a couple of days because we've surrendered the zone.

Mr. Mayor: Thank you, Mr. Vincent. I see commissioner from the 7<sup>th</sup>, Commissioner Frantom.

Mr. Frantom: Thank you, Mr. Mayor. Based on, Mayor, what you said about a list of providers and from the state level, number one, do we know the streamline of how if someone dials 911 on February 1 how that's going to go through the system through these providers? Like

how does that even work and number two, is there something that this city is going to have to pay these providers or is that going to have to be paid from the state based on the services they're bringing to our community? Do we know who is going to foot the bill on how that's going to work?

Mr. Mayor: Commissioner, I can answer one question on who is going to foot the bill and that will be, if there is a subsidy, will be the City of Augusta. As to how the system will work if someone calls 911, I would ask that if we can get Chief Burden if you don't mind to come up and address that question, please?

Mr. Frantom: Can I follow up on what you just said real fast?

Mr. Mayor: Yes, sir.

Mr. Frantom: You said the City of Augusta will foot the bill. Is that going to be a state mandated amount that whatever they say is what we'll pay kind of thing?

Mr. Mayor: It's not a state mandated amount. It's an amount that's set forth by the provider.

Mr. Frantom: Gotcha. We don't really have a say. Okay. Chief Burden, if you can kind of speak on how that's going to work come February 1 because obviously, we all have concerns of what it's going to look like.

Mr. Mayor: And, Chief Burden, I may need Daniel Dunlap up.

Chief Burden: Good afternoon. Really at the crux of that your question really entails radio traffic and dispatch to that emergency. And so one, in working in collaboration with E911 to ensure that that traffic gets dispatched to those units that may be operating in our zone and so currently the department is assessing our resources to be able to support that effort.

Mr. Frantom: When the state mandates whoever this provider is will they be required to be stationed in Richmond County or will they just come from wherever they're coming from based on a call?

Chief Burden: That is a great question. I think logistically to be able to answer a call they would need to be in the zone. To be able to respond, depending upon which agency is in the area, my thought is that they would need to be in the zone to be able to respond to calls.

Mr. Frantom: If this happens on February 1, will the City of Augusta have any say in this or is the state basically saying this is the way it is, this is how it's going to be?

Chief Burden: The state provides a list of temporary service providers. The City of Augusta gets the opportunity to choose. It could be one provider or it could be several providers depending upon the availability of how many ambulances are available across the state.

Mr. Frantom: But as far as like what we require is basically what we'll pay for kind of thing, is that correct?

Chief Burden: Again, it all depends on the provider. There could be some providers that say we don't need a subsidy and there are others that say we require a subsidy so it depends on the provider.

Mr. Frantom: Thank you.

Mr. Mayor: Mr. Dunlap.

Mr. Dunlap: Thank you, Mayor. There is one other element that comes in and that's the initial 911 call. Our staff, currently we answer the call and transfer it over to the EMS provider. We will have to take that information and go through the emergency medical dispatch protocol system which all of our staff are currently emergency medical dispatch certified and we do have the equipment in order to ask the questions so that's the other element on top of the radio traffic.

Mr. Mayor: Thank you, Mr. Dunlap.

Mr. Dunlap: Sure.

Mr. Mayor: The Chair now recognizes commissioner from the 4<sup>th</sup>, Commissioner Mason.

Mr. Mason: Thank you, Mr. Mayor, I appreciate that. I don't have any questions for you all. I appreciate the information I've heard so far. We're in a very serious situation here. My soldiers, sailors, airmen and marines, civilians, dependents out at Ft. Gordon are extremely concerned. My VA veterans are extremely concerned, the entire community is concerned. In a couple of weeks we're going to have thousands of bicyclists here. It's our job to make sure that the city is covered from an emergency and a safety standpoint. In two or three months the world is going to be here. It's our job to ensure not only those that live here but those that come to work and play safety and security is covered. And so while we sit here contemplating on whether or not we want to do a month-to-month or whether we get a list of providers, from a contracting standpoint you have no idea what that provider will charge you, especially, now, consider this. They know the situation we're in. They're listening, they've heard it. If you think they're going to come here and charge you something less or not charge you at all, I've got some land to sell you in New Mexico and I don't have no land. That's just not going to happen. So we're operating, we're about to operate from a standpoint of weakness from a contractual standpoint when in fact we ought to be operating from a standpoint of strength. We've boxes ourselves in now. If we have no service, we're at the mercy of those who can provide us that service. You don't need any type of degree to figure that out. And so that puts us on the short end there. Now we get multiple providers, let's say that, and they have different amounts. We don't know what their response times are. How many ambulances are we going to get? Is it going to be enough to cover our city? These are all questions that are just tossed out there that at this point we do not know. But what we do know is we have an opportunity to tighten our ship here in Augusta Richmond County and assure that our citizens are covered and that we have the right scope of work for this company and then hold them accountable with the appropriate fees and fines that we have in there. Everyone on this Commission has complained about response times, number of ambulances and these types of things and that's why we want to bring that contract forward that addresses all those things that

we all know that there is some issue with to some level or some standard. We're the second largest, some say the third in the state of Georgia, and I don't recall and I don't know if EMS Council recalls for a city this size ever even happening before. I don't know if this is a precedent or where we stand, but we have an opportunity to drive the train and not be a passenger on it, Mr. Mayor, and I hope that we'll drive that train today and not just get on and ride. Thank you.

Mr. Mayor: Thank you, Commissioner Mason. The Chair recognizes the commissioner from the 1<sup>st</sup>.

Mr. Johnson: Thank you, Mr. Mayor. I'm glad that Commissioner Mason mentioned the contract because I do believe that that's still the elephant in the room. I just have a simple question. Being that Gold Cross surrendered the zone and the contract that the Administrator recommended was written with Gold Cross as the provider, would we then have to have another contract drafted with them not as the provider or as the zone provider? And maybe that's a question for the attorney, maybe that's a question, I don't know who that's for but they surrendered the zone so where does that leave us with the Administrator's contract?

Mr. Mayor: Attorney Brown, I'm going to ask you to chime in.

Mr. Brown: If it is the will of the body to enter a contract with Gold Cross, it would not be the proposed contract as written given the length of time and the greater and more important factor is that Gold Cross is no longer the zone provider and I don't have an idea of what you envision or when a contract will become effective as Gold Cross is not the zone provider. It's my understanding that Gold Cross cannot say today, "Oh, I reverse myself. We will be the zone provider." My understanding is that that is a done deal as I believe Mr. Vincent stated in so many words in terms of their posture. So the contract that staff presented and proposed was for a condition that no longer exists so the contract would have to be renegotiated along the terms that we would hope that the Commission would outline to give the staff some direction if that is the desire of the Commission.

Mr. Johnson: Follow up, Mr. Mayor.

Mr. Mayor: Please.

Mr. Johnson: And that speaks back to my substitute motion yesterday that went five/five and was broken in the no. That goes back to my original comment just now. Gold Cross didn't have to give the zone back because negotiations were being offered and we're sitting here now saying okay, we need to get a contract which I agree we have to go to the table anyway because the contract that was drafted originally was them having the zone. So how can we move forward with Gold Cross as we should without going back to the table? This is not Disneyland. This is a government. We have to go back to the table. We go back to the table, we flesh out the contracts, Grandma gets picked up. What are we afraid of?

Mr. Mayor: Unfortunately, Commissioner Johnson, Gold Cross has executed the aught clause and surrendered the zone.

Mr. Johnson: So with that, just another follow up question. I'm done, I'm not going back in the queue after that. I can't promise that. With that being said, are we even able to offer them a contract at all?

Mr. Mayor: Attorney Brown, but with my opinion that with six votes –

Mr. Johnson: No, sir. No, sir.

Mr. Mayor: Attorney Brown.

Mr. Johnson: No, sir. If we just got done saying and I'm just going to follow up and take my time that's allotted through the rules and procedures, we just got done saying that Gold Cross relinquished the zone and that the current contract or the contract that the Administrator recommended and the contract that was tweaked was written with Gold Cross as the zone provider, how can we offer them a contract or offer them any contract right now without rewriting a contract that does not have them as the zone provider? We can't give them a contract with them as the zone provider if they're not the zone provider and that's the only question I would like to get clarity on. I'm not trying to oppose this. I need clarity on it.

Mr. Mayor: Attorney Brown.

Mr. Brown: It is my understanding, Commissioner Johnson and the Commission, that right now the zone is in the hands of the state. They are in serious preparation and activity to provide the temporary EMS services as outlined by their rules and that they will open the zone for bids and the process of that bid will lead to the next zone provider.

Mr. Johnson: So if we have six votes to pass the contract that the Administrator proposed to us, would we be in order to do that?

Mr. Brown: The contract that was before the Commission with Gold Cross being the zone provider, that contract itself states that if Gold Cross is not the zone provider, that contract is terminated. Gold Cross is already in the status of not being the zone provider. The contract is no longer applicable.

Mr. Johnson: So we could do business with Gold Cross but we would need to draft another contract? Am I understanding that correctly?

Mr. Brown: At some point this body may be able to do business with Gold Cross. I'm not sure what business you would do in terms of status or when and for how long. It is not clear at this point I do believe Augusta has control of the zone. EMS service is provided by the Department of Health. Local jurisdictions do not have the right to design and put in place without permission EMS service in any jurisdiction.

Mr. Johnson: Thank you, Mr. Mayor. I yield back.

Mr. Mayor: Thank you. Mr. Vincent, are you still in control of the zone today?

Mr. Vincent: No. The zone has been surrendered. The zone will be open for ten days. That's not a process you can delay. That is state law. I believe each of you got the zoning plan, the list of how it goes. A new provider by state law has to be named by February 15. Without a contract Augusta cannot apply for the zone. You do not have the resources or the ability to apply. If you want control of the zone, if Augusta wants control of the Augusta zone, you have to apply for it in the next ten days when it's opened. It is only open for ten days. If you do not have a contract in place, someone else from outside of Augusta is going to come in and they will have your zone.

Mr. Mayor: Thank you, sir. And just for clarity and just for informational purposes, I do want to share with my colleagues that this is a serious matter that's being discussed at the state level. They are hoping that we are able to reach some decision and come to some terms so they don't have to take action so with that said, I want to recognize the commissioner from the 10<sup>th</sup>, Mr. Guilfoyle.

Mr. Guilfoyle: Thank you, Mr. Mayor. This is for the attorney if I could speak with him, Mr. Mayor.

Mr. Brown: Yes, sir.

Mr. Guilfoyle: Attorney Brown, as far as the wording in the contract where it shows that Gold Cross is the zone provider, why can't we just scratch that. We had documents come before us the same day as our meeting, no different than last week when the COVID policy, it was sent to us at 10:11 o'clock that morning that showed the red line version and that would make the contract whole again. Would that be correct?

Mr. Brown: I do not think so, sir.

Mr. Guilfoyle: Why not?

Mr. Brown: But what you asked was can Gold Cross be renamed not the provider but an entity that we contract with. The answer to that part would be yes. We can contract with Gold Cross for certain services, but we have to have the capacity to contract with them regarding EMS services. The zone as Mr. Vincent stated is in the hands of the state.

Mr. Guilfoyle: That's fine but what I'm saying is delete the zone provider out of the contract that way it makes that contract whole at that moment to where it just shows Gold Cross doing business with Augusta Richmond County.

Mr. Brown: Are you referring to the business as running ambulances here?

Mr. Guilfoyle: Excuse me?

Mr. Brown: Are you referring to them running EMS service here?

Mr. Guilfoyle: Providing service for Augusta Richmond County, yes, sir.

Mr. Brown: Augusta cannot run EMS services until it gets permission from the state.

Mr. Guilfoyle: Can I get some clarity on that because I believe that Gold Cross did not have the zone prior and we were doing business with Gold Cross before Gold Cross did a co-zone and then they obtained the zone.

Mr. Brown: We would have to have the capacity direct or indirectly as being a provider.

Mr. Guilfoyle: I understand. We're going to hear it from Mr. Vincent. My problem is that the staff has been aware of what we've been trying to get accomplished since January 3 moving forward and no extra work has been put into this until the day of the meeting and if it has not, why are we still discussing what this contract, breach of contract I believe what the 911 Director had said two weeks ago and then last week it's still a breach of contract and here we are today and it's still not correct. It doesn't fall, none of us on this Commission are attorneys. We have to rely on you to give us the correct wording, look out for Augusta Richmond County but not the day of.

Mr. Johnson: Point of order, Mr. Mayor.

Mr. Guilfoyle: It would be nice if we come prepared but as far as –

Mr. Johnson: Point of order, Mr. Mayor. We have a commissioner attempting to ask a question but also intimidate staff in the process –

Mr. Guilfoyle: No, sir. I wasn't intimidating –

Mr. Johnson: That's what it sounds like to me, Mr. Guilfoyle. I think Mr. Brown knows his role as the attorney.

Mr. Guilfoyle: Can we ask Mr. Vincent with Gold Cross if they had a contract with Augusta without showing zone?

Mr. Mayor: Mr. Vincent.

Mr. Vincent: I think what you're asking right now and the state has been in contact with us today as well, they've expressed the same desire to the Mayor, they expressed to us. Their hope is that there can be an agreement in place. The zone is going to be opened regardless, as the attorney said. We can't just say, never mind, we want the zone back. The hope would be if there could be an agreement today that Augusta would apply for the zone because you only have ten days and I want to make sure that's very clear. If you do not apply for the zone with a contracted provider since you do not have the resources to do it yourself, then another provider that could be from California, it could be from overseas, I mean San Diego has an overseas provider, it could be anyone and they could come down here as long as they have the resources to prove that they can do it, they will get the zone. The hope would be I think for everyone is if there could be an



agreement but then Augusta would apply for the zone in the next ten days showing a contract with Gold Cross that Augusta's in complete control of what happens in that zone because they would be the zone provider with a contract with Gold Cross and that would be in the control of Augusta. If there is no agreement in place today or whenever, it's going to open. That is state law. You cannot stop the motion. The wheels are in motion. The zone is going to be open and by state law, it can be open for only ten days. The new provider must be named by February 15 so if you believe that there's time to go back to the table and go back through committee, go through Commission, and I mean no disrespect, but there is no time to do all that because you're going to have to have a proposal in within ten days or you lose your opportunity to control the zone and I know for the last ten years, it's been an issue with Augusta trying to get the zone back and you know now is the one opportunity, probably the best opportunity you'll ever have and if not, you're going to be looking at another provider come in and I can tell you you know from experience around the state, that's not always a good thing especially when it's not something local. Every single one of you on the Commission have my cell phone number, can call me anytime, you're not going to do that with a big national company coming in and taking over the zone, I can tell you that.

Mr. Mayor: Thank you, Mr. Vincent.

Mr. Guilfoyle: Can I follow up on a question with Mr. Vincent?

Mr. Mayor: Wait just one second. Legal counsel.

Mr. Brown: Yes. The answer that I gave you, Commissioner Guilfoyle, stands. What Mr. Vincent said is correct which does not contradict anything that I said. You asked Gold Cross cannot be contracted with at this time to provide ambulance services by Augusta because Augusta does not, is not the zone provider, does not own the zone. The actions taken yesterday of surrendering the zone cannot be walked back. This process will play out. Now as Mr. Vincent also said Augusta could apply. However, and I would certainly ask the Commission to get the highest authority it has on its procurement, which would be the Procurement Director, but Augusta cannot unilaterally at this point since Gold Cross is no longer the zone provider, now unilaterally without competition select Gold Cross as their partner or subcontractor for them to apply for the zone. It has to be some form of procurement that will pass muster under the law to select anyone to apply with us for the zone.

Mr. Guilfoyle: Follow up question since he directed, so question, Mr. Brown, if the state's asking us to do a month-to-month contract, well, not a contract, agreement with Gold Cross, how can we do that then?

Mr. Brown: I trust that the Mayor at this point I think it would be appropriate, the Mayor, myself and Ms. Douse did speak with the state yesterday. We wanted a path forward to have something to bring to this Commission. The state did not request that we do a month-to-month with Gold Cross. The state told us that it was, that the zone had been surrendered. We asked about can that be pulled back. They clearly said no. They said they would immediately begin to put in per the regulations a temporary service and they will open the zone up.

Mr. Guilfoyle: All right, since you had the discussion with this temporary service for, it's a mosaic of different companies coming in to provide the necessary coverage. As far as the charge, that should have been a good question to ask, the second thing, how much do they charge our citizens and the response times. What's going to hold them accountable when it's going to be two to three different companies to provide nine, ten ambulances? Was that question asked?

Mr. Mayor: I just need to clarify, Attorney Brown, for clarification, Deputy Commissioner Rushton did say that it was feasible for us to do a month-to-month contract with Gold Cross should we be able to come to terms?

Mr. Brown: To do what?

Mr. Mayor: To contract for emergency ambulance services.

Mr. Brown: If we are the zone provider.

Mr. Mayor: If we're not the zone provider. They mentioned to me this morning that we could contract on a month-to-month basis with Gold Cross.

Mr. Brown: Yes. That was not said on the call, that was not said on the call that Ms. Douse and I was on. I'm not sure what call you had.

Mr. Mayor: It was two calls. The first call was this morning with Kelly Joiner who is the Deputy Director of the EMS Council and then also Deputy Commissioner Rushton also said that the City of Augusta has the ability to contract with Gold Cross on a month-to-month basis. The Chair would like to recognize –

Ms. Douse: In light of that new information, does that mean that the state will hold off on opening the zone from month-to-month? Could you clarify what that would mean if a month-to-month contract is established?

Mr. Mayor: They would not hold off on opening the zone but they would hold off on the ability of finding temporary service providers for Augusta if we're able to establish a month-to-month contract with Gold Cross. Until we're able to perhaps determine the new zone provider and then perhaps contract with someone else. We're going to keep going in the queue. Commissioner from the 10<sup>th</sup>.

Mr. Guilfoyle: I never got my questions answered as far as these mosaic of different companies coming in to provide the necessary coverage for our citizens. How do we have any kind of control, response times, how much control will we have, what they would charge our citizens, because I've been getting phone calls from hospitals, the firemen, the Sheriff's Department employees and deputies. They are all concerned as well as top of the list is our citizens. My phone has yet to stop and that's going to be a major concern. We made this bed, we're going to have to lay in it and we're going to have to figure out what sheet we're going to put on it.

Mr. Brown: I believe Mr. Vincent has answered the timeframe of that temporary service. According to Mr. Vincent's advice to the Commission that this matter will have a zone provider, was that by February 15, is he still here? By February 15 and Gold Cross will be serving through January 1 so that time period you're speaking of is only 15 days.

Mr. Vincent: That's not quite accurate. The new zone provider must be named by the 15<sup>th</sup>. That not necessarily states they have to start by the 15<sup>th</sup>. The end hope of I think everyone would be to come to the agreement but like I said the problem you still face is and I hear what you're saying about a competitive contract, if you do not have a contract though you can't apply for the zone because you don't have the resources. Whoever the zone provider is has to prove that they can do it just like when Augusta applied for the zone ten years ago, they applied with the contract with Gold Cross. Not that Augusta had eight ambulances or 12 ambulances, they applied that they would be doing the back end, but Gold Cross would be doing all the actual work. I think that's what I'm trying to make sure that's understood here. You only have ten days. Regardless of what we do, if we were to do a month-to-month and we stayed on and the new provider gets named on February 15 and they say they can start June 30 or March 1 or whatever, the hope would be is if we did a month-to-month we would stay that long but there is a lot of unknown of who your zone provider would be, what kind of control. You'd have no control unless they came to you and said okay, we want to do a contract, we're the zone provider, I mean that's kind of where you're at.

Mr. Mayor: Thank you, Mr. Vincent. The Chair recognizes the commissioner from the second, Ms. Pulliam.

Ms. Pulliam: Thank you, Mr. Mayor. I have a few questions. My first question would be directed to Steven as well as the Mayor. I don't know if I'm able to do two part but you said to come to terms, we needed to come to terms and you brought up the contract and us having a contract in place. With that contract because we have to have it in place, would we be discussing the things, the differences between the two contracts because we already have to have if we're going to apply for the zone, we have to have a contract in place. So at that point are we able to bring back into discussion the things that we differentiated on yesterday?

Mr. Vincent: I think you have to have an executed contract in place to apply for the zone. Obviously they can give the zone to whoever but the state, if they say okay, we're going to contract with Gold Cross but we don't have a contract in place, I'm not sure if that's going to pass the smell test when if you have another provider that comes in and says they'll do this and the problem with the way the zoning process works is you don't necessarily have to prove it so I know in Atlanta a provider came in and said that they could do response times in nine minutes and their average ended up being higher than the current provider in the 20-minute range and that was years ago before COVID. You can have a provider come in and say all the right things and say that we're going to do this, we're going to do that, we're going to do this and then they get the zone and then they don't do it and then you could be looking at another year or two process of trying to remove them as the zone provider. It's a very, very, very lengthy process.

Ms. Pulliam: Absolutely. But we would still have to have a contract in place which means there would have to be some form of negotiation whether it's with you or if Ms. Sams had people

in place that were available, other EMS services, we would still need that contract in place to go before the state with our application.

Mr. Vincent: That is always the way zoning has worked is you have to show you have the resources or the contracted resources to do it. You would not be able to prove you could control the zone, take care of the zone, unless you had a contract proving that.

Ms. Pulliam: Okay. With that being said, as far as being able to negotiate if we as a body are open to negotiating, is that on the table? Going back to the subsequent motion that was put out on yesterday and I was not able to answer my question. Unfortunately, my question was cut off but my concerns were the response times, the differences and I had a few questions for you. Am I able to ask you a couple of the questions I had for you now?

Mr. Vincent: Sure.

Ms. Pulliam: Awesome. As a company do you have a procedure as it pertains to response times? So is it equal in every area that you service?

Mr. Vincent: Yes. We do everything emergency medical dispatch protocols, the same way the 911 Center does. It's coded as a priority one, priority two, priority three in our system meaning life and death, emergent, non-emergent. Each contract we have has different response times. Some you have for urban versus rural areas. Your priority three calls, those you get longer response times on. Sometimes you even have to divert a call. If we're getting a call and I'm not meaning this to be funny but recently we had a call to a nail salon because somebody cut their cuticle and you know if we get a cardiac arrest come in, instead of going to the cuticle cut, we're going to divert that ambulance to the cardiac arrest. We always send our closest available ambulance to the most emergent response. And that's how we treat that. As far as the response times I know that we had discussed a few things and I think you had some concern about reporting as well and that was something that was in the contract as well is there is required reporting daily and we hope to link the systems if there was a contract in place with a middleware software to where the 911 Center, the Fire Department and Gold Cross's systems all talked but in the interim the contract has required reporting that is daily. And we had offered to do it the same way we do in Columbia County. Columbia County gets our response times every single day. We don't send it to them. It comes directly from our CAD to their system. They put it in their GIS Department. They have an online tool that they can pull up and look where all the calls were, the response times were, any calls that were mutated out of the county, mutated in to the county and that's been offered in this contract as well. It's in the contract.

Ms. Pulliam: So as far as having a unit in route within five minutes of the call, is that something that is available to Augusta Richmond County and I'm just asking questions that I had on yesterday.

Mr. Vincent: The goal is to dispatch an ambulance immediately. If there is a unit available, we don't hold a call. Obviously if there's a unit available, they're being dispatched immediately. If for whatever reason they're not available, you know if they're on another call, if they're at the hospital, you know, then we are calling them trying to get them released, you know, whether it's

from the hospital or from another call. There's never any instance where we just hold calls when there's units available. And we also have supervisors, the quick response vehicles, quick response vehicles, the importance of the quick response vehicles is they have all the same tools, they have cardiac monitors, they have Lucas chest compression devices that do CPR, they have the narcotics, the lifesaving drugs. The only thing the quick response vehicles do not have is a stretcher in the back to transport a patient but they can get on scene and stabilize a patient very quickly and efficiently and that's where you can have your, if your ambulance is tied up, you can send one of those units as well.

Ms. Pulliam: Would clarity going back to negotiating because I'm talking as if it's either going to be you that if Augusta Richmond County submits an application either Gold Cross or someone else but in that negotiation process would verbiage be able to be added, if I'm able to ask this question, if I'm not someone stop me, but would verbiage be able to be added where there is more specifications as far as response time is concerned as well as the portion that spoke about the QRVs being dispatched first and determining whether or not it was an emergency and then if it is an emergency, that's when the actual time starts at that point. Well, it didn't give specifics as to how long it takes the QRV to get to point B so if that takes 40 minutes to an hour and then after that 40-minutes to an hour you get there and determine oh, this is life threatening, they're about to die, then time starts all over again. So that part in the contract right there, that kind of, I had a problem with that if I'm just being 100% transparent.

Mr. Vincent: Well, the QRVs would never be dispatched to go instead of an ambulance if an ambulance is available, if that makes sense. If somebody calls for a chest pain, we're not going to say, okay, let's send the QRV and if they get there and they need an ambulance, they'll send an ambulance. That's not how the QRV works. The QRV is to provide advanced level back up support basically. If you have a unit that needs some assistance, they are there to back them up. They're also, a quick response vehicle, there to get there quickly much like a first responder and they can navigate the highways quicker. They're not a big ambulance. But also if no ambulances are available at the time, we would send them. At no time are we dispatching a quick response vehicle if an ambulance is available. As far as the times, we do it the same way with, you know as Columbia County looks at it, for our time when they look at times and response times and how long it takes is when that first call comes in, the dispatch, you know it's called the PSAP time, that's when it hits the 911 Center to the time that quick response vehicle gets on the scene is one time and then if it's an ambulance, they still use that PSAP time to when the ambulance gets there so it's not like the time starts over. And then our system would do that same thing for Richmond County. I mean it's built in in the required reportings.

Ms. Pulliam: But having that actual verbiage is where I'm at because in looking at Columbia County's contract it literally says a unit must be in route within five minutes of the start of the call and that verbiage is not in ours and so my main concern is response time, accountability and data. It was not necessarily the dollar amount for me because if you can look at counties across the United States and we can have a comparison of counties and cities that look like Augusta Richmond County and they are paying a certain amount and we say this is standard or you may not be able to use the word standard but you're saying that this is typically what it costs across the U.S. for counties that look like ours, but the contract has a certain amount of accountability so it's things that were not 100% clear and then that response time was an issue, the data being reported

was an issue and the last thing that I had was the up front \$2 million, that money not being able to be sourced. We didn't have exactly where it was coming from so that's one thing but in addition to not having where it was coming from, we also didn't have a line-by-line breakdown for the ask. How much are the QRVs? What are in fact the capital expenses? What are the operational expenses? And the times that I've been tuned in to the Commission meetings which has been over two years consistently when I decided I wanted to run for this office, every other entity that comes to the Commission has to provide those line-by-line items for their ask. Now they may not have been requested of you, but that was going to be my question on yesterday. Where are those line-by-line items? If our Fire Department comes before us and says they need to order trucks or they need trucks, they are asked and please correct me if I'm wrong or stop me if I'm wrong, but they are asked to present to us how much these vehicles cost. For buses for Transit, how much do these vehicles cost? As we are doing our budget during budget session, we are asked to look at and review a line-by-line item for departments whether it be for employees, etc. and that was not given. It was just \$2 million and although we changed it at the end, the actual ask of us is said inducement and that was recommended to us from attorney that that inducement looked as though we were taking a gratuity and I did not want to be caught up in some type of legal scandal that could have fallen on Augusta Richmond County. So although the verbiage was cleaned up, that is not how it was presented in the beginning. I am not against Gold Cross and I may have expired my time but I didn't get to talk yesterday. I am totally not against. Those are just questions I have, and I would be able to negotiate if it's not with Gold Cross with someone else. Thank you, Mr. Vincent, for answering my questions.

Mr. Mayor: Thank you, Commissioner Pulliam. Just for clarification in looking back at my notes, the City of Augusta can apply for ownership of the zone in that we have an ambulance license with four ambulances in service, well, four ambulances with only two in service so I was informed that if the City of Augusta so chose, so decided to want to be the zone provider we could apply. Next in the queue is the commissioner from the 8<sup>th</sup>, Commissioner Brandon Garrett.

Mr. Garrett: Thank you, Mayor. I actually have a series of questions for the attorney but first I wanted to try to help my colleague from the 2<sup>nd</sup>. In regards to some of your questions in regards to where things are in the contract, the daily reporting section is 2.13.1A and that lays out the guidelines for what the daily reporting would look like and then in Section 3.6 it lays out what the fine structure would be for the response time infractions, which is also laid out somewhere in that section as well so just for clarification, there is some parts in the contract that have response times as well as mechanisms for fines. And for the attorney I have three questions for you. So yesterday I had a conversation around the contract and when the motion was put on the floor, did the contract that we put on the table not have stipulations in there for the zone surrender?

Mr. Brown: Which contract are you referring to?

Mr. Garrett: It was the motion that was on the floor yesterday and it had stipulations with each one and one of those stipulations was Augusta getting the zone from Gold Cross.

Mr. Williams: Mr. Mayor.

Mr. Mayor: Hold on. Wait a second.

Mr. Williams: I've got a point of order. Don't look at me like that. I'm asking the Mayor. Mr. Mayor, what is the purpose of this meeting? We've gone –

Mr. Mayor: Commissioner Williams, Commissioner Williams –

Mr. Williams: We've gone left and we've gone right –

Mr. Mayor: Commissioner Williams, please allow the attorney to finish his point.

Mr. Williams: What is the purpose of this meeting?

Mr. Mayor: Please allow, and I will give you that answer in just a second. Attorney Brown.

Mr. Williams: We've gone left and right. What's the purpose of the meeting?

Mr. Mayor: Commissioner Williams, you're out of order, sir. Give the attorney the opportunity to answer the question before we proceed on.

Mr. Williams: I'm asking you to keep us focused. We're way out of order. We are out of order.

Mr. Mayor: Attorney Brown.

Mr. Brown: Commissioner Garrett, if I understand you, this is your motion so I'm sure you know what's in it so I'm trying to figure out what is your real question.

Mr. Garrett: Well, the real question was that there was a clause in there that if Augusta was not able to secure the zone, then the contract would be basically void.

Mr. Brown: It says Augusta may terminate the contract but the motion had a condition that says Augusta may terminate the contract if they are not awarded Richmond County zone.

Mr. Garrett: Thank you, sir. And my next question is can we apply for the zone because that was something that you've brought up numerous times, can we apply for the zone if we do not have a contract with a provider?

Mr. Brown: Yes, you can always apply for the zone. What Mr. Vincent stated which is really not correct, you can apply for the zone in whatever condition you have. What he is really saying is that you are not likely to be successful if you cannot demonstrate that you have adequate ambulance services. However –

Mr. Garrett: So which part of that is incorrect?

Mr. Brown: What part of that is incorrect? Is that you cannot apply for the zone if you don't have a ambulance service. You can apply for the zone. We were on line last night. Not just

today when the Mayor talked, we were on line last night. DPH affirmed that Augusta is eligible to apply for the zone as it is. However, of course if you had two ambulance service you'd be even better. Having one is good. However, the problem with this, the problem with your clause is that Augusta may terminate the contract if it is not Richmond County does not get awarded the zone. We, what is being proposed indirectly by this motion is is that we now are going to unilaterally contract with Gold Cross as if they continue to be a sole source. The only reason we could contract with Gold Cross on the proposed contract was that Gold Cross was the zone provider. That made them a sole source. It was not illegal for us to negotiate and seek to contract with Gold Cross at that time.

Mr. Garrett: Thank you, sir.

Mr. Brown: They relinquished the zone, therefore, they are not the sole source. Your motion still is structured as if they are the sole source.

Mr. Garrett: I haven't put a motion on the floor today, sir. I was just referencing what was discussed yesterday and there is some confusion around that. I'm just trying to clarify. So recently we had to do some emergency RFPs over in the Fire Department for fire trucks and we sole sourced that through one vendor, is that correct?

Mr. Brown: I do not have any idea about that.

Mr. Garrett: Okay, well, we did. And so is it not plausible that we could do an emergency RFP for this emergency? I mean we're technically in an emergency situation here because we don't have a provider so could we not do an emergency RFP during this time?

Mr. Brown: I believe that should be directed toward the Procurement Director but it would be my estimation that we could do an emergency procurement, but the emergency procurement would have to follow our emergency procedures. What you're really, your motions and your questions really are still suggesting to treat Gold Cross as if they are sole source and they are not.

Mr. Garrett: Knowing this area, what other ambulance services could apply?

Mr. Johnson: Southstar.

Mr. Brown: If you would like to know the availability of the ambulance services, the most information, the most accurate information that would be stored in Procurement.

Mr. Mayor: And as I mentioned earlier, Procurement is in the process of compiling a list of available providers. Thank you, commissioner from the 8<sup>th</sup>. Commissioner from the 4<sup>th</sup>, Commissioner Mason.

Mr. Mason: Thank you, Mr. Mayor. Let me make just a couple of quick clarifications. When we talk about the quick response vehicles, it's important to note that from a standpoint of quick response, it doesn't mean first response. So that's a whole other ballgame when you bring a different echelon of people in to assist. So we want to make sure that, just make sure that we're



all clear as far as quick response and first response. Also when you're using this terminology from a contractual standpoint of sole source, in this case that's not exactly correct. What it would be more so would be a preferred vendor because number one, we know that there's other sources out there and we can bring up the Procurement Director and correct me if I'm wrong, but it would certainly be a preferred vendor, not a sole source, because more people can do this business than Gold Cross. They were preferred because the zone was given to them by the EMS Council so they became a preferred vendor and so I want to make sure that we talk specifics, and we talk correctly as you're giving out information because it will be used against you later on if you're not careful and so we're going to talk about a preferred vendor versus a sole source arena. Now having said all that because we've gone all the way around the mulberry bush, I can agree with Commissioner Williams on that, whatever we do moving forward, whatever we do, I hope we all can agree number one, Commission, stay out of it. Let Procurement do what Procurement does. We didn't do that at first. You know that and I know that. So all of us, we have some bearing of fault in that when we started doing sub-committees and having commissioners negotiate and all that so let's just be honest with ourselves. We can look at ourselves. I can. We all have some point in that. All I'm saying now moving forward, Commissioners, stay out of it and let our director, our Procurement Director do what she does. There is no other contract, I've been sitting here for nine years total, on my tenth year now, that I've ever seen a contract come before us that the Commission begins to negotiate. Ever. During my tenure yet here we are. Yet here we are. And so I'll certainly take my portion of that and I hope others up here would do the same. We have made a huge mistake and we've got to own up to it. And so that's where we are today. They've given up the zone, the zone don't belong to them anymore. There's rules and by-laws that go along with that that have to be followed by the state. You don't have to agree with it or disagree with it. It is what it is. I can appreciate the rules and protocol so now here's where we are. Commission, let's stay out of it, let's allow Procurement to do what they do and keep it moving. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, Commissioner. The Chair recognizes the commissioner from the 1<sup>st</sup>, Mr. Johnson.

Mr. Johnson: Thank you, Mr. Mayor. That's exactly what my substitute motion was yesterday that was voted down. That same thing and I have a question and I'm almost forgetting it. What I want to ask is we're saying the Commission should get out of it, that we shouldn't be negotiating contracts. What we just heard was that two different phone calls were made, two different types of information was given on those phone calls so two questions. Number one, would it be in order for the appropriate staff to speak to the state now to get a determination on whether we can go month-to-month or would it be in order for this Commission to simply allow negotiations to happen to draft a contract that includes Gold Cross even though they don't have the zone. So we're singing the same song. Some of us are just on a different line. We want the same thing so what are we actually talking about? You guys are proving my point. There is so much information going on that keeps coming back and keeps coming back. We're having different conversations, come on now, what is the posture?

Mr. Mayor: Commissioner from the 1<sup>st</sup>, are you done?

Mr. Johnson: Yes, sir, I would just like an answer to my questions.

Mr. Mayor: All right, that question is?

Mr. Johnson: So the first question was is it in order for us to get a determination from the state whoever you all spoke to on whether or not we can go month-to-month with Gold Cross as it stands or number two, would it be in order for us to allow our staff to go back into negotiations with Gold Cross to have a contract that is number one, legal, and that everyone can agree to.

Mr. Mayor: Well, first, its our intention to get back with the state if not this afternoon then definitely tomorrow morning but at this point I'm going to turn it over to Madam Administrator if she wants to address.

Mr. Johnson: If I can finish my question, Mr. Mayor, and I'll relinquish the floor. I just wonder if we're saying that we don't have that much time left are we not able to get that determination before we decide how to move.

Mr. Mayor: A determination that's from the state?

Mr. Johnson: Yes, sir.

Mr. Mayor: The state is actually in meetings. After this meeting, we're going to reach back out to them to see one, if they have that list of temporary providers, and two, to discuss what our path is forward. They clearly stated to me today that it's their intention to have a list of temporary service providers to us today or tomorrow.

Mr. Johnson: But if I'm not mistaken, they communicated something differently to staff. Did I misunderstand that?

Mr. Mayor: What do you mean communicated differently?

Mr. Johnson: I believe that the attorney said that they didn't understand that to be the same or am I missing something here.

Mr. Mayor: According to my conversations, they understand to be the fact that we can contract with Gold Cross on a month-to-month basis but according to them the zone has been surrendered effective January 31 and they are now in the process of planning to take protocol and provide us a list of temporary service providers for us to determine who we want to partner with. Madam Administrator.

Ms. Douse: Thank you, Mayor Johnson. One of the questions that I wanted to make certain was responded to and that is in regard to how Augusta will move forward now. If it is the will of this body for Augusta to apply as the zone provider, I would like for you to give our Procurement Department Director an opportunity to speak to how that process would look on an emergency basis as it would not be required by law to follow our standard timing guidelines especially because time is of the essence in this case.

Mr. Mayor: Ms. Sams, are you in the room? Thank you for being with us today, ma'am.

Ms. Sams: Thank you. Thank you, Ms. Douse, for giving me this opportunity. The process. The Procurement Department has been working on what we would do if. All different kinds of scenarios. When we went out and looked at what the rules and regulations were by the state, we said okay, if they do this, the state is going to do this and the state is very clear. They have drawn a road map as to what they will do. So we did in fact we went out, we began working on a draft RFP and the purpose of this draft RFP was so if the state said or gave us permission to go out, the only thing that would be missing would be the dates and the time it is to be returned to us so we're ready as the base to a possible RFP if we're there. The other thing we did, we went back and looked at all the vendors who has called or made some interest in doing business with Augusta Georgia and of course we pulled the RFPs of past and we came up with seven vendors and then we looked at vendors who receive RFPs from Augusta for to render this type of service and I came up with about 102 names. So in an emergency situation and this is indeed an emergency situation so those of you taxpayers who are listening to us, we're taking this very seriously. We have put things in place to address Augusta's issues and the Procurement Department's then ready to move immediately as soon as we get our marching orders from the state of Georgia because some of us are under the impression that we have the power to do but I don't really believe that to be totally the case. Now as it relates to the month-to-month, Mr. Mayor, you presented a case where the state has said that we can do that. If the state has said we can do this on a month-to-month because sole sourcing is off the table because the circumstances has changed, we no longer have a provider. So if we are to do a month-to-month, would you please all of you commissioners, Mayor, give me an opportunity to talk to Mr. Vincent and let us sit down and we can perhaps bring you back a contract if that's possible.

Mr. Mayor: Ms. Bonner, can you give us a time frame? Can you give us a time frame because as you know we're on the clock.

Ms. Sams: Sir, if Mr. Vincent has the time in the next ten minutes, I would love to sit down and talk to him.

Mr. Mayor: Madam Clerk, do we at least need a motion to at least give her the ability to do that or can we just recess and allow that conversation to happen?

The Clerk: Yes, you could recess.

Mr. Mayor: All right, with that we're going to recess 15 minutes, let's see, we're going to be back here at 4:30.

[MEETING RECESSES]

Mr. Mayor: Madam Clerk, I'd like to call us back to order please.

The Clerk: Yes, sir. I think you want to hear from Procurement Director, Ms. Douse.

Mr. Mayor: Ms. Douse, the floor is yours.

Ms. Douse: Thank you, Mayor Johnson, as well as the Commission. We appreciate the time that you have allowed us to meet together to present to you a proposal in which both Augusta as well as Gold Cross has come to an agreement on. I would like to preface this statement by notifying this body that while we have negotiated in good faith, we have not, we do need time tomorrow to be able to confirm the legality of the proposal which we will present to you but if this body is amenable as we've just stated, Gold Cross is as well as Augusta is, amenable to a month-to-month contract under the current MOU terms and conditions for the first month in the amount of \$250,000, each subsequent month being paid at \$150,000. I would also like this body to take note that we have two separate issues at hand. The first is the month-to-month contract in which we would need a vote from this body pending legal security and number two, an interest for or against this body allowing Augusta to apply for the zone.

Mr. Mayor: Thank you, Madam Clerk. Thank you for your work in getting this to where we are. So obviously for the sake of time we're ready to entertain a motion, Attorney Brown.

Mr. Brown: Yes, as Ms. Douse mentioned that those are separate, that would be separate motions. One is temporary however it is subject to the verification, I know Mayor Johnson was, had a call which DPH indicated to him that a month-to-month would be permissible. I have been contacted by other commissioners here who want that to be verified. They cannot go along with that without verification on that matter and then if this matter goes forth it will be a separate issue if the Commission wants to deal with it today or deal with it Tuesday whether or not Augusta is going to apply for the zone.

Mr. Mayor: Thank you, Attorney Brown. Administrator Douse.

Ms. Douse: Mayor Johnson, I failed to mention that this month-to-month agreement will expire upon the State of Georgia designating a zone provider and the operation date for that designated provider beginning.

Mr. Mayor: Okay. So obviously –

Mr. Williams: I've got a few questions for you.

Mr. Mayor: Yes, sir, give me just a second. Commissioner from the 5<sup>th</sup>, we'll go to you, sir.

Mr. Williams: Can I get Ms. Sams up, please?

Mr. Mayor: Yes, sir, Ms. Sams.

Mr. Williams: You said the first month at \$250,000, correct?

Ms. Sams: Yes, sir.

Mr. Williams: All right. And your time here is as Procurement Director, is that a fair amount? You think so?

Ms. Sams: Yes, sir, I do.

Mr. Williams: Okay. And that's for the first month and if we go into a second month, it's what?

Ms. Sams: \$150,000 and every month thereafter until the designated provider by the state begins.

Mr. Williams: Okay.

The Clerk: Has been identified?

Ms. Sams: Has been identified.

Mr. Williams: Okay, so if we go after the zone and they give it to us then we are going to bid it out?

Ms. Douse: That would be my recommendation.

Mr. Williams: That we bid it out?

Ms. Sams: Yes, sir.

Mr. Mayor: That's a separate issue.

Mr. Williams: I know but we need to know what we're going to do with it when we get it.

Ms. Sams: When we get it, we will bid it out if the state says that we can proceed in that manner.

Mr. Williams: Okay. But just in your professional opinion we should be able to do this within a couple of months or so, right?

Ms. Sams: We have discussed a possibility of 60 days.

Mr. Williams: Okay. All right, Interim Administrator, I think we need a motion that we're going to go after the zone. Is that what we need?

Mr. Mayor: I think we have to discuss the month-to-month first and then get the clarification from the state prior to proceeding with a motion for acquiring the zone.

Mr. Williams: I think we do have clarification that we want to go after, we can just say that we want to go after the zone, we can take a vote on that. I'll come back with a second motion.  
Mr. Mayor.

Mr. Mayor: Yes, sir.

Mr. Williams: I make a motion that we accept a month-to-month, that we accept a month-to-month for the City of Augusta, Georgia.

The Clerk: Subject to –

Mr. Mayor: Subject to verification.

Ms. Sams: Verification.

Mr. Johnson: Second.

Mr. Williams: Subject to verification.

Mr. (inaudible): Second.

Mr. Mayor: I have a motion and a second. Before I proceed, Attorney Brown.

Mr. Brown: Mayor Johnson, I just want to make sure that the motion includes all the necessary language. If you could have the Clerk read that back or if you can.

The Clerk: Okay. It was for Augusta to enter into a temporary month-to-month agreement with Gold Cross with the first month being \$250,000 and each subsequent month \$150,000 to allow Augusta to apply for the designated zone provider and that a designated provider be identified? Okay, let her clarify that and we'll –

Ms. Douse: Mayor Johnson, I did not make a motion. I came back and communicated to the Commission what the decision was and so if a motion is to be made, then that motion would be what the Clerk just stated absent the application of the City for the zone because that matter is not, that's a separate matter. While it still would require a motion, it is not added to the month-to-month discussion.

Mr. Mayor: Okay. Madam Administrator.

The Clerk: Mr. Mayor, Mr. Mayor, she's going to clarify this because –

Mr. Mayor: Madam Administrator, while you're writing that motion, when is the expected start date of this month-to-month agreement?

The Clerk: She's going to put it in the motion.

Mr. Mayor: Commissioner from the 1<sup>st</sup>, it will start when executed.

Mr. Johnson: Thank you. Point of clarity, Mr. Mayor. So the date of execution would be once we determine whether or not we can do this? Okay. All right, immediately after. Gotcha.

Mr. Mayor: All right, Madam Administrator.

Ms. Douse: Mayor Johnson and Augusta Commission, I would like to propose a motion to approve a month-to-month contract with Gold Cross with the current MOU terms expiring upon the designation by the State for the Augusta zone provider beginning operation. The first month is \$250,000. Each subsequent month will be \$150,000 subject to the confirmation of the State concerning permissibility of this contract for EMS and the State as well as Augusta, Georgia's Procurement Code.

Mr. Garrett: So moved.

Ms. McKnight: Second.

Mr. Mayor: All right, Madam Clerk, is that recorded properly? We have a motion.

Mr. Brown: Mr. Mayor, I just want to be clear it is written in there to understand so there's no confusion this is not a continuation of the MOU. This will be a contract that embodies terms from the MOU as the Gold Cross responsibility and Augusta's responsibility. It will continue the activity that Gold Cross does presently as well as Augusta at the prices named in this. The termination of that contract is based upon two things: the state naming a provider for Augusta and that that provider becoming operational in Richmond County as well as the terms as the MOU, Gold Cross or Augusta with 30 days' notice can terminate that contract.

Mr. Mayor: Thank you for that clarification, Attorney Brown. Madam Clerk --

Mr. Williams: Sir, I think I still have the floor. I never did get to finish and that was my motion that other people just whatever -- I still had something else I wanted to say also.

Mr. Mayor: Yeah, Madam Clerk, I do recall there was a motion on the floor but as I understand it was not actually --

Mr. Williams: It was my motion but that's fine. I do want to go to the motion about the zone.

Mr. Mayor: Wait just a second. We have to do this one first. Madam Clerk, is it okay, are you conceding that commissioner from, Garrett, had --

Mr. Williams: And that's fine but what I'm saying is that it was my motion and you've got people, anyway, let's just go with it, sir.

Mr. Mason: I'm in the queue, sir.

Mr. Mayor: All right --

Mr. Williams: Can we just vote on this? Can we just call for the question, sir?

Mr. Mayor: Unfortunately, there are people in the queue but, Madam Administrator, I just want to ask you one additional question regarding the zone. Do we have to make that motion or anything today or do we have to come back at another time because I know we're on a time clock. Does that need to be made today also or can we –

Ms. Douse: While time is of the essence, it does not have to be made today but as soon as possible is preferred.

Mr. Mayor: All right, I'm going to the queue here. Commissioner from the 4<sup>th</sup>.

Mr. Mason: Thank you, Mr. Mayor, I'll be brief.

Mr. Mayor: Please be brief. Thank you, sir.

Mr. Mason: I will be brief but I do want to state a couple of concerns that I do have in reference to this here. Number one, part of what we had an issue with to begin with was the terms that was in the MOU and that's where we had our problems and so now here we go accepting those same terms to continue on even though it's in a smaller package. Now I just want to state my concerns. That's the same thing we just talked about. No, I won't do the second piece, that's fine. I'm going to leave that right there.

Mr. Mayor: Thank you, Commissioner. Commissioner Garrett from the 8<sup>th</sup>. You're out? All right, Commissioner Johnson from the 1<sup>st</sup>, you're good, sir?

Mr. Johnson: I just have a question and I'll be good. Just two questions. Number one, have we identified a funding source and then secondly, do we have an idea of how long this may take with the state? That was the only two questions that I have and then I'm done, Mr. Mayor.

Mr. Mayor: Thank you, sir.

Mr. Johnson: Funding source and timeline.

Mr. Mayor: Madam Administrator.

Mr. Johnson: I believe I understood 60 days or something like that.

Ms. Douse: We will continue, the first question you asked, Commissioner Johnson, is your funding source. We will continue to fund it through ARP as there's already \$650,000 set aside for Gold Cross for the annual subsidy. Your second question was concerning the timeframe in which we would expect this agreement, this month-to-month period. At this time that is uncertain, however, because the State is moving forward with opening the zone, we do not foresee it being a lengthy period of time, hence the reason why we stated that the month-to-month arrangement would terminate upon the new provider beginning operation. It could be a period in which they would need to ramp up. I can't speak to the timeframe, but we will definitely move expeditiously pending the decision from this body.



Mr. Johnson: Thank you, Mr. Mayor.

Mr. Mayor: Madam Clerk, we have a motion that's been made by the commissioner –

The Clerk: Garrett and Ms. McKnight.

Mr. Mayor: We're ready to vote, Madam Clerk.

Mr. Lewis: Mr. Mayor, I have a question.

Mr. Mayor: The Chair recognizes the commissioner from the 6<sup>th</sup>.

Mr. Lewis: Thank you, Mr. Mayor. Upon hearing the motion that is on the floor, my question is to Legal and Administrator Douse. This motion is pending the corroboration of the information you received from the state to make sure that this was permissible. If we pass this motion, if this motion carries, how do we know that it is legal until such time that Legal has spoken with state via with you or Administrator Douse to corroborate the fact that we can do this? How would we know? We would have voted on this and how will we know if we could or we couldn't?

Mr. Mayor: It is my intention, and I would hope that both the Administrator and General Counsel and I will immediately following this meeting we're going to call for them to have verification.

Mr. Brown: I would think that the Commission would need to receive written verification from the state of this permissibility because if it ends up not or later get challenged by anyone in the public the Commission needs to have or Augusta needs to have a defense so we could present to the Commission the results of that next Tuesday if that's the will of the body and the final research being done because my office at this moment is split with Procurement's idea that we can have this month-to-month. It may be permissible in EMS and it may not be permissible under our code. There are some things that we really do need to do to verify from the state. So if this matter comes back with verification which we will work on as soon as the Mayor is available, we can be able to present that at the Tuesday's meeting.

The Clerk: It did say subject to –

Mr. Brown: Yes, I'm just trying to, I think what he is really asking is how are we going to know.

Mr. Lewis: I'm amenable to that, Mr. Mayor.

Mr. Mayor: Thank you, Commissioner.

Mr. Brown: Is that now a part of the motion?

The Clerk: Are you going to amend it to include Attorney Brown's statements?

Mr. Mayor: Yes. All right, commissioner from the 6<sup>th</sup>, you're good? All right, Madam Clerk, voting.

Motion carries 10-0.

Mr. Johnson: Mr. Mayor, I have a question.

Mr. Mayor: Madam Administrator, do we have to do a vote for the zone today?

Mr. Johnson: Yes, we do.

Mr. Mayor: All right. In order to proceed, wait a second. Attorney Brown, we're going to need that language for the motion for the zone to make sure that it's entered into the record correctly. Can you help with that? For us to pursue the EMS zone. Is there any specific language that we need as a motion to pursue the zone?

Mr. Williams: All we need to say is I make a motion that we pursue the zone. I make a motion that we pursue the zone.

Mr. Johnson: Second.

Mr. Mayor: So we have a motion –

The Clerk: I didn't hear a second on that. Who seconded it?

Ms. Scott: Second.

The Clerk: Thank you.

Mr. Johnson: I seconded it.

The Clerk: Okay.

Mr. Mayor: We have a motion and a second. Voting.

Motion carries 10-0.

Mr. Mayor: Madam Clerk, did you duly record that? It's unanimous?

The Clerk: It's unanimous.

Mr. Mayor: Everybody thank you for your patience. Again, this is government at work. You guys have a great rest of the afternoon. This meeting is adjourned.

[MEETING ADJOURNED]

Lena J. Bonner  
Clerk of Commission

**CERTIFICATION:**

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on January 25, 2023.

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Clerk of Commission

