

STATE OF MICHIGAN
COURT OF APPEALS

STAT EMERGENCY MEDICAL SERVICES,
INC.,

UNPUBLISHED
July 1, 2014

Plaintiff-Appellant,

v

No. 315183
Genesee Circuit Court
LC No. 12-098009-CZ

GENESEE COUNTY 911 CONSORTIUM,

Defendant-Appellee,

and

PATRIOT AMBULANCE SERVICE, INC.,

Intervening Defendant-Appellee.

Before: SAWYER, P.J., and METER and FORT HOOD, JJ.

PER CURIAM.

In this action for declaratory relief, plaintiff appeals as of right from an order denying its motion for summary disposition and granting summary disposition to intervening defendant Patriot Ambulance Service, Inc. (Patriot). We affirm.

On April 17, 2012, plaintiff filed a complaint for declaratory relief. The complaint alleged that plaintiff had entered into various agreements for the provision of ambulance services to several municipalities in Genesee County. According to the complaint, “[d]efendant [Genesee County 911 Consortium (hereinafter ‘defendant’)] is a legal entity created by Genesee County and public agencies of the County of Genesee . . . to operate the Central Dispatch Primary Public Safety Answering Point . . . within Genesee County . . .” Plaintiff alleged that defendant “has not followed the agreements of the municipalities in regard to providing . . . ambulance services consistent with . . . contractual agreements . . . and, in particular, in regard to [plaintiff] . . .”

Plaintiff cited the Emergency 9-1-1 Service Enabling Act, MCL 484.1101 *et seq.*, and in particular referred to MCL 484.1102(1), which states:

“Direct dispatch method” means that the agency receiving the 9-1-1 call at the public safety answering point decides on the proper action to be taken and

dispatches the appropriate available public safety service unit located closest to the request for public safety service.^[1]

Plaintiff stated in its complaint: “MCL 484.1102 of The Act provides that upon receiving a call requesting emergency services, a 911 response center determines the proper action to be taken and dispatches the closest and most appropriate available public safety service unit located to the origin of the call requesting emergency services.” Plaintiff alleged that, by virtue of its agreements with the municipalities, its providers were the “closest and most appropriate” for the municipalities. Plaintiff sought the following declarations:

A. A declaration that Defendant 911 Consortium of Genesee County is obligated to dispatch the . . . ambulance service provider identified in the contract between the municipality and the . . . service provider;

B. That the Defendant 911 Consortium cannot override or otherwise unilaterally dispatch another . . . ambulance service provider other than the one the municipality contracts with to provide such services.

Plaintiff subsequently filed a motion for summary disposition under MCR 2.116(C)(10). In response, defendant argued, among other things, that “[n]either townships nor cities may usurp the county’s authority over ambulance dispatch.” Patriot, a competitor of plaintiff’s, was allowed to intervene in the lawsuit. It also opposed plaintiff’s motion for summary disposition and sought summary disposition for itself under MCR 2.116(I)(2), arguing, in part, that the trial court should declare that “the agreements between [plaintiff] and [the municipalities] are not binding on the Genesee County 911 Consortium[.]” The trial court denied plaintiff’s motion and granted Patriot’s motion, indicating that its order “resolve[d] the last pending claim and close[d] the case.” The trial court stated the following in justifying its decision:

First of all, the 911 consortium, Defendant, is not a party to Plaintiff’s contracts with the individual governments. Secondly, there’s no proof of exclusivity in those contracts presented today. Third, Plaintiff’s contracts do not override State law . . . [and the] Act . . . does not provide for separate local agreements to override county agencies. Fourth, the consortium members who have these private contracts are public governments, and they’re not private companies. If the City of Linden, or the Townships of Mt. Morris and Genesee were to sue 911, they would have standing to do that because they are members of the consortium. But at this point in time [plaintiff] really doesn’t have any standing to substitute itself for the two townships and the city

¹ Plaintiff states in its appellate brief that “the 911 Consortium in its operation uses the direct dispatch method”

We review de novo a trial court's decision concerning a motion for summary disposition. *Klapp v United Ins Grp Agency, Inc*, 468 Mich 459, 463; 663 NW2d 447 (2003). MCR 2.116(I) states, in part:

(1) If the pleadings show that a party is entitled to judgment as a matter of law, or if the affidavits or other proofs show that there is no genuine issue of material fact, the court shall render judgment without delay.

(2) If it appears to the court that the opposing party, rather than the moving party, is entitled to judgment, the court may render judgment in favor of the opposing party.

We find no basis upon which to reverse the trial court's ruling. In support of its appeal, plaintiff relies on MCL 333.20948, which states:

(1) A local governmental unit or combination of local governmental units may operate an ambulance operation or a nontransport prehospital life support operation, or contract with a person to furnish any of those services for the use and benefit of its residents, and may pay for any or all of the cost from available funds. A local governmental unit may receive state or federal funds or private funds for the purpose of providing emergency medical services.

(2) A local governmental unit that operates an ambulance operation or a nontransport prehospital life support operation or is a party to a contract or an interlocal agreement may defray any or all of its share of the cost by either or both of the following methods:

(a) Collection of fees for services.

(b) Special assessments created, levied, collected, and annually determined pursuant to a procedure conforming as nearly as possible to the procedure set forth in section 1 of Act No. 33 of the Public Acts of 1951, being section 41.801 of the Michigan Compiled Laws. This procedure does not prohibit the right of referendum set forth under Act No. 33 of the Public Acts of 1951, being sections 41.801 to 41.811 of the Michigan Compiled Laws.

(3) A local governmental unit may enact an ordinance regulating ambulance operations, nontransport prehospital life support operations, or medical first response services. The standards and procedures established under the ordinance shall not be in conflict with or less stringent than those required under this part or the rules promulgated under this part.

Plaintiff argues that, by virtue of this statute, local units of government are entitled to contract with private entities to provide ambulance services. Plaintiff contends that, because of the contracts it has with municipalities, its providers are the "appropriate" providers for purposes of MCL 484.1102(1). This argument is untenable. Again, MCL 484.1102(1) states:

“Direct dispatch method” means that the agency receiving the 9-1-1 call at the public safety answering point decides on the proper action to be taken and dispatches the appropriate available public safety service unit located closest to the request for public safety service.

The agency receiving the call (here, defendant) must decide upon the “appropriate . . . unit located closest to the request for public safety service.” As noted by Patriot, the provisions of MCL 333.20948 relied upon by plaintiff “merely permit[] local government units to enter into contracts for the provision of emergency medical services. [They do] *not* mandate that a County Consortium . . . comply with the terms of any such contract nor [do they] address, at all, the dispatching of emergency medical service providers.” Equating “appropriate public safety service unit” in MCL 484.1102(1) with “a public safety service unit that is encompassed by plaintiff’s contracts” finds no support in statutes or case law and, in fact, would be dangerous indeed in a situation where plaintiff’s units were located further from an emergency than another appropriate unit. The trial court did not err in its ruling.

Affirmed.

/s/ David H. Sawyer
/s/ Patrick M. Meter
/s/ Karen M. Fort Hood