



CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

(313) 343-2440
Fax (313) 343-2785

**NOTICE OF MEETING
AND
AGENDA**

COMMITTEE-OF-THE-WHOLE

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, July 2, 2018, at 6:30 p.m.** The meeting will be held in the Conference Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

- 1. Call to Order
- 2. Roll Call
- 3. Acceptance of Agenda
- 4. Compensation & Evaluation - Appointed Officials
 - A. Compensation & Evaluation Committee Minutes 06/25/18 - forthcoming
- 5. Compensation – Deputy City Clerk
 - A. Memo 06/27/18 – City Clerk
- 6. Rocket Fiber
 - A. Letter 06/25/18 – City Attorney
 - B. Executive Summary of Consortium and
 - C. Intergovernmental Agreement Grosse Pointe Area Education Telecommunications Network – Consortium and Intergovernmental Agreement 2018
- 7. Healthy Communities Grosse Pointe and Harper Woods
 - A. Email 06/11/18 – Beaumont Health Communities Manager
 - B. Beaumont – Memorandum of Understanding
 - C. Presentation 06/11/18
- 8. New Business/Public Comment
- 9. Adjournment

Bruce Smith
City Administrator

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk’s office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440, Telecommunications Device for the Deaf (TDD) 313 343-9249, or e-mail the City Clerk at cityclk@gpwwmi.us.

cc:
Council – 7
Berschback
Smith

Hathaway
Rec. Secretary
Email Group

Media - Email
Post -8
File

Compensation and Evaluation Committee
June 25, 2018

MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JUNE 25, 2018, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Chair: Council Member Arthur Bryant
Members: Mayor Robert E. Novitke, Council Member Todd A. McConaghy

ABSENT: None

ALSO PRESENT: City Treasurer/Comptroller Cathy Behrens

The meeting was called to order by Chair Bryant at 6:10 p.m.

Motion by McConaghy, second by Novitke, that all items on tonight’s agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, McConaghy, Novitke
No: None
Absent: None

Motion by McConaghy, seconded by Novitke, to approve the minutes of the meeting of 6-18-18.

Motion carried by the following vote:

Yes: Bryant, McConaghy, Novitke
No: None
Absent: None

The chair recessed the meeting at 6:59pm, and reconvened the meeting at 8:25pm.

Motion by McConaghy, second by Novitke, to recommend the following actions to council:

Recommend the contracts of the City Administrator and the City Clerk be extended for one year, from July 1, 2018 through June 30, 2019. Also the City Administrator's salary be raised 4% to include 2% salary and 5 days additional vacation. The 5 days are equal to 2% salary. The City Administrator's salary will now be \$116,614, and he will have 25 days vacation. Also the City Clerks salary be raised 3% and the total will now be \$77,700. The City Administrator's and City Clerk's increases, as stated, includes the 2% extended to non-union employees. Also the City Administrator and City Clerk will receive a one-time stipend of \$500 (not salary).

Recommend the Treasurer/Comptroller contract not be renewed and the Treasurer/ Comptroller be placed on a 90 day probationary period to be monitored by the Compensation and Evaluation Committee with her subject to termination.

Recommend City Attorney Don Berschback's hourly rate remain at \$170 and Charles Berschback's hourly rate remain at \$150, but with no written contract.

Motion carried by the following vote:

Yes: Bryant, McConaghy, Novitke
No: None
Absent: None

Motion by McConaghy, second by Novitke, to certify the minutes of the 6-25-18 meeting.

Motion carried by the following vote:

Yes: Bryant, McConaghy, Novitke
No: None
Absent: None

Motion by Novitke, seconded by McConaghy, that the meeting be adjourned at 8:58 p.m.

Motion carried by the following vote:

Yes: Bryant, McConaghy, Novitke

No: None

Absent: None

Respectfully submitted,

Arthur Bryant

CITY OF GROSSE POINTE WOODS

Office of the City Clerk



Memorandum

DATE: June 27, 2018
TO: Mayor and City Council
FROM: Lisa Hathaway, City Clerk
SUBJECT: Compensation – Deputy City Clerk

When the Deputy City Clerk's position became vacant, the Committee-of-the-Whole at their meeting held January 22, 2018, set the Deputy City Clerk's salary range at \$53,000 - \$57,000. Paul Antolin was hired and started employment with the City on March 12, 2018, and after much consideration, his starting annual wage rate was set at \$53,500.00.

Since Mr. Antolin's hire, I have come to trust and rely upon him to perform the requirements of his position serving as Deputy City Clerk. Immediately upon hire he proved his skills by improving and streamlining the Business License processes, sharing the work load to process voter registrations, paying attention to detail, and establishing an immediate friendly and professional rapport with staff, residents, business owners, and vendors that is to be commended. As we are full steam ahead administering the August 7th Primary Election, Mr. Antolin has impressed me with his knowledge of the new election equipment and software, and ability to supervise the Absent Voter office staff. He has observed and met the state-required timelines and continues on-task with the election checklist. It has been necessary for Mr. Antolin to cover in my absence from the office on a couple of occasions, and he has done so without hesitation and with the utmost respect and work ethic. He is always willing to offer assistance to others. Mr. Antolin has brought to the City of Grosse Pointe Woods seventeen years of experience from the City of Romulus, and has done an excellent job transitioning from that community to ours and adapting to our systems, procedures, and responsibilities of the Clerk's office.

As this request is included in the FY 2018/19 budget, I recommend City Council approve a wage increase for Deputy City Clerk Paul Antolin, authorize the City Clerk to set his wage at \$54,570.00 effective July 1, 2018, and award payment of the \$500.00 loyalty stipend.

Thank you for your consideration.



RECEIVED

JUN 25 2018

CITY OF GROSSE PTE. WOODS

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

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CHARLES T. BERSCHBACK

DON R. BERSCHBACK

OF COUNSEL

June 25, 2018

The Honorable Mayor and City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE. GP EdNet Consortium and Intergovernmental Agreement ("Rocket Fiber")

Dear Mayor and Council:

The COW minutes of 05.14.18 indicate that the City Attorney and City Administrator should present a proposed agreement to the COW. In accordance with direction from the Council, I attended a meeting with many city attorneys and representatives from the parties on June 5th. We went through the agreement paragraph by paragraph with everyone providing input. A red lined version of the new agreement was circulated on June 11th, with requests for final comments and edits by June 15th. Bruce Smith also attended a meeting of the City Managers on June 14th.

I have provided you a separate "Executive Summary" of the agreement. Sec. 6.3 of the agreement outlines the initial costs allocated to each of the original eight parties to the agreement. (The term "party" only relates to the original eight signors of the agreement.) Once it is signed, those original eight also become "members", as may other entities that join later.

I have enclosed the final agreement. It is possible that last minute edits or changes may be proposed by other City Councils, and I will update you at the July 2nd meeting if that has occurred. I agree with the City Administrator's recommendation to approve this agreement, and I am now satisfied with the legal form of the agreement.

It would be the prerogative of Council to approve the 2018 Grosse Pointe EdNet Consortium and Intergovernmental Agreement, provided that all of the other seven parties to the agreement approve it. It would be the further prerogative of Council to designate the City Administrator to sign the agreement and to designate the City Administrator to act as the representative for Grosse Pointe Woods on the governing board.

If any Council Members have any questions relating to this agreement, please feel free to call me or Bruce Smith directly.

Very truly yours,

CHARLES T. BERSCHBACK

CTB:gmr
Enclosures

cc: Bruce Smith
Lisa Hathaway
Don Berschback
Gary Capps

**EXECUTIVE SUMMARY OF
CONSORTIUM AND INTERGOVERNMENTAL AGREEMENT
(ROCHET FIBER)**

Article I – Purpose

This Agreement would form a non-profit voluntary unincorporated association or “consortium” for a high-speed fiber optic ring and laterals off of the ring .

Article II – Definitions

The network itself is known as the Grosse Pointe Area Educational Telecommunications Network (“GP EdNet”).

2.6 – There is a joint “governing board” created to govern the operation and use of the network.

2.7 – There is an “advisory committee” created by the board and serving at the pleasure of the board to assist in making recommendations. The board determines the committee’s members, duties, and term of existence.

2.11 – A “member” means the original eight parties to the agreement and any new entities that the board decides can become a member.

2.13 – “Party” means the original eight parties to the agreement.

Article III – Term of Agreement

3.1 – The initial term is for five years starting on July 1, 2018. A party can’t leave the agreement for the first five years.

3.2 – Fifteen months before the initial five year term, each member shall undertake a review of the agreement to determine continued participation.

3.3 – At the end of the first five years, the agreement automatically renews for one year each unless a member provides written notice one year in advance of the member’s election not to renew. A departing member cannot prevent the remaining members from continuing to operate the network under a new agreement.

Article IV – Consortium Parties

4.2 - Additional members can be added with the operating and fiscal agent of the network making recommendations to the governing board. New member contributions shall be not less than \$200,000.00 (subject to final approval) plus an additional amount determined by the board in its discretion based on carrying costs to date. Addition of a new member by the board must be a two thirds majority vote of the board.

Article V – The Consortium Joint Governing Board

Each party to this agreement must designate a representative to serve on the governing board.

5.5 – The board is to establish bylaws procedures and policies not inconsistent with this agreement.

Article VI – Ownership and Costs

The network is owned by the consortium. Each member owns the cables and facilities constructed “on its side of the demarcation point” (meaning generally inside our building).

6.3 – Initial costs for each of the eight members are listed.

6.4 – Annual expenses and costs are determined and allocated by the board.

Article VII – Operating and Fiscal Agent

7.1/7.2 – The agreement sets up an operating fiscal agent (OFA). The Grosse Pointe Public Schools is the initial OFA and shall operate the network on a day to day basis under policies and in the manner prescribed by the board.

7.3 – The OFA carries out day to day responsibilities. Language has been added that the OFA shall follow generally accepted governmental procurement practices as may be more specifically provided in the bylaws or an “Administrative Services Agreement”.

Article VIII – Consortium Network Maintenance and Costs

8.1/8.2 – Allocation of costs between the members are based on policies established by the board.

8.7 – Any net revenues shall accrued to the consortium and the board to determine whether the revenues should be credited or refunded to the parties.

Article IX – The Network Advisory Committee

9.1 – The intent here is to bring in other community partners to assist in an advisory capacity as determined by the board.

Article X – Use of the Network

Each member agrees to allow other members reasonable access if necessary.

10.2 – The board establishes terms and conditions of use.

10.3 – A non-member may apply to the board for use subject to user fees and a written agreement. User fees to be allocated pro rata between the original parties.

Article XI – Services

Members may use the network to provide interactive video, audio, etc.

Article XII – Member Responsibilities

Each member agrees to use its best efforts to utilize telecom equipment and facilities compatible with the network.

Article XIII – Termination and Default

13.1 – Termination based on paragraphs 3.1 through 3.3.

13.2 – Default provisions providing for notice and opportunity to cure.

Article XIV – Insurance

The Operating Fiscal Agent shall obtain insurance coverages.

Article XV – Indemnification

All members agree to defend, indemnify and hold harmless each of the other members (mutual indemnification).

Article XVI – Notices

Notice provisions

Article XVII – Compliances

Article XVIII – Miscellaneous Provisions

6-22-2018

Grosse Pointe Area Educational Telecommunications Network

CONSORTIUM AND INTERGOVERNMENTAL
AGREEMENT

2018

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Recitals

WHEREAS, the Parties and Members intend to construct, own, operate, and maintain the Grosse Pointe Area Educational Telecommunications Network (“GP EdNet”) to provide voice, video, and data services to the school districts and organizations, municipal governments and others in the greater Grosse Pointe Area;

WHEREAS, the Michigan Telecommunications Act, Public Act 179 of 1991, as amended, MCL 484.2101 *et seq.*, has been enacted specifically authorizing such a consortium including educational institutions to operate educational telecommunications networks to provide advanced telecommunications services;

WHEREAS, the Michigan Telecommunications Act, *supra*, has among its purposes to “improve the opportunities for economic development and the delivery of essential services including education and health care”;

WHEREAS, the Michigan Constitution of 1963, Article III, Section 5, the Intergovernmental Contracts between Municipal Corporations Act, Public Act 35 of 1951, as amended, MCL 124.1, *et seq.*, and the Michigan Urban Corporation Act, Public Act 7 of 1967, as amended, MCL 124.501, *et seq.*, authorize Intergovernmental and Inter Local Public Agency Agreements;

NOW THEREFORE for good and valuable consideration, the amount and sufficiency is hereby acknowledged, it is agreed:

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to form a non-profit voluntary unincorporated association that will act as a consortium to provide a framework for the construction, operation, maintenance, and utilization of high speed fiber optic educational telecommunications network

and related advanced telecommunications services, including but not limited to enterprise network services, application services, interactive video networking, audio-visual technical support, and other interactive voice/video/data services to multiple sites in the Grosse Pointe Area for educational, governmental, and related purposes.

ARTICLE II - DEFINITIONS

As used in this agreement, the following terms have the following meanings:

Section 2.1 "Agreement" means this Consortium and Intergovernmental Agreement.

Section 2.2 "Cable" means the protective sheathing surrounding fiber optic filaments and fiber optic filaments inside.

Section 2.3 "Demarcation Points" means the places wherein (i) the GP EdNet Network connects to other educational, public, governmental, or commercial networks; or (ii) any member-entity's intra-district educational telecommunications network connects to the GP EdNet Network.

Section 2.4 "Districts" are those Members who are public or intermediate school districts, organized as such under Michigan law.

Section 2.5 "Equipment and/or Facilities" means all equipment and components of the physical telecommunication networks used by the GP EdNet Network other than the cable.

Section 2.6 "GP EdNet Joint Governing Board" or "Board" means the body created under Article V which governs the operation and use of the GP EdNet.

Section 2.7 "GP EdNet Advisory Committee" means the advising body described in Article IX of this Agreement.

Section 2.8 "Fiber Optic Filament" means the strands of fiber optic material that are bundled inside cable.

Section 2.9 “GP EdNet Consortium” means the organizational framework governing the management and control of the GP EdNet Network and the operations of the interconnections with any other’s network, including member entity’s intra-district educational or municipal telecommunications networks.

Section 2.10 “GP EdNet Network” or “Network” means the physical plant comprised of cable, facilities and equipment that make up the Grosse Pointe Area Educational Telecommunications Network, which is designed to provide voice, video, and data services for educational purposes within the greater Grosse Pointe area, and is currently controlled from its organization and network operating center. The GP EdNet Network includes the fiber backbone, fiber connection to the party, and electronics placed at each Member’s designated demarcation point.

Section 2.11 “Member” means the original eight (8) Parties to this Agreement and any other entity that becomes a Member hereto pursuant to Section 4.2 of this Agreement.

Section 2.11 “Member Agreements” mean certain individual agreements between Grosse Pointe Public Schools and a Member, if any.

Section 2.12 “Net Operating and Maintenance Expenses” means the total operating and maintenance expenses of GP EdNet Network, less any revenues received.

Section 2.13 “Party” or “Parties” means the eight (8) original Parties to this Agreement.

Section 2.14 “Person” means any individual, corporation, partnership, association, governmental agency, or any other legal entity.

ARTICLE III - TERM OF AGREEMENT

Section 3.1 The initial term of this Agreement shall be five (5) years, which shall commence on July 1, 2018 (“Effective Date”).

Section 3.2 Fifteen (15) months before the expiration of the initial term of this Agreement, and fifteen (15) months before the expiration of any subsequent renewal term, each Member shall undertake a review of the Agreement and its individual participation in this Agreement and the GP EdNet Network.

Section 3.3 At the end of the initial term, this Agreement shall automatically renew for renewal periods of one (1) year each, absent the receipt by the Members of written notice from at least one Member, at least one (1) year prior to the expiration of the initial term or any renewal term to the effect that such Member elects not to renew or continue this Agreement. If written notice not to renew is received by the Members, the agreement shall not automatically renew, and the remaining Members shall determine whether to enter into a new consortium agreement themselves. A departing Member may not prevent the remaining Members from continuing to operate and maintain the Network.

ARTICLE IV - CONSORTIUM PARTIES

Section 4.1 Original Parties. The original Parties to this Agreement are.

Grosse Pointe Public Schools

Grosse Pointe Park

City of Grosse Pointe

Grosse Pointe Farms

Grosse Pointe Shores

Grosse Pointe Woods

Harper Woods

Grosse Pointe Public Library

Section 4.2 Additional Members. "Additional Members" to this Agreement may be added on the following conditions:

(a) The operating and fiscal agent ("OFA") of the GP EdNet Network recommends to the Network Governing Board that the entity become a Member to this Agreement after having reviewed the entity's qualifications.

(b) The entity makes payment to GPP Schools, as the operating and fiscal agent of the GP EdNet Network, in an amount determined by GPP Schools to be an appropriate reasonably equivalent amount to what the original Parties have contributed to the establishment of the network, but in no case shall be less than \$200,000, plus an additional amount determined by the Board in its discretion to, in part, reflect the carrying cost of the Network to date and any other costs or fees.

(c) The entity makes payment of any actual out-of-pocket costs, in the form of reimbursements to GPP Schools, occasioned by the addition of such entity as an additional Member to this Agreement.

(d) The entity has executed a copy of this Educational Consortium Agreement indicating acceptance of and adherence to all of the terms and conditions of this Agreement, including without limitation, the provisions establishing an individual Member's responsibilities.

- (e) If a new Member is to become a voting member of the Board of Directors, acceptance must be by a two-thirds (2/3rds) majority vote of the Board. **ARTICLE V - THE CONSORTIUM JOINT GOVERNING BOARD**

Section 5.1 Board Members. The Joint Governing Board shall be initially composed of a representative of each Party to this Agreement, to be designated by, and serve at the pleasure of, the Party as determined by the Party's own rules and procedures.

Section 5.2 The Parties may by unanimous vote change the number of members of the Board to no less than three (3) or no more than the number of Members to this Agreement.

Section 5.3 Duties and Responsibilities. The Board shall be charged with:

- (a) making decisions regarding the governance, management, operation and control of Consortium and the Network;
- (b) making decisions regarding the operation and use of the Network and its interconnection to other networks;
- (c) making decisions with reference to establishing project priorities; additional matters agreed to by the Members.
- (d) considering whether to have Internet services provided collectively to the Network or to have each Member arrange for its own Internet service.

Section 5.4 Meetings. The Board shall meet at such times as may be necessary to communicate with the authorized OFA and to carry out its duties and responsibilities, but in no event shall meet less than once every three (3) months. Except as may otherwise be provided in this Agreement, action shall be by a majority vote of the

members of the Board, but in no case less than five (5) Parties, so long as there are eight Board Members.

Section 5.5 Bylaws and Policies. The Board may establish such bylaws, procedures, or policies, not inconsistent with this Agreement, as it deems appropriate and necessary and shall consider the budget cycles and fiscal years of the Members.

Section 5.6 Officers. The Board shall elect from its members a Chairperson to preside over its meetings and to perform such other tasks as may be given by the Board, a Secretary to record the minutes and actions of the Board, and such other officers as deemed necessary from time-to-time.

ARTICLE VI - OWNERSHIP AND COSTS

Section 6.1 Ownership. The GP EdNet Network shall be owned by the GP EdNet Consortium. A list of the equipment, if any, owned by each Member as of the date of this Agreement is set forth in Attachment A and will remain owned by that Member.

Section 6.2 Each Member shall continue to own all cable, equipment and/or facilities constructed and operated on its side of the demarcation point, which comprises its own network.

Section 6.3 The initial costs to construct the GP EdNet Network shall be allocated to each Party as follows: (See attachments 1-8 for final #s)

Grosse Pointe Public School System	\$737,839.50
Grosse Pointe Park	\$240,795.50
City of Grosse Pointe	\$394,487.67
Grosse Pointe Farms	\$401,990.65
Grosse Pointe Shores	\$465,177.34

Grosse Pointe Woods	\$397,149.84
Grosse Pointe Public Library	\$271,403.34
Harper Woods	\$276,287.04

Section 6.4 The costs of ongoing annual expenses such as the purchase or lease of cable, equipment and/or facilities which will comprise the Network, including future enhancements or expansions, and maintenance if not otherwise covered, shall be allocated as determined by the Board.

Section 6.5 The Annual Costs to Members shall be determined, in part, based on consideration of factors to be established by the Board.

Section 6.6 Each Member pledges to pay its share of the costs of constructing, operating and maintaining the GP Ed Net Network as set forth herein.

ARTICLE VII - OPERATING AND FISCAL AGENT

Section 7.1 Operating and Fiscal Agent. Upon execution of this Agreement, by all the original Parties to this Agreement, Grosse Pointe Public Schools shall serve as the authorized OFA and administrator of the GP EdNet Consortium and Network.

Section 7.2 Operations and Administration. The OFA shall operate the GP EdNet Network on a day-to-day basis under the policies and in the manner prescribed by the Governing Board, which includes but is not limited to:

establishment of budget and services;

hiring of all personnel;

providing necessary supplies and equipment;

maintaining and improving facilities;

supervising programs and personnel; and

recommending rules and regulations for the use of The GP EdNet Network.

providing for an annual audit of finances.

Section 7.3 As OFA, Grosse Pointe Public Schools shall have such authority as is reasonably necessary to carry out its day-to-day responsibilities under this agreement, including without limitation the authority to contract for construction, equipment and services related to the Network and otherwise, and to collect and expend funds. The OFA shall follow generally accepted governmental procurement practices as may be more specifically provided in the bylaws or an administrative services agreement.

Section 7.4 The Governing Board and the OFA shall enter into an administrative services agreement outlining the OFA's term of service including its duties and responsibilities, reimbursements and compensation.

ARTICLE VIII - CONSORTIUM NETWORK MAINTENANCE AND COSTS

Section 8.1 Responsibility. GPP Schools shall be responsible for seeing that the maintenance of the GP EdNet Network is performed, and shall be responsible for determination of the costs to be allocated between and among Members, if any, according to policies established by the Board.

Section 8.2 Implementation and Party Contribution. GPP Schools shall implement all required maintenance of the GP EdNet Network, and each of the Members hereto agree to

contribute to the GP EdNet Network its share, as determined by the Board, of the net operating and maintenance expenses, promptly upon request.

Section 8.3 Maintenance of Member Networks. Each Member hereby agrees to maintain, at their own cost and expense, their respective networks that they own or control originating at the demarcation point. Such maintenance shall be sufficient to assure that the cable, equipment and/or facilities owned or controlled by each Member meets the standards established by The GP EdNet Network for use of the interconnection.

Section 8.4 Network Operating and Maintenance Expenses. With respect to operating and maintenance expenses of the cable and the facilities and equipment of the GP EdNet Network, GPP Schools shall accumulate the net operating and maintenance expenses for periodic billing back to the Members.

Section 8.5 Expense Allocation. With respect to operating and maintenance expenses of the cable and the facilities and equipment of the GP EdNet Network, the net operating and maintenance expenses shall be periodically allocated back to the Members.

Section 8.6 Payment. Members shall pay their allocated share of operating expenses within 60 days of billing.

Section 8.7 Net Revenues. If any net revenues shall accrue to the Consortium, the Board shall determine whether such shall be refunded, credited, or otherwise returned to the original Parties. Any amount refunded, credited or otherwise returned shall be divided equally among the original Parties.

ARTICLE IX - THE NETWORK ADVISORY COMMITTEE

Section 9.1 Committee Members. The Board may create a Network Advisory Committee to serve at its pleasure to assist or make recommendations with respect to technical or other issues. The Board shall determine its members, duties and term of existence.

ARTICLE X- USE OF THE NETWORK

Section 10.1 Use by Members. Each Member shall be permitted reasonable use of the Network to provide services (as defined in Article XI) to persons capable of receiving such services. In addition, each Member agrees to, in good faith, permit the other Members reasonable access to their telecommunications networks in order to reach other telecommunication networks, which are accessible using the Network. It is agreed that such Network access shall, in consideration of the mutual commitments made herein, be without charge, unless determined otherwise by the Board. It is the intent of this provision, subject to the Board' approval, a Member may deliver services over the Network or may use the Network as a conduit to reach persons who are interconnected to, but not made a part of the Network. No Member may unilaterally grant use of the Network to a Third Party without Board approval, which shall not be unreasonably withheld.

Section 10.2 Terms and Conditions of Use. The Board may establish terms and conditions of use. Each Member agrees that it will make all of its users aware of such terms and conditions of use and make good faith efforts to assure that the Members' users comply with the terms and conditions of use.

Section 10.3 Other Users. From time-to-time, a person who is not a Member to this Agreement ("Non-Party" or "Non-Member) may apply to the Board for Approval to be allowed

to use the Network to deliver services to persons capable of receiving such services from or through the Network. Such usage of the Network by a Non-Party or Non-Member shall be subject to the payment of access or user fees ("User Fees") deemed appropriate at the discretion of the Board. Each Non-Party or Non-Member shall be required to enter into a written agreement ("User Agreement") with the Consortium providing for payment of the User Fees and providing other terms of use. Members may also impose, in their sole discretion, fees, restrictions or conditions upon the use of their own networks by a Non-Party or Non-Member approved under this section.

Section 10.4 Allocation of User Fees. After the payment of all operation and maintenance expenses, the Board shall allocate all user fees pro-rata between the original Parties hereto, and shall require the amounts so allocated to be credited by the OFA to the accounts of such original Parties. Unless otherwise determined by the Board, amounts so credited may be used to defray an original Party's contributions towards net operating and maintenance expenses, repairs, replacement or renewal of the Network.

ARTICLE XI – SERVICES

Section 11.1 As permitted by law, including the Michigan Telecommunications Act, Public Act 179 of 1991, MCL 484.2101, *et sec.*, Members and persons authorized to use the Network may provide interactive video, audio, data, voice or other services as they may desire. Any such use shall, for purposes of this Agreement, be referred to as "Services".

ARTICLE XII - MEMBER RESPONSIBILITIES

Section 12.1 Cooperation and Assistance. Each Member, including additional Members, pledge their cooperation and assistance to the GP EdNet Network and to its development, expansion and utilization.

Section 12.2 Compatible Equipment and Non-interference. Each Member agrees to use its best efforts to utilize cable, equipment and/or telecommunications facilities that are compatible with the equipment standards and specifications established for the GP EdNet Network and to take necessary steps to assure non-interference with another Member's local network or equipment and facilities.

Section 12.3 Leases. Each Member agrees to enter into long-term lease agreements, for whatever leases, licenses, permits, or easements are useful or necessary for the construction, development, operation, and maintenance of the GP EdNet Network and with the understanding that such authorizations may be requested and granted to the OFA or to third parties engaged in activities related to the Network. The grant of such leases, licenses, permits, or easements may NOT be withdrawn even if the Member chooses to withdraw from the Consortium and this Agreement, but may provide for reasonable and necessary removal and relocation of the fiber optic cable and facilities at the withdrawing Member's expense so long as the continued operation of GP EdNet Network is not jeopardized.

Section 12.4 Demarcation Point. Each Member shall establish and designate, a demarcation point where it is agreed that the GP EdNet Network's transmission facilities are on one side of the point and the Member's equipment is on the other side of the point. The OFA shall gather and make available to Members a list and map showing the demarcation points for each site or location.

Section 12.5 Access to Network Equipment. Each Member will provide OFA representatives with all necessary access codes and keys so that facilities interconnected with the Network may be accessed by the OFA and/or by its designated maintenance contractor on a 24

hours a day, 7 days a week basis to facilitate necessary scheduled maintenance and unscheduled repairs.

Section 12.6 Assurances Related to Maintenance. Each Member will promptly comply with any reasonable request made by the OFA or by the maintenance contractor designated by the OFA which is necessary or desirable in the OFA's or contractor's judgment to facilitate maintenance and repair of the Network.

ARTICLE XIII - TERMINATION AND DEFAULT

Section 13.1 Termination. A Member may not terminate its participation in the Network during the term of this Agreement, except as specified in Article III.

Section 13.2 Default. If any Member shall fail to comply with any of the terms or provisions of this Agreement, or defaults in any other obligations under this Agreement and shall fail to correct such default or non-compliance within thirty (30) days after written notice, the other Members may elect to terminate the defaulting Member's participation effective at the end of the thirty (30) day notice period. Such action does not relieve the defaulting Member from continuing to make available to the Network the defaulting Member's leases, licenses, cable, equipment and/or facilities as previously pledged.

ARTICLE XIV – INSURANCE

The OFA for the Consortium shall, during the term of the Agreement, obtain and maintain such insurance coverages as the Board deems appropriate. The cost of such coverages shall be a part of the net operating and maintenance expenses.

ARTICLE XV – INDEMNIFICATION

Section 15.1 Mutual Indemnity of Members. To the extent permitted by law, each of the Members shall defend, indemnify, protect, and hold harmless each of the other Members,

their officers, agents, and employees, from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any related nature, including without limitation, reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions of such Member or its officers, agents, employees, contractors, successors, or assigns, in connection with the Network.

Section 15.2 Reasonable Precautions. Each Member shall take all reasonable precautions to avoid damage to any Member's cable, equipment and/or facilities.

Section 15.3 Indemnity of Operating and Fiscal Agent. The Network and each of the Members to this Agreement agree to defend, indemnify, protect and hold harmless, in equal shares, the authorized OFA for the Network, their officers, agents and employees, from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings and expenses of any related nature, including without limitation, reasonable attorney fees, arising out of or resulting from good faith acts or omissions as the authorized operating and fiscal agent of the Network.

ARTICLE XVI – NOTICES

All notices or communications required or permitted to be given under this Agreement shall be given as follows:

For Grosse Pointe Public Schools:

Attention: Superintendent
389 St. Clair Street
Grosse Pointe, MI 48230

For Grosse Pointe Park:

Attention City Manager
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230

For City of Grosse Pointe:

Attention City Manager
17147 Maumee Ave.
Grosse Pointe, MI 48230

For Grosse Pointe Farms:

Attention: City Manager
90 Kerby Road
Grosse Pointe Farms, MI 48236

For Grosse Pointe Shores:

Attention: City Manager
795 Lake Shore Drive
Grosse Pointe Shores, MI 48236

For Grosse Pointe Woods:

Attention City Administrator
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

For Harper Woods:

Attention City Manager
19617 Harper
Harper Woods, MI 48225

For Grosse Pointe Public Library

Attention: Library Director
10 Kercheval Ave.
Grosse Pointe Farms, MI 48236

ARTICLES XVII – COMPLIANCES

Section 17.1 This Agreement shall become part of a resolution adopted by each constituent Party authorizing execution of this Agreement.

Section 17.2 Regulatory Compliance. Each Member agrees to take no action that will cause the Network to not comply with applicable laws and regulations. Each Member will

utilize the Network only for municipal, governmental, and/or educational purposes with non-profit entities (but not for area non-profit hospitals, which will need to secure commercially available network services).

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

Section 18.1 Assignments. Members may not assign or transfer any of their rights under this Agreement.

Section 18.2 Successors. The terms and conditions of this Agreement shall be binding upon the successors, if any, of any of the Members.

Section 18.3 Authorized Signatures. Each of the Members represents that it has caused this Agreement to be executed by authorized individuals at each of the respective institutions, who are acting pursuant to resolution of their respective body.

Section 18.4 Entire Agreement. This Agreement shall contain all of the terms of the Agreement between the Members with respect to the Consortium and the Network. This Agreement may be amended only by written mutual consent of all of the Members.

Section 18.5 Headings and Titles. The headings and titles in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

Section 18.6 Interpretation and Severability. If any provision of this Agreement is over broad or unenforceable, it shall nevertheless be enforced to the extent permitted under applicable law. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

Section 18.7 Governing Laws. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

Acknowledged and Agreed to by:

Grosse Pointe Public Schools

By: _____
Printed Name: _____
Title: _____
Dated: _____

Grosse Pointe Park

By: _____
Printed Name: _____
Title: _____
Dated: _____

City of Grosse Pointe

By: _____
Printed Name: _____
Title: _____
Dated: _____

Grosse Pointe Farms

By: _____
Printed Name: _____
Title: _____
Dated: _____

Grosse Pointe Shores

By: _____
Printed Name: _____
Title: _____
Dated: _____

Grosse Pointe Woods

By: _____
Printed Name: _____
Title: _____
Dated: _____

Harper Woods

By: _____
Printed Name: _____
Title: _____
Dated: _____

Grosse Pointe Public Library

By: _____
Printed Name: _____
Title: _____
Date: _____

Subject: Re: RE: Final Intergovernmental Agreement

From: blbwlaw@yahoo.com
To: rcoy@clarkhill.com
Date: Monday, June 25, 2018, 11:44:08 AM EDT

Rick:

Thank you for your efforts in finalizing the Agreement. One final question for you only. Am I correct in assuming that either the Mayor or the City Administrator of each city can sign this Agreement as long as the motion specifically designates one of them? Thanks.

*Chip Berschback
Law Offices
24053 Jefferson Avenue
St. Clair Shores, MI 48080
586.777.0400 / 0430 fax
blbwlaw@yahoo.com*

On Friday, June 22, 2018, 9:55:09 PM EDT, Coy, Roderick S. <rcoy@clarkhill.com> wrote:

Gary:

I did not realize you needed this earlier today as I was out of the office since our early call this morning. Nonetheless, here is the final version. I review all the comments received, accepted the redline changes previously circulated, and made a few clarifications based on the comments received.....Rick

*Roderick S. Coy
517.318.3028 (direct) | 517.318.3076 (fax)
rcoy@clarkhill.com | www.clarkhill.com*

*Birmingham • Chicago • Detroit • Dublin, Ireland • Grand Rapids • Lansing
Las Vegas • Los Angeles • New York, NY • Philadelphia • Phoenix • Pittsburgh
Princeton • San Diego • San Francisco • Washington DC • Wheeling • Wilmington*

From: Gary Niehaus [mailto:niehaus@gpschools.org]
Sent: Friday, June 22, 2018 12:31 PM
To: Coy, Roderick S.; Denise Sharples; Ethridge
Subject: Final Intergovernmental Agreement

Rick,

We have Board packets that are going out this afternoon. Please send Denise Sharples the final agreement.

Thanks,
GCN

--

Gary C. Niehaus

Superintendent

Grosse Pointe Public School System

Our Vision: #OneGP - where *everyone* learns, *every* day

Our Mission: Promote Innovation ® Maximize Potential ® Embrace Community



Lisa Hathaway

From: Berschback, Suzy <Suzanne.Berschback@beaumont.org>
Sent: Monday, June 11, 2018 1:34 PM
To: Lisa Hathaway
Cc: Bruce Smith
Subject: July 2 council meeting agenda
Attachments: Memorandum of Understanding.docx- template 3.docx; GP Presentation short copy.pptx

Hi Lisa,

I presented at the last Mayors and City Managers meeting. The slides are attached. I was asking each city to sign a Memorandum of Understanding. That is also attached. The Mayors and City Managers all thought Healthy Communities Grosse Pointe and Harper Woods was a great idea, but asked that I bring it before each council to approve. I have attached the presentation if you are able to share ahead of time with the Mayor and the council? I would like to request to be on your July 2 agenda to answer any questions. If needed, I would be happy to review the presentation as well. Please let me know if I can be added, and if I am just there to answer questions or to present, and how much time I have.

Thank you so much!

In Health and Happiness,

Suzy Berschback

Healthy Communities Manager, Grosse Pointe & Harper Woods

Beaumont Health

Phone 313-647-2827

suzanne.berschback@beaumont.org

Connect with us! Healthy Grosse Pointe and Harper Woods on Facebook

Confidentiality Notice:

This e-mail, including any attachments is the property of Beaumont Health and is intended for the sole use of the intended recipient(s). It may contain information that is privileged and confidential. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please delete this

Beaumont

Memorandum of Understanding (MOU)

Purpose of the MOU:

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership and ongoing working relationship between Beaumont Health the City of _____ in the creation of a “Healthy Community”.

The goals of this collaboration are to:

- Create a systematic approach to health, wellness and healthy lifestyles in the community
- To identify the assets and gaps in wellness of the community
- Create programs and strategies to support health
- Where appropriate and as mutually agreed up, to jointly seek sources of external support to fund these planned collaborative efforts to address wellness
- Build strong linkages with community partners
- Evaluate and report on program impacts developed through the collaboration
- Identify and develop partnerships with other community resources that can support health and wellness in the community

Responsibilities

- Each entity will designate a person as the point of contact to represent Healthy Communities and to attend scheduled meetings
- Each entity will use appropriate safeguards to prevent use or disclosure of personal health information consistent with HIPAA privacy rules and state regulations
- This collaboration may result in individual or joint grant proposals. The writing and submission of the proposals will be dependent on each individual grant to ensure the best opportunities for funding.
- Each entity will engage in proposing programs and services that support healthy behaviors

General

This MOU is intended to support a collaborative partnership between entities. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOU shall be in effect for fiscal years 2018 -2021 and can be renewed by written agreement of both parties. It can be terminated by either Party at any time by providing notice in writing to the other Party.

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

This MOU is neither a fiscal nor a monetary obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services or supplies, or transfer or receive anything of value.

Either party may terminate this agreement if it is determined that either Partner Agency is not in adherence to the guidelines outlined in this MOU, and/or if no attempts have been made or attempts have failed to address said issue.

Beaumont Health

Date

City of

Date

Beaumont

**Healthy Communities Initiative –
Building Health and Wellness One
Community at a Time**

Suzy Berschback
Project Manager – Healthy
Communities
June 11, 2018

Healthy Communities Initiative

OUR VISION

To support and promote health, wellness and healthy lifestyles in our communities



Beaumont Priority Health Needs



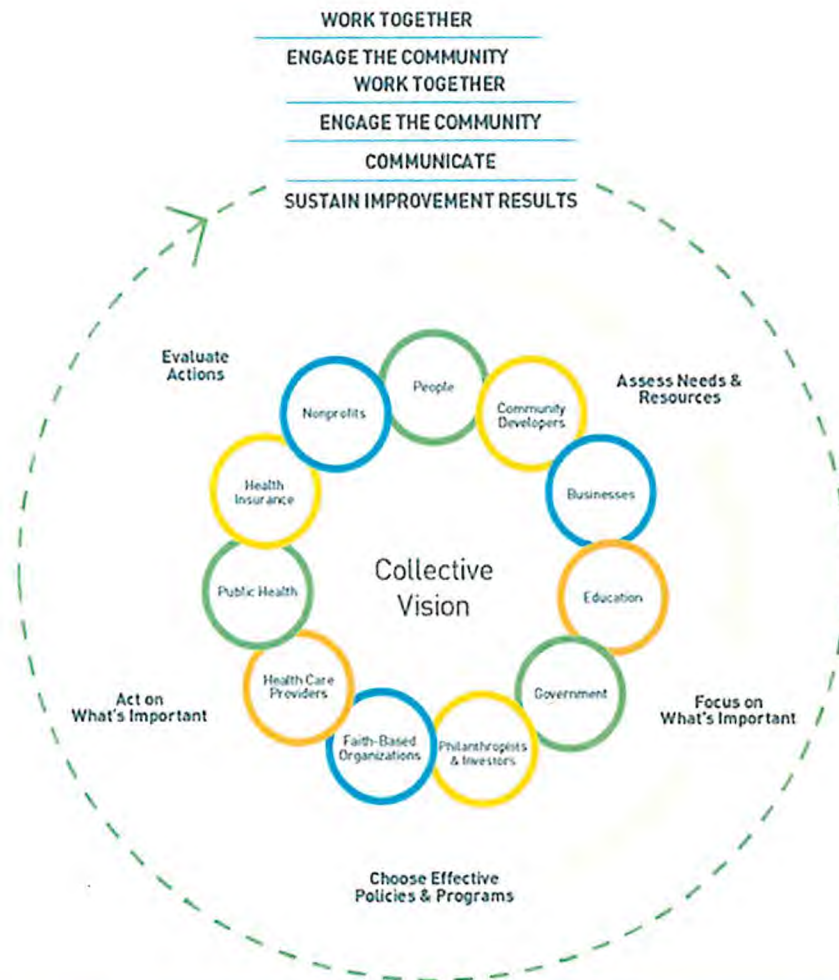
What is a Healthy Community?

- Emphasis on shared responsibility for the health of the community, including health promotion and disease prevention, access to quality services and programs, and healthcare delivery
- *A place-based*, multi-year initiative that expands access and improves health for the entire community
- Recognizes that each community has its own distinct culture, resources, dynamics, as well as different social and economic landscapes – Beaumont Health partners with each community to create their *own* Healthy Community vision
- The strategies and programs developed will fit with the unique assets and needs of their specific community
- Mayor, City Councils, School Superintendent and School board sign a MOU that health will be considered in all decisions

Healthy Community Guiding Principles

- Create a compelling vision based on shared values.
- Embrace a broad definition of health and well-being.
- Address quality-of-life for everyone.
- Engage diverse citizen participation and be citizen-driven.
- Foster collaboration and partnerships with healthcare, government agencies, education, organizations and businesses.
- Acknowledge the social determinants of health and the interrelationship of health and other issues.
- Address issues through collaborative problem-solving.
- Focus on system change.
- Recognize and develop assets and resources in the community.
- Measure and benchmark progress and outcomes.

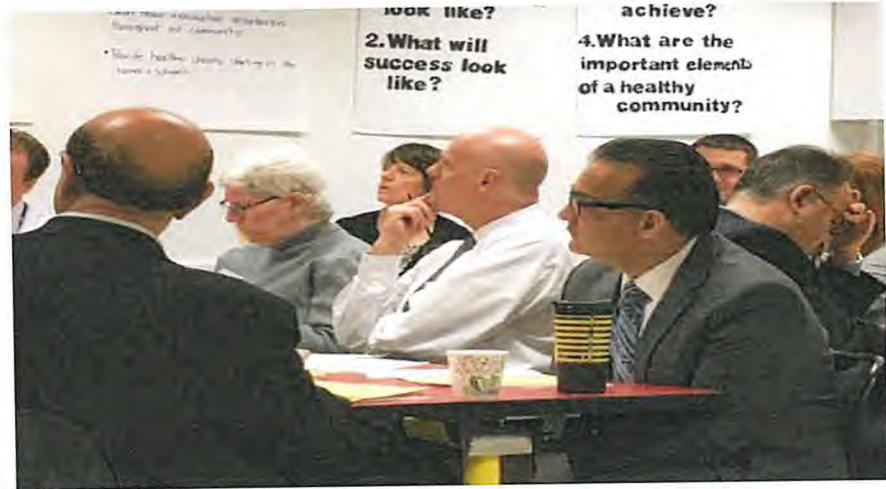
Programs and Initiatives are Driven through Community Coalitions and Action Teams



- ❖ Healthy at Work
- ❖ Healthy Foods
- ❖ Healthy Communications
- ❖ Built Environments for Physical Activity
- ❖ Health Disparities/Healthy Equity
- ❖ Healthy Schools

(examples)

Programming is driven by our communities and partners!



Beaumont Gets Walking

Community walking groups for those of all abilities



Bike Programs



Nutrition Programs



Community Activity Programs



Health Screenings



Questions?

Suzy Berschback
Project Manager
Healthy Communities