

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**, **May 14**, **2018**, **at 7:00 p.m**. The meeting will be held in the Council Chambers 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. Workers Compensation Insurance
- A. Memo 05/07/18 Treasurer/Comptroller
- B. Midwest Employers Casualty Quotation Sheet 03/07/18 Excess Workers Compensation
- C. Email 03/07/18 Safety National
- D. Proposal 04/05/18 York
- E. Proposal Eagle Claims Management

- 5. Rocket Fiber
- 6. Emergency Medical Services
- 7. Proposal: Grosse Pointe Woods Foundation - Mini Golf

- A. Letter 03/16/18 The Consortium
- B. Rocket Fiber Service Cost Sheet
- A. Contract: Between Medstar, Inc. and the Cities of Grosse Pointe Woods, Grosse Pointe Farms, and Grosse Pointe
- B. Committee-of-the-Whole Excerpt 03/26/18
 1. Proposed Contract Rec'd 03/16/18
- A. Presentation
- B. Administrative Review
 - 1. Memo 05/09/18 Director of Public Services
 - 2. Table 1 Estimated Construction Costs
 - 3. Table 2 Estimated Annual Revenue
 - 4. Table 3 Estimated Expenses

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@gpwmi.us.

cc: Council – 7 Berschback Smith Hathaway

Rec. Secretary Email Group Media - Email Post -8 File



CITY OF GROSSE POINTE WOODS MEMORANDUM

Date: May 7, 2018

To: Mayor and City Council

From: Cathrene Behrens, Treasurer/Comptroller

CC: Bruce J. Smith, City Administrator

Re: IBEX Insurance Company – Workers Compensation Coverage

Please find attached a copy of the proposal for the City's Worker's Compensation third party administrative services (York Risk Services) and for our excess workers compensation coverage (Midwest Employers Casualty Co.) presented by Mark Sledzinski of IBEX Insurance Company.

Mr. Sledzinski solicited quotes for the City's excess workers compensation coverage, which is set to expire on June 30, 2018. He reached out to Midwest Employers Casualty Co. (our current carrier) and Safety National Co. The following quotes were submitted:

Carrier	Contract Term	<u>Annual</u> <u>Premium</u>	Specific Retention
Midwest Employers Casualty	2 Year	\$53,378.00	\$450,000
Midwest Employers Casualty	2 Year	\$48,604.00	\$500,000
Safety National Co.	No Quote		

The difference between the two quotes provided by Midwest Employers Casualty is regarding the specific retention amount that the City would be exposed to. The City currently has a \$450,000 specific retention limit which means that at the time the City has a claim that reaches \$450,000 in expenses our excess policy picks up and begins to pay expenses. Mr. Sledzinski stated that most carriers no longer offer a specific retention amount of \$500,000 and that the City would be best served by maintaining the current policy terms and a specific retention of \$450,000 so as not to be exposed to the additional \$50,000 of potential liability. The annual premium the City paid in FY 2016-17 and 2017-18 were \$52,476. This quote for FY 2018-19 and FY 2019-20 is an overall cost increase of 1.7%.

York Risk Services has handled the City's workers compensation Third Party Administration (TPA) since 2007. Mark Sledzinski obtained quotes for TPA services from the following two vendors:

<u>TPA</u>	Contract Term	Annual Expense
York Risk Services	3-Year	\$22,577.00
Eagle Claims Mgt.	3-Year	\$20,740.00



RECEIVED APR 2 5 2018 CITY OF GROSSE PTE. WOODS It should be noted that Bill Review expense is not included in the Eagle Claims Mgt. quote. An additional fee of \$1.25 per line for billing review would be incurred utilizing Eagle Claims Mgt. for our TPA services. The City of Grosse Pointe Woods currently averages between 700-900 lines of bill review per year (900 lines * \$1.25 per line = \$1,125.00). This expense will vary depending upon our claim count but the quote from Eagle would be increased to approximately \$21,865.00 per year. The amount may be lower or higher than the \$1,125.00; it is contingent upon our annual workers compensation claim count. The quote that we received from York Risk Services is an 1.7% increase over the three previous fiscal years rate of \$22,185.

Adequate funds have been budgeted in FY 2018-19 for the administrative cost of these services in the amount of \$22,577 for TPA services and \$53,378 for the City's Excess Worker's Compensation coverage in budget line 632-854-914.000, Insurance Premium.

Staff Recommendation

Pursuant to the above listed quotes, the existing positive working relationship with Midwest Employers Casualty and York Risk Services, it is my recommendation of the following:

- Entry into a 2-Year contract with Midwest Employers Casualty Co. with Specific Retention set at \$450,000 at an annual premium of \$53,378 to be paid from Fiscal Year 2018-19, budget line 632-854-914.000.
- Entry into a 3-Year contract with York Risk Services at an annual cost of \$22,577 to be paid from Fiscal Year 2018-19, budget line 632-854-914.000.

Upon receipt of the actual contracts from Midwest Employers Casualty Co. and York Risk Services, they will be forwarded to the City Attorney for review and approval.

Cathrene Behrens, Treasurer/Comptroller

Recommend approval of the above stated and do not believe any benefit will accrue to the City by seeking further bids.

Bruce Smith, City Administrator

City Council Approval

MAN Min Midwest Employers Casuality

a Bereley Company

Insurer: Midwest Employers Casualty Company

Insured: City of Grosse Pointe Woods

Policy #: EWC008739

Excess Workers Compensation Quotation Sheet

Policy Effective Date. 07/01/2018

Quote Date: 03/07/2018

Quote Expiration Date: 60 Days

			QUOTE O	PTIONS
POLICY TERMS	0214232	0214270	0214271	0214272
Named States	MI	MI	MI	М
SPECIFIC:				
Specific Limit	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Specific Retention	\$450,000	\$500,000	\$450,000	\$500,000
	\$400,000	\$500,000	\$450,000	\$500,000
EMPLOYERS LIABILITY:				
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific	See Specific
AGGREGATE:				
Aggregate Limit	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Rate as a % of Normal Premium	343.23%	356.35%	308.91%	320.72%
Estimated Aggregate Retention	\$688,495	\$714,813	\$1,239,304	\$1,286,684
Minimum Aggregate Retention	\$674,725	\$700,517	\$1,214,518	\$1,260,950
Aggregate Loss Limitation	\$450,000	\$500,000	\$450,000	\$500,000
RATING BASE:				
Est. Annual Payroli	\$6,262,105	\$6,262,105	\$6,262,105	\$6,262,105
Est. Annual Manual Premium	\$200,593	\$200,593	\$200,593	\$200,593
Length of Policy (Years)	1.000000	1.000000	2.000000	2.000000
Est. Policy Normal Premium	\$200,593	\$200,593	\$401,186	\$401,186
Rate as a % of Normal Premium	26.61%	24.23%	26.61%	24.23%
PREMIUM:				
Total Est Policy Prd Premium	¢ 60 070	640.004	\$100 750	#07 000
(including Flat Charges)	\$53,378	\$48,604	\$106,756	\$97,208
Policy Minimum Premium	\$48.040	\$43,743	\$96,080	\$87,487
Deposit Premium	\$53,378	\$43,743 \$48,604	\$96,080	\$87,487 \$48,604
Deposit Flat Charge(s)	\$55,578 NA	\$40,004 NA	\$53,378 NA	\$40,004 NA
Total Deposit Due	\$53,378	\$48,604	\$53,378	\$48,604
	<i><i><i>wwwwwwwwwwwww</i></i></i>	\$10,004	<i>\$</i> 00,010	¢ 10,004
Terrorism Risk Ins Act of 2002	\$1,601	\$1,458	\$1,601	\$1,458

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.

AND MIDWEST Employers Casually a Berkter Company		Endorsen	nent Schedule Quotation
Insurer:	Midwest Employers Casualty Company	Policy Effective Date:	07/01/2018
Insured:	City of Grosse Pointe Woods	Quote Date:	03/07/2018
Policy #:	EWC008739	Quote Expiration Date:	60 Days

Quote Option(s) 214271, 214272 Include(s) the following Endorsements:

CMB-187Two Year Policy Short Rate TableISI-285More Than One Premium Adjustment

The following endorsements apply to all quote options:

CMB-11	Amendment to Schedule Item 11
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-MI	Michigan



Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is shown below and does not include any charges for the portion of losses covered by the United States Government under the Act.

	<u>0214232</u>	<u>0214270</u>	<u>0214271</u>	<u>0214272</u>
TRIA Charge	\$1,601	\$1,458	\$1,601	\$1,458

Name of Insurer:Midwest Employers Casualty CompanyName of Insured:City of Grosse Pointe Woods

MAN Midwest Employers Casually Company 6^{BERKLEY COMPANY®}

Endorsement Effective: Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

ISI-254-EXC (8-13)

Date Printed:

Endorsement

Endorsement Effective: Policy No.: Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium: (a) Experience Modification Factor: (b) Other Modification Factor: Normal Premium:

Countersigned

Authorized Representative

MIDWEST EMPLOYERS CASUALTY COMPANY

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

CMB-11 (8-13)

Page 1 of 1

Date Printed:

Midwest Employers Casualty Company 6 BEARLEY COMMINY

Endorsement Effective:

Policy No.:

Named Insured:

Michigan Endorsement

This endorsement applies only to coverage provided by this Policy because Michigan is named in Item 3 of the Schedule Page.

Section A. Self-Insurance of the General Section of this Policy is amended to read as follows:

A. Self-Insurance. Our obligations under this Policy are subject to the condition that you are, at the inception of this Policy and shall remain until the end of the Policy Period, authorized to operate as a duly qualified self-insurer, in each State named in Schedule Item 3. If, after the inception of this Policy, the authority shown below in Section I. Cancellation of Part Six – Conditions revokes your authorization to operate as a duly qualified self-insurer, this Policy will apply as if you remain a qualified self-insurer.

Section C. Loss of Part One - Workers' Compensation Excess Indemnity is amended to read as follows:

- C. Loss under Part One of this Policy means the amount actually paid by you, after deduction of any Recovery, for regular benefits provided under the Michigan Workers' Compensation Law in effect on the date the accident or exposure to disease occurs. Loss shall include, but is limited to, 100% of the following payments:
 - 1. Benefit payments made by you as required by the Michigan Workers' Compensation Law;
 - 2. Benefit payments, as required in the Michigan Workers' Compensation Law that are due and owing to claimants;
 - 3. Benefit payments made on your behalf as required in the Michigan Workers' Compensation Law, by a surety under a bond or through the use of other security required by the director;
 - 4. Payments made by the Michigan Self-Insurers' Security Fund; and
 - 5. Payments for usual and customary claims allocated loss adjustment expenses as listed in Part Four Claims, Section L. Reimbursable Claim Handling Expense of this Policy.

Item 3 of Section J. Good Faith Claims Handling and Settlements of Part Four - Claims is amended to read as follows:

3. Settlement Within Your Retention. If you are presented with an objectively reasonable opportunity to reach a Full and Final Settlement of a Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it. If a Claim is filed in a State that will not allow a Full and Final Settlement, and you are presented with an objectively reasonable opportunity to reach a partial settlement of the Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it.

Section N. Commutation by Mutual Agreement of Part Four - Claims is deleted in its entirety.

Endorsement



Endorsement Effective: Policy No.:

Named Insured:

Section C. Bankruptcy or Insolvency of Part Six - Conditions of this Policy is amended to read as follows:

C. Bankruptcy or Insolvency. Your bankruptcy or insolvency shall not relieve us from the payment of any Loss covered by this Policy. After the Retention shown on the Schedule has been paid, payments shall be made by us as if you had not become bankrupt or insolvent but not in excess of the Specific Limit or the Aggregate Limit shown on the Schedule. Payment shall be made to the Trustee in Bankruptcy or as directed by the Michigan Self-Insurers' Security Fund. We shall never make payments below the Retention shown on the Schedule, nor shall our indemnity obligations under this Policy ever be increased or broaden because of your bankruptcy or insolvency.

Section D. Other Insurance of Part Six – Conditions of this Policy is amended to read as follows:

D. Other Insurance. If any other insurance, reinsurance, indemnity agreement or other reimbursement agreement exists protecting you against Loss covered by this Policy, the indemnity coverage afforded under this Policy shall be applied on a pro-rata basis with such other insurance, reinsurance, indemnity agreement or other reimbursement agreement.

Section I. Cancellation of Part Six - Conditions of this Policy is amended to read as follows:

I. Cancellation. You may cancel this Policy by giving us and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. We may cancel this Policy by giving you and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

Michigan Department of Licensing and Regulatory Affairs Workers' Compensation Agency Self-Insured Programs P.O. Box 30016 Lansing, Michigan 48909

If by mutual consent we agree with you to cancel this Policy, we will mail to the authority shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.

In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.

ANN Midwest Employers Casualty Company B ^{BERKLEY COMMANYS}	5	Endorsemen
Endorsement Effective:		
Policy No.:		
Named Insured:		,
The following section is addee	d to this Policy:	
MCLA Section 500.3008 Requ	uirements	
the Insured to any authorized shall be deemed to be notice by this Policy within the time s	rements of MCLA Section 500.3008, it is agre- agent of the Insurer within this State, with part to the Insurer; and it is also agreed that failure specified herein shall not invalidate any claim n possible to give such notice within the prescri ible.	iculars sufficient to identify the Insured to give any notice required to be given hade by the Insured if it shall be shown
Countersigned	MIDWEST EMPLO	YERS CASUALTY COMPANY
	Secretary	President
uthorized Representative	· · · · · · · · · · · · · · · · · · ·	
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Endorsement Effective: Policy No.: Named Insured:

More Than One Premium Adjustment Endorsement

Part Five - Premium of the Policy is amended to read as follows:

PART FIVE - PREMIUM

- A. Deposit and Adjustment Premiums. At the beginning of each Payroll Reporting Period set forth in Schedule Item 12, you must pay us the Deposit Premium and any flat charges shown in the Schedule.
 - 1. At the end of each Payroll Reporting Period set forth in Schedule Item 12 you shall owe us the amount by which the Final Premium is greater than the Deposit Premium.;
 - 2. At the end of the last Payroll Reporting Period, if the sum of the Deposit Premiums for all Payroll Reporting Periods is greater than the sum of the Final Premiums for all Payroll Reporting Periods, we shall owe you the difference.
- **B.** Payroll Report. Within forty-five (45) days after the end of each Payroll Reporting Period, you must send us a report showing the amount of Payroll earned by your Employees during the Payroll Reporting Period. The report must show Payroll separately for each classification identified in Schedule Item 11.
- **C.** Final Premium. The Final Premium due to us for each Payroll Reporting Period shall be computed as shown in Schedule Item 12(a).

Normal Premium means the sum of the products of your audited Payroll within each classification shown in Schedule Item 11 for each State named in Schedule Item 3 multiplied by the rate shown in Schedule Item 11 for the respective classification, the product of which shall be further multiplied by the Experience Modification Factor shown in Schedule Item 11(a) and/or any Other Modification Factor shown in Schedule Item 11(b).

Unless this Policy is cancelled, Final Premium shall be at least the Minimum Premium shown in the Schedule.

When determining Final Premium, any flat charges shown in the Schedule are not subject to additional computations or modification factors.

If we cancel this Policy, Final Premium shall be calculated pro rata based on the time this Policy was in force. Final Premium shall not be less than the pro rata share of the Minimum Premium shown in the Schedule.

If you cancel this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the Minimum Premium shown in the Schedule.

If this Policy is automatically cancelled because of the loss of your duly qualified self-insurer status as stated in Section A. Self-Insurance of the General Section of this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the total Minimum Premium shown in the Schedule.

The Final Premium due to us shall not be reduced by the existence of any other insurance, reinsurance, indemnity agreement or other reimbursement agreement protecting you against Loss covered by this Policy.



Endorsement Effective: Policy No.:

Named Insured:

- D. Payroll means the gross pay of your Employees for each Payroll Reporting Period plus other amounts and items earned by your Employees as part of their pay for each Payroll Reporting Period. Payroll also includes:
 - 1. Gross pay plus other amounts and items earned by your officers if covered under this Policy;
 - The contract price for materials and services performed by any individual deemed to be your Employee for liability purposes under the Workers' Compensation Law, if you do not have Payroll records for this individual; and
 - 3. Assigned Payroll attributed to volunteers for whom you are legally obligated to provide benefits under the Workers' Compensation Law. Assigned Payroll means:
 - a. For volunteers other than volunteer firefighters and volunteer police officers, the federal minimum hourly wage as of the effective date of this Policy multiplied by the hours worked by the volunteers, unless the work performed by the volunteers is similar to work performed by a paid Employee who is receiving more than the federal minimum hourly wage, in which event the wage reported for the volunteer worker shall be the same as the wage reported for the paid Employee; and
 - b. For volunteer firefighters or volunteer police officers, the greater of \$12,500 per year or the same wage as reported for a paid Employee performing similar work shall be included in Payroll for each such volunteer firefighter or volunteer police officer.

Duties performed by volunteers shall be assigned to the classification code which the duties would be assigned to if performed by regular Employees.

No amount is included in Assigned Payroll for any volunteer worker who is not covered under the Workers' Compensation Law because Part One of this Policy does not apply with respect to that worker.

- E. Records. You shall keep records of information needed to compute premium. You shall provide us with copies of those records when we ask for them.
- F. Audit. Upon our request, you shall let us or our representatives examine and audit all your Payroll records. Payroll records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, Payroll and disbursement records, and programs for storing and retrieving data. The audits may be conducted during your regular business hours.

Countersigned	MIDWEST EMPLOYERS CASUALTY COMPANY		
Authorized Representative	Secretary	President	
This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.			
ISI-285 (8-13)	Page 2 of 2	Date Printed:	



Endorsement Effective: Policy No.: Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your Policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is _____ and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned	MIDWEST EMPLOYE	MIDWEST EMPLOYERS CASUALTY COMPANY	
Authorized Representative	Secretary	President	
This endorsement forms part of the Policy to which attached, a terms and conditions of the Policy remain unchanged.	effective on the inception date of the Policy	unless otherwise stated herein. All other	
СМВ-197 (1-15)		Date Printed:	

Midwest Employers Casually Company 6 BERKLEY COMPANY

Endorsement Effective: Policy No.:

Named Insured:

Two Year Policy Short Rate Table Endorsement

If you cancel this Policy prior to the expiration of the two-year Policy Period shown in Schedule Item 5, the following short rate table will apply to the Total Estimated Policy Premium shown in Schedule Item 12(c):

Short
Rate
Percentage
13%
19%
23%
27%
31%
35%
39%
43%
47%
. 51%
55%
59%
63%
67%
71%
75%
79%
82%
85%
88%
91%
94%
97%
100%

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

CMB-187 (8-13)

Date Printed:

Endorsement

Mark Sledzinski

Subject:

FW: City of Grosse Pointe Woods - July 1, 2018/2019 Excess WC New Business Submission

From: Scott Brickson [mailto:Scott.Brickson@safetynational.com]
Sent: Wednesday, March 07, 2018 12:35 PM
To: Jan Gibson
Cc: Jeffrey Hunter
Subject: RE: City of Grosse Pointe Woods - July 1, 2018/2019 Excess WC New Business Submission

This message was sent securely using Zix*

Jan, thank you very much for the opportunity to look at this account for you.

Unfortunately, we are not currently in a competitive situation for this account.

For municipalities, we generally start our SIR's at \$500,000 with premiums a good deal in excess of what you mention below.

As such, we will close our file for now.

Thanks,

Scott

B. Scott Brickson Director – Excess Workers' Compensation Direct: (314) 692-1368 | Main: (888) 995-5300 | Cell: (314) 488-5813 Scott.Brickson@safetynational.com | www.safetynational.com





A member of the Tokio Marine Group





PROPOSAL FOR

City of Grosse Pointe Woods

Contract Term: July 1, 2018 - June 30, 2020

SUBMITTED BY Patricia Wehrung Senior Account Executive

> (248) 825-2636 | Office Patricia.wehrung@yorkrsg.com

645 W. Grand River Avenue, Suite 100 Howell, MI 48843

April 5, 2018

York's Fee Proposal for City of Grosse Pointe Woods

March 22, 2018

Claims Services

York will provide claims handling at the following rate:

ANNUAL FEE			
LINE OF BUSINESS	7/1/2018-6/30/2019	7/1/2019-6/30/2020	
Workers' Compensation	\$22,185.00	\$22,577.00	
Loss Prevention Services	2 Days Included	2 Days Included	
Annual Fee	\$22,185.00	\$22,577.00	

Definitions:

Annual Fee: York's Annual Fee quotation is a guaranteed flat annual fee and applies to claims administration services provided during the 12 month contract term. Any additional administration beyond the initial 12 month contract term will be subject to an additional negotiated flat annual fee or other mutually agreed upon rate structure. If there is a significant increase in claims volume, York may propose additional charges. If client agrees to such additional charges, the fees will be adjusted accordingly. If client does not agree to such charges, York will have the right to terminate services on 60 days' notice.

Services of the Account Manager, along with telephonic claim reviews, medical bill review and claim reporting are provided at no additional charge.

General Fees, Services, Terms and Conditions

> Outside Activity/Field Investigations will be billed at time and expense.



- During the term of a multi-year contract, except for items for which pricing for each year is explicitly listed above, pricing for each year after the first full year will increase by the greater of 3% or the percentage increase as reported by the U.S. Department of Labor Bureau of Labor Statistics (<u>http://www.bls.gov/cpi/home.htm</u>) for the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract. For all contracts, pricing at the end of the contract term and each year thereafter will increase by such amount, provided that (i) both parties agree and enter into a renewal contract, or (ii) the parties continue with the existing contract on a month-to-month basis.
- Billing: York will issue an electronic invoice quarterly, via e-mail. Payments shall be due and payable no later than thirty days from the invoice date.
- City of Grosse Pointe Woods may request that the services York performs be rendered in a particular or different way or additional services be provided, and York will make all reasonable efforts to comply. If such request increases York's cost of providing the services, York shall be entitled to an equitable adjustment in its compensation.
- WC Subrogation: York's fee per feature pricing includes placing parties that it deems responsible on notice. Pursuit of subrogation beyond this point can be performed at 25% of recovery** (exclusive of attorney fees and expenses related to litigation as well as expenses, such as locate searches, skip traces, cost and origin reports, copy service, etc. or any agreed upon contingency fees). ** York uses an external business partner to pursue third party WC claim recoveries.
- > Claims and Allocated Loss Adjustment Expenses (ALAE) may be handled in two ways:
 - ✓ City of Grosse Pointe Woods may elect to fund an account established and maintained by York. In this case, City of Grosse Pointe Woods will maintain and provide timely replenishment of funds to pay all Claims and ALAE and to avoid penalties and late payments. York will electronically provide a monthly recap of all deposits as well as Claims and ALAE payments. City of Grosse Pointe Woods will be responsible for bank fees with respect to the account.
 - ✓ City of Grosse Pointe Woods may elect to maintain and fund a client-owned account from which York will issue all Claim and ALAE payments. In this case, City of Grosse Pointe Woods will provide York with the facsimile signature of an officer, director, partner or employee of City of Grosse Pointe Woods to print digitally on the checks. City of Grosse Pointe Woods will be responsible for bank fees with respect to the account.
- > York's proposed fees will remain in effect for 90 days from the date of this proposal.
- This proposal contemplates that York will be entering into a direct contract with City of Grosse Pointe Woods. Should York be required to contract with any other party, different terms may apply.
- If additional loss prevention service is desired, the cost will be \$1,200 per day. The per-day charge includes survey, research and preparation time spent in



Proposal for City of Grosse Pointe Woods, MI | April 5, 2018

conjunction with the written report. Any laboratory fees incurred will also be billed separately.

Allocated Loss Adjustment Expenses

York will arrange for various services and other costs as agent for our client. These costs are referred to as Allocated Loss Adjustment Expenses (ALAE). A list of these expenses follows. Payment of ALAE is the responsibility of City of Grosse Pointe Woods. York's fees do not cover ALAE, and York is under no obligation to pay ALAE with its own funds.

- Fees of outside counsel for claims in suit, coverage opinions and litigation and for representation at hearings or pretrial conferences
- ➢ Fees of court reporters
- > All court costs, court fees and court expenses
- ➢ Fees for service of process
- > Costs of undercover operatives and detectives
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams
- Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought
- > Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceeding
- > Costs for copies of any public records or medical records
- > Costs of depositions and court reported or recorded statements
- > Costs and expenses of subrogation
- Costs of engineers, handwriting experts or any other type of expert used in the preparation of litigation or used on a one-time basis to resolve disputes
- ➢ Witness fees and travel expenses
- > Costs of photographers and photocopy services
- > Costs of appraisal fees and expenses (not included in flat fee or performed by others)
- > Costs of indexing claimants
- > Services performed outside York's normal geographical regions
- > Costs of outside investigation, signed or recorded statements
- Out of the ordinary expenses incurred in connection with an individual claim or requiring meeting with Customer
- > Any other extraordinary services performed by York at Customer's request
- > Investigation of possible fraud including SIU services and related expenses
- Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Customer.

York may, but need not, elect to utilize its own staff or affiliated entities to perform any of these services. Associated fees and costs will be charged as ALAE.



Proposal for City of Grosse Pointe Woods, MI | April 5, 2018

Managed Care Fees:

DETAIL	Fee	
MEDICAL BILL REVIEW-WORKER	S COMPENSATION	
Fee Per Bill – All States	Included	
State EDI Reporting in Required States	Add \$1.45 per Bill	
Enhanced Audit Savings	30% of Savings	
PPO Network & Out of Network Savings	30% of Savings	
PPO Network Panels (Required States)	No Charge	
PPO Network Panels (Non-Required States)	\$9.00 per Panel	
Case Managemen	1 7	
Telephonic Case Management	\$98.00 per Hour	
	\$98.00 per Hour, Plus Mileage	
Field Case Management	(IRS Reimbursement Rate & Expenses)	
Life Care Plan	\$150.00 per Hour	
CareWorks Nurse Hotline (24/7 Nurse Triage)	\$95.00 per Incident	
Alternative RTW (MDOS)	\$695.00 per placement plus FCM hourly rate for initial visit	
UTILIZATION REVIEW / CERT	IFICATION	
Nurse Review	\$95.00 per Review	
Physician Review (additional fee when applicable)	\$195.00 per Review	
Appeal Reviews	\$275.00 per Review	
PEER REVIEW		
Peer Review	\$195.00 - \$400.00 per Hou Depending on Specialty	
Physician Intervention Review (Pharmacy Review w/P2P)	\$275.00 per Hour	
Rush Fee	\$100.00	
Medicare Secondary Payer S	ERVICES (MSA)	
Mandatory CMS MMSEA Reporting	\$8.75 per claim	
Standard MSA	\$2,950.00 per Referral	



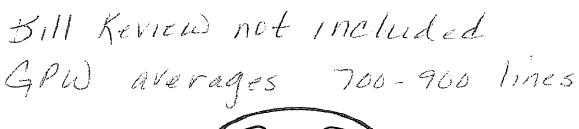
Complex/Catastrophic MSA	\$3,500.00 per Referral
Rush MSA Additional	\$500.00 per Referral
MSA CMS Submission	\$500.00 per Referral
Medical Cost Projections	\$1,750.00 per Referral
Conditional Payment Request	\$150.00 per Inquiry
Conditional Payment Dispute Resolution	\$125.00 per Hour
Final Settlement Document Submission	\$125.00 per Referral
Medicare / Medicaid Investigation	\$50.00 per Inquiry
Medical Cost Projection to MSA Conversion	\$1,200.00 per Referral

York's medical management services include a complete suite of all ancillary medical services, using multiple networks that address our clients' needs – including, but not limited to, pharmacy benefit management, diagnostics, durable medical equipment, transportation and translation, home health, physical therapy, and independent medical exams. These services are subject to the bill review rates as quoted above, plus the applicable percentage of network savings achieved below the fee schedule or usual & customary charges.

IT Fees:

STERMICE	DESCRIPTION	Pres
Exit Data Services	ITD Claim, transactions, notes, images (standard formats)	\$185 per Hour







Service Fee Proposal Grosse Pointe Woods

Term: One, Two or Three Years

Annual Claims Service Fee

7/1/2018- 6/30/2019	\$ 20,740	Flat Annual Fee
7/1/2019- 6/30/2020	\$ 20,740	Flat Annual Fee
7/1/2020 -6/30/2021	\$ 20,740	Flat Annual Fee

The Claims Service Fee covers the cost of the following services indicated below.

- Claims administration for all medical only, incident only and Indemnity claims during the contract period.
- Dedicated adjuster assigned from our Grand Rapids Office. (Tammy Micho)
- Assumption of existing claims from York Risk Services- Conversion of history into our system.
- Unlimited monthly loss -run distribution via email to client, over 100 standard report options.
- One Login ID and password to claim system. Additional Login ID's are \$250 per year.
- CMS/ Section 111 reporting.
- Processing Annual Assessments due to the State of Michigan.
- Banking arrangement for loss fund. All costs of check stock required to make claim payments
- 1099 Reporting as required
- Excess Carrier reporting.
- Assist with providing information to complete the annual self- insurance application.
- Claim review meeting Telephonic as desired
- Claim review meeting on site up to 2 meetings per year.
- Two days of Loss Control Service per year is included in the fee. Service provided by Strategic Safety Inc.
- Claims handled to conclusion within the fee paid, as long still client still active with Eagle Claims. In the event the client requires Eagle to provide claims services after the expiration or termination date of the last agreement. Additional fees will apply until all claims are closed or claims are transferred to another service provider.

Allocated Loss Adjustment Expense (ALAE)

There will be fees and costs not included above that are considered part of the process. The examples of ALAE included but are not limited to:

- Attorney Fees
- Bill Review Fees
- PPO Fees
- Surveillance Fees

- IME
- Vocational Rehabilitation
- Other Medical Management Fees
- PBM fees.
- Other Vendors who are not employees of Eagle Claims Management

Bill Review

Eagle Claims Management partners with Genex to perform bill review services. Genex has 38 years of experience with a team of 210 dedicated employees in the bill review process. Charges are \$1.25 per line with a 2 line minimum and 30% of savings below the fee schedule. These fees will be billed monthly as incurred. No charges for duplicate reviews, no additional charges for reconsideration. PPO access includes running all bills thought a hierarchy of 5 PPO's in Michigan to achieve the highest PPO penetration.

Loss Control Services

Additional Loss Control service can be added for a rate of \$ 140 per hour.

Payment Terms

Payments can be made monthly, quarterly, semiannually or annually. No installment fees

THE CONSORTIUM



CONSORTIUM PARTICIPANT. The City of Grosse Pointe Woods **CITY MANAGER.** Mr. Bruce Smith **REGARDING.** Return on Investment Analysis – The Consortium Initiative DATE. March 16, 2018 By. Lucas Ottinger & Mark Lewandowski, Rocket Fiber

EXECUTIVE SUMMARY. Rocker Fiber is pleased to present our analysis of costs for The Consortium Initiative. Rocket Fiber projects that the The City of Grosse Pointe Woods will yield an 142% respectively for the Initiative. The cumulative savings on the infrastructure purchase over the costs of continued leasing is expected to be about \$407,846 over the 20-year life of the venture, based on the assumptions and analysis, below. Details of this analysis are enclosed.

CURRENT VIEW & BACKGROUND.

The construction of the fiber ring and laterals reflected as the Purchase Price, will replace your current internet lease/service expenditure with a shared 10Gbps (Gigabit Per Second) circuit provided by Rocket Fiber to the Consortium for the next 15 years. Capital costs for the Initiative, including the Wayne State Connection is expected to be \$286,317 and \$2,831,576 to the City of Grosse Pointe Woods and the Consortium, respectively. We compiled your internet lease/service costs and computed those to be \$23,822 annually. We expect that following the construction of the ring infrastructure, those lease/service costs will be replaced with depreciation. Rocket Fiber expects the infrastructure will last more than 25-30+ years, consistent with industry asset lives; however, our analysis conservatively reflects a shorter useful life for depreciation purposes. This provides upside to our analysis. Depreciation expense is anticipated to be \$14,316 per year over the 20-year life that we anticipate you will use for your audit records or Comprehensive Annual Financial Report. The favorable savings comparison on a Current Year Basis is \$23,903 per year, without adjustment for future utilization or rate changes.

Assumptions & ANALYSIS. To consider the costs and return over the 20-year life of the assets, is an uncertain exercise, but the principle factors influencing costs over the period are Participant expected usage and rate per meg changes. Rocket Fiber undertook to consider these aspects in our analysis. Usage growth rates could exceed the costs of the 10Gbs circuit provided with the Consortium Initiative. Rocket Fiber considered such bandwidth purchases or Consortium usage rebalancing beyond the scope of our analysis. We also did not rate adjust any Participant but applied the methodology consistently to all Participants and capped usage growth rates to the offer by Rocket Fiber.

Future Usage Determination. The City of Grosse Pointe Woods is estimated to use about 500 Mbps of bandwidth. According to an annual white paper produced by Cisco, "Overall, IP traffic will grow at a Compound Annual Growth Rate (CAGR) of 24 percent from 2016 to 2021." We expect this growth to continue over the full term of the Initiative. As higher utilization drives increasing costs which impact our analysis over the Initiative, our analysis considered the growing needs of the Consortium and The City. The City may grow slower than the average expected rate, or they may elect to cap or constrain their internet usage and not grow at trend. These assumptions could be used to inflate costs. Therefore, for this analysis, Rocket Fiber concluded to use 7% CAGR rate of growth on usage, expecting that this utilization is a conservative assumption, and leaves upside to the ROI analysis if growth moves closer to trend. Based on this analysis, the City is expected to increase utilization from about 500 Mbps to over 983 Mbps over 10-years. At Year 10, the analysis reflects 10Gbps utilization for the Consortium, as a whole, using a 7% CAGR.

Rocket Fiber reversed this usage analysis and computed a look-back basis for the City's comparison and consideration of the reasonableness of our assumption. Based on that analysis, this City would have used about 242 Mbps of bandwidth in 2008.

Future Rate Determination. Along with evaluating increasing usage, our analysis considered rate changes that may take place over the ownership period. Based on the records we reviewed, The City of Grosse Pointe Woods currently reflects a rate of \$3.97 per Meg. Rocket Fiber conservatively anticipates a 2% CAGR decline in the rate per Meg that the Ciry is paying to reflect increased volume purchasing and downward rate pressure on network equipment costs over the venture's life. This rate is expected to be \$3.24 in Year 10.



City of Grosse Pointe Woods – April 17, 2018

Service Location			Item Cost		
Fiber Ring			\$113,687.00		
Laterals					
GP Woods - Toorey Rd			\$16,324.82		
GP Woods -DPW			\$34,641.65		
GP Woods -Lakefront Park			\$107,746.86		
Grosse Pointe Woods City Hall Complex-Primary			\$11,897.98		
Grosse Pointe Woods City Hall Complex-Secondary			\$16,872.53		
Macomb County Community College Leg			\$51,571.00		
Wayne State University Leg			\$44,408.00		
	Total Lateral Cost	\$	187,483.84		
	Total Ring Cost	\$	113,687.00		
	Total Macomb Cost	\$	51,571.00		
	Total WSU Cost	\$	44,408.00		
	Total Cost	<u>\$</u>	397,149.84		

MAY 1 0 2018 CITY OF GROSSE PTE. WOODS **CONTRACT FOR EMERGENCY MEDICAL SERVICES BETWEEN MEDSTAR, INC.** AND the Cities of Grosse Pointe Woods, Grosse Pointe Farms, and Grosse Pointe.

RECEIVED

THIS AGREEMENT is effective this 1 day of January, 2018 by and between Medstar, Inc., a Michigan not for profit Corporation, hereinafter referred to as "Medstar", with its registered and principal office at 380 N. Gratiot, Clinton Township, Michigan 48036, and the City of Grosse Pointe Woods, Grosse Pointe Farms, and Grosse Pointe, referred to as "Cities".

RECITALS

Medstar is a licensed Emergency Medical Services Agency approved and licensed by the Michigan Department of Community Health pursuant to Section 20918 of Public Act 375 of 2000, an amendment to Public Act 368 of 1978, known as the "Public Health Code", to provide emergency and interfacility ambulance service in, but not limited to, the area of the Grosse Pointe Communities, Wayne County, Michigan.

Cities are desirous of insuring safe, effective, and clinically appropriate ambulance service for persons within the Cities.

Accordingly, Medstar and the Cities agree to the following:

AGREEMENT

The technical terms and phrases used in this agreement have the definitions set out in Act No. 368 of the Michigan Public Acts of 1978, as amended, including Act No. 375 of Michigan Public Acts of 2000, as amended, and the rules and regulation promulgated by the Department of Community Health as amended from time to time. Medstar's responsibilities under the

agreement are at all times governed by statutes, rules, and regulations pertaining to emergency medical services.

<u>ARTICLE I</u> <u>SERVICE AREA</u>

The City of Grosse Pointe, Grosse Pointe Woods, and Grosse Pointe Farms shall be the service area affected by this agreement.

ARTICLE II SERVICE

Medstar will provide Cities advanced and basic life support ambulance service when request by the Cities as defined in article V.

ARTICLE III QUALIFICATIONS OF MEDSTAR

Medstar will furnish ambulances and response vehicles licensed by the Michigan Department of Community Health EMS Division, and staffed with personnel appropriate for the license level of each vehicle. Medstar will provide advanced life support (ALS) ambulances staffed by at least one paramedic and one Emergency Medical Technician, and basic life support (BLS) ambulances, staffed by two Emergency Medical Technicians as the basis of this agreement.

Medstar will maintain accreditation by the Commission on Accreditation of Ambulance Services (CAAS) throughout the course of this agreement, and will notify the Cities of any changes to its accreditation status.

ARTICLE XII PATIENT SATISFACTION SURVEY

Medstar will survey patients receiving services from Medstar under this agreement regarding customer satisfaction through the utilization of an independent, nationally benchmarked patient satisfaction survey. Survey data will be furnished on a quarterly basis to the City Managers.

ARTICLE IV MEDICAL CONTROL

The Michigan Department of Consumer and Industry Services has designated a medical control authority for the County of Wayne under Section 20910(1)(k) of the act. Accordingly, the supervision of emergency medical services to be provided by Medstar is under the direction of the Detroit East Medical Control Authority and its designated medical physician director pursuant to Section 20906 of the act.

ARTICLE V EMERGENCY MEDICAL DISPATCH / CALL CATEGORIZATION

Medstar will maintain a communication link between its dispatch center and the designated dispatch centers utilized by the Cities.

Cities designated dispatch center will provide Emergency Medical Dispatch (EMD) call screening utilizing the National Academy of Emergency Medical Dispatch (NAEMD) triage criteria, and will categorize requests for EMS service through the use of the process. The Cities designated dispatch center will provide Medstar summarized call information including address and cross streets, primary medical complaint of the anticipated patient(s), and the categorization of the request based on the call screening process.

Call Determinant	Ambulance	Ambulance	First Response	Response Time
Level	Response	Level	Mode	Criteria
	Mode			
Echo	RLS	ALS	RLS	8/90
Delta	RLS	ALS	RLS	8/90
Charlie	NRLS	BLS	N/I	11/90
Alpha	NRLS	BLS	N/I	11/90
Omega	Referral to Al	ternative Care	t	1

Medstar will utilize the appropriate level and response mode for each response, as categorized through the national criteria.

ARTICLE VI RESPONSE TIME

Medstar will respond to requests for services within a reasonable time, consistent with the categorization of the request based on the call screening process and in compliance with any applicable medical control authority protocols. Emergency requests requiring the highest priority of medical response will be monitored to insure an eight (8) minute, 59 second or less response 90% of the time. Emergency requests requiring the less than the highest priority of medical response time will be monitored to insure an eleven (11) minute, 59 second or less response 90% of the time. Requests that are non-emergency in nature (lift-assists, check-outs, etc.) will receive service times as generated by the status of the EMS system at the time of the request.

Medstar will provide the Cities designated representative quarterly reports summarizing the response time performance data.

ARTICLE VII INDEMNITY

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. Medstar will defend and indemnify Cities from and for any and all liability or claims arising out of Medstar's performance of services under this agreement. The Cities and Medstar also retain all rights to assert common law indemnification and statutory contribution.

ARTICLE IX PAYMENT AND FEES TO BE CHARGED

For all services rendered, Medstar will charge the fees in its Normal Service Fee Schedule (attached here as an exhibit and as amended from time to time) for such service directly to said person, and such fees will be in an amount not higher than those fees charged by it for similar services in each of those communities in which it operates in and about the vicinity of the Cities. Medstar represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances. During the term of this Agreement, Medstar will provide notice to the Cities of any change in its fee schedule. Medstar will accept assignment of Medicare, Medicaid, and commercial payment, and will collect co-pays and deductibles from the responsible party or, if applicable, from supplemental insurance. Except as otherwise indicated, the Cities is not obligated to collect and/or pay to Medstar any fees it may charge that are not paid by the responsible party. In the event that Medstar renders services to a Cities employee who is injured in the line of duty, it will bill the Cities or, if applicable, the Cities worker's compensation carrier.

ARTICLE X BASE OF OPERATIONS

Medstar's headquarters and dispatch site is at 380 N. Gratiot, Clinton Township, Michigan 48036.

Medstar deploys its ambulances from various strategic locations within and near the Cities to optimize safe response time performance.

ARTICLE XIII INSURANCE

Medstar will secure and maintain throughout the term of this Agreement insurance coverage described below from companies in a form and amount acceptable to the Cities:

A. Worker's Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by Medstar to staff the "Unit".

B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below;

General Liability - \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

Automobile Liability - \$1,000,000 combined single limit.

Cities will be named as Additional Insured on such policies. Such insurance will be primary for any liability of Medstar arising out of its indemnification of Cities pursuant to Article VII. Medstar will also maintain Excess Liability in the amount of \$10,000,000 or such amounts as Medstar deems reasonable from year to year, but in no event less than \$5,000,000. Medstar agrees to furnish a copy of each of the foregoing policies to the Cities at or prior to the execution of this Agreement. Each of these policies must also provide that it may not be modified or cancelled without thirty (30) days prior written notice to the Cities.

ARTICLE XIV INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Medstar is an independent contractor for all purposes of this agreement. Medstar is not an agent, servant, employee, or appointee of the Cities.

ARTICLE XV COMPLIANCE WITH LAWS

Medstar will comply with all Federal and Michigan laws and all ordinances of the political subdivisions in which it operates regarding all matters relating to the performance of this agreement including, but not limited to, all such laws and ordinances concerning licensing, training, personnel, and operation of motor vehicles.

ARTICLE VIII SUBSIDY AND TERM OF AGREEMENT

This Agreement is effective as of the date first written above. The term of this Agreement is for three (3) years from and after January 1, 2018. The cities shall pay Medstar \$125,000 per year, paid in quarterly payments as am operating subsidy for the services provided. The division of the subsidy will be determined by the designated city officials from each city.

ARTICLE XVI TERMINATION

This agreement may be terminated by either party upon delivery of written notice of termination not less than one hundred and 180 (180) days prior to the effective date of the

termination. Such notices will be considered made if deposited in the United State mail with proper postage for first class postage addressed to the following addresses of the respective parties:

> City of Grosse Pointe Farms Shane Reeside, City Manager 90 Kerby Road Grosse Pointe Farms, MI 48236

City of Grosse Pointe Woods Bruce Smith, City Administrator 200025 Mack Plaza Grosse Pointe Woods, MI 48236

City of Grosse Pointe Peter Dame, City Manager 14147 Maumee Avenue Grosse Pointe, MI 48230

Medstar Kolby C. Miller, Chief Executive Officer 380 N. Gratiot Clinton Township, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reasons for the Cities Notice of Termination, and Medstar will have 30 days thereafter to address the concerns that prompted the Cities to give Notice of Termination.

ARTICLE XVII COMPLETE AGREEMENT

This document constitutes the complete agreement between the parties. There are no oral or other written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement.

ARTICLE XVIII

NON-DISCRIMINATION

Both parties agree that any services to be provided will be provided in a manner that does not discriminate on the basis of race, religion, color, national origin, sex, age, height, weight, handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

The parties executed this agreement on the date and year written above.

City of Grosse Pointe

BY: _________Name of Representative

City of Grosse Pointe Woods

City of Grosse Pointe Farms

BY: _____

_____ . Name of Representative

Medstar, Inc.

BY: ____

Kolby Miller, Chief Executive Officer

Committee-of-the-Whole Excerpt 03/26/18

Next, **emergency medical services** – **Medstar** was discussed. Although scheduled to be in attendance, Mr. Kolby was not present. The Mayor stated when the City entered into this arrangement, the proposal included Medstar staff housing in our accessory quarters building at a cost of \$14,000.00. Medstar was compensated for every run through patient insurance claims. If residents did not have insurance the City reimbursed the cost, which totaled \$26,000.00 in FY 2016/17.

Mr. Kolby had submitted a new proposal including keeping vehicles on the street with no housing here resulting in the City losing \$14,000.00. There was a consensus of the Committee that this new proposal is calculated in a fashion that subsidizes other cities.

Medstar wants a subsidy that would be divided by the three cities in the amount of \$125,000.00, with the cities to determine their individual shares. The other cities are proposing Grosse Pointe Woods pay \$56,250.00, Grosse Pointe Farms pay \$45,000.00, and Grosse Pointe City pay \$23,750.00. The City Administrator identified an approximate \$400.00 charge per patient transport. Grosse Pointe Woods' transport number is 720, Grosse Pointe Farms 370, and Grosse Pointe City 180. Because Grosse Pointe Woods supplies a larger call volume than the other communities, our cost should be less than the others for having the largest volume. Currently, Grosse Pointe Farms pays \$100,000.00.

Discussion ensued regarding response time. It was stated that Medstar's response times were reported between eight and nine minutes. The City Administrator was asked to provide the City's previous Advanced Support Life System response times, as well as Medstar's previous response times. The Mayor also stated the contract should be changed to the fiscal year, July 1, rather than January. The City Attorney is to provide information regarding whether Medstar has any immunity by statute or otherwise.

The City Administrator was asked to have Mr. Kolby in attendance at a future Committee-of-the-Whole to discuss his proposal. This item is to remain on the Committee-of-the-Whole.

COW 1/26/10 5 MAR I 6 2018 CONTRACT FOR EMERGENCY MEDICAL SERVICES AND the cities of Grosse Pointe Woods, Grosse Pointe Farms, and Grosse Pointe.

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Call Determinant	Ambulance	Ambulance	First Response	Response Time
Level	Response	Level	Mode	Criteria
	Mode			
Echo	RLS	ALS	RLS	8/90
Delta	RLS	ALS	RLS	8/90
Charlie	NRLS	BLS	N/I	11/90
Alpha	NRLS	BLS	N/I	11/90
Omega	Referral to Al	ternative Care	L	L

Medstar will utilize the appropriate level and response mode for each response, as categorized through the national criteria.

ARTICLE VI RESPONSE TIME

Medstar will respond to requests for services within a reasonable time, consistent with the categorization of the request based on the call screening process and in compliance with any applicable medical control authority protocols. Emergency requests requiring the highest priority of medical response will be monitored to insure an eight (8) minute, 59 second or less response 90% of the time. Emergency requests requiring the less than the highest priority of medical response time will be monitored to insure an eleven (11) minute, 59 second or less response 90% of the time. Requests that are non-emergency in nature (lift-assists, check-outs, etc.) will receive service times as generated by the status of the EMS system at the time of the request.

Medstar will provide the Cities designated representative quarterly reports summarizing the response time performance data.

ARTICLE VII INDEMNITY

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. Medstar will defend and indemnify Cities from and for any and all liability or claims arising out of Medstar's performance of services under this agreement. The Cities and Medstar also retain all rights to assert common law indemnification and statutory contribution.

ARTICLE IX PAYMENT AND FEES TO BE CHARGED

For all services rendered, Medstar will charge the fees in its Normal Service Fee Schedule (attached here as an exhibit and as amended from time to time) for such service directly to said person, and such fees will be in an amount not higher than those fees charged by it for similar services in each of those communities in which it operates in and about the vicinity of the Cities. Medstar represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances. During the term of this Agreement, Medstar will provide notice to the Cities of any change in its fee schedule. Medstar will accept assignment of Medicare, Medicaid, and commercial payment, and will collect co-pays and deductibles from the responsible party or, if applicable, from supplemental insurance. Except as otherwise indicated, the Cities is not obligated to collect and/or pay to Medstar any fees it may charge that are not paid by the responsible party.

In the event that Medstar renders services to a Cities employee who is injured in the line of duty, it will bill the Cities or, if applicable, the Cities worker's compensation carrier.

ARTICLE X BASE OF OPERATIONS

Medstar's headquarters and dispatch site is at 380 N. Gratiot, Clinton Township, Michigan 48036.

Medstar deploys its ambulances from various strategic locations within and near the Cities to optimize safe response time performance.

ARTICLE XIII INSURANCE

Medstar will secure and maintain throughout the term of this Agreement insurance coverage described below from companies in a form and amount acceptable to the Cities:

A. Worker's Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by Medstar to staff the "Unit".

B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below;

General Liability - \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

Automobile Liability - \$1,000,000 combined single limit.

Cities will be named as Additional Insured on such policies. Such insurance will be primary for any liability of Medstar arising out of its indemnification of Cities pursuant to Article VII. Medstar will also maintain Excess Liability in the amount of \$10,000,000 or such amounts as Medstar deems reasonable from year to year, but in no event less than \$5,000,000. Medstar agrees to furnish a copy of each of the foregoing policies to the Cities at or prior to the execution of this Agreement. Each of these policies must also provide that it may not be modified or cancelled without thirty (30) days prior written notice to the Cities.

ARTICLE XIV INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Medstar is an independent contractor for all purposes of this agreement. Medstar is not an agent, servant, employee, or appointee of the Cities.

ARTICLE XV COMPLIANCE WITH LAWS

Medstar will comply with all Federal and Michigan laws and all ordinances of the political subdivisions in which it operates regarding all matters relating to the performance of this agreement including, but not limited to, all such laws and ordinances concerning licensing, training, personnel, and operation of motor vehicles.

ARTICLE VIII SUBSIDY AND TERM OF AGREEMENT

This Agreement is effective as of the date first written above. The term of this Agreement is for three (3) years from and after January 1, 2018. The cities shall pay Medstar \$125,000 per year, paid in quarterly payments as am operating subsidy for the services provided. The division of the subsidy will be determined by the designated city officials from each city.

ARTICLE XVI TERMINATION

This agreement may be terminated by either party upon delivery of written notice of termination not less than one hundred and 180 (180) days prior to the effective date of the termination. Such notices will be considered made if deposited in the United State mail with

proper postage for first class postage addressed to the following addresses of the respective parties:

City of Grosse Pointe Farms Shane Reeside, City Manager 90 Kerby Road Grosse Pointe Farms, MI 48236

City of Grosse Pointe Woods Bruce Smith, City Administrator 200025 Mack Plaza Grosse Pointe Woods, MI 48236

City of Grosse Pointe Peter Dame, City Manager 14147 Maumee Avenue Grosse Pointe, MI 48230

Medstar Kolby C. Miller, Chief Executive Officer 380 N. Gratiot Clinton Township, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reasons for the Cities's Notice of Termination, and Medstar will have 30 days thereafter to address the concerns that prompted the Cities to give Notice of Termination.

ARTICLE XVII COMPLETE AGREEMENT

This document constitutes the complete agreement between the parties. There are no oral or other written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement.

ARTICLE XVIII NON-DISCRIMINATION

Both parties agree that any services to be provided will be provided in a manner that does not discriminate on the basis of race, religion, color, national origin, sex, age, height, weight, handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

The parties executed this agreement on the date and year written above.

City of Grosse Pointe

City of Grosse Pointe Woods

City of Grosse Pointe Farms

Medstar, Inc.

BY: _

Kolby Miller, Chief Executive Officer

Date:May 9, 2018To:Bruce J. Smith, City AdministratorFrom:Frank Schulte, Director of Public ServicesSubject:Proposed Miniature Golf Course at Lake Front Park

RECEIVED MAY - 9 2018 CITY OF GROSSE PTE. WOODS

The Department of Parks & Recreation and the Department of Public Services have reviewed the operating and financial documents the Grosse Pointe Woods Foundation submitted for a proposed miniature golf course at the Lake Front Park. After reviewing the plans we have concerns pertaining to start-up costs proposed by the foundation.

According to the "Miniature Golf Construction" document from the Amusement Construction Co. Inc. submitted on March 6, 2018 the "owner" will be responsible for an estimated \$165,750.00 in additional work and equipment (see Table 1-Estimated Construction Costs.)

Additionally, the Amusement Construction Co. Inc. will need to provide funding for the performance bond and a certificate of liability insurance.

After reviewing the Foundation's document referring to revenue and expenses submitted on April 19, 2018 the staff feels there is data missing from both the projected revenue and expenses.

Regarding the revenue portion of the calculation table the following data has not been taken into account: (see Table 2 – Estimated Annual Revenue)

- Limited daylight hours
- Activity Building hours of operation
- Current facility usage of the park and Activities Building
- Loss of revenue due to inclement weather

The expense portion of the calculation table that has not been taken into account include: (see Table 3 – Estimated Expenses)

- Opening shift arriving 30 minutes prior to opening for set-up
- Closing shift ending 1 hour to allow residents to finish the games and clean-up
- Shifts not exceeding 5 hours due to child labor laws
- Daily/weekly maintenance by an Operator 1 at 2.25 hours per day
- Yearly maintenance by 2 full time Operator 2 at 40 hours each
- Supervision oversight by Park Foreman at 5 hours per week (scheduling, payroll, ordering supplies, cash handling operations, fincial operations, etc.)
- Utilities at \$1,500.00 per season
- Property tax increase \$11,550.00 annually estimated by the City of St. Clair Shores based on \$200,000.00 value
- General depreciation expense, \$5,000.00 annually

Based on our projections the course will need approximately \$19,488.00 annually funded by the City.

Recommendation:

Although we believe this a novel concept and would bring another amenity to Lake Front Park, we do not feel the Miniature Golf course is in the best interest of the City based upon additional construction costs of \$165,750.00 and our projections showing an operating deficient of \$19,488.00 based on Tables 1, 2, and 3.

Proposed Miniature Golf Course -Donated by GPW Foundation

Parks and Rec Table 1 - Estimated Construction Costs

Description	Estimated Cos
Four light poles with twp 1000-watt LED fixtures	\$25,000.00
There is no score card stands supplied on quote	\$2,500.00
Owner will be responsible for bridge in course and is not part of quote - ?	\$5,000.00
All rough grading is responsibility of owen to get site within + or - 2" of	State State
design shown on grading plan	\$5,000.00
Pipe for storm water water runoff	\$5,000.00
All fill materials responsibilty of owner	\$2,000.00
If owner does not suppy a compaction test showing the site within 95%	
plus compaction of the grade AC will not be responsible for any settling	\$3,000.00
Owner's responsibility to locate and mark all buried object on site prior to	40,000,00
AC arrival (continigency costs)	\$3,000.00
Owner to supply to AC a topographical drawing of site in 1 foot elevations	¢4,000,00
and will be supplied in ACAD 2000 ready format	\$4,000.00
Customer will be responsible for locating and placing permanent steel pin	
at property corners prior to the crews arrival	NA
All electrical over 24 volts is not included.	included in item 12
Owner is responsible for supplying 200 amp panel (includes	\$1,500.00
Main power and any connection going to main building such as control	
lines are responisbility of owner. Conduit and trenching for electrical.	\$4,000.00
Owner is responsible for getting power (120 or 240 single phase) to the	(Lorenza)
location shown for the pump(s) and the pump house (included in price	included in item 13
Owner's electrictian will be responsible for the Motor starter suppply and	
installation to match each pump	\$500.00
Owner is responsible for getting the supply lines for the water features to	
each of the base (lower staging) ponds	\$2,500.00
Irrigation	\$2,000.00
Building construction	\$16,250.00
Bond from SCS	\$500.00
Plan review for SCS permit	\$1,000.00 \$500.00
Building permit SCS	\$10,100.00
Drainage	
Engineering review and oversight	\$8,000.00
Not included- all retaining walls and back fill for them	unknown
Not included- all landscape, top soil, raking and seeding	\$15,000.00
Not included- all fencing. Fence around perimeter	\$25,000.00
Not included- trash, dirt or rock removal from the site	\$5,000.00
Sanitary facilities for construction works (port-a-toliets)	\$200.00
Construction dumpster	\$2,000.00
Restoration for potential damages of parking lot	\$10,000.00
Start-up costs misc. provided by GPW administration	\$7,200.00
	\$165,750.00
R	estoration for potential damages of parking lot

Proposed Miniature Golf Course -Donated by GPW Foundation

Parks and Rec Table 2 - Estimated Annual Revenue

		GPW Foundation Projection		GPW City Administration Projection	
_		Weekend days	Weekdays	Weekend days	Weekdays
4-	# of days	12	25	12	25
	Proposed hours	12 pm - 8 pm	+	12 pm - 6 pm ¹	-11
e 10	# hours/ day	8	0	6	0
June	Estimated # of games/hour weekend	6	0	6	0
'n.	Estimated total number of games	576	0	432	0
May 5 - June 10	Revenue @ \$4/game	\$2,304.00	0	\$1,728.00	0
	³ loss due to inclement weather			\$288.00	
	Projected Reveune for May 1 - June 11	\$2,304	\$2,304.00		\$1,440.00
	# of days	24	62	24	62
June 11 - September 4	Proposed hours	11 am - 9 pm	11 am- 8 pm	12 pm - 8 pm ²	12 pm - 8 pm ²
	# hours/ day	10	9	8	8
pte	Estimated # of games/hour weekend	12	6	12	6
- Se	Estimated total number of games	2880	3348	2304	2976
= 11	Revenue @ \$4/game	\$11,520.00	\$13,392.00	\$9,216.00	\$11,904.00
aun	+loss due to inclement weather			\$1,920.00	\$2,880.00
	Projected Reveune for June 12 - Sept. 7	\$24,912.00		\$16,320.00	
Т	# of days	14	33	14	33
er 2	Proposed hours	12 pm - 8 pm	4	12 pm - 6 pm ¹	
otb	# hours/ day	8	0	6	0
September 5 - Ocotber 21	Estimated # of games/hour weekend	6	0	6	0
	Estimated total number of games	672	0	504	0
	Revenue @ \$4/game	\$2,688.00	\$0.00	\$2,016.00	\$0.00
	³ loss due to inclement weather			\$288.00	
Se	Projected Reveune for Sept. 8 - October 4	\$2,688.00		\$1,728.00	
	Projected Annual Revenue	\$29,90	4.00	\$19,48	8.00

¹Hours changed due to daylight hours ²Hours changed due to daylight hours and AB closes at 9 pm ³Estimate 2 weekend rain days †Estimate 20 rain days, 5 weekend, 15 weekday 5/9/2018

Parks and Rec Table 3- Estimated Expenses

Proposed Miniature Golf Course -Donated by GPW Foundation

			ation Projection	Pro	dministration jection
		Weekend day		Weekend days	Weekdays
	# of days	12	25	12	25
10	Proposed hours	12 pm - 8 pm		12 pm - 6 pm ¹	-
	Open # hours/ day	8		6	0
	shift 1 hours			11:30 am - 3:30 pm	0
5 - June 10	Shift 1 # of hours	-		4	0
	Shift 2 hours			3 pm - 7 pm	0
May	Shift 2 # of hours			4	
Σ	Total # of employee hours			96	
	Wage expenses @ \$10/HR			\$960.00	
	³ wage adjustment for inclement weather			\$160.00	\$0.00
	Attendant wage expenses for May 1 - June 11			\$8	300.00
	# of days	24	62	24	62
	Proposed hours	10 am- 10 pm	11 am - 10 pm	12 pm - 8 pm²	12 pm - 8 pm ²
4	Open # hours/ day	12	11	8	8
ber	shift 1 hours			11:30 am- 4:30 pm	11:30 am- 4:30 pm
em	Shift 1 # of hours	a		5	5
ept	Shift 2 hours			4 pm - 9 pm	4 pm - 9 pm
1-5	Shift 2 # of hours			5	5
June 11 -September 4	Total # of employee hours			240	620
1	Wage expenses @ \$10/HR			\$2,400.00	\$6,200.00
	twage adjustment for inclement weather			\$500.00	\$1,500.00
	Attendant wage expenses for June 12 -Sept. 7				600.00
	# of days	14	33	14	33
	Proposed hours	12 pm- 8 pm		12 pm - 6 pm1	=
4	Open # hours/ day	8		6	
September 8-October	shift 1 hours			11:30 am- 3:30 pm	
cto	Shift 1 # of hours			4	
8	Shift 2 hours			3 pm - 7 pm	
ber	Shift 2 # of hours			4	
em	Total # of employee hours			112	
ept	Wage expenses @ \$10/HR			\$1,120.00	\$0.00
°'				\$160.00	\$0.00
1	³ wage adjustment for inclement weather Attendant wage expenses for Sept. 8-Oct. 4				60.00
	Projected Attendant Wages for season	\$9,054.00		\$8,360.00	00.00
Projected Attendant Wages for season Daily/Weekly maintenance 1 Pt Operator 1 Yearly Main. *Supervision oversight by Park Foreman Utilies Misc. Operating and maintenance supplies		\$5,100.00	at 255 hrs	\$5,240.25	255 hrs
		\$380.00	1 FT opt. 2 @ 10 hr		2 FT opt. 2 @ 40 hr ea
				\$5,382.00	5 hr per wk at 23 wks
		\$500.00		\$1,500.00	
		\$1,000.00			
	Estimated property tax increase			\$11,550.00	
_	General depreciation expense			\$5,000.00	- Aller and a second
Total Estimated Annual Expenses		\$16,034.00		\$39,009.85	
Total Estimated Annual Revenue (Table 1) Total Net Profit (Revenue - Expenses)		\$29,904.00 \$13,870.00		\$19,488.00 (19,521.85)	

¹Hours changed due to daylight hours

²Hours changed due to daylight hours and AB closes at 9 pm

³Estimate 2 weekend rain days

†Estimate 20 rain days, 5 weekend, 15 weekday

*Oversight of scheduling, payroll, order of supplies, cash handling operations, finacial operations