

AGENDA OF BUSINESS
SPECIAL WORK SESSION MEETING OF THE CITY COUNCIL
CITY OF GROSSE POINTE FARMS
MONDAY, JULY 30, 2018

A Special Work Session Meeting of the City Council of the City of Grosse Pointe Farms will be held at Pier Park, 350 Lake Shore Road on Monday, July 30, 2018 at 7:00 p.m.

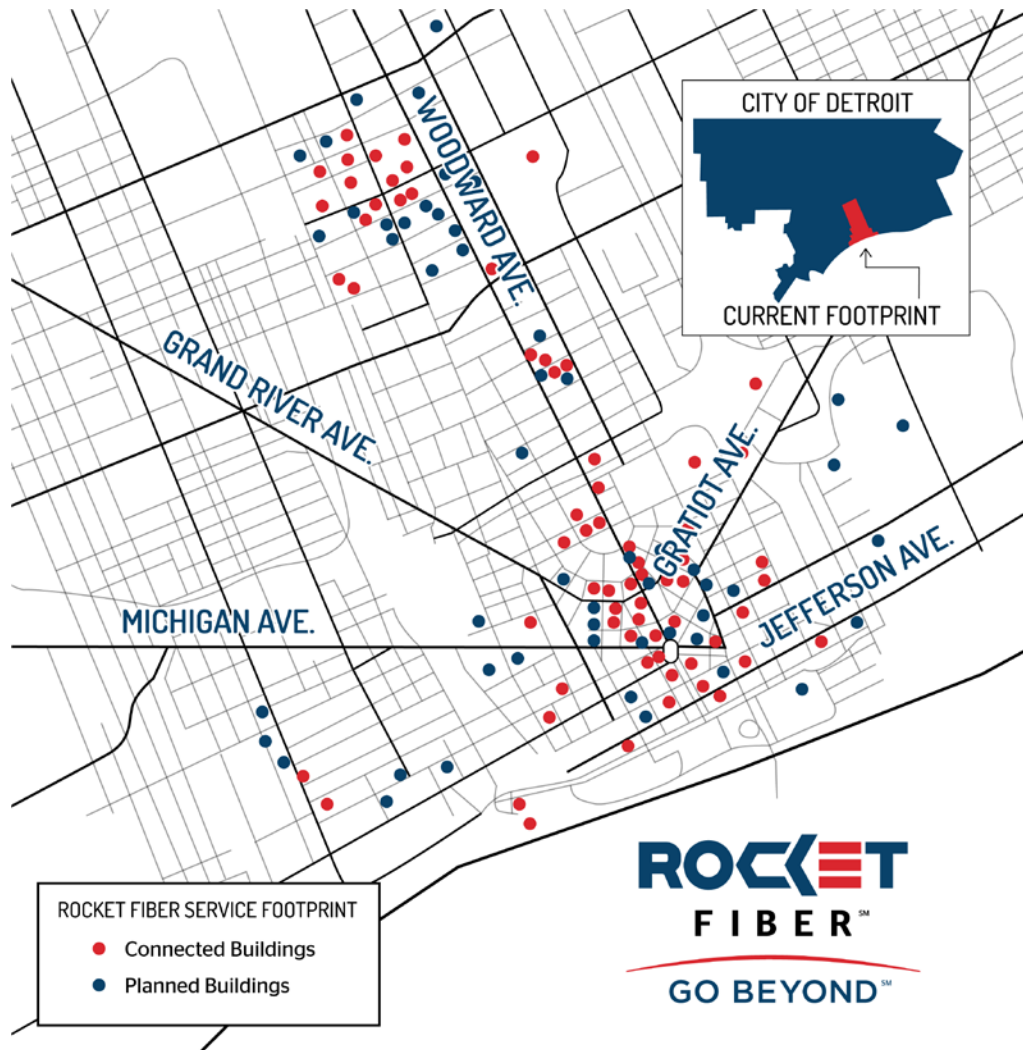
1. Pledge of Allegiance.
2. Roll Call.
3. Presentation of proposal to construct a fiber optic network by Rocket Fiber.
4. Questions and Answers.
5. Discussion regarding the next steps in the process.
6. Adjournment.

DERRICK KOZICKI
ASSISTANT CITY MANAGER/CITY CLERK

Grosse Pointe Community Fiber Project



Rocket Fiber at a Glance



Rocket Fiber Overview

- Residential and Business Internet Provider
 - 1gig & 10gig residential internet
 - 1-100gig business internet services
 - Fully managed services for business (voice, Wi-Fi, network, switch)
- 175+ connected multi-unit commercial and residential buildings
- ~99% of network is new constructed optic cable
- 70 Team Members

Detroit's Faster, Friendlier Internet



Speed and Reliability

1. Detroit's fastest internet provider with home internet and up to 100 gig business
2. High-reliability, cutting-edge fiber network with maximum **uptime** for mission critical functions like **point-of-sale** and **cameras**

Service

1. **24x7** dedicated, priority business support
2. Detroit's highest rated Internet Service Provider (4.9 out of 5 stars on Facebook)
3. Personalized & authentic service from a Detroit-based company creating Detroit-based jobs

Infrastructure: New Network

- High-count fiber network newly constructed throughout the greater downtown Detroit Area
- Redundant routes with path, carrier and geographic diversity to Chicago and Ashburn, VA
- Chicago, Ashburn, and Southfield routes enable interconnection with Tier 1/Tier 2 providers and colocation facilities
- Redundant 10 Terabit Multi-100G Edge capable core routers



Service ready, high

Infrastructure: Network Core



- Quicken Loans Technology Center: Tie
- Fully N+1
 - Two DTE substations
 - Redundant Generators with 96 hours
 - Battery free environment flywheel environment
- Facility is located 6 feet above street grade
- Energy Efficient Kyoto Wheel Active Cooling
- 24x7 onsite security, biometric floor access locks, SOC2 certified

Trusted by Detroit Developers

RO
FI
GO B



JSDA



BEDROCK
— DETROIT —

PRINCETON
management

**BRODER
& SACHSE**
REAL ESTATE SERVICES

AMP
APARTMENT
MANAGEMENT
PROFESSIONALS
RESIDENTIAL

V
VILLAGE

Trusted by Detroit Businesses

RO
FI
GO B



DETROIT LABS



wework



ROASTING PLANT



Ring Map



Project Cost– Ring and Laterals

		<u>Ring & Lateral Design</u>
Ring	\$	909,492
Laterals	\$	1,307,806
<i>Build Cost, Ex. Macomb & Wayne State</i>	\$	<u>2,217,298</u>

Project Cost – Ring, Laterals, and Legs

	<u>Total Cost w/ Option View</u>
<i>Build Cost, Ex. Macomb & Wayne State</i>	\$ 2,217,29
Macomb & Wayne State, Options	
Option 1, Macomb County Community College	\$ 412,56
Option 2, Wayne State University	<u>\$ 355,26</u>
<i>Total Cost View with Options</i>	<u>\$ 2,822,4</u>

The City of Grosse Pointe Farms



Base Configuration Cost

Fiber Ring Cost

Lateral Costs

Wayne State Connection

Macomb Connection

Total Cost

Grosse Pointe

\$ 1

\$ 8

\$ 5

\$ 5

\$ 32

Project Overview



- Construction of fiber ring and laterals will replace your current internet lease/service expense
- Rocket Fiber Providing 10Gbps for 15 years
- Grosse Pointe Farms Current Spend:

	<u>Internet Services Lease</u>				<u>Phone</u>	
	<u>\$ / Mo</u>	<u>Annual</u>	<u>mpbs</u>	<u>\$ / Meg</u>	<u>\$ / Mo</u>	<u>Annual</u>
Grosse Pointe Farms	\$ 720	\$ 8,640	350	\$ 2.06	\$ 1,864	\$ 22,368

- 25-30+ year infrastructure lifespan
- Based on preliminary phone analysis, Rocket Fiber projects \$560 monthly savings for Phone

Project Assumptions & Analysis

- Grosse Pointe Farms utilizes about 350mbps
- “Based Cisco White Paper, IP traffic will grow at a Compound Annual Growth Rate (CAGR) of 24 percent from 2016 to 2021.”
- Rocket Fiber concluded to use 7% CAGR rate of growth on usage
- Usage of 688Mbps at 10 year mark

Grosse Pointe Farms ROI with Phones

- Connectivity to Municipal Complex and Pier Park will make current T1's obsolete
- Currently Paying \$1,444.41 a month for Phone Service at above locations
- ROI below includes \$560 monthly savings based on preliminary phone analysis:

Grosse Pointe Farms	<u>Over the Term</u>		
	<u>Investment</u>	<u>Returns</u>	<u>Yr 20 ROI</u>
	\$ 324,813	\$ 123,132	3%

IV. Cumulative Savings / Returns	<u>Investment</u>	<u>Cumulative Internet Expected Savings / (Costs)</u>																
		<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>
Grosse Pointe Farms	\$ -	\$ (131)	\$ 519	\$ 1,987	\$ 4,309	\$ 7,512	\$ 11,620	\$ 16,758	\$ 22,946	\$ 30,240	\$ 38,684	\$ 47,129	\$ 55,574	\$ 64,019	\$ 72,464	\$ 80,908	\$ 89,353	\$ 97,798

Community Benefit

- Fiber Optic Broadband infrastructure is integral to a community's ability to survive and thrive in modern times
 - Enables learning institutions to implement new student centered learning methods
 - Increased economic growth by enabling more business productivity
 - Promotes development of new industries
 - Improves Health services and public sector efficiency
 - Education
 - Each student should have 4.3Mbps
 - Allows schools to develop immersive and engaging learning programs
 - Fiber at Home
 - Increase home value by 3.1%
 - Reduced Government Spending
 - Improved Public Safety
 - Health Care Enhanced
 - Improved Business effectiveness



ROCKET

FIBERSM

GO BEYONDSM

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: _____