



**CITY OF GROSSE POINTE WOODS  
DEPARTMENT OF PUBLIC SAFETY**

**Date:** February 25, 2026

**To:** City Manager Susan Como

**From:** John G. Kosanke, Director of Public Safety

**Subject:** Conference of Eastern Wayne (CEW) Second Restated Interlocal Agreement and Public Safety Communications System Agreement and Appendix

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The current agreement governing the joint operation and use of the police and fire radio system, known as the Intermunicipal Radio Agreement, was enacted in 1948. This agreement authorized the operation of a VHF radio system serving six eastern Wayne County communities, including the Grosse Pointes and Harper Woods.

Over the years, the configuration and operation of the radio system have evolved. The existing agreement no longer reflects current practices. The proposal is to disband the Intermunicipal Radio System and transfer oversight responsibility to the Conference of Eastern Wayne (CEW) Interlocal Agreement, allowing CEW to oversee the system under a new agreement that establishes a clear framework for governance.

This new oversight agreement addresses the operation and funding of the existing radio system and accurately reflects current operations, which will continue to be operated and administered by the City of Grosse Pointe Farms. Please note that changes to the Interlocal Agreement are noted in red.

I am recommending and respectfully requesting Council approval to accept and enter into both the Second Restated Conference of Eastern Wayne Interlocal Agreement and the Conference of Eastern Wayne Public Safety Communications Systems Agreement, thereby authorizing CEW to oversee the Grosse Pointe/Harper Woods Radio System.

The attached agreements have been reviewed and approved by City Attorney Debra Walling.

**THE CONFERENCE OF EASTERN WAYNE  
SECOND RESTATED INTERLOCAL AGREEMENT**

The Restated Interlocal Agreement ("Agreement") was executed as of February 1, 2004, among the CITY OF HARPER WOODS, having its principal office at 19607 Harper Avenue, Harper Woods, MI 48225, the CITY OF GROSSE POINTE, having its principal office at 17147 Maumee, Grosse Pointe, MI 48230, the CITY OF GROSSE POINTE FARMS, having its principal office at 90 Kerby Road, Grosse Pointe Farms, MI 48236, the CITY OF GROSSE POINTE PARK, having its principal office at 15115 E. Jefferson, Grosse Pointe Park, MI 48230, the CITY OF GROSSE POINTE WOODS, having its principal office at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236, and the VILLAGE OF GROSSE POINTE SHORES, having its principal office at 795 Lake Shore, Grosse Pointe Shores, MI 48236, which communities shall be the members of the Conference of Eastern Wayne. This **SECOND RESTATED INTERLOCAL AGREEMENT** is being executed by the same municipalities as of \_\_\_\_\_, 2026.

**RECITALS**

A. The Urban Cooperation Act, Public Act 7 of the Public Acts of 1967 of the State of Michigan, as amended ("Act"), authorizes public agencies of the State of Michigan to jointly exercise any power, privilege or authority which the agencies share in common and might exercise separately. Pursuant to the Act, the joint exercise of power shall be made by contract in the form of an interlocal agreement.

B. The Act authorizes an interlocal agreement to provide for a separate legal or administrative entity to execute the interlocal agreement. Pursuant to the Act, the Members made an interlocal agreement on December 1, 1994 and supplemented that agreement in 1995 and 1997. The Members restated that agreement in its entirety on February 1, 2004, and now restate that agreement in its entirety.

Now, therefore, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 Unless otherwise specifically provided in this Interlocal Agreement, the definitions contained in the Act shall apply in the interpretation of this Agreement.

**ARTICLE 2**

**ESTABLISHMENT OF CONFERENCE OF EASTERN WAYNE**

2.1 **Creation of the Conference of Eastern Wayne.** Pursuant to the provisions of the Urban Cooperation Act, Public Act 7 of 1967 of the State of Michigan, as amended ("Act") there

exists a jointly created program, planning and development entity known as the Conference of Eastern Wayne ("CEW").

**2.2 Purpose.** The CEW exists for the purposes of: 2.2.1 Receiving and disbursing funds related to the operation of emergency telephone districts and emergency number service systems on behalf of the CEW 911 Service Delivery Area as provided in the Emergency Telephone Service Enabling Act (MCL §484.1101-1717), as amended, and Resolution No. 94-214 adopted by the Wayne County Board of Commissioners on April 12, 1994, and

2.2.2 Receiving and disbursing funds for youth services and prevention programs appropriated pursuant to Wayne County Ordinance No. 96-86.

2.2.3 Operation, management, and oversight of public safety communications systems, which may include dispatch operations.

**2.3 Powers.** The CEW shall have all the powers necessary to effect any purpose for which it is formed, and all the powers granted by the Act, including but not limited to the powers and duties set forth in this Section 2.3.

2.3.1 The CEW shall have the power to accept, administer and disburse grants, gifts and other funds, including funds from various governmental programs and agencies, in furtherance of the purposes of the CEW. Specifically, the CEW shall have the power to receive and disburse:

2.3.1.1 Funds related to the operation of emergency telephone districts and emergency number service systems on behalf of the CEW 911 Service Delivery Area as provided in the Emergency Telephone Service Enabling Act (MCL §484.1101-1717), as amended, and Resolution No. 94-214 adopted by the Wayne County Board of Commissioners on April 12, 1994; and

2.3.1.2 Funds for youth services and prevention programs appropriated pursuant to Wayne County Ordinance No. 96-86.

2.3.2 The CEW shall have the power to appoint representatives to local government agencies such as the Workforce Development Board, the Substance Abuse Service Board, and other entities serving public needs within CEW's jurisdiction.

2.3.3 The CEW shall have the power to delegate all or any portion of its power concerning the public safety communications systems to a committee created in accordance with the CEW Bylaws. If a committee is created which replaces the Grosse Pointe Inter-municipal Radio Control Board, the Grosse Pointe Inter-municipal Radio Control Board will cease to exist.

2.3.4 Every instrument executed by the CEW, which creates an obligation of any kind on behalf of CEW, shall include a statement by CEW that neither the Board of Directors, nor the Members, shall be held to any liability in their individual capacity under the instrument.

**2.4. Restrictions and Limitations of Power.** The powers exercised by the CEW shall be limited by the Act and to those necessary to carry out the purpose of the CEW. Specifically, the CEW shall not possess the powers or authority set forth in this Section 2.4.

2.4.1 The CEW shall not possess the power or authority to levy any type of tax.

2.4.2 The CEW shall not possess the power or authority to issue any type of bond

2.4.3 The CEW shall not possess the power or authority to incur debt on behalf of any governmental unit.

2.4.4 No action other than that authorized by this Agreement, shall be taken by or on behalf of the CEW.

**2.5 Execution Of Agreement.** This Agreement shall be executed by the Members' chief elected official and the City/Village Clerk of each Member. If a particular Member requires additional signatures in order to bind it to an agreement, such signatures shall be required by such Member to effectuate this Agreement. Copies of the original Agreement shall be available to any Member upon request.

**2.6 Modification.** This Agreement may be modified at any time by a unanimous vote of the governing bodies of each Member, provided that such modification does not violate the Act or any other provision of this Agreement.

**2.7 Indemnification.** Pursuant to the Act, all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agents or employees of any public agency when performing the irrespective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of Members or Directors under the provisions of this Agreement. Any Member or Director shall be indemnified by the CEW to the extent permitted by State law against all expenses and liabilities reasonably incurred by reason of her/his being a Member or Director of CEW, unless adjudged to be liable for misconduct in the performance of her/his duties.

### **ARTICLE 3**

#### **GOVERNANCE**

**3.1 Board of Directors.** CEW shall be governed by a Board of Directors which shall be composed of one (1) representative appointed by the governing body of each Member ("Director"). Each Member's representative may be removed by the governing body of that member at will. The Board of Directors' powers and duties shall be governed by this Agreement

and the CEW's Bylaws. No Director shall be liable in his or her individual capacity for any act or omission of the CEW.

**3.2 Bylaws.** The Board of Directors shall adopt bylaws governing the conduct and actions of the CEW ("Bylaws") which are consistent with this Agreement. The Bylaws must be approved by all Directors. The Bylaws may be modified at any time. Any modification of the Bylaws must be approved by all the Directors.

#### ARTICLE 4

##### FINANCE ADMINISTRATION

**4.1 Fiscal Year.** The fiscal year of the CEW shall run from July 1 to June 30 of the following year.

**4.2** The Board of Directors shall approve a budget each fiscal year.

**4.3 Disbursements.** Funds received by the CEW in furtherance of its purpose shall be disbursed in accordance with the Act and any rules established by the Board of Directors.

**4.4 Reports.** The Board of Directors shall cause any required annual and financial reports, including audits or other similar reports, to be prepared and filed with the appropriate county, state or federal agencies in accordance with the Act or any other applicable statutory authority.

#### ARTICLE 5

##### MEMBERSHIP

**5.1 Members.** The CEW is organized on a membership basis.

**5.2 Withdrawal.** Any Member may withdraw from the CEW on vote of that Member's governing body and sixty (60) days' notice to every other Member of the CEW.

#### ARTICLE 6

##### DISSOLUTION AND WINDING UP

**6.1 Dissolution.** The CEW shall dissolve and its affairs shall be wound up on the first to occur of the following events: (1) At any time specified in this Agreement, (2) Upon action by the governing bodies of all the Members, or (3) Upon termination of this Agreement.

**6.2 Winding Up.** Upon dissolution, the CEW shall cease carrying on its business and affairs and shall begin winding up. The CEW shall complete the winding up as soon as practicable. The CEW shall prepare and issue a final report, including a final audit, to each Member. Upon

dissolution, title to all property owned by CEW and all assets shall be distributed and shall vest in the Members.

## ARTICLE 7

### MISCELLANEOUS

**7.1 Effective Date.** This Restated Agreement shall become effective upon execution by the Members and filing of the Agreement with the appropriate government entities as required by the Act.

**7.2 Integration.** This Agreement sets forth the full and final agreement between the Members with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, understandings and representations, written or oral, between the parties with respect to the subject matter hereof. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

**7.3 Severability.** If any part or article of this Agreement is found to be invalid by a court, the remaining articles shall remain in full force and effect and not affected by such determination.

**7.4 Captions.** The captions to the various sections of this Agreement are for the convenience of the parties only and shall not affect the meaning or the interpretations of this Agreement.

**7.5 Counterparts and Facsimile Copies.** This Restated Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

**7.6 Governing Law, Jurisdiction and Venue.** This Restated Agreement is governed by the laws of Michigan. The exclusive jurisdiction and venue for all legal actions arising out of and related to this Agreement shall be in an appropriate federal or state court sitting in the State of Michigan, County of Wayne, and the parties hereby consent to the jurisdiction of such courts.

[signature pages follow]

**THE CONFERENCE OF EASTERN WAYNE  
SECOND RESTATED INTERLOCAL AGREEMENT  
SIGNATURE PAGE**

<p>CITY OF HARPER WOODS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>	<p>CITY OF GROSSE POINTE</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>
<p>CITY OF GROSSE POINTE FARMS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>	<p>CITY OF GROSSE POINTE PARK</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>
<p>CITY OF GROSSE POINTE SHORES</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>	<p>CITY OF GROSSE POINTE WOODS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>

**CONFERENCE OF EASTERN WAYNE  
PUBLIC SAFETY COMMUNICATIONS SYSTEM**

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**AGREEMENT:**

Dated \_\_\_\_\_, between the following Michigan municipal corporations: City of Harper Woods, City of Grosse Pointe, City of Grosse Pointe Farms, City of Grosse Pointe Park, City of Grosse Pointe Shores, City of Grosse Pointe Woods (collectively called the Municipalities).

**WITNESSETH:**

In 1948 the five Grosse Pointe municipalities first established a common Police Radio system to support police communications across the five communities under the Grosse Pointe Inter-Municipal Radio System Agreement. This agreement was later amended to include the city of Harper Woods, and Fire radio communications. This agreement set forth that all radio equipment was owned by the managing municipality with each municipality paying in their share of operating costs for the entire system.

In 2012 the Municipalities joined the Michigan Public Safety Communications System (MPSCS) which is managed by the State of Michigan. At this time Grosse Pointe Farms, the managing Municipality under the Inter-Municipal Police Radio Agreement, with the consent of the Municipalities, entered into an agreement with the MPSCS to allow the MPSCS to manage the transmitter site of the Grosse Pointe Inter-Municipal Radio System and integrate it into the MPSCS. While day to day operation of the transmitter site was relinquished to the MPSCS, ownership of the transmitter site and equipment was retained by the Managing Municipality. Ownership of mobile and portable radios and dispatch consoles was retained by each of the six member municipalities respectively. The six member municipalities agreed to continue to support and fund the operation of the transmitter site equipment

With these changes in the operation of the Intermunicipal Radio System the 1948 agreement as amended no longer reflects current operation and funding of the system. Therefore, the Municipalities wish to disband the Grosse Pointe Inter-Municipal radio system and establish a new agreement under the control of the Conference of Eastern Wayne, which is created by an interlocal agreement between the same six municipalities.

**ACCORDINGLY, it is agreed as follows:**

1. Upon approval of this agreement by all members of the Conference of Eastern Wayne, who are also the members of the Intermunicipal Radio System Agreement, the Grosse Pointe Inter-Municipal Radio System and the Grosse Pointe Radio Control Board will be disbanded;

2. The Conference of Eastern Wayne will assume responsibility of oversight of the Public Safety Communications System as agreed to in the Conference of Eastern Wayne Interlocal agreement and this document;

3. The Municipalities will continue with Grosse Pointe Farms (herein called the Managing Municipality) maintaining a radio transmitter site with operational control given to the MPSCS. The other Municipalities (herein called Cooperating Municipalities) each agree to give financial support to the Managing Municipality as requested by the Managing Municipality and approved by the Board of Directors of the Conference of Eastern Wayne;

4. All costs of operation, maintenance and repair of the Public Safety Communication System, and of making needed additions and replacements thereto will be shared between the Municipalities. The terms and conditions upon which such costs are to be determined, shared and paid are set forth in Appendix B;

5. Title to all equipment pertaining to the radio system transmitter site will be, and remain with, the Managing Municipality;

6. For the purpose of exercising supervision and control of use of the radio system, the Conference of Eastern Wayne Board of Directors will establish a Public Safety Communications Committee, which will prescribe all rules for the use of the Radio System. The membership and the powers and duties of the Public Safety Communications Committee will be as set forth in Appendix A;

7. A Municipality may, at its pleasure, withdraw from the Communications System and terminate its obligations under this Agreement. Such withdrawal will be initiated by a written withdrawal notice given by the withdrawing Municipality to the Conference of Eastern Wayne. In such notice, the withdrawing Municipality may select the effective date of its withdrawal, either the date the notice is given or any date within three months thereafter; and if no effective date is so selected the withdrawal will be deemed to take effect three months after notice is given. Further information on withdrawal from the Public Safety Communications System is found in Appendix C.

Supplemental documents to this agreement are as follows:

- Appendix A: Public Safety Communications Committee
- Appendix B: Sharing of Expenses
- Appendix C: Withdrawal of Membership

## APPENDIX A

### PUBLIC SAFETY COMMUNICATIONS COMMITTEE

#### 1. **Membership:**

The Public Safety Director, or their designee, of each of the Conference of Eastern Wayne members that participate in the Public Safety Communication System will be members of the Public Safety Communications Committee (the "Committee". One of the CEW members will serve as Chairman of the Committee with the power to vote. The chair will be selected from the 6 members by a vote of the six members. The chair's term will be three years.

The Chairman and each Committee member will have the power to appoint a representative to act in their place and stead.

#### 2. **Meetings and Duties:**

The Committee will meet at the discretion of the chair with at least one meeting a year.

Any two members of the Committee will have power to call a meeting on twenty-four hours written notice.

Two thirds of member municipalities will constitute a quorum. Action of the Committee will be taken by a majority vote at a meeting duly called with a quorum present.

For the conduct of its business, the Committee may adopt rules of procedure, appoint a secretary, must keep minutes, and otherwise act in the manner of a public body, subject to the Open Meetings Act, MCL 15.261 et seq and the Freedom of Information Act.

#### 3. **Rules:**

It will be the duty of the Committee to establish all the rules for the use of the Public Safety Communications System.

Such rules will be consistent with and, where appropriate, will incorporate any applicable rules and regulations of the Federal Communications Commission, the Michigan Public Safety Communications system (MPSCS), or other supervisory authority having jurisdiction.

Such rules will include, but not be limited to: the procedure to be followed in sending messages; the form in which messages will be sent; what constitutes a routine message and what constitutes an emergency message; whether unofficial or personal messages may be sent and, if so, under what conditions; management of talk groups assigned to the Conference of Eastern Wayne by the Michigan Public Safety Communications System (MPSCS); reports of trouble with the System; and in general, all matters touching upon the way in which, and the purposes for which, the Public Safety Communications System will be used.

#### **4. Enforcement of Rules:**

The Committee will have power to establish fines for failure to observe its rules. Such fines will be payable to the Managing Municipality and used to offset operational costs of the system.

Except for the assessment of fines aforesaid, the Committee will not have any disciplinary power for the enforcement of its rules. Each Municipality will be charged with and assumes the responsibility of enforcing within its own jurisdiction the observance of the Committee's rules; each Municipality undertakes to impose appropriate disciplinary measures against any of its own officers or agents violating any rules of the Committee.

#### **5. Management and Fiscal Control**

The Committee's power will be limited to controlling the use of the Communications System as furnished by Managing

Municipality. All questions relating to the management of, and expenditure for, the Communications System (including, by way of illustration, the hiring and personnel; maintenance, repair, replacement, physical improvements or additions; relations with Federal and State communications authorities; etc.) will be determined by Managing Municipality, as presented to and approved by the Board of Directors of the Conference of Eastern Wayne (CEW).

FOR APPROVAL

## APPENDIX B

### Method for Sharing Expenses of the Public Safety Communications System

Expenses of the Public Safety Communications system will be shared by the Municipalities according to the following General Principles:

(1) Expense for Mobile or Portable Units.

Each Municipality will pay all expenses incurred in purchase, installation, maintenance, repair, replacement or removal of their own mobile and portable radio units.

(2) Expense for Radio Dispatch Console.

Each Municipality will pay for the costs associated with the purchase, installation, maintenance, repair replacement or removal of dispatch console units under each municipality's control that is not covered under the operational agreement between the MPSCS and the Managing Municipality.

(3) General System Expense.

General System Expense means and includes all expense of the Radio System for the purchase, installation, maintenance, support, repair, replacement or removal of transmitter site equipment , or other shared equipment of the radio system.

(4) Annual Budget

The Managing Municipality will prepare an expected annual budget in advance of the fiscal year for CEW Board review. The Managing Municipality will show actual expenditures with invoices for backup on an annual basis, or whenever requested by the Public Safety Communications Committee or the CEW Board.

(5) Billing for Costs of Operation

The Managing Municipality will issue billings no more often than quarterly, and not less often than annually. Each line item in the bill will be supported by appropriate documentation, such as invoices.

(6) Allocation of Costs.

System Expense will be pro-rated among the Member Municipalities, by a method designated and approved by the Conference of Eastern Wayne Board of Directors. The designated method will be stated and explained in each billing by the Managing Municipality.

(7) Books and Records.

The Managing Municipality will keep appropriate books and records for the determination of expenses and sharing thereof in accordance with the foregoing. Such books and records will be available for inspection by any member Municipality.

FOR APPROVAL

## APPENDIX C

### Withdrawal of Membership

In case a Municipality withdraws from the Public Safety Communications System, settlement will be made as follows:

(1) The withdrawing municipality will not receive reimbursement for any prior financial contributions to the Public Safety Communications System or its predecessor, the Inter-Municipal Radio System.

(2) The withdrawing member will lose access to all MPSCS talkgroups that are designated as belonging to the Conference of Eastern Wayne (CEW) after the effective date of the withdrawal.

(3) In the case that the withdrawing member is the Managing Municipality, then:

(i) The Managing Municipality will assist all users with Dispatch radio consoles to transfer any service required for console operation from the Managing Municipality to the user organization. These may include leased communications lines, service contracts and maintenance agreements.

(ii) The Managing Municipality will retain full ownership of all equipment associated with the operation of the radio transmitter site. They may offer for sale to the remaining municipalities any equipment associated with the transmitter site.

(iii) The Managing Municipality will lose access to all MPSCS talkgroups that are designated as belonging to the Conference of Eastern Wayne (CEW) after the effective date of the withdrawal.

**THE CONFERENCE OF EASTERN WAYNE  
PUBLIC SAFETY COMMUNICATIONS SYSTEM  
SIGNATURE PAGE**

<p>CITY OF HARPER WOODS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>	<p>CITY OF GROSSE POINTE</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>
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