

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Steven J. Kingsbury, MBA, CPFA, MiCPT
Treasurer, Finance and Technology Director
Date: April 12, 2018
Regarding: Intergovernmental Agreement with the Clare-Gladwin RESD

For the Agenda of April 16, 2018

Background The City of Clare along with Clare County, the Clare County Sheriff's Department, the City of Harrison, the Village of Farwell and several other municipalities and governmental entities throughout Clare County partnered with the Clare-Gladwin Regional Educational Services District several years ago to form a collaborative relationship to share computer network connectivity. This partnership significantly increased all participating entities efficiency and network capabilities while simultaneously reducing costs. These relationships have intentionally been expanded outside of the governmental relationship to benefit residents and businesses throughout the county through the increased accessibility of high-speed broadband connectivity and as a result Clare County was one of the first counties in the state to be certified as a true broadband community.

As part of the City of Clare's fiber optic connectivity project completed several years ago cabling was installed underground between City Hall, the Public Safety Building and the City's South Water Tower. Of the fiber optic cables installed the City only uses two of them leaving the remaining six for future use if needed. As part of the Clare-Gladwin RESD's computer network that serves all area public schools we allowed them to use two of the unused fiber optic strands to connect their network to the Merit Communications statewide fiber network to provide additional resiliency of their network. It is prudent and advisable for both entities to formalize this relationship through the establishment of an Intergovernmental Agreement as we have done for all of the other computer system and other relationships established through the years.

Financial Impact There is no cost or adverse financial impact from this relationship, quite to the contrary, it furthers the mutual cost saving relationships already realized.

Recommendation Based upon the tremendously beneficial relationship that the City of Clare has had and continues to enjoy with the Clare-Gladwin RESD we recommend that the City Commission approve the Intergovernmental Agreement by adoption of resolution 2018-044.

Attachments

1. Intergovernmental Agreement between the City of Clare and the Clare-Gladwin RESD.
2. City of Clare Resolution 2018-044.

**INTERGOVERNMENTAL CONTRACT
CITY OF CLARE / CLARE-GLADWIN RESD**

Agreement made between the following:

City of Clare, a Michigan municipal corporation (City of Clare) and the Clare-Gladwin Regional Education Service District (CGRESD),

WHEREAS, the parties to this contract are entering into an Intergovernmental Contract pursuant to MCL 124.1, *et seq.*

WHEREAS, this agreement allows CGRESD access to two dark strands of fiber optic cable from the bottom of the Clare Police Department over to the Clare City Hall and continues to the splice capsule where the Clare City Hall's fiber connects to Merit Network's fiber cable near Beach and 7th streets respectively.

WHEREAS, a fiber connection will be established from Merit Network's fiber patch panel located in the Clare Police Department's basement data closet utilizing two strands of dark fiber owned by the City of Clare to connect through Clare City Hall and continues on to where it is connected to Merit's owned fiber cable on an electrical pole fiber capsule located near Beach and 7th street.

ARTICLE I – TERM

This agreement shall commence on the 16th day of April, 2018. The term of this contract shall be three (3) years. This Agreement may be terminated at any time upon one month written notice by either party. After the initial three-year term, this agreement shall renew automatically for one year periods without any action by either party.

ARTICLE II – COMPENSATION

No monetary compensation for this use.

ARTICLE III – NON-INTERFERENCE

CGRESD will not construct or install nor permit the construction or installation by third parties of improvements or equipment on the premises owned by City of Clare located in the vicinity of the premises that interferes with the operation of the improvements or the City of Clare's equipment.

ARTICLE IV – INSURANCE.

Any insurance requirements for either the City or CGRES D for their equipment, liability or any other risk is solely the responsibility of each party as they deem appropriate or prudent.

ARTICLE V – INDEMNITY.

CGRES D shall indemnify and hold the City harmless from any and all costs (including but not limited to, reasonable attorney’s fees and court costs) and claims of liability or loss which arise out of CGRES D’s use of and/or occupancy of the Site including liability or loss arising from environmental contamination.

ARTICLE VI – OTHER PROVISIONS

A. Changes Or Modification. No change or modification of this agreement shall be valid unless the same be in writing and signed by all the parties hereto.

B. State Law Governing Agreement. This Agreement shall be governed by the laws of the State of Michigan.

C. Choice Of & Consent To Forum. The parties hereby affirmatively waive and release any and all recourse to any and all courts federal and/or foreign courts; and irrevocably consent to submit all disputes arising under this Agreement to resolution within state courts in the State of Michigan. The parties consent to the exercise of personal jurisdiction by the courts of the State of Michigan.

D. Situs. The situs of this Agreement is Clare County, State of Michigan because all obligations hereunder pertain to activities therein.

E. Venue. Venue shall be laid in Clare County, State of Michigan.

F. Severability. If any of the provisions of this document are rendered void by acts of the legislature or the courts, this agreement shall be construed as if the offending portion had been omitted.

G. Anti-Waiver. No provision of this Agreement, right or remedy hereunder may be waived except by in a writing signed by the party expressly waiving such right, remedy or obligation. No waiver shall be implied upon the conduct, enforcement, non-enforcement or course of performance of the parties.

H. Consent To Jurisdiction, Forum, And Venue. The parties consent to submit to the jurisdiction of the courts of the State of Michigan, said consent to be deemed irrevocable and a waiver of right of recourse (if any) to any Federal or foreign court, whether claim to Federal jurisdiction is laid upon diversity or subject matter (or both).

IN WITNESS WHEREOF, the parties have hereunto signed their names on the day and date set forth above.

WITNESSES

CITY OF CLARE

BY: PAT HUMPHREY
ITS: Mayor

WITNESSES

CLARE-GLADWIN RESD

BY: Sheryl Presler
ITS: Superintendent

RESOLUTION 2018-044

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CLARE AND THE CLARE-GLADWIN REGIONAL EDUCATIONAL SERVICES DISTRICT (RESD) FOR THE RESD'S USE OF TWO STRANDS OF THE CITY'S FIBER OPTIC CABLING.

WHEREAS, the City of Clare and the Clare-Gladwin RESD have enjoyed a long-standing relationship of sharing computer network connectivity through fiber optic cabling; and

WHEREAS, the City of Clare owns and operates its own fiber optic network between City Hall, the Clare Public Safety Building and the South Water Tower; and

WHEREAS, the City of Clare hosts 32 strands of Merit Communications state-wide fiber optic cable network within the City's Public Safety Building; and

WHEREAS, the Clare-Gladwin RESD, through their service to all area public schools desires to increase their network resiliency through the establishment of an additional fiber optic path to the country's primary fiber backbone; and

WHEREAS, both parties desire to continue said relationship and have formulated an intergovernmental agreement to outline responsibilities of both the Clare-Gladwin RESD and the City regarding the RESD's use of currently used fiber optic fibers owned by the City; and

WHEREAS, the Clare City Commission has reviewed the terms and conditions of said agreement have determined approval of said agreement is mutually beneficial to both parties.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of City of Clare hereby approves an intergovernmental agreement, the terms and conditions of said agreement as outlined therein, between the Clare-Gladwin Regional Educational Services District (RESD) and the City of Clare stipulating the responsibilities of all parties associated with respect to the RESD's use of two strands of the City's fiber optic cabling.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

**The Resolution was introduced by Commissioner and supported by Commissioner .
The Resolution declared adopted by the following roll call vote:**

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 16th day of April 2018.

Diane Lyon, City Clerk