

RESOLUTION NO. 3106

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ON BROADBAND SERVICES AND INFRASTRUCTURE SHARING BETWEEN THE CITY OF WILSONVILLE AND THE CITY OF SHERWOOD.

WHEREAS, the City of Sherwood (“Sherwood”) and the City of Wilsonville (“Wilsonville”) are parties to the Intergovernmental Agreement on Broadband Services and Infrastructure Sharing dated April 4, 2023 (the “IGA”); and

WHEREAS, the IGA was the result of collaboration between Sherwood and Wilsonville to use grant funds to expand the broadband infrastructure within Sherwood and Wilsonville; and

WHEREAS, the work completed as a result of the IGA has furthered the City’s efforts to strengthen its broadband infrastructure and to provide expanded and equitable access to high-speed internet; and

WHEREAS, Wilsonville has identified an opportunity to add broadband fiber conduit along SW Boberg Road that will connect the SMART administrative and new Public Works facilities to Wilsonville’s broadband network (the “Boberg Road Network Expansion”), which would strengthen Wilsonville’s broadband infrastructure by adding redundant pathways; and

WHEREAS, the City separately plans to resurface Boberg Road later this year as part of the City’s street maintenance program; and

WHEREAS, completing the Boberg Road Network Expansion before Boberg Road is resurfaced will allow Wilsonville to save time and money; and

WHEREAS, the expected cost to complete the Boberg Road Network Expansion is less than or equal to \$145,000.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. Findings. The above-recitals are incorporated as if fully set forth herein as findings of the City Council, along with the staff report accompanying this Resolution.

Section 2. The City Manager is hereby authorized to enter into a First Amendment to Intergovernmental Agreement on Broadband Services and Infrastructure Sharing between the City of Wilsonville and the City of Sherwood, in a form substantially similar to **Exhibit 1** (the “First

Amendment”). Further, the City Manager is hereby authorized to approve any amendment to the First Amendment resulting in an increase in total compensation payable under the First Amendment of no more than 15% of the Consideration, as that term is defined in the First Amendment.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4th day of March, 2024, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
8A974AF3ADE042E...

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

1. First Amendment to Intergovernmental Agreement on Broadband Services and Infrastructure Sharing Between the City of Wilsonville and the City of Sherwood

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ON BROADBAND SERVICES AND INFRASTRUCTURE SHARING

This First Amendment to the Intergovernmental Agreement, dated April 4, 2023 (respectively, this “First Amendment” and the “IGA”), regarding broadband services and infrastructure sharing is entered into by and between the **City of Sherwood**, a municipal corporation of the State of Oregon (“Sherwood”), and the **City of Wilsonville**, a municipal corporation of the State of Oregon (“Wilsonville”) (individually, a “Party,” and collectively, the “Parties”), as of March _____, 2024 (“Effective Date”), pursuant to ORS 190.003 to 190.110, which allows units of government to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

RECITALS

WHEREAS, Wilsonville requires additional services which Sherwood is capable of providing, under the terms and conditions of this First Amendment (“Additional Services”); and

WHEREAS, Sherwood is prepared to provide such Additional Services for additional compensation, as described in this First Amendment;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

The IGA is amended as follows:

SECTION 1. Additional Services to be Provided by Sherwood

Sherwood will perform the following Additional Services for the Project:

Provide Wilsonville with fiber conduit and fiber splicing from Wilsonville Public Works on Boberg Road to Boeckman Road splice vault, as identified in **Exhibit A** attached hereto and described in Section 3 herein.

SECTION 2. Consideration

Notwithstanding Section 4.1 of the IGA, the City agrees to pay Sherwood a not-to-exceed amount of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000) for performance of the Additional Services (the “Consideration”); *provided, however*, Wilsonville agrees to pay any costs incurred by Sherwood related to the Additional Services in excess of the Consideration that are approved in advance in writing by Wilsonville. The Consideration is all inclusive and includes, but is not limited to, all aspects of the project, including construction, design, and management; costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension

benefits, and all other contributions and benefits; office expenses; travel expenses; mileage; and all other indirect and overhead charges.

SECTION 3. Exhibit A

Exhibit A to the IGA is hereby amended and restated by the map attached hereto as **Exhibit A.**

SECTION 4. All Other Terms

All of the other terms and conditions of the IGA shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the IGA shall apply to this First Amendment.

IN WITNESS WHEREOF, the Parties hereto agree to the foregoing.

CITY OF SHERWOOD

CITY OF WILSONVILLE

By: _____
Tim Rosener
As Its: Mayor

By: _____
Bryan Cosgrove
As Its: City Manager

ATTESTED:

ATTESTED:

Sylvia Murphy, City Recorder
City of Sherwood

Kimberly Veliz, City Recorder
City of Wilsonville

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ryan Adams, City Attorney
City of Sherwood

Amanda Guile-Hinman, City Attorney
City of Wilsonville

Sherwood / Wilsonville Infrastructure and Services IGA

Exhibit A

