

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