



## RESOLUTION 2022-041

### AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE SHERWOOD URBAN RENEWAL AGENCY FOR THE SHERWOOD BROADBAND PROJECT

**WHEREAS**, the Sherwood 2021 Urban Renewal Plan ("Plan") describes a Sherwood Broadband Installation project, which broadly will consist of installation of fiber optic cables and related infrastructure throughout the Plan area as part of a larger project to install fiber optic cables and related infrastructure throughout the City in order to establish an interconnected City-wide fiber optic cable network capable of providing broadband internet services throughout the City; and

**WHEREAS**, because this project spans across areas inside the Plan area as well as outside the Plan area, it is necessary for the URA and City to coordinate on this project; and


**WHEREAS**, under the terms of the intergovernmental agreement attached hereto as Exhibit A, the City would manage the project and costs for the work would be allocated between the City and URA.

#### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager is hereby authorized to sign an intergovernmental agreement in a form substantially similar to the attached Exhibit A.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 29<sup>th</sup> of June 2022.**

  
\_\_\_\_\_  
Keith Mays, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SHERWOOD  
AND THE SHERWOOD URBAN RENEWAL AGENCY**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Sherwood, Oregon (“City”), a municipal corporation, and the Sherwood Urban Renewal Agency (“URA”), a municipal corporation, effective on the date last set forth below; and

**WHEREAS**, the URA is charged with administering the Sherwood 2021 Urban Renewal Plan (the “Plan”) as approved by the City Council through Ordinance 2021-005 on May 18, 2021; and

**WHEREAS**, the City provides financial, administrative, and other support services to the URA; and

**WHEREAS**, pursuant to ORS 190.010, the City and URA are authorized to enter into intergovernmental agreements for the performance of tasks either is authorized by law to perform; and

**WHEREAS**, the Plan describes a Sherwood Broadband Installation project, which broadly will consist of installation of fiber optic cables and related infrastructure throughout the City in order to establish an interconnected City-wide fiber optic cable network capable of providing broadband internet services throughout the City (the “Broadband Project”); and

**WHEREAS**, both URA and City desire to see the Broadband Project completed; and

**WHEREAS**, completion of the Broadband Project will include installation of fiber optic cables and other infrastructure in areas within the Plan area and areas outside the Plan area; and

**WHEREAS**, URA has available financial resources and desires to be financially responsible for the costs of the Broadband Project to the extent the work occurs inside the Plan area; and

**WHEREAS**, City has available financial resources and desires to be financially responsible for the costs of the Broadband Project to the extent the work occurs outside the Plan area; and

**WHEREAS**, URA desires for City to be responsible for the overall management of the Broadband Project, including but not limited to hiring and managing of construction and other necessary contractors, purchasing and storing of materials and supplies, and performing construction and other necessary work with City staff; and

**WHEREAS**, City is willing and able to perform said duties in connection with this project.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. City Duties and Responsibilities.** The City shall:

- a. Provide overall management of the Broadband Project, including but not limited to hiring and managing of construction and other necessary contractors, purchasing and storing of materials and supplies, and performing construction and other necessary work with City staff.
- b. For each invoice received by City for work on the Broadband Project performed by contractors, allocate the invoiced amount between City and URA based on the percentage of the work performed within and without the boundaries of the Plan area.
- c. For work performed on the Broadband Project performed by City staff, allocate the actual cost of said work between City and URA based on the percentage of the work performed within and without the boundaries of the Plan area.
- d. For all costs which are allocated to the URA under subsections 1(b) and 1(c) above, timely submit invoices to URA.
- e. Be financially responsible for all costs which are allocated to the City under subsections 1(b) and 1(c) above.

**2. URA Duties and Responsibilities.** The URA shall:

- a. Timely pay all invoices received from City under subsection 1(d) above.

**3. Additional Terms**

- a. Severability. If any section, clause, or phrase of this Agreement is judicially deemed invalid, illegal, or unenforceable in any respect, the remaining parts of this Agreement shall be severed from the invalid parts and remain in full force and effect.
- b. Modification. This Agreement may be modified only by mutual written consent of the parties.
- c. Term and Termination. This Agreement shall remain in effect until terminated by the parties as provided herein. This Agreement may be terminated by mutual written consent of the parties. Termination of this Agreement shall not affect the duties and obligations of the parties that accrued prior to termination, including any bond loan or other repayment obligation.

**CITY OF SHERWOOD**

**SHERWOOD URBAN RENEWAL AGENCY**

\_\_\_\_\_  
Keith Campbell, City Manager                      Date

\_\_\_\_\_  
Keith Campbell, Agency Manager                      Date