

RESOLUTION NO. 2508

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND CLACKAMAS COUNTY FOR SHARING DATA NETWORK RESOURCES

WHEREAS, the City of Wilsonville is a dark fiber provider to government agencies, nonprofits, businesses, and medical facilities within the City limits; and

WHEREAS, the City of Wilsonville and Clackamas County desire to enter into an Intergovernmental Agreement for sharing data network resources, a copy of which is marked as **Exhibit 1**, attached hereto and incorporated by reference as if fully set forth herein.

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

1. The City Council authorizes the City Manager to enter into the above-referenced IGA on behalf of the City of Wilsonville.
2. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of January, 2015, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Fitzgerald	Yes
Councilor Stevens	Yes
Councilor Lehan	

Attachments:

Exhibit 1: Intergovernmental Agreement on Sharing Data Network Resources

INTERGOVERNMENTAL AGREEMENT ON
SHARING DATA NETWORK RESOURCES
BETWEEN THE CITY OF WILSONVILLE AND CLACKAMAS COUNTY

This Agreement is entered into by and between the City of Wilsonville, a municipal corporation of the State of Oregon (the "City"), and Clackamas County, a political subdivision of the State of Oregon (the "County") (collectively, the "Parties"), 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, the City of Wilsonville is a dark fiber provider to government agencies, nonprofits, businesses, and medical facilities within the City limits; and

WHEREAS, the City and Clackamas County have found many areas of mutual benefit in sharing data network resources; and

WHEREAS, continued intergovernmental cooperation between the City and County in data transport and the provision of access to fiber resources benefit the citizens and taxpayers of the City and County; and

WHEREAS, the Parties desire to formalize this practice of cooperation through an Intergovernmental Agreement;

NOW, THEREFORE, the City and County agree as follows:

AGREEMENT

I. Purpose

The Parties agree that they are mutually interested in and will work together to share resources in their respective data networks. This Agreement gives the City consideration for their investment in fiber infrastructure and it gives the County access to a variety of City facilities that support the County's fiber network. This Agreement is entered into in lieu of the City's regular form franchise agreement for use of City right-of-way, as allowed by W.C. 3.410 and W.C. 3.560.

II. Shared Resources

A. The City will:

- (1) Waive back fees for use of right-of-way.

(2) Waive regularly imposed franchise fees or right-of-way use fees for use of City right-of-way for County fiber cables and conduits. (County will still be required to obtain engineering and public works permits, which may or may not require payment of a fee.)

(3) Provide the County with three (3) pair of fiber on the City's fiber network, at no charge, for the following institutions: Providence, Clackamas Community College, and a third yet to be identified public entity. Clackamas County and not the City will then be entitled to charge these entities for services provided.

(4) Allow the County free use of up to 6u of space in the City's data room for its network equipment. The City will provide, at its expense, power for this equipment, including a backup generator with automatic transfer switch.

(5) Provide County easements, at no charge, for the County's fiber facilities on City property at locations approved by the City.

B. The County will:

(1) In consideration of the City's waiver of franchise fees and provision of resources, as set forth above, the County will provide the City with five (5) pair of fiber on the CBX fiber network, at no charge. The five public sites will be identified by the City as the need arises. Once identified, the City and not Clackamas County will then be entitled to charge these entities for services provided.

(2) (a) The County agrees that it will notify the City in advance of any infrastructure builds being done within the City limits and, where appropriate, will include the City at the planning and design phases and offer the City the opportunity to partner in the build so that the City can extend its network at the lowest possible cost.

(b) The City agrees that it will notify the County in advance of any infrastructure builds being done within the City limits and, where appropriate, will include the County at the planning and design phases and offer the County the opportunity to partner in the build so that the County can extend its network at the lowest possible cost.

III. Equipment Ownership and Maintenance

A. Each party will provide, own, and maintain its respective equipment for network switching and management. Specifically, the County will own and maintain its network equipment in the City data room, and the City will own and maintain equipment for lighting the fiber provided by the County. The County will own and maintain the fiber used in its network. The City will own and maintain the fiber in its network. Where the City or the County utilize fiber constructed by the other entity, the maintenance of the

fiber and corresponding fiber infrastructure will fall to the owner of the fiber and infrastructure asset.

B. The City will make provisions for after-hours access to the City's data room by County staff or designated contractors for emergency maintenance of the County's equipment, and the County will make similar provisions for City access to City equipment on premises owned or managed by the County.

IV. OIT Connection

The City and County will work together in the build-out of the infrastructure run within the City to the OIT campus so that both the City and County have access thereto. The City will own two (2) inch-and-a-quarter conduits and will share ownership of two (2) vaults with the County and/or OIT. Although OIT may have an ownership interest in the vaults, an agreement with OIT must be in place with OIT that provides OIT is strictly prohibited from accessing the vaults once placed in the City right-of-way, except through the County or the City, before the vaults can be placed within the right-of-way. The County and the City will proportionately share the cost, in an amount to be agreed upon before construction begins.

V. Amendments to this Agreement

This Agreement may be amended at any time by mutual agreement of the Parties.

VI. Effectiveness and Termination

This Agreement shall have a term of ten (10) years, beginning on the effective date of the implementing Ordinance. After the expiration of the initial ten (10) year term, the Agreement shall automatically renew for an additional ten (10) year term unless either party gives notice to the other party of its intent to terminate the Agreement three (3) years before the Agreement expires. Termination of this Agreement shall not terminate any easements granted either Party.

VII. Severability

If any section, clause, or phrase of this Agreement is invalidated by any court of competent jurisdiction, any and all remaining parts of the Agreement shall be severed from the invalid parts and shall remain in full force and effect.

VIII. Contingency

If the County elects to begin work in the right-of-way for the OIT run before the thirty (30) day period required by law for any challenge to the City Ordinance authorizing this IGA passes, and that Ordinance is later successfully challenged, then the County agrees that this Agreement will be null and void and the County's right to use the City's

right-of-way for the OIT run, as described herein will be subject to the current Wilsonville City Code Ordinance No. 616.

<p>CITY OF WILSONVILLE</p> <hr/> <p>By: Bryan Cosgrove As Its: City Manager</p> <p>ATTEST:</p> <p>By: _____ City Recorder</p>	<p>CLACKAMAS COUNTY</p> <hr/> <p>By: _____ As Its: Chair, Board of Commissioners</p> <p>ATTEST:</p> <p>By: _____ Recording Secretary</p>
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