



Dave DeVore
Interim TS Director

Technology Services

121 Library Court Oregon City, OR 97045

May 12, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Service Level Agreement Amendment with CCFD #1 for a new
dark fiber lease on the Clackamas Broadband eXchange Fiber Network

| | |
|--|---|
| Purpose/Outcomes | Clackamas Broadband eXchange (CBX) is looking for approval to amend a Service Level Agreement (SLA) with the CCFD #1 for the lease of dark fiber on the Clackamas Broadband eXchange's fiber network. |
| Dollar Amount and Fiscal Impact | CCFD #1 will pay a recurring lease fee of \$3,060.00 annually for the one new connection. |
| Funding Source | The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by CCFD #1. No general funds will be utilized. |
| Duration | Effective upon signature by the board the initial contract is for one year with automatic one year renewals. |
| Previous Board Action | Board previously approved CBX to build and maintain connections for CCFD #1 in May 2018. |
| Strategic Plan Alignment | Direct support for County and Technology Service initiatives for: <ul style="list-style-type: none"> - Build a strong infrastructure - Build public trust through good government |
| Counsel Review | Andrew Naylor April 21, 2022. |
| Procurement Review | This project was not processed through Procurement. |
| Contact Person | Duke Dexter, IS Project Coordinator, 503-722-6663 |
| Contract No. | N/A |

Background:

CBX is looking for approval to provide a new dark fiber connection to CCFD #1 to connect with the Gladstone Fire Station located on Portland Ave in Gladstone Oregon for the lease of dark fiber on the CBX fiber network.

Recommendation:

Staff respectfully recommends approval to amend the Service Level Agreement with CCFD #1.

Sincerely,

Dave DeVore,
Interim TS Director

**AMENDMENT # 1 TO THE SLA CONTRACT DOCUMENTS WITH CLACKAMAS COUNTY
FIRE DISTRICT #1 FOR DARK FIBER CONNECTIONS.**

This Amendment # 1 is entered into by and between Clackamas County Fire District #1 ("Customer") and Clackamas County ("County"), and will become part of the contract for the provision of services entered into between both parties on April 5, 2018 (the "Agreement").

NOW, THEREFORE, the County and Customer hereby agree that the Agreement is amended as follows:

1. The Agreement is amended as follows:

Appendix A. Appendix A to the Agreement is hereby deleted in its entirety and replaced with the amended Appendix A, attached hereto and incorporated by this reference herein.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

CUSTOMER
Clackamas County Fire District #1



Authorized Signature

Oscar Hicks - CTO

Name, Title

4/25/2022

Date

COUNTY
Clackamas County

Authorized Signature

Name, Title

Date

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Monthly Recurring Charges

| | From (Connecting Point A:Site Name & Address) | To (Connecting Point B:Site Name & Address) | Service | Monthly Rate (\$) |
|---|---|---|----------------------------------|--------------------------|
| 1 | Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015 | Beavercreek Fire Station #10 22310 S Beavercreek Rd Beavercreek, OR 97004 | One Pair (two) dark fibers | \$255.00 |
| 2 | Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015 | Redland Fire Station #11 18265 S Redland Rd Oregon City, OR 97045 | One Pair (two) dark fibers | \$505.00 |
| 3 | Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015 | Gladstone Fire Station 525 Portland Ave Gladstone, OR 97027 | One Pair (two) dark fibers | \$255.00 |

5. Nonrecurring Charges

| | From (Connecting Point A:Site Name & Address) | To (Connecting Point B:Site Name & Address) | Service | Amount (\$) |
|---|---|---|----------------|---------------------------|
| 1 | Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015 | Beavercreek Fire Station #10 22310 S Beavercreek Rd Beavercreek, OR 97004 | Construction | \$15,000.00 (Complete) |
| 2 | Clackamas ESD | Redland Fire Station #11 | | \$0.00 |

| | | | | |
|---|---|---|--------------|--------|
| | 13455 SE 97 th Ave Clackamas, OR 97015 | 18265 S Redland Rd Oregon City, OR 97045 | Construction | |
| 3 | Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015 | Gladstone Fire Station 525 Portland Ave Gladstone, OR 97027 | Construction | \$0.00 |

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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