



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

June 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Amendment #1 for the Service Level Agreement between
Clackamas Broadband eXchange and Allstream Business US

Purpose/ Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to amend an existing Service Level Agreement (SLA) with Allstream Business US to add one (1) additional dark fiber connection.
Dollar Amount and Fiscal Impact	The monthly recurring cost (MRC) for the connections will be \$1,465.00 with a nonrecurring cost (NRC) of \$98,500.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Allstream Business US.
Duration	Effective upon signature by the board the SLA is effective for three (3) years.
Previous Board Action	Board previously approved CBX to build and maintain a similar fiber connection for Allstream Business US on January 23, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Counsel Review	County Counsel will review and approve.
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is proposing to build a new fiber lateral to extend the CBX network to Advantis Credit Union for Allstream Business US. The connection will be from the CBX hub located at 15941 S Agnes Ave Oregon City, OR 97045 to the new Advantis Credit Union on Meyers Rd in Oregon City.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this Service Level Agreements. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

AMENDMENT #1

TO THE CLACKAMAS COUNTY/ALLSTREAM BUSINESS US, LLC FIBER OPTIC SERVICE LEVEL AGREEMENT

This Amendment #1 is entered into by and between Allstream Business US, LLC (“Customer”) and Clackamas County (“County”) and it shall become part of the Fiber Optic Service Level Agreement entered into by and between the parties on January 23, 2020 (“Contract”).

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

- 1. Appendix A** is hereby amended to include an additional site, as set forth in the amended Appendix A, attached hereto and incorporated by this reference herein.

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

Allstream Business US, LLC

DocuSigned by:
Steve Fisher
82B212461A914CB

Authorized Signature

Steve Fisher

Name / Title (Printed)

5/27/2021 | 7:25 AM PDT

Date

Clackamas County

Authorized Signature

Name/Title (Printed)

Date

AMENDED 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. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

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, as mutually agreed to by the Parties.

4. Semi - Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Pittock Building 921 SW Washington St Portland, OR 97205	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	DWDM Wavelength	\$400.00
2	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	21900 Willamette Drive West Linn, OR 97068	One Pair (two) dark fibers	\$300.00
3	Pittock Building 921 SW Washington St Portland, OR 97205	Pittock Building 921 SW Washington St Portland, OR 97205	Optical Cross- Connect	\$100.00
4	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	Optical Cross- Connect	\$100.00
5	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	14531 Meyers Road Oregon City, OR 97045	One Pair (two) dark fibers	\$565.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Pittock Building 921 SW Washington St Portland, OE 97205	21900 Willamette Drive West Linn, OR 97068	Construction	\$11,832.00 complete
2	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	14531 Meyers Road Oregon City, OR 97045	Construction	\$98,500.00

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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