



Linu Parappilly
Director/CIO
Technology Services

150 Beavercreek Road, Suite 408 Oregon City, OR 97045

September 18, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Service Level Agreement with the Sunrise Water Authority for new fiber cables to water pump stations. Amendment Value is \$141,535 for 17 years. Total Agreement Value is \$328,325 for 17 years. Funding is through the Clackamas Broadband eXchange monthly cable lease revenue.

No County General Funds are involved.

Previous Board Action/Review	The Board has previously authorized contracts for broadband expansion with the City of Wilsonville for enhanced Internet services to 2 water towers.		
Performance Clackamas	1. Which indicator of success does this item affect? a. Build strong infrastructure b. Grow a vibrant economy		
Counsel Review	Yes	Procurement Review	No
Contact Person	Duke Dexter	Contact Phone	503-722-6663

EXECUTIVE SUMMARY:

Clackamas Broadband eXchange (CBX) is seeking authorization to amend an existing Service Level Agreement (SLA) with the Sunrise Water Authority for new fiber laterals to 2 water pump stations for communication purposes. This SLA allows for enhanced communication capabilities for the Sunrise Water Authority to effectively manage all water management systems.

RECOMMENDATION:

Staff respectfully recommend approval of the contract with the Sunrise Water Authority for the new fiber laterals to 2 water pump stations. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Respectfully submitted,

Linu Parappilly
CIO Director

For Filing Use Only

**AMENDMENT # 2 TO THE SLA CONTRACT DOCUMENTS WITH
THE SUNRISE WATER AUTHORITY FOR DARK FIBER CONNECTIONS**

This Amendment # 2 is entered into by and between the Sunrise Water Authority (“Customer”) and Clackamas County (“County”) and will become part of the contract for the provision of services entered into between both parties on May 15, 2023 (the “Agreement”) and with amendment #1 dated October 10, 2023.

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

1. Appendix A is hereby removed in its entirety and replaced with the revised 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 #2, effective upon the date of the last signature below.

CUSTOMER

Sunrise Water Authority

COUNTY

Clackamas County

Signed by:


Authorized Signature

Authorized Signature

Wade Hathhorn, General Manager


Name, Title

Name, Title

8/22/2025

Date

Date



County Counsel

9/9/2025

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. 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.

4. Annual Recurring Charges

From (Connecting Point A:Site Name & Address)		To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Sunrise Water Authority 10602 SE 129 th Ave Happy Valley, OR 97086	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	One pair (2 fibers) dark fibers	\$262.00
2	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	One pair (2 fibers) dark fibers	\$262.00
3	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	One pair (2 fibers) dark fibers	\$262.00
4	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Pump Station 45.420181, -122.557573 Clackamas, OR 97015	One pair (2 fibers) dark fibers	\$262.00
5	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Pump Station 10560 SE Mather Rd Clackamas, OR 97015	One pair (2 fibers) dark fibers	\$262.00

5. **Nonrecurring Charges**

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Sunrise Water Authority 10602 SE 129 th Ave Happy Valley, OR 97086	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Construction	\$00.00
2	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Construction	Complete \$5,250.00
3	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Construction	Complete \$500.00
4	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Pump Station 45.420181, -122.557573 Clackamas, OR 97015	Construction	\$5,395.00
5	Sunrise Water Authority 17563 SE Armstrong Ct Happy Valley, OR 97015	Pump Station 10560 SE Mather Rd Clackamas, OR 97015	Construction	\$26,100.00

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, or the highest rate allowable in accordance with applicable law, whichever is less, 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.