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Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **bcc@clackamas.us | 503-655-8581**.

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Clackamas County
www.clackamas.us



Linu Parappilly
CIO / Director

Technology Services

150 Beaver Creek Road Oregon City, OR 97045

October 1, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #1 to a Service Level Agreement with the Canby School District for a new redundant dark fiber connection. Amendment Value is \$3,144 for 1 year with a total contract value of \$64,255 for 10 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 amendments to contracts for broadband expansion with the City of Happy Valley for enhanced Internet services.

Performance Clackamas: Build Strong Infrastructure

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Duke Dexter

Contact Phone: 503-722-6663

EXECUTIVE SUMMARY:

Clackamas Broadband eXchange (CBX) is seeking authorization for an amendment to an existing Service Level Agreement (SLA) with the Canby School District for a new redundant dark fiber circuit for communication purposes. This SLA allows for enhanced communication capabilities for the Canby School District to effectively manage all school district IT services.

RECOMMENDATION:

Staff respectfully recommend approval of Amendment #1 with the Canby School District for the new redundant dark fiber circuit. Staff further recommend 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 # 1 TO THE CONTRACT DOCUMENTS WITH THE
CANBY SCHOOL DISTRICT FOR DARK FIBER CONNECTIONS**

This Amendment # 1, when signed by the Canby School District (“Customer”) and Clackamas County (“County”) will become part of the contract documents entered into by the parties on 03/21/2019 (the “Agreement”);

WHEREAS, the Customer and County desire to amend the Agreement pursuant to this Amendment #1;
and

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

- 1. Appendix A to the Agreement is hereby deleted in its entirety and replaced with the amended Appendix A that is attached hereto.**

Customer is responsible for the additional non-recurring charge for the connection set forth in Section 5 of amended Appendix A. For payment of this nonrecurring charge, County shall provide an invoice after completion of the construction and installation of the Fiber. Customer shall pay the invoice for the nonrecurring charges within thirty (30) days of receipt of the invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. Failure of Customer to pay within thirty (30) days of receipt of an invoice shall constitute an event of default and County may pursue any remedies available to it at law, in equity, or under this Agreement including, but not limited to, suspension of Services or termination of this Agreement.

- 2. Section 23 to the Agreement is hereby deleted in its entirety and replaced with the new Section 23 listed below.**

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Amy Vermillion
Chief Financial Officer
503-266-0020
Amy.vermillion@canby.k12.or.us

Either Party, by similar written notice, may change the address to which notices shall be sent.

Except as expressly amended above, all other terms and conditions of the Contract 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.

Canby School District

Amy Vermillion
Authorized Signature

Amy Vermillion/ Chief Financial Officer
Name / Title (Printed)

09/16/2026
Date

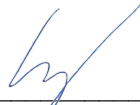
Clackamas County

Chair

Name / Title (printed)

Date

Approved as to Form:


County Counsel

09/16/2026
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. Annual Recurring Charges

	From (Site Name & Address)	To (Site Name & Address)	Service	Monthly Rate (\$)
1	Baker Prairie Middle School 1859 SE Township Rd Canby, OR 97013	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers	\$262.00
2	Baker Prairie Middle School 1859 SE Township Rd Canby, OR 97013	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers, south route	\$262.00

5. Nonrecurring Charges

	From (Site Name & Address)	To (Site Name & Address)	Service	Amount (\$)
1	Baker Prairie Middle School 1859 SE Township Rd Canby, OR 97013	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Construction	\$0
2	Baker Prairie Middle School 1859 SE Township Rd Canby, OR 97013	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Construction	\$1,375.00

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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