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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

September 10, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Tri County Metropolitan Transportation (TriMet) for shared resources for a new fiber optic project. IGA Value is \$21,765.00 in the form of contributed material and labor. 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 cooperative projects that benefit both parties.

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 to enter into an IGA with TriMet for a new fiber project withing Clackamas County. TriMet is creating a new bus line from Clackamas Town Center to Clackamas Community College and needs specific fiber optic connectivity to every traffic signal along the new bus route. CBX will coordinate with TriMet to have new fiber optic cable installed in sections that are lacking this needed resource. In exchange for this coordination, CBX will receive newly placed fiber optic cable to enhance the existing CBX network. Neither TriMet nor CBX are exchanging any funds but CBX will contribute ~16,000 feet of fiber optic cable for the project that will be placed by others. Once the project is complete, CBX will own and maintain the newly placed fiber optic cable.

RECOMMENDATION:

Staff respectfully recommend approval of the IGA with TriMet for the coordinated fiber project. 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

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY
METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET)
AND CLACKAMAS BROADBAND EXCHANGE (CBX)**

LINE 33 TRANSIT SIGNAL PRIORITY

TriMet Contact No.:

This Intergovernmental Agreement (Agreement) is entered into the date last executed below between the Tri County Metropolitan Transportation (TriMet), a special district, and Clackamas Broadband Exchange (CBX), a Clackamas County program (jointly referred to as “Parties” and individually as a “Party”).

RECITALS

WHEREAS, CBX is a Clackamas County program to provide high-speed, cost-effective internet and data transfer. CBX helps schools, libraries, fire stations, government offices, and local agencies stay connected and efficient; and

WHEREAS, TriMet is a local public body and mass transit district established and governed by the laws of the State of Oregon to provide public bus, light rail and commuter rail transit service in the Portland metropolitan area and surrounding Multnomah, Washington and Clackamas counties; and

WHEREAS, CBX provides a high-bandwidth dark fiber network designed for reliable, fast communications. This network supports education, emergency and government and community operations. This network shall be used for the purpose of implementation and expansion of transit signal priority along the route of bus line 33; and

WHEREAS, TriMet is supporting the implementation and expansion of Transit Signal Priority along the route of Line 33 to improve service and efficiency; and

WHEREAS, as part of TriMet’s overall project to install Transit Signal Priority along Line 33, TriMet needs a high-bandwidth dark fiber network to ensure there is communication among the Transit Signal Priority signals and traffic controllers; and

WHEREAS, CBX has an existing dark fiber network along portions of Line 33, but also has gaps in coverage along the Line 33 route; and

WHEREAS, the Parties wish to enter into this Agreement to allow for the installation and transfer of materials and infrastructure necessary for completion of transit signal priority improvements in Clackamas County along the route of Line 33 as shown in Exhibit A (attached hereto);

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties as follows:

AGREEMENT

1. The Parties enter into this Agreement for the purpose of describing their respective responsibilities of the installation of fiber cable and the ownership and maintenance once the fiber cable is installed for portions along Line 33 as described in detail in Exhibit A.
2. Pursuant to the terms of this Agreement, TriMet shall provide and be responsible for:
 - a. Permit application and installation (overlash) of new 144 SMFO cable on section of existing CBX fiber from 99E/Jefferson St intersection to 40th/Harrison St. intersection in the city of Milwaukie to be owned and maintained by CBX.
 - b. Installation of 144 SMFO cable for CBX use in conduit from 99E/Arlington St. to 9th St. vault between 99E and Main St.t.
 - c. Installation of new conduit and 144 SMFO cable for CBX on King Road from 82nd to Bell Ave. to be owned and maintained by CBX
 - d. Attachment Permit Application for CBX and installation (overlash) of new 144 SMFO cable on existing CBX fiber on King Road from Bell Ave to Linwood Ave. to be owned and maintained by CBX.
3. Pursuant to the terms of this Agreement, CBX shall provide and be responsible for:
 - a. Approximately 7,500 feet of 144 SMFO cable that TriMet will install from 99E/Jefferson St. intersection to 40th/Harrison St. intersection.
 - b. Approximately 8,050 feet 144 SMFO cable that TriMet will install from 99E/Arlington St to 9th St. vault between 99E and Main St.
 - c. Splice and test all fiber connections to CBX fiber for this project.
 - d. Perpetual use of four dark fibers on all existing and new CBX fiber along Line 33 Route for Oregon Department of Transportation (ODOT) and Clackamas County for use to communicate with traffic signals in support of Transit Signal Priority (TSP).
 - e. Use of four dark fibers on CBX alternate path from Molalla Ave (at fire station) to North Station.

4. No Charge for Provided Items and Services. TriMet and CBX understand that this installation is mutually beneficial for both Parties and the Parties agree that neither will charge any monetary amount for the above listed items and services to be provided.

5. Term of Agreement. This Agreement shall commence on the date when both parties sign this Agreement and shall expire upon the purchase and completion of all work and services listed previously, but in any event no later than July 1, 2028.

6. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CBX agrees to indemnify, save harmless and defend the TriMet, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CBX or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which CBX has a right to control.

7. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, TriMet agrees to indemnify, save harmless and defend CBX, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of TriMet or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which TriMet has a right to control. Termination. This Agreement may be terminated at any time by mutual consent of the Parties, or by either Party upon ten (10) days' notice to the other.

8. Notices. All notices or communications required or otherwise provided for under this Agreement shall be in writing and shall be sufficient if sent by e-mail, with follow-up first class mail, addressed as follows:

To TriMet: Luke Norman
Tri-County Metropolitan Transportation District of
Oregon
101 SW Main street, 700
Portland, Oregon 97204
Phone: 503.962.2133
Email: NormanL@TriMet.org

To CBX: Dexter, Duke
Clackamas Broadband Exchange
150 Beavercreek Road #305,
Oregon City, OR 97045
Phone:
Email: DDexter@clackamas.us

The Parties may change the notice address from time to time by giving the other Party written notice of the change as provided in this section.

9. Amendments. This Agreement constitutes the entire agreement of the Parties, and supersedes any prior discussions or agreements. This Agreement may not be changed, modified or altered, except by a written amendment executed by the Parties.

10. Waiver of Breach. No waiver of breach of any provision of this Agreement shall operate as a waiver of any subsequent breach of the same or any other provision.

11. Subcontractors and Assignment. CBX shall not assign or subcontract any of its rights or responsibilities under this Agreement without obtaining TriMet's prior written consent; and any attempted assignment or subcontract without the written consent of TriMet shall be void. Any attempt by CBX to assign or subcontract any of its responsibilities under this Agreement shall not relieve CBX of any of its responsibilities under this Agreement.

12. No Third-Party Beneficiary. TriMet and CBX are the only Parties to this Agreement, and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any legal right or benefit, direct, indirect, or otherwise, to any other Party.

13. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Oregon, and any legal action arising under this Agreement shall be brought in the Circuit Court of Multnomah County, or the United States District Court of Oregon, in Portland, Oregon. In any such legal action, each Party shall bear its own attorney fees and costs.

14. Counterpart and Electronic Execution. This Agreement may be executed in counterparts, each of which shall be considered the original and all of which, together, shall constitute one and the same instrument. This Agreement may also be executed in original or by signatures sent and received by electronic transmission, and the Parties agree that the reproduction of such signatures sent and received by way of electronic transmission shall be deemed as though such reproductions were executed originals.

15. Authority. The individuals signing below represent and warrant that each has full authority to bind the Party for which each individual signs.

16. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

This Agreement has been fully executed by the Parties hereto as of the last date written below:

CBX

By _____
Chair of County Commissioners

Date _____

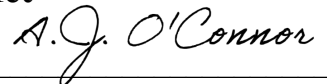
By  _____
County Counsel

Date 8/31/2026

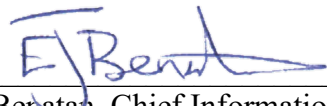
By _____

Date _____

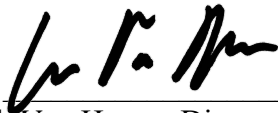
TriMet

By  _____
A.J. O'Connor, Director, ITS

Date 06/26/26

By  _____
Ethan Benatan, Chief Information Officer

Date 7/1/26

By  _____
Erik Van Hagen, Director, Legal Services

Date July 7, 2026

EXHIBIT A **MAP OF PROJECT AREA, FIBER LOCATIONS, AND OWNERSHIP**

