



AGENDA

THURSDAY, DECEMBER 1, 2011 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2011-90

I. DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the Oregon Department of Fish and Wildlife for a Full Time Fish & Wildlife Biologist Liaison for Transportation Maintenance Services (Mike Bezner, Engineering Department)

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Department of Transportation & Development

1. Board Order No. _____ Denying Planning File ZDO-228, Request by the City of Molalla to Amend the County's Comprehensive Plan to Designate an Urban Reserve Area
2. Approval of Amendment No. 2 to a Local Agency Intergovernmental Agreement between Clackamas County, Multnomah County and Oregon Department of Transportation for the SE 282nd Ave./SE Stone Road Intersection Project

B. Business & Community Services

1. Approval and authorization for the Director of Business and Community Services to Sign and Execute a Temporary Easement for Ingress and Egress

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Technology Services

1. Approval of a Contract with Xiologix to Purchase 2 EMC VNX5300 Storage Management Systems for County Disk Storage

IV. WATER ENVIRONMENT SERVICES

1. Acceptance of Easements on behalf of Clackamas County Service District No. 1 for the North Clackamas Revitalization Area Sanitary Sewer Project – Phase 3

V. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<http://www.clackamas.us/bcc/business/>



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

December 1, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

**Approving an Intergovernmental Agreement between Oregon Department
of Fish and Wildlife and Clackamas County for a Full Time Fish & Wildlife
Biologist Liaison for Transportation Maintenance Services**

The Oregon Department of Fish and Wildlife (ODFW) and Clackamas County have agreed to re-enter into an Intergovernmental Agreement for the purpose of providing a full time Fish and Wildlife Biologist to assist in the inventory, prioritization, permitting, design and monitoring of road/stream crossings constructed by the County which affect State listed migratory fish and Federally listed threatened and endangered species.

The liaison remains a full-time employee of ODFW with 100% of direct and indirect costs paid by the County. Funds for this contract position are allocated from County Road Fund and approximately 25% of his time is billed to capital projects, which have alternative funding sources.

This agreement is for services performed from July 1, 2011 through June 30, 2012 with an option to automatically renew through the 2012-2013 and 2013-2014 fiscal years contingent upon County receiving sufficient appropriations or other expenditure authority sufficient to allow County to fund ODFW under this agreement.

Funds are available in the 2011-2012 budget, not to exceed \$125,000 for the first term of this contract in County funds.

County Counsel has reviewed and approved this agreement.

RECOMMENDATIONS:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement between Clackamas County and ODFW for full time Fish and Wildlife Biologist liaison as outlined above.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Jennifer Snyder at 503-742-4688

INTERGOVERNMENTAL AGREEMENT CAPITAL IMPROVEMENT/ROAD MAINTENANCE PROGRAM

THIS AGREEMENT is made and entered into by and between **CLACKAMAS COUNTY**, acting by and through its **Department of Transportation & Development**, hereinafter referred to as "**COUNTY**"; and the **State of Oregon**, by and through its **Oregon Department of Fish and Wildlife**, hereinafter referred to as "**ODFW**".

AUTHORITY. ORS 190.110 and 496.146 (11) authorize COUNTY and ODFW to enter this Agreement. By this Agreement, COUNTY retains the services of ODFW to perform the duties required for the COUNTY'S Capital Improvement Program and Road Maintenance Programs related to fishery biology needs as shown in Exhibit A (Statement of Work and Budget), attached hereto and by this reference made a part hereof.

1. **AGREEMENT DOCUMENTS.** This Agreement consists of the following documents that are listed in descending order of precedence: this Agreement less all exhibits, and attached Exhibit A, Statement of Work and Budget.
2. **EFFECTIVE DATE AND DURATION.** This Agreement is effective on July 1, 2011 and shall expire on June 30, 2012, unless otherwise amended or terminated. The term of the Agreement, including all amendments, will not be extended past a final end date of June 30, 2014.
3. **CONSIDERATION.** In consideration for the services performed, COUNTY agrees to pay ODFW a maximum amount of \$125,000 (one hundred twenty-five thousand dollars) for the 2011-2012 fiscal year. The maximum not to exceed amount for this Agreement is \$375,000 (three hundred seventy-five thousand dollars).
4. **FUNDS AVAILABLE AND AUTHORIZED.** County's obligations to pay ODFW for services performed under this Agreement is contingent upon County receiving sufficient appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to fund ODFW under this Agreement. Funds cannot be carried forward into any future contract periods.
5. **PAYMENTS.** ODFW shall submit invoices for 100 percent of actual costs incurred by ODFW on behalf of this service directly to the contact specified in Section 13. Such invoices shall be in a form itemizing expenditures for which reimbursement is claimed and identifying the project and agreement number. Further detailed explanation of expenses shall be provided separately by the ODFW Project Leader upon request. Invoices shall be presented for typical periods of one-month duration, based on actual expenses incurred.
6. **AMENDMENTS.** The terms of this Agreement may not be changed except by written instrument signed by both parties. The parties may extend the term of the contract in

increments of one year for fiscal year 2012-2013 and fiscal year 2013-2014. By May 1 of each year, ODFW shall provide the County with a proposed annual budget for the upcoming year. If the parties agree to extend the term of the contract for the upcoming year, the amendment will be signed by both parties by May 31.

7. **TERMINATION.** This Agreement may be terminated by mutual written consent of both parties, or by either party upon 30 days notice in writing delivered to the other party by certified mail or in person. COUNTY may terminate this Agreement effective upon delivery of written notice to ODFW, or at such later date as may be established by COUNTY, under any of the following conditions:
 - a. If ODFW fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If ODFW fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If COUNTY fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if COUNTY is prohibited from paying for such work from the planned funding source.
8. **SUBCONTRACTS.** ODFW shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.
9. **COMPLIANCE WITH APPLICABLE LAWS.** ODFW agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, ODFW expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A. 145; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. **INDEPENDENT CONTRACTOR STATUS.** ODFW shall perform the service under this Agreement as an independent contractor and shall be exclusively

responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

11. **EQUIPMENT OWNERSHIP.** ODFW agrees that, upon completion of this Agreement and subsequent COUNTY Capital Improvement Program and Road Maintenance Program work and written request from COUNTY, the computer and any other equipment purchased with COUNTY funding will be returned to COUNTY within 30 days after receipt of written request.
12. **WORKERS COMPENSATION.** ODFW, and its subcontractors, if any, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers.
13. **NOTICES AND REPRESENTATIVES:** All invoices, notices, certificates, or other communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

To ODFW:

Jeff Boechler
Oregon Dept. of Fish and Wildlife
District Manager
North Willamette Watershed
17330 SE Evelyn Street
Clackamas, OR 97015
Phone: (971) 673-6005
Fax: (971) 673-6070

To County:

Danielle Couch
Administrative Assistant
Clackamas County Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
<mailto:daniellecou@co.clackamas.or.us>
503-742-4697 Office
503-742-4659 FAX

14. **Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, except those specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such

waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of COUNTY or ODFW to enforce any provision of this Agreement shall not constitute a waiver by COUNTY or ODFW of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year written below.

**STATE OF OREGON, by and through
its Department of Fish and Wildlife:**

CLACKAMAS COUNTY,



By _____
**Debbie Colbert, Deputy Director
for Administration**

**Chair
Board of County Commissioners**

Date _____

Date _____

Recording Secretary

Date _____

County Counsel

Date _____

Approved for Legal Sufficiency via e-mail
Dated July 21, 2011 from Lore Bensel, Senior Assistant
Attorney General

EXHIBIT A
STATEMENT OF WORK
CAPITAL IMPROVEMENT/ROAD MAINTENANCE PROGRAM

The Oregon Department of Fish and Wildlife (ODFW) enters into this Agreement with the Clackamas County Department of Transportation (COUNTY) to employ a Habitat Biologist by ODFW to work in COUNTY's Capital Improvement Program and Road Maintenance Programs. COUNTY will provide the funds, for the position. ODFW will employ, supervise and provide office support for the position.

Background

As a result of the Oregon Plan for Salmon and Watersheds, the listing of local populations of Steelhead, Coho and Chinook Salmon as threatened and the potential for future listing of other native fish species under the Endangered Species Act, CLACKAMAS COUNTY is committed to restoring access to upstream habitat for all food and game fish and complying with related state and federal environmental laws.

These activities include: incorporate environmentally sensitive design into project development; inventory, prioritize and remediate COUNTY-owned culverts to maintain or restore fish passage; develop an informed work force in accordance with Best Management Practices (BMP's) on the needs and requirements of salmonids; and partner with federal agencies, state agencies, local governments and stakeholders to accomplish said goals.

Clackamas County is in need of technical expertise on questions that pertain to habitat needs, fish life cycles, and watershed health. In addition, COUNTY's Capital Improvement Program and Road Maintenance Programs are in need of timely review, by ODFW, of the Corps of Engineers' 404 permit applications that address maintenance and construction activities in waterways and wetlands. This need is above and beyond what current ODFW District Biologists can provide in a timely manner. ODFW is the state agency charged with protecting the state's fish and wildlife resources. ODFW reviews plans, permit applications and actions that improve or impact the state's fish and wildlife resources.

This Agreement expresses COUNTY's and ODFW's commitment to continue this important work and to provide assistance to COUNTY staff.

Clackamas County Responsibilities:

1. Provide funding, if available as outlined under Section 4, for the term of this Agreement to ODFW for expenses connected with the Habitat Biologist.
2. Provide timely responses to ODFW on issues relating to the implementation of the goals or action items of the Capital Improvement Projects and Maintenance

Programs or the Salmon Recovery Plan as requested to do so by the Habitat Biologist or agency management.

3. Develop criteria to assist ODFW in determining priorities for developing work schedules and project involvement.

ODFW Responsibilities:

1. Provide a Habitat Biologist employed by ODFW to represent ODFW management in coordinating with COUNTY staff and provide technical input into COUNTY projects and activities.
2. Review and participate, as requested or appropriate, in the COUNTY project development process. Coordinate with District Biologists any site-specific fishery issues. Provide advice on fishery needs to design staff and construction staff.
3. Coordinate with the local district biologist to provide technical, site-specific expertise to COUNTY staff and contractors during construction of mitigation or habitat improvement projects.
4. When necessary, conduct fish salvage and complete other activities needed to protect fish and wildlife resources during construction projects.
5. Assist the Capital Improvement Project managers, Engineering and Design managers and Road Maintenance managers in training COUNTY staff on fish life cycle needs and requirements, or habitat improvement opportunities.
6. Assure coordination with the ODFW Fish and Wildlife Divisions to ensure recommendations and technical assistance provided to the COUNTY is consistent with ODFW policy, procedures, and guidance related to fish and wildlife and habitat conservation.
7. Assure coordination with ODFW District Biologists, the ODFW Fish and Wildlife Divisions, and the Division of State Lands on the timely review of COUNTY Corp of Engineers' 404/Division of State Lands Removal/Fill permits.
8. Participate with COUNTY staff and the ODFW Fish Passage Coordinator in adaptive management of the COUNTY culvert remediation program.
9. Provide technical advice on fish life cycle, habitat needs, or permit requirements to COUNTY maintenance and operations staff.
10. As time allows, perform fish presence and species surveys in rivers or streams within the COUNTY as requested.
11. As time allows, inventory riparian and wetland resources along rivers or streams that support salmonids or are water quality-limited within the COUNTY as requested.



December 1, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Denying Planning File ZDO228 – Request by the City of Molalla
to amend the County’s Comprehensive Plan to designate an Urban Reserve Area**

Per OAR 660-021, Urban Reserve Areas may be, but are not required to be, designated for rural cities (outside the Portland Metropolitan Urban Growth Boundary). Pursuant to ORS 195.145(1)(a) and OAR 660-021-0020(1), if a rural city wants to designate an Urban Reserve Area, the area must be adopted by both the City and the County before it can be acknowledged by the State and become effective. In June 2010, the City of Molalla applied for a legislative amendment to the County’s Comprehensive Plan to adopt a 2,290-acre Urban Reserve Area for the City.

On March 28, 2011 the Planning Commission held a public hearing to consider the proposed amendment to the County’s Comprehensive Plan. At this hearing, the Planning Commission recommended denial of the proposal. The Board of County Commission subsequently held a public hearing on April 27, 2011. After public testimony and some discussion, the BCC voted to deny to the amendments, as proposed. The vote was 3-0, with one abstention.

The attached Board Order confirms this decision of denial and will close out planning file ZDO228. County Counsel has reviewed and approved the Board Order.

RECOMMENDATION:

Staff respectfully recommends the Board approve the attached Board Order for the denial of the proposed Comprehensive Plan amendment to designate an Urban Reserve Area for the City of Molalla.

Sincerely,

Michael J McCallister
Manager, Planning and Zoning Division

For information on this issue or copies of attachments, please contact
Martha Fritzie at 503-742-4529 or mfritzie@co.clackamas.or.us

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of ZDO-228, an
Amendment to the Clackamas County
Comprehensive Plan and Map



ORDER NO.

File No.: ZDO-228: City of Molalla Urban Reserve Area

This matter coming regularly before the Board of County Commissioners, as a proposed legislative text and map amendment to Section IV of the Clackamas County Comprehensive Plan; and it appearing that the Clackamas County Planning Commission recommended denial of the proposed amendments at its March 28, 2011 meeting; and

It further appearing that after appropriate notice, a public hearing was held before the Board of County Commissioners in the Board of County Commissioners Hearing Room, 2051 Kaen Rd., Oregon City, Oregon on April 27, 2011, during which an opportunity to provide testimony and evidence was given; and

Based on the evidence and testimony presented, this Board finds that the proposed text and map amendments are not appropriate.

NOW, THEREFORE, IT IS HEREBY ORDERED that ZDO-228 is DENIED in accordance with the findings in this order.

DATED this ____ day of ____, 2011

BOARD OF COUNTY COMMISSIONERS

CHARLOTTE LEHAN, CHAIR

RECORDING SECRETARY



COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

December 1, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to a Local Agency Intergovernmental Agreement
between Clackamas County, Multnomah County, and Oregon Department of
Transportation for the SE 282nd Avenue/SE Stone Road Intersection Project**

In 2005 Clackamas County entered into a Project Agreement (No. 22,216) with Oregon Department of Transportation and Multnomah County to fund the realignment of the two approaches of SE Stone Road and the widening of SE 282nd Avenue. This intersection safety improvement was originally primarily funded through ODOT's Hazard Elimination Program (HEP) and Federal Aid Surface Transportation Program (STP). This amendment will add American Recovery and Reinvestment Act (ARRA) funds and Emergency Relief Program (ERP) funds to the project.

The estimated total cost of the project is \$1,872,000. HEP funds are limited to \$500,000 and STP funds are limited to \$678,386. The additional ERP funds are limited to \$30,139 and the ARRA funds are estimated to be \$173,929. Clackamas County has contributed \$242,445. Multnomah County is the lead on the project and responsible for any additional match and any non-participating costs.

County Counsel has reviewed and approved this amendment.

RECOMMENDATION

Staff respectfully recommends that the Board approve Amendment Number 2 to the Local Agency Agreement (#22,216) to add ARRA and ERP funds for the SE 282nd Avenue/SE Stone Road Intersection Project.

Sincerely,

Mike Bezner, PE
Engineering Manager

For information on this issue or copies of attachments
please contact Rick Nys at (503) 742-4702.



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

December 1, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

Authorizing the Director of Business and Community Services to Sign and Execute a
Temporary Easement for Ingress and Egress

The Property Resources division requests authorization for the Director of Business and Community Services to sign and execute a Temporary Easement for Ingress and Egress as depicted in the attached exhibits under terms, conditions and form approved by Clackamas County Council.

Through tax foreclosure by Book 383, Page 1, recorded January 6, 1947, Clackamas County owns property known as Tax Lot 21E28 01600 in the County Assessor's office. This tax lot is located along the Tualatin River. Recently it was brought to our attention that Mr. Patrick Paulson has been accessing his boat dock by crossing County owned property. Mr. Paulson is requesting a temporary easement to cross County property to use and maintain the boat dock.

Clackamas County Property Resources (Grantor) would like to convey to Patrick Paulson (Grantee) a temporary easement for the right to cross County property (21E28 01600) adjacent to Mr. Paulson's property, known as Tax Lot 21E28 02100, for the purpose of accessing, using and maintaining his boat dock. This temporary easement may be extended annually.

The attached Temporary Easement has been approved by County Council.

RECOMMENDATION

Staff respectfully recommends the Board Authorize the Director of Business and Community Services to sign and execute the Temporary Easement for Ingress and Egress to Mr. Paulson.

Sincerely,

Gary Barth
Director of Business & Community Services

For information on this issue or copies of attachments
please contact Jean Athey at 503.742.4384

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports, of this meeting can be viewed at <http://www.clackamas.us/bcc/business/>

Wednesday, October 13, 2011 – 10:00 AM

Public Services Building - 2051 Kaen Road, Oregon City, OR 97045

PRESENT: Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Ann Lininger
Commissioner Paul Savas
Commissioner Jamie Damon

~Pledge of Allegiance~

I. PRESENTATIONS

1. Recognition of Oregon Fire Prevention Week
Nancy Bush, Emergency Management presented the staff report, she introduced Kari Shanklin, Deputy Fire Marshall for Clackamas Fire District No. 1 who gave a brief presentation on fire prevention.
2. Presentation of Clackamas County Budget Efficiencies
Gary Schmidt, Public and Government Affairs presented the staff report and a short PowerPoint presentation.

II. PUBLIC HEARINGS

Chair Peterson stated the Board is sitting as the Clackamas County Service District No. 5 Board for the following three Assessment Areas.

Wendi Coryell, Department of Transportation & Development presented the staff report for each of the eight assessment areas and stated no remonstrances were received. The eight assessment areas can be approved with one motion.

1. Board Order No. **2011-76** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 05-10, Whiting Commercial Building
2. Board Order No. **2011-77** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-11, 85 Causey 41 Unit Apartments
3. Board Order No. **2011-78** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 07-11, Pleasant Valley SDA Church
4. Board Order No. **2011-79** Forming a 7 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 08-11, WES Diversion Pump Station
5. Board Order No. **2011-80** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 11-11, Carl's Jr. Restaurant
6. Board Order No. **2011-81** Forming a 2 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 09-11, Howard Partition
7. Board Order No. **2011-82** Forming a 2 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 15-11, Pelouquin Partition
8. Board Order No. **2011-83** Forming a 9 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 12-11, Blackstone Terrace Subdivision

~Board discussion and questions~

Chair Lehan opened the public hearing portion of the hearing and stated no one has signed up to speak, she asked if anyone wished to speak on any of the eight assessment areas presented.

Richard Langdon, Portland asked staff for clarification on how the Street lighting works in Clackamas County.

Les Poole, Milwaukie had comments on Street lighting.

~Board Discussion~

Chair Lehan asked if anyone else wished to speak, seeing none she closed the public hearing portion of the hearing and asked for a motion on the eight Street Lighting Assessment Areas within Service District No. 5.

MOTION:

Commissioner Bernard: I move approval of the eight Board Orders forming assessment areas within Clackamas County Service District No. 5 as presented by staff.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED~

IV. CITIZEN COMMUNICATION

Les Poole, Milwaukie spoke on misc. issues.

Richard Langdon, Portland comments regarding the public testimony brochure.

V. CONSENT AGENDA

Chair Lehan announced that Consent Agenda item B.2. has been removed for further review.

She asked the Clerk to read the Consent Agenda by title, and then asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Consent Agenda as amended.

Commissioner Bernard: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

A. Health, Housing & Human Services

1. Approval to Apply for a Continuation Grant for the Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc. for Services Provided by Members of the Transportation Consortium of Clackamas County for Seniors and People with Disabilities - SSD

2. Approval of a Professional, Technical and Consultant Service Contract with Empowerment Initiatives, Inc. to Provide Residential Peer Support Services - BH

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Metro to Receive Funding for Staffing to Support Waste Reduction Assistance for Multifamily Communities
2. **REMOVED** - Approval of an Intergovernmental Agreement with Metro to Implement the "Year 22" Metro and Local Government Annual Waste Reduction Plan and the Recycle at Work Program (*this item has been removed for further review*)

C. Department of Communications (C-Com)

1. Approval of the State Homeland Security Grant for Interoperable Communications Enhancement Project for Mobile Data Computer Connections

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of a Services Contract between Clackamas County District Attorney's Office and the Children Center of Clackamas County – DA
3. Board Order No. **2011-84** Rescinding Order No. 2010-127 and Directing the Treasurer to Cancel a Reserve Account Under ORS 311.814 to Address the Comcast Corporation Appeal - ASSESSOR

VI. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

1. Board Order No. **2011-85** for North Clackamas Parks and Recreation District for Budgeting of New Revenue for Fiscal Year 2011-2012

VII. SERVICE DISTRICT NO. 5

1. Board Order No. **2011-86** Amending Board Order No. 2011-73 for the Certification of Assessment Roll for Clackamas County Service District No. 5

VIII. WATER ENVIRONMENT SERVICES

1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1, Tri-City Service District and Portland State University

IX. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business/>

MEETING ADJOURNED – 11:25 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<http://www.clackamas.us/bcc/business/>



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Xiologix to Purchase 2 EMC VNX5300 Storage Management Systems for County Disk Storage

The Clackamas County Technology Services Department (TS) is tasked with the storage, security and availability of County information to include many types of data in the support of County business services. The size and availability demands on this data are constantly growing requiring ever increasing storage capacities and performance. To meet this demand while containing costs, TS has designed a state of the art storage system utilizing multiple vendors and technologies to provide high-speed, reliable and cost effective storage solutions. This system is replicated to ensure storage redundancy and availability.

Due to technology enhancements now available, the need for an even more flexible and expandable system and the age of some equipment, the current storage system has reached a point where it is more fiscally and technically practical to replace the primary systems with a new integrated solution. This integrated storage system would provide even more reliability and performance than currently available, and designed as a complete solution so the storage cost is more efficient and expandable. After several months of working with leading industry solutions, TS has determined the EMC VNX5300 provides the best overall foundation for the next generation of County storage management based on technology, performance, expandability, integration, support and overall cost. The proposed solution would replace a large portion of the current system setting the basis for future growth while maintaining redundancy, cost efficiencies and performance.

An Invitation to Bid was advertised on October 18, 2011. At the time of closing on November 2, 2011, one bid was received from Xiologix, an authorized EMC reseller. The bid was for \$183,820.40. Funds for this procurement are budgeted in the FY2010-2011 budget in Fund 747.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully recommends approval of the contract with Xiologix to purchase 2 EMC VNX5300 Storage Systems including installation support and 5 year warranties. Xiologix is an authorized EMC reseller and support vendor. Staff further recommends the Board delegate authority to the Technology Services Director to sign license and maintenance agreements necessary in the performance of this purchase.

Sincerely,

Dave Cummings
CIO Technology Services

For more information on this issue or copies of attachments contact Dave DeVore (503) 723-4996

Placed on the Agenda of _____ by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

December 1, 2011

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of December 1, 2011, approval of a Materials and Services contract with Xiologix to purchase 2 EMC VNX 5300 Storage Management Systems for County Disk Storage. This contract was requested by Dave Cummings, Director, Technology Services.

An Invitation to Bid was advertised October 18, 2011. At the time of closing on November 2, 2011, one responsive, responsible bid was received from Xiologix, an authorized EMC reseller and support provider.


The maximum not to exceed value of this contract is \$183,820.40. Funds for this contract are budgeted in the FY2011-2012 in fund 747.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully recommends approval of the contract with Xiologix to purchase 2 EMC VNX 5300 Storage Management Systems for County Disk Storage.

Respectfully Submitted,


Tom Averett, CPPB
Buyer



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

December 1, 2011

Board of Commissioners
Clackamas County

Members of the Board:

ACCEPTANCE OF EASEMENTS ON BEHALF OF
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 FOR THE
NORTH CLACKAMAS REVITALIZATION AREA SANITARY SEWER PROJECT, PHASE 3

The attached sanitary sewer easements have been acquired for Phase 3 of the North Clackamas Revitalization Area Sanitary Sewer Project and will benefit properties located in Clackamas County Service District No. 1.

Name	Taxlot	Cost
Mkayla E. and Janice L. Watts	12E29CA01503	\$850.00
Charles Dixon	12E29CA01505	\$1,500.00
Glenda F. Kennedy and Rickie D. Lazott	12E30AA05400	Donated

The easements, which are described in the attached Exhibits "A" and "B", have been prepared to comply with state statutes and allow the District to proceed with the project. District Counsel has reviewed the easements as to form.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners accept the attached easements as submitted, and approve said easements to be recorded free of charge and returned to Clackamas County Service District No. 1.

Sincerely,

Michael S. Kuenzi
Director

For information on this issue or copies of attachments, please contact Trista Crase, 503-742-4566.