

CLACKAMAS C800 RADIO GROUP

BOARD OF DIRECTORS MEETING

July 17, 2024 at 9:00AM

In person: CCOM, 2200 Kaen Rd, Oregon City

or **Online via Zoom link**

1. Call the C800 Board of Directors meeting to Order - Chair Mahuna
2. Roll Call of Partners: (19/10)
 1. City of Canby
 2. City of Gladstone
 3. City of Lake Oswego
 4. City of Milwaukie
 5. City of Molalla
 6. City of Oregon City
 7. City of Sandy
 8. City of West Linn
 9. Aurora Fire District
 10. Canby Fire District
 11. Clackamas Fire District
 12. Colton Fire District
 13. Estacada Fire District
 14. Hoodland Fire District
 15. Molalla Fire District
 16. Sandy Fire District
 17. Tualatin Valley Fire & R.
 18. Clackamas County Sheriff
 19. Clackamas County Health
3. *Approval of Minutes from June 26, 2024 Board Meeting - Chief Mahuna
4. Public Comment - Chief Mahuna
5. *Financial Reports for June 2024 - Mark Buchholz
6. Committee Reports
 - Executive Committee - Chief Mahuna
 - Technical Committee - Jennifer Reese
7. Old Business
 - Radio System Management - Jennifer Reese
 - Remaining site construction update
 - Microwave backhaul maintenance
 - Motorola SUA upgrade in June
 - Replacement of Timberline generators
 - Excess mobile and portable radio inventory dispersal
8. New Business
 - a) *Request Board Action - Authorize Chair to sign Financing Agreement
 - b)
9. Open Agenda
10. Next Board Meeting: September 18, 2024, 9:00am, at CCOM/online

(no meeting in August)

11. Adjournment

* indicates action requested

CLACKAMAS C800 RADIO GROUP

BOARD OF DIRECTORS MEETING

Meeting Minutes of the June 26, 2024 Meeting
 This meeting was held via ZOOM.

1. C800 Board Meeting Called to Order at 0900.

2. The following were in attendance:

City of Canby: Chief Jorge Tro	Estacada Fire:
City of Gladstone: Chief John Schmerber	Hoodland Fire:
City of Lake Oswego: Chief Don Johnson, Chief George Burke, Tina Burgess	Molalla Fire: Chief Vince Stafford
City of Milwaukie: Chief Ryan Burdick	Sandy Fire District:
City of Molalla: Chief Chris Long	TVF&R: Eric Kennedy
City of Oregon City: Chief Shaun Davis	Clackamas County:
City of Sandy:	Clackamas County Sheriff:
City of West Linn: Chief Peter Mahuna	Clackamas County Health: Bill Conway
Aurora Fire: Chief Josh Williams	CCOM: Beth Spreadborough, Meg Neece
Canby Fire: Chief Jim Davis	WCCCA: Ron Polluconi, Mark Buchholz, Jennifer Reese
Clackamas Fire:	Colton Fire: Molalla Fire - proxy

3. Approval of Minutes – May 22, 2024 Board Meeting

Chief Johnson moved and Chief S. Davis seconded. Motion passed unanimously

4. Public Comment: Chief Mahuna - none

5. Accept Financial Report for May 2024: Mark Buchholz

- FBI revenue received for their lease agreements
- Invoice sent for reimbursement from the county for ARPA \$436k
- Had to pay some leases for various sites
- Overall utilities just shy of \$10k per month
- Cable Houston sent retainer fee
- Colton Fire indicated they will be paying 1 of their 2 remaining invoices
- Motion to accept financials as submitted made by Chief Stafford and seconded by Chief Tro. Motion passed unanimously

6. Committee Reports

Executive Committee: Chief Mahuna

- No updates at this time

Technical Committee: Ron Polluconi

- Met on the 13th and discussed system upgrade schedule and the impacts. Following some surprises during the upgrade, the team was able to recover quickly. This did inadvertently test the system resilience and it was determined to have very little impact with the outages that occurred
- Had a focus discussion on adding some additional talk groups, including water rescue
 - i. Ron explained to the group that they are easy to add, however, getting them distributed across the regional radios is more difficult
 - ii. If they were to add a talk group to CFD1, anyone that may talk to CFD1 would also need this talk group added
 - iii. Would need to prioritize the distribution
 - iv. Agencies would need to submit a work request. The team would then work on identifying prioritization of immediate adjacency and secondary to make sure that everyone has the new talk group
 - v. Ron will send an email over to Beth and Jordan for distribution

Citizen Accountability: Chief Mahuna

- Remove from agenda

7. Old Business

- Radio System Management: Ron Polluconi
 - i. Remaining site construction update
 - a) Still working to clean up winter damage
 - b) Need to see if we can continue to use remaining funds to cover damage from the fires to the radio sites. It appears that most of the damage was covered by insurance. There is still damage on the concrete, will bring this back to the group for review
 - ii. DVRS Update
 - a) Ready for deployment, just waiting for the green light from the FDB's
 - b) Chief Johnson asked if there is anything C800 needs to do. Ron confirmed that all they need is the Fire Defense Boards ok in writing to deploy
 - c) Canby and Lake Oswego will make sure this gets done
 - iii. Researching reports of loud audio from Canby and Milwaukie PD
 - a) Audio was pulled and analyzed
 - b) Awaiting a report from their findings
 - c) Looking into a feedback process that allows users to go to a talk group...the system would then play it back so that they could hear how it sounds themselves
 - d) These could be addressed via a test channel
 - iv. Microwave backhaul maintenance
 - a) This was on hold during the system upgrade. Will begin work again in July
- Financing remainder of Motorola contract
 - i. This won't occur until we get the final signoff from the technical team that the project is complete. At that point, we'll lock in a contract
- Replacement of Timberline generators
 - i. Nancy Bush is still looking to see if there is ARPA money available for this project

- Excess mobile and portable radio inventory dispersal
 - i. Ron has distributed the spreadsheet to the board for their review and approval
 - ii. Ron noted that there are not a lot of requests for portables
 - iii. Ron explained the costing of these radios as outlined in the spreadsheet that was shared with the group
 - iv. Chief Mahuna asked the group if he feels we have given agencies enough time to request these radios. The group agrees that yes we have
 - v. Mark asked Ron what the total cost of the radio would be. \$3,349.46 per radio
 - vi. Mark asked Ron if we have enough radios to fulfill the requests. Ron believes we are a little light, but he will reconcile these asap and report back to the group today
 - vii. Bill Conway asked about the cost. Chief Mahuna explained the breakdown

8. New Business

- Approve Budget Committee's Recommended Budget and user fees
 - i. Chief S. Davis asked about BLM and if they will be added in after July 1st. Mark explained that the revenue from BLM will be received, but was not accounted for when the budget went to the Budget Committee. This will simply show as additional revenue in FY25
 - ii. Motion was made by Chief Schmerber to approve Budget Committee's Recommended Budget and user fees. Seconded by Chief J. Davis. Motion passes
- Adopt FY25 Budget – Resolution 24-01
 - i. Chief Mahuna reviewed Resolution 24-01 for the group
 - ii. Motion was made by Chief Tro to approve Resolution 24-01 Adoption of the FY25 budget. Seconded by Chief J. Davis. Motion passes unanimously
 - iii. This will now be submitted to the state as the official budget for C800

9. Open Agenda

- Mark recognized Ron for his 19 years of work with WCCCA and the C800 group. There will be a celebration on Friday, 6/28, from 1:30-3:30 at WCCCA
- Jennifer Reese will be stepping in to cover Ron's duties while they recruit for a Technical Services Manager
- Chief Mahuna thanked Ron for his work and noted that we would not have made it through the past couple of years without his expertise
- Chief Schmerber expressed his thanks for his service over the years
- Mark shared that Ron has agreed to some part-time work to assist us during the transition

10. Next Board Meeting

Next meeting will be July 17, 2024 at 0900 at CCOM/Zoom

11. Adjournment - Meeting adjourned at 9:39 AM

Clackamas 800 Radio Group
Profit & Loss Budget vs. Actual
July 2023 through June 2024

	Jul '23 - Jun 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
401-00 · Beginning Fund Balance	0.00	-1,141,177.00	1,141,177.00	0.0%
405-00 · Members Contracts	223,709.00	226,914.00	-3,205.00	98.6%
410-00 · Partners Fees	2,616,864.00	1,476,864.00	1,140,000.00	177.2%
430-00 · Subscriber Radio Payments	0.00	0.00	0.00	0.0%
431-00 · Interest Income	11,072.00	100.00	10,972.00	11,072.0%
435-00 · Lease Revenue				
435-01 · Lease Revenue from PGE	178,333.33	178,333.00	0.33	100.0%
435-00 · Lease Revenue - Other	85,344.46	89,177.00	-3,832.54	95.7%
Total 435-00 · Lease Revenue	263,677.79	267,510.00	-3,832.21	98.6%
440-00 · Miscellaneous Income	13,817.03	2,900,000.00	-2,886,182.97	0.5%
445-00 · Additional Revenue	0.00	1,140,000.00	-1,140,000.00	0.0%
451-00 · Intergovernmental - Grant Funds	2,000,000.00			
Total Income	5,129,139.82	4,870,211.00	258,928.82	105.3%
Gross Profit	5,129,139.82	4,870,211.00	258,928.82	105.3%
Expense				
605-00 · Site Rental	287,306.92	311,300.00	-23,993.08	92.3%
610-00 · Fuel/Generators	25,470.89	25,000.00	470.89	101.9%
615-00 · HVAC Maintenance	26,896.25	50,000.00	-23,103.75	53.8%
620-00 · Landscape Maintenance	35,933.10	20,000.00	15,933.10	179.7%
621-00 · Office Supplies	0.00	900.00	-900.00	0.0%
625-00 · Generator Maintenance	53,550.67	25,000.00	28,550.67	214.2%
630-00 · UPS Maintenance	2,698.92	4,000.00	-1,301.08	67.5%
635-00 · Battery Maintenance	-360.00	5,000.00	-5,360.00	-7.2%
640-00 · Building Maintenance	43,851.08	10,000.00	33,851.08	438.5%
645-00 · Insurance	66,279.00	70,000.00	-3,721.00	94.7%
650-00 · Utilities	123,999.93	105,000.00	18,999.93	118.1%
655-00 · Consultant Services	2,325.00	35,000.00	-32,675.00	6.6%
660-00 · WCCCA System Fees	1,080,162.00	1,080,162.00	0.00	100.0%
665-00 · Radio Maintenance Fees				
665-01 · Radio Maintenance Service	21,515.37			
665-00 · Radio Maintenance Fees - Other	86,860.06	35,000.00	51,860.06	248.2%
Total 665-00 · Radio Maintenance Fees	108,375.43	35,000.00	73,375.43	309.6%
668-00 · Fire Sta Alerting Oper. Expense	117,158.03	92,500.00	24,658.03	126.7%
670-00 · Legal Services	13,698.00	3,000.00	10,698.00	456.6%
675-00 · Financial Services	15,720.45	9,600.00	6,120.45	163.8%
680-00 · Audit Fees	7,750.00	7,500.00	250.00	103.3%
685-00 · Miscellaneous Expenses	3,805.68	5,000.00	-1,194.32	76.1%
686-00 · Meeting Expenses	290.24	1,000.00	-709.76	29.0%
703-00 · Capital Outlay				
703-01 · Buildings & Land Improvement				
703-011 · Land Improvement	102,342.28	0.00	102,342.28	100.0%
703-012 · Building	132,621.65	0.00	132,621.65	100.0%
703-013 · Tower	285,624.20	0.00	285,624.20	100.0%
703-014 · Generator	3,506.30	0.00	3,506.30	100.0%
Total 703-01 · Buildings & Land Improvement	524,094.43	0.00	524,094.43	100.0%
703-02 · Radio Backbone				
703-021 · Simulcast / Master Site	2,040,005.35	0.00	2,040,005.35	100.0%
703-022 · Subscriber Radios	0.00	0.00	0.00	0.0%
703-023 · Console Equipment	0.00	0.00	0.00	0.0%
703-024 · Paging	15,160.00	0.00	15,160.00	100.0%
Total 703-02 · Radio Backbone	2,055,165.35	0.00	2,055,165.35	100.0%
703-03 · Equipment				
703-031 · Security System	9,353.49	0.00	9,353.49	100.0%
703-032 · DC Power	36,383.58	0.00	36,383.58	100.0%
703-034 · Microwave	7,105.90	0.00	7,105.90	100.0%
703-035 · Test Equipment	0.00	0.00	0.00	0.0%
703-036 · Fire Station Alerting	151,388.46			
Total 703-03 · Equipment	204,231.43	0.00	204,231.43	100.0%
703-00 · Capital Outlay - Other	0.00	4,422,533.00	-4,422,533.00	0.0%
Total 703-00 · Capital Outlay	2,783,491.21	4,422,533.00	-1,639,041.79	62.9%

These financial statements omit all disclosures required by accounting principles generally accepted in the United States of America. Management has not recorded current capital assets, accumulated depreciation, depreciation expense, certain receivables and leases under GASB-87, which is a known departure from accounting principles generally accepted in the United States of America. In addition, these statements omit the statement of cash flows, which is a known departure from **Page 1** accounting principles generally accepted in the United States of America. These financial statements have not been subjected to an audit, review, or compilation engagement, and therefore no assurance is provided.

9:45 AM

07/15/24

Accrual Basis

Clackamas 800 Radio Group Profit & Loss Budget vs. Actual

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	\$ Over Budget	% of Budget
800-00 - Operating Contingency	0.00	50,000.00	-50,000.00	0.0%
Total Expense	4,798,402.80	6,367,495.00	-1,569,092.20	75.4%
Net Ordinary Income	330,737.02	-1,497,284.00	1,828,021.02	-22.1%
Net Income	330,737.02	-1,497,284.00	1,828,021.02	-22.1%

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Clackamas 800 Radio Group Profit & Loss Detail June 2024

Type	Date	Num	Name	Memo	Class	Amount	Balance
Ordinary Income/Expense							
Income							
431-00 · Interest Income							
Deposit	06/28/2024		US Bank - Interest Income	Interest		434.55	434.55
Total 431-00 · Interest Income						434.55	434.55
435-00 · Lease Revenue							
Deposit	06/24/2024		FBI	Deposit		324.00	324.00
Deposit	06/24/2024		FBI	Deposit		1,140.03	1,464.03
Total 435-00 · Lease Revenue						1,464.03	1,464.03
451-00 · Intergovernmental - Grant Funds							
Invoice	06/17/2024	24-146	Clackamas County - ARPA Gr...	Motorola Contract milestone #...		156,369.43	156,369.43
Total 451-00 · Intergovernmental - Grant Funds						156,369.43	156,369.43
Total Income						158,268.01	158,268.01
Gross Profit						158,268.01	158,268.01
Expense							
605-00 · Site Rental							
General ...	06/01/2024	AJE 88		To record pre-paid June rent i...		1,495.00	1,495.00
Total 605-00 · Site Rental						1,495.00	1,495.00
610-00 · Fuel/Generators							
Bill	06/01/2024	1126787667	Ferrellgas	Memaloose		608.52	608.52
Bill	06/01/2024	2037671711	Ferrellgas	Mountain View		673.14	1,281.66
Bill	06/01/2024	2037834546	Ferrellgas	Mt. Scott		705.12	1,986.78
Total 610-00 · Fuel/Generators						1,986.78	1,986.78
615-00 · HVAC Maintenance							
Bill	06/30/2024	195910	Hunter-Davisson, Inc.	AC - Spring Maintenance - Mo...		370.00	370.00
Bill	06/30/2024	195912	Hunter-Davisson, Inc.	AC - Spring Maintenance - Bar...		370.00	740.00
Bill	06/30/2024	195920	Hunter-Davisson, Inc.	AC - Spring Maintenance - Da...		370.00	1,110.00
Bill	06/30/2024	195921	Hunter-Davisson, Inc.	AC - Spring Maintenance - Ca...		370.00	1,480.00
Total 615-00 · HVAC Maintenance						1,480.00	1,480.00
640-00 · Building Maintenance							
Bill	06/12/2024	INV03224	WCCCA	Expenses Oct 2023-Mar 2024		888.15	888.15
Bill	06/14/2024	RT97187	CDW Government	Juniper EX2300-C-12P & Juni...		1,079.53	1,967.68
Bill	06/27/2024	i12514	Alternative Power Systems, LLC	Tank Monitor repair, 4-20 MA ...		667.50	2,635.18
Total 640-00 · Building Maintenance						2,635.18	2,635.18
650-00 · Utilities							
Check	06/14/2024	EFT	NW Natural			19.22	19.22
Check	06/14/2024	EFT	Comcast			218.30	237.52
Check	06/18/2024	EFT	PGE			175.98	413.50
Check	06/18/2024	EFT	PGE			370.77	784.27
Check	06/18/2024	EFT	PGE			404.34	1,188.61
Check	06/18/2024	EFT	PGE			410.92	1,599.53
Check	06/18/2024	EFT	PGE			421.04	2,020.57
Check	06/18/2024	EFT	PGE			437.25	2,457.82
Check	06/18/2024	EFT	PGE			510.00	2,967.82
Check	06/18/2024	EFT	PGE			511.20	3,479.02
Check	06/18/2024	EFT	PGE			553.21	4,032.23
Check	06/18/2024	EFT	PGE			762.26	4,794.49
Check	06/18/2024	EFT	PGE			942.21	5,736.70
Check	06/20/2024	EFT	PGE			35.68	5,772.38
Check	06/20/2024	EFT	PGE			305.51	6,077.89
Check	06/20/2024	EFT	PGE			313.60	6,391.49
Check	06/20/2024	EFT	PGE			366.56	6,758.05
Check	06/20/2024	EFT	PGE			389.33	7,147.38
Check	06/20/2024	EFT	PGE			395.56	7,542.94
Check	06/20/2024	EFT	PGE			400.98	7,943.92
Check	06/20/2024	EFT	PGE			460.87	8,404.79
Check	06/20/2024	EFT	PGE			700.01	9,104.80
Check	06/24/2024	EFT	PGE			379.03	9,483.83
Check	06/24/2024	EFT	PGE			550.72	10,034.55
Check	06/28/2024	EFT	Canby Utility	190236		164.18	10,198.73
Total 650-00 · Utilities						10,198.73	10,198.73
655-00 · Consultant Services							
Bill	06/30/2024	CIWD-1119	Consistent Image Web Design	Monthly Web Maintenance - J...		100.00	100.00
Total 655-00 · Consultant Services						100.00	100.00
675-00 · Financial Services							
Check	06/14/2024	EFT	US Bank - Bank Fees	Service Charge		240.38	240.38
Bill	06/30/2024	166088	Talbot, Korvola & Warwick, LLP	June monthly bookkeeping		550.00	790.38
Total 675-00 · Financial Services						790.38	790.38
Total Expense						18,686.07	18,686.07
Net Ordinary Income						139,581.94	139,581.94
Net Income						139,581.94	139,581.94

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Clackamas 800 Radio Group
Trial Balance
As of June 30, 2024

	Jun 30, 24	
	Debit	Credit
115-00 · Cash/Checking Account	678,797.92	
11000 · Accounts Receivable	195,298.13	
120-00 · Member Fees Receivable	0.00	
12000 · Undeposited Funds	0.00	
150-00 · Prepaid Expenses	12,552.54	
160-00 · Buildings and Towers	51,370,567.15	
165-00 · Radio Backbone	15,627,302.80	
166-00 · Equipment	8,732,747.00	
167-00 · Work In Progress	0.00	
169-00 · CIP	0.00	
175-00 · Accumulated Depreciation		16,918,530.50
190-00 · Leased Assets	5,041,399.00	
195-00 · Accumulated Amortization		456,504.00
180-00 · Deferred O/F-P25 Maintenance	6,081,616.00	
201-00 · Accounts Payable		6,823.96
201-02 · Other Accounts Payable	0.00	
202-00 · Partner Prepayment	0.00	
210-00 · Reimb due Clackamas County	0.00	
250-00 · N/P - CCB (Microwave)	0.00	
290-00 · Operating Lease < 1 year		113,349.00
280-00 · Prepaid Lease Income		1,709,027.78
295-00 · Operating Lease > 1 year		4,659,161.00
300-00 · Fund Balance	0.00	
300-01 · GLTDAG	0.00	
310-00 · Investment in Fixed Assets		53,862,036.66
320-00 · Retained Earnings, Prior		9,684,110.62
405-00 · Members Contracts		223,709.00
410-00 · Partners Fees		2,616,864.00
431-00 · Interest Income		11,072.00
435-00 · Lease Revenue		85,344.46
435-01 · Lease Revenue from PGE		178,333.33
440-00 · Miscellaneous Income		13,817.03
451-00 · Intergovernmental - Grant Funds		2,000,000.00
605-00 · Site Rental	287,306.92	
610-00 · Fuel/Generators	25,470.89	
615-00 · HVAC Maintenance	26,896.25	
620-00 · Landscape Maintenance	35,933.10	
625-00 · Generator Maintenance	53,550.67	
630-00 · UPS Maintenance	2,698.92	
635-00 · Battery Maintenance		360.00
640-00 · Building Maintenance	43,851.08	
645-00 · Insurance	66,279.00	
650-00 · Utilities	123,999.93	
655-00 · Consultant Services	2,325.00	
660-00 · WCCCA System Fees	1,080,162.00	
665-00 · Radio Maintenance Fees	86,860.06	
665-01 · Radio Maintenance Service	21,515.37	
668-00 · Fire Sta Alerting Oper. Expense	117,158.03	
670-00 · Legal Services	13,698.00	
675-00 · Financial Services	15,720.45	
680-00 · Audit Fees	7,750.00	
685-00 · Miscellaneous Expenses	3,805.68	
686-00 · Meeting Expenses	290.24	
703-011 · Land Improvement	102,342.28	
703-012 · Building	132,621.65	
703-013 · Tower	285,624.20	
703-014 · Generator	3,506.30	
703-021 · Simulcast / Master Site	2,040,005.35	
703-024 · Paging	15,160.00	
703-031 · Security System	9,353.49	
703-032 · DC Power	36,383.58	
703-034 · Microwave	7,105.90	
703-036 · Fire Station Alerting	151,388.46	
TOTAL	92,539,043.34	92,539,043.34

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Clackamas 800 Radio Group
Balance Sheet
As of June 30, 2024

	Jun 30, 24
ASSETS	
Current Assets	
Checking/Savings	
115-00 · Cash/Checking Account	678,797.92
Total Checking/Savings	678,797.92
Accounts Receivable	
11000 · Accounts Receivable	195,298.13
Total Accounts Receivable	195,298.13
Other Current Assets	
150-00 · Prepaid Expenses	12,552.54
Total Other Current Assets	12,552.54
Total Current Assets	886,648.59
Fixed Assets	
160-00 · Buildings and Towers	51,370,567.15
165-00 · Radio Backbone	15,627,302.80
166-00 · Equipment	8,732,747.00
175-00 · Accumulated Depreciation	-16,918,530.50
190-00 · Leased Assets	
195-00 · Accumulated Amortization	-456,504.00
190-00 · Leased Assets - Other	5,041,399.00
Total 190-00 · Leased Assets	4,584,895.00
Total Fixed Assets	63,396,981.45
Other Assets	
180-00 · Deferred O/F-P25 Maintenance	6,081,616.00
Total Other Assets	6,081,616.00
TOTAL ASSETS	70,365,246.04
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201-00 · Accounts Payable	6,823.96
Total Accounts Payable	6,823.96
Other Current Liabilities	
290-00 · Operating Lease < 1 year	113,349.00
Total Other Current Liabilities	113,349.00
Total Current Liabilities	120,172.96
Long Term Liabilities	
280-00 · Prepaid Lease Income	1,709,027.78
295-00 · Operating Lease > 1 year	4,659,161.00
Total Long Term Liabilities	6,368,188.78
Total Liabilities	6,488,361.74
Equity	
310-00 · Investment in Fixed Assets	53,862,036.66
320-00 · Retained Earnings, Prior	9,684,110.62
Net Income	330,737.02
Total Equity	63,876,884.30
TOTAL LIABILITIES & EQUITY	70,365,246.04

These financial statements omit all disclosures required by accounting principles generally accepted in the United States of America. Management has not recorded current capital assets, accumulated depreciation, depreciation expense, certain receivables and leases under GASB-87, which is a known departure from accounting principles generally accepted in the United States of America. In addition, these statements omit the statement of cash flows, which is a known departure from Page 1 accounting principles generally accepted in the United States of America. These financial statements have not been subjected to an audit, review, or compilation engagement, and therefore no assurance is provided.

9:42 AM
07/15/24

**Clackamas 800 Radio Group
A/R Aging Detail
As of June 30, 2024**

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Total Current						
1 - 30						
Invoice	06/17/2024	24-146	Clackamas County - ARPA Grant Related	06/17/2024	13	156,369.43
Total 1 - 30						156,369.43
31 - 60						
Total 31 - 60						
61 - 90						
Total 61 - 90						
> 90						
Invoice	06/01/2022	2019-2069	Colton Fire	06/01/2022	760	18,348.55
Invoice	07/01/2022	22-106	Colton Fire	07/01/2022	730	20,640.00
Credit Memo	11/15/2023	24-142	KATU	11/15/2023	228	-59.85
Total > 90						38,928.70
TOTAL						195,298.13

These financial statements omit all disclosures required by accounting principles generally accepted in the United States of America. Management has not recorded current capital assets, accumulated depreciation, depreciation expense, certain receivables and leases under GASB-87, which is a known departure from accounting principles generally accepted in the United States of America. In addition, these statements omit the statement of cash flows, which is a known departure from Page 1 accounting principles generally accepted in the United States of America. These financial statements have not been subjected to an audit, review, or compilation engagement, and therefore no assurance is provided.



5900 NE Pinefarm Court
Hillsboro, Oregon 97124
(503) 466-3783

Board Action Request

To: Board of Directors
From: Mark Buchholz
Date: July 17, 2024
Re: Motorola contract balance financing.

REQUEST

Board authorize Chair Mahuna to enter into an agreement with Motorola to finance the remaining balance (\$950,140.70) of the Clackamas ASTRO25 Radio Project for a term of seven (7) years at an interest rate of 5.34%.

BACKGROUND

In 2016, the Clackamas 800 Radio Group (C800) approached Clackamas County to assist with funding the upgrade of the Public Safety Radio System. The County agreed and the Clackamas County Voters approved Ballot Measure 3-476.

The project to upgrade the radio system move forward with radio site additions to expand system coverage and a complete replacement of infrastructure, including a contract with Motorola for radio system equipment, installation, and configuration. This total contract was for \$35,225,367 and has been underway for roughly seven years and has just reached final acceptance.

As part of final acceptance, the remaining balance of \$950,140.70 is now due. The overall cost of the radio project has exceeded the total revenue from Ballot Measure 3-476, therefore the remaining project balance falls on C800.

Since the remaining balance exceeds current available C800 funds, financing is necessary. In anticipation of this situation, the Board has approved a debt payment component in the FY25 Budget sufficient to cover the terms of this request.

FINANCIAL

This action will encumber \$166,232.16 of debt payment each year for seven (7) years. It will result in total principle paid of \$950,140.70 and total interest paid of \$213,484.42.



7/9/21

Clackamas 800 Radio Group
5900 NE Pinefarm Court
Hillsboro OR 97124

RE: Municipal Lease # 25269

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25269 are valid for contracts that are executed and returned to Motorola on or before **July 28, 2024**. After **7/28/2024**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address Clackamas 800 Radio Group

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
 P.O. Box 71132
 Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25269

LESSEE:

Clackamas 800 Radio Group
5900 NE Pinefarm Court
Hillsboro OR 97124

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for

Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or

measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 28th day of July, 2024.

LESSEE:
Clackamas 800 Radio Group

By: _____

Printed Name: _____

Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

Uygar Gazioglu

Title Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the Clackamas 800 Radio Group , an entity duly organized and existing under the laws of the **State of Oregon** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25269**, between _____ Clackamas 800 Radio Group and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate this 28th day of July, 2024.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25269 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for Clackamas 800 Radio Group

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 25269
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25269** ("Lease"), between Lessor and _Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 84 Months

Commencement Date: 8/1/2024

First Payment Due Date: 8/1/2025

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Quantity

1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSE
12	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
12	UA00653AA	ADD: BASIC CONSOLE OPERATION
12	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
12	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
12	UA00658AA	ADD: SECURE OPERATION
12	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
12	UA00660AA	ADD: OTEK OPERATION
12	UA00661AA	ADD: ENHANCED IRR
12	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH
12	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
12	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
12	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
12	T7885	MCAFFEE WINDOWS AV CLIENT
12	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNE
12	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
12	B1941	USB AUDIO INTERFACE MODULE
72	B1952	SPEAKER, DESKTOP, USB
72	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
24	B1913	MCC SERIES HEADSET JACK
12	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
12	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
12	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
12	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
4	CLN1869	2930F 48-PORT SWITCH
4	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	L3468	MCC SERIES I/O SHELF W/ CONTROLLER
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER

1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	BVN1013	MKM 7000 Console Alias Manager Soft
1	T7885	MCAFEE WINDOWS AV CLIENT
2	THN1012	RACK 7' OPEN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	DSKL1516AIM	ATEN 16-PORT 17 DUAL RAIL LCD IP CA
4	DSKA7169	ATEN USB DISPLAYPORT ADAPTER
14	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSE
3	UA00250AA	ADD: 30 RADIO RESOURCES LICENSE
3	UA00653AA	ADD: BASIC CONSOLE OPERATION
3	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
3	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
3	UA00658AA	ADD: SECURE OPERATION
3	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
3	UA00660AA	ADD: OTEK OPERATION
3	UA00661AA	ADD: ENHANCED IRR
3	TT3308	ZBOOK 15 G4 256GB 8GB NON RETURNABL
3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
3	T7885	MCAFEE WINDOWS AV CLIENT
3	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNE
3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
3	DSF2B56AA	USB EXTERNAL DVD DRIVE
3	B1941	USB AUDIO INTERFACE MODULE
3	B1952	SPEAKER, DESKTOP, USB
3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
3	B1913	MCC SERIES HEADSET JACK
3	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
3	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
3	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
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1	UA00250AA	ADD: 30 RADIO RESOURCES LICENSE

1	UA00653AA	ADD: BASIC CONSOLE OPERATION
1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
1	UA00658AA	ADD: SECURE OPERATION
1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
1	UA00660AA	ADD: OTEK OPERATION
1	UA00661AA	ADD: ENHANCED IRR
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSE
1	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
1	UA00653AA	ADD: BASIC CONSOLE OPERATION
1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
1	UA00658AA	ADD: SECURE OPERATION
1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
1	UA00660AA	ADD: OTEK OPERATION
1	UA00661AA	ADD: ENHANCED IRR
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNE
1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	B1941	USB AUDIO INTERFACE MODULE
6	B1952	SPEAKER, DESKTOP, USB
6	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
2	B1913	MCC SERIES HEADSET JACK
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
1	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
1	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
2	CLN1868	2930F 24-PORT SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	L3468	MCC SERIES I/O SHELF W/ CONTROLLER
1	T7038	GCP 8000 SITE CONTROLLER

1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	BVN1013	MKM 7000 Console Alias Manager Soft
1	T7885	MCAFFEE WINDOWS AV CLIENT
3	THN1012	RACK 7' OPEN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSE
9	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
9	UA00653AA	ADD: BASIC CONSOLE OPERATION
9	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
9	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
9	UA00658AA	ADD: SECURE OPERATION
9	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
9	UA00660AA	ADD: OTEK OPERATION
9	UA00661AA	ADD: ENHANCED IRR
9	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH
9	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
9	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
9	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
9	T7885	MCAFFEE WINDOWS AV CLIENT
9	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNE
9	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
9	B1941	USB AUDIO INTERFACE MODULE
54	B1952	SPEAKER, DESKTOP, USB
54	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
18	B1913	MCC SERIES HEADSET JACK

9	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
9	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
9	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
9	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
4	CLN1868	2930F 24-PORT SWITCH
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1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
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1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
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1	SQM01SUM0205	GGM 8000 GATEWAY
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1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
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1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
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1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
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1	T7885	MCAFFEE WINDOWS AV CLIENT
3	THN1012	RACK 7' OPEN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	DSKL1516AIM	ATEN 16-PORT 17 DUAL RAIL LCD IP CA
4	DSKA7169	ATEN USB DISPLAYPORT ADAPTER
14	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
1	CLN1856	2620-24 ETHERNET SWITCH
1	T8126	FORTINET FIREWALL APPLIANCE
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSE
1	UA00250AA	ADD: 30 RADIO RESOURCES LICENSE
1	UA00653AA	ADD: BASIC CONSOLE OPERATION
1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
1	UA00658AA	ADD: SECURE OPERATION

1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
1	UA00660AA	ADD: OTEK OPERATION
1	UA00661AA	ADD: ENHANCED IRR
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1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNE
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1	UA00661AA	ADD: ENHANCED IRR
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
12	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
12	G806	ENH: ASTRO DIGITAL CAI OP APEX
12	G51	ENH: SMARTZONE OPERATION APX
12	G361	ADD: P25 TRUNKING SOFTWARE
12	GA00580	ADD: TDMA OPERATION
12	G442	ADD: O5 CONTROL HEAD
12	G444	ADD: APX CONTROL HEAD SOFTWARE
12	G67	ADD: REMOTE MOUNT MP
12	G89	ADD: NO RF ANTENNA NEEDED
12	GA00235	ADD: NO GPS ANTENNA NEEDED
12	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
12	G78	ADD: 3 YEAR SERVICE FROM THE START
12	GA09001	ADD: WI-FI CAPABILITY
12	G996	ENH: OVER THE AIR PROVISIONING
12	GA01767	APX MOBILE RADIO AUTHENTICATION
12	GA09008	ADD: GROUP SERVICES

12	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
12	G843	ADD: AES ENCRYPTION APX
12	G582	ADD: REMOTE MOUNT CABLE 131 FT
12	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED
12	G799	ADD: PRINTED TEST RESULTS APEX
12	GA05509	DEL: DELETE UHF BAND
12	GA05508	DEL: DELETE VHF BAND
12	W22	ADD: STD PALM MICROPHONE APEX
12	G832	ADD: SPKR 7.5W WATER RESISANT
6	DS11054719	SHELF 26 INCH DEEP BY 19 IN WIDE B
9	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
9	G806	ENH: ASTRO DIGITAL CAI OP APEX
9	G51	ENH: SMARTZONE OPERATION APX
9	G361	ADD: P25 TRUNKING SOFTWARE
9	GA00580	ADD: TDMA OPERATION
9	G442	ADD: O5 CONTROL HEAD
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9	G67	ADD: REMOTE MOUNT MP
9	G89	ADD: NO RF ANTENNA NEEDED
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9	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED
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9	GA05509	DEL: DELETE UHF BAND
9	GA05508	DEL: DELETE VHF BAND
9	W22	ADD: STD PALM MICROPHONE APEX
9	G832	ADD: SPKR 7.5W WATER RESISANT
4	DS11054719	SHELF 26 INCH DEEP BY 19 IN WIDE B

Clackamas 800 Radio Group (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		5.340%				
CASH FLOW DATA						
Event	Date	Amount	Number	Period	End Date	
1 Lease	8/1/2024	\$ 950,140.70	1			
2 Lease Payment	8/1/2025	\$ 166,232.16	7	Annual	8/1/2031	
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	8/1/2024				\$950,140.70	
1	8/1/2025	\$ 166,232.16	\$ 50,737.51	\$115,494.65	\$834,646.05	
2	8/1/2026	\$ 166,232.16	\$ 44,570.10	\$121,662.06	\$712,983.99	
3	8/1/2027	\$ 166,232.16	\$ 38,073.35	\$128,158.81	\$584,825.18	
4	8/1/2028	\$ 166,232.16	\$ 31,229.66	\$135,002.50	\$449,822.68	
5	8/1/2029	\$ 166,232.16	\$ 24,020.53	\$142,211.63	\$307,611.05	
6	8/1/2030	\$ 166,232.16	\$ 16,426.43	\$149,805.73	\$157,805.32	
7	8/1/2031	\$ 166,232.16	\$ 8,426.84	\$157,805.32	\$ -	
Grand Totals		\$ 1,163,625.12	\$ 213,484.42	\$950,140.70		

INITIAL INSURANCE REQUIREMENT: \$950,140.70

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25269** to that Equipment Lease Purchase Agreement number **25269** will be maintained by the **Clackamas 800 Radio Group** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25269** , Clackamas 800 Radio Group , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25269 to that Equipment Lease Purchase Agreement number 25269. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25269 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **Clackamas 800 Radio Group** ?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25269

Lease Schedule A No. : 25269

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25269. See Schedule A for a detailed Equipment List.

LESSEE:

Clackamas 800 Radio Group

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25269) held on (Enter date) July _____, 2024, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Clackamas 800 Radio Group (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Bonds

(Rev. May 2018)

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.



Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Clackamas 800 Radio Group		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 5900 NE Pinefarm Court	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Hillsboro OR 97124		7 Date of issue 8/1/24	
8 Name of issue Equipment Lease-Purchase Agreement 25269		9 CUSIP number none	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	950,140.70	
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe	18		
19a	If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
19b	If bonds are BANs, check only box 19b <input type="checkbox"/>			
20	If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	8/1/31	950,140.70	950,140.70	7 years	5.34

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) NA

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded _____ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded _____ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) _____

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) _____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box.....▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box.....▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box.....▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box.....▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement.....▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.		
	_____	_____	
	Signature of Authorized Representative	Date Title	<input type="checkbox"/>
	_____	_____	_____

issuer's authorized representative paid preparer
Date
Type or print name and title
Signature of
