



BOB COZZIE
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

June 25, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of assignment of lease from Clackamas County to the Clackamas 800 MHz Radio Group (C-800) for the Mt. Scott and Brightwood Radio sites

Purpose/Outcome	Approve the transfer of lease assignments from Clackamas County to the Clackamas 800 MHz Radio Group (C-800).
Dollar Amount and Fiscal Impact	N/A
Funding Source	C-800
Safety Impact	None
Duration	Effective on signing of lease agreements. Permanent transfer.
Previous Board Action/Review	Approved moving forward with transferring assets to C-800
Contact Person	Mark Spross, Communications Manager – Department of Communications – (503) 655-8882
Contract No.	N/A

BACKGROUND:

In 2001, Clackamas County entered into an agreement with the Clackamas 800 MHz Radio Group (C-800) to assist with the financing, installation and build-out of an 800 MHz radio system to serve public safety responders in Clackamas County. C-800 is an ORS 190 organization formed specifically to construct and maintain an 800 MHz radio system to serve the public safety partner jurisdictions. This radio system was needed to provide a greater level of communication interoperability for emergency responders within Clackamas County and also to provide compatible interoperable communications with other emergency responders in the Portland Metropolitan area.

In order to achieve that objective, Clackamas County financed the initial build-out of the system with the understanding that C-800 would pay the debt service. Additional revenue to develop the system was secured for the project through a variety of grants, including a U.S. Department of Justice Community Oriented Policing (COPS) Grant, Title III grants and several Homeland Security grants. County staff as assisted with this overall project in concert with staff from C-800. In 2009, all debt service payments to the County were completed by C-800.

Housekeeping action is now needed to transfer leases on several radio sites from Clackamas County to C-800. The leases had been held by the County due to its financial interest in the C-800 organization.

**ASSIGNMENT OF LEASE
AND CONSENT TO ASSIGNMENT**

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State" and Clackamas County, hereinafter referred to as "Assignor" and, Clackamas 800 Radio Group, hereinafter referred to as "Assignee" agree to the following:

RECITALS

- A. "Assignor" is the Lessee under that certain Lease from "State" dated , a copy of which is attached hereto, marked Exhibit "A" and by reference made a part hereof.
- B. The parcel of land which is the subject of said Lease consists of approximately located on TL 200 in the NE1/4, SW1/4 of Section 27, Township 1 South, Range 2 East, W.M., Clackamas County, Oregon as shown on Exhibit A of the attached copy of lease also marked Exhibit A of this Assignment of Lease Agreement.
- C. Assignee, having reviewed and become familiar with all of the terms and conditions of the Lease, now wishes to acquire Assignor's interest in the leased premises, and is willing to assume all of the obligations of the Lessee under the Lease. Assignor now wishes to transfer all of the Assignor's interest under the Lease and in and to the leased premises to Assignee.

NOW THEREFORE

Section 1, Assignment:

- 1.1 Assignor hereby assigned and transfers and conveys to Assignee, effective August 7, 2014, all of Assignor's interest as Lessee in and to said Lease and in and to said leased premises.
- 1.2 Assignor warrants that the Lease has not been amended or modified. Assignee may have possession of the leased premises upon execution of this document.

Section 2, Assumption:

- 2.1 Assignee hereby accepts the foregoing assignment by Assignor, effective April 1, 2015, assumes responsibility for payment and performance of all obligations of Assignor, as Lessee, under the Lease.

Section 3, Consent to Assignment of Lease:

- 3.1 State, in consideration of Assignee's agreement to pay and perform the Lease, hereby consents to this assignment, but does not release Assignor or any other party from liability for payment and performance of the Lease.

IN WITNESS WHEREOF, the undersigned have executed the foregoing on or effective as of the date first written below; if a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated this _____ day of _____, 20__.

ASSIGNOR:

ASSIGNEE:

By _____

By *[Signature]*

By _____

By *John HARTSON*

CONSENT TO ASSIGNMENT OF LEASE

STATE OF OREGON, by and through its Department of Transportation:

By _____
Joseph A. Gray, State Right of Way Manager

Date _____, 20__