

LEASE

The County of Tehama ("Lessor"), hereby leases to County of Shasta, through its Department of Public Works ("Lessee"), (collectively, the "Parties" and individually a "Party") for a term of five years commencing on August 1, 2025, through July 31, 2030, property located on Inskip Mt., Tehama County, California, consisting of vault space, tower space, electrical power and connection to backup generator power ("Premises") for the operation of equipment owned by Lessee. This is a nonexclusive lease; other lessees may have a similar lease agreement with Lessor for the same location.

The Lessee owned equipment consists of: Radio Repeater with associated antenna and coaxial transmission line:

Model#: MTR 2000 - T5766

Serial#: 474CYF0160

THIS LEASE IS MADE ON THE FOLLOWING CONDITIONS:

1. Rent shall be the annual sum of \$1,980.00, payable in 12 equal monthly installments (\$165.00 per month) on the first day of each month commencing on July 1, 2025. An updated monthly billing rate will be determined by the Lessor in July of each year of the term, based on the annual change of the Consumer Price index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-Hayward, CA, all terms (1967 - 100). If such indexes show an increase over the index of the previous December, then the rent for the following year of the term shall be increased in proportion to such increases.
2. Either Party may terminate this lease at the end of a one-year term upon thirty days advance written notice to the other Party. Lessee may, at any time, terminate this lease upon ninety days advance written notice to Lessor.
3. Lessee shall pay when due all property taxes levied upon equipment owned by Lessee and shall furnish government special use permits for such equipment, if required. Lessee shall operate only equipment currently licensed by the Federal Communications Commission.
4. Lessor shall use reasonable care in the maintenance of the Premises; but Lessor shall not be responsible for loss of or damage to Lessee's equipment by fire, theft, vandalism, storm damage or other natural causes. In the event of major damage to the Premises, or destruction thereof, either Party may terminate this lease without further obligation.
5. Lessor shall not be liable for injury or death to Lessee or its agents, employees or to third persons or for damage to Lessee's property or the property of its agents, and employees or third person's arising out of the use, maintenance or operation by Lessee of either Lessor's or Lessee's communications equipment located at the premises. Further, Lessor shall not be responsible to Lessee or its agents, employees, or to third parties for any death, personal injury, or property damage to any person whatsoever arising out of or connected with any interference to or interruption in Lessee's maintenance or operation of its communication facilities and equipment maintained and operated by it which may be caused by or connected with Lessor's communication operations, or otherwise. Lessee agrees to save and defend and indemnify and hold Lessor free and harmless of and from any cost, expense, including attorney's fees, damage or liability whatsoever arising out of or in any manner connected with the above or Lessee's use or occupation of said leased premises and the Lessee's activities and operations thereon or in connection therewith.

6. Each Party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this lease, and obtain and keep in force insurance or equivalent programs of self- insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage.
7. Lessee shall have twenty-four hours per day nonexclusive access to the Premises and access to its equipment as per Federal Communications Commission Rules and Regulations.
8. Lessee owned equipment shall be engineered and installed in a fashion as too not cause any interference or degradation to other radio communications systems located at this site. All equipment installation, additions, alterations, and maintenance shall be performed by Lessee or its agent.
9. Lessee shall not assign this lease, sublet the Premises or permit the same to be used by third persons not agents or employees of Lessee without the prior written consent of Lessor.
10. If any legal action or any arbitration or other proceeding is brought for the enforcement of this lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this lease, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any relief to which it or they may be entitled.
11. If Lessee fails to pay the rent when due, or otherwise breach this lease, Lessor, after giving Lessee seven days written notice of such breach, shall be entitled to retake possession of the Premises, remove Lessee's equipment therefrom and store the same for the account of Lessee without liability for any damage or loss incurred by Lessee in connection with such retaking of the Premises.
12. This lease is subject to all the terms of an existing lease between Lessor and the State of California related to the property on which the Premises is located.
13. This lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this lease agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this lease. The Parties further agree that the electronic signatures of the Parties included in this lease are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the Parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this lease, and to bind the Party on whose behalf their execution is made.

COUNTY OF TEHAMA

Date

Dave Kain
Sheriff-Coroner
County of Tehama

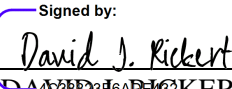
Date

Matt Hansen
Chairman, Board of Supervisors
County of Tehama

COUNTY OF SHASTA

07/09/2025 | 4:58 PM PDT


Date

Signed by:


DAVID J. RICKERT
County Executive Officer
County of Shasta
State of California

Approved as to form:
JOSEPH LARMOUR
County Counsel

RISK MANAGEMENT APPROVAL

Signed by:

By: _____
C. Todd Endres
Deputy County Counsel

Signed by:

By: _____
Dolyene Lane
Risk Manager

COUNTY OF TEHAMA

PASSED AND ADOPTED by the Board of Supervisors of the County of Tehama, State of California, on the _____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT or NOT VOTING:

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and forgoing to be a full, true and correct copy of an ordinance adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated: This _____ day of _____ 2025.

SEAN HOUGHTBY, County Clerk and
ex-officio Clerk of the Board of Supervisors of
the County of Tehama, State of California.

By: _____
Deputy

Lease # _____