

EQUIPMENT LEASE

1. Parties. This equipment Lease is entered into between the VINA VOLUNTEER FIRE DEPARTMENT, an unincorporated association, hereinafter called "Lessor" and the COUNTY OF TEHAMA, a political subdivision, hereinafter called "Lessee".

2. Lease of Equipment. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, to be stationed at VINA, CA. but to be available to respond to any emergency call as dispatched by the Emergency Command Center TEHAMA COUNTY RURAL FIRE DEPT. and subject to the terms, provisions, conditions, and covenants hereinafter set forth, the following equipment:

One 1978 Ford 9000 3 Axle custom
built 3500 gal. Water Tender with pump.
Model and Serial Number: VIN U91TVBA6834
Total equipment value: \$32,728.00

3. Term. The term of this lease shall be for a period of one (1) year but shall be automatically renewed annually unless written notice is given by either party terminating this lease.

4. Fire Equipment Rental Use. During the term of the lease the Lessee reserves the right to rent said equipment to State and Federal agencies for the purpose of fire suppression activities. During the period that said equipment is under rental agreement with state or federal agencies, the Lessee shall not be held responsible for damages or maintenance due to use on said rental assignment. Revenue derived from rental of said equipment shall be divided in the following manner; 20% shall be returned to the County Fire Department for use in the maintenance budget. 80% shall be returned to the Lessor to be used toward replacement of said equipment.

5. Rent. In consideration of the leasing of the above-described equipment, Lessee agrees to pay to Lessor at Lessor's place of business on/or before the first day of the first month following the execution of this lease and annually thereafter during the term of this lease, the sum of One Dollar (\$1).

6. Title to Equipment. Title to the equipment herein leased shall be, and at all times, remain in Lessor. Lessee shall neither remove nor permit removal of any serial number, model number, name, or any other identification of ownership.

7. Maintenance. Lessee agrees at its own cost and expense to keep the equipment in good working order during the term of this lease and to service and maintain the equipment on a regular basis to normal county standards. On expiration or prior termination of this lease, Lessee shall surrender the equipment to Lessor in as good a condition as when received, reasonable wear and tear resulting from proper use alone is excepted.

8. Insurance. Lessee shall, at all times during the term of this lease, at its own cost and expense, keep the equipment herein leased insured either through its own self insurance program or through policies of insurance with carriers acceptable to Lessor. All such insurance contemplated herein shall be a general liability policy protecting the Lessor's, jointly and severally, and naming Lessor's as beneficiary therein, as herinafter set forth with minimum limits of One Million Dollars (\$1,000,000.00). In addition Lessee agrees to provide collision insurance covering physical damage to the equipment during the term of this lease.

9. Termination. Either party may terminate this lease at any time after giving the other party thirty-days written notice of intent to do so.

10. Notices. All payments and notices required herein to be made and given may be made and given by mailing the same to Lessor at P.O. Box 336, Vina, California 96092, and to Lessee at 604 Antelope Blvd., Red Bluff, California 96080.

11. Applicable Law. This lease shall be governed by and construed under the laws of the State of California.

12. Ownership. The property leased is and shall at all times remain the sole property of Lessor, and Lessee shall have no right, title, or interest therein except as expressly set forth in this lease.

13. Assignment or Sublease. Without the prior written consent of Lessor, Lessee shall not assign, transfer, pledge, or hypothecate this lease, the leased property, or any part thereof, or any interest therein.

14. Taxes, Liens, and Encumbrances. Lessee shall at all times during the term hereof maintain the leased equipment free and clear of taxes, liens, and encumbrances.

LESSOR:

DATED: APR 23 1991

VINA VOLUNTEER
FIRE DEPARTMENT

APPROVED AS TO FORM;

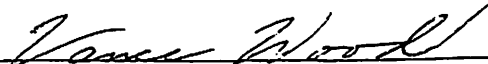

BY KARL ANDERSON, CHIEF

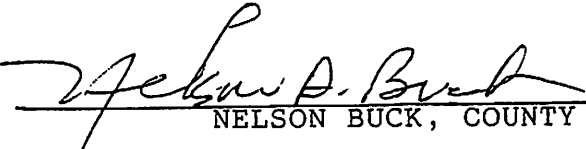
BY

LESSEE:

APPROVED AS TO FORM:

COUNTY OF TEHAMA


BY CHAIRPERSON OF THE TEHAMA
VICE COUNTY BOARD OF SUPERVISORS


NELSON BUCK, COUNTY COUNSEL

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

CONSENT CALENDAR

Noting the changes to Items #8, #12(a)(2) and (3), and #12(b), a motion was made by Supervisor Hicks, seconded by Supervisor Bundy and carried by the unanimous vote of the Board members present to approve the following items as listed on the consent agenda:

10. TEHAMA COUNTY FIRE/AGREEMENT - Approval and authorization for Chairman to execute the Equipment Lease between the Vina Volunteer Fire Department and the County of Tehama for the lease of one 1978 Ford 9000 Water Tender with pump for a term of one year
(1991 Miscellaneous Agreement Book, #82-1991)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, MARY ALICE GEORGE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 23rd day of April, 1991

DATED: This 23rd day of April, 1991

MARY ALICE GEORGE, County Clerk and
Ex-officio Clerk of the Board of
Supervisors of the County of Tehama,
State of California

By Julie A. Susneros
Deputy