

# Fairplay Radio Site Lease

AGREEMENT FOR SERVICES # 8346

**THIS AGREEMENT** made and entered into between PETER GARIBALDI, hereinafter called the "LANDOWNER" and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "COUNTY":

## WITNESSETH:

**WHEREAS**, LANDOWNER has an 8ft. by 12ft. real property site suitable for a radio station vault and incidental facilities commonly referred to as "vault", in El Dorado County, California.

**WHEREAS**, LANDOWNER and COUNTY wish this agreement to be based upon the consideration of improved COUNTY law enforcement radio communication for the public's good and the willingness of LANDOWNER to provide the necessary property space in return for the aforesaid improvement in law enforcement radio communication; and

**WHEREAS**, COUNTY desires to retain its radio equipment in the vault and its antenna on LANDOWNER'S property, and LANDOWNER is willing to permit the same, subject to the following terms and conditions:

Starting in 2024 Monthly Rent- \$595.00 per month for a five-year term with the option to renew at 3% per year which includes electricity payable without the LANDOWNER having to submit an annual request for payment:

Term	Yearly Payment
1/1/23 to 12/31/23	\$6,540.00
1/1/2024 to 12/31/2024	\$7,140.00
1/1/2025 to 12/31/2025	\$7,354.00
1/1/2026 to 12/31/2026	\$7,580.00
1/1/2027 to 12/31/2027	\$7,807.00
1/1/2028 to 12/31/2028	\$8,041.00

The total amount of this Agreement shall not exceed 44,470.00, inclusive of all costs, taxes, and expenses. Annual payments will be due by the first day of the new year.

1. **LEASE.** LANDOWNER does hereby lease to COUNTY space for and/or within said vault and does hereby grant to COUNTY permission to maintain radio equipment of COUNTY 24 hours 7 days a week without prior notification to the Landowner on said property of LANDOWNER located at: 5155 Omo Ranch Rd., Fairplay, El Dorado County, California (Radio tower owned by Peter Garibaldi).
  
2. **FREQUENCIES ALLOWED.** COUNTY shall transmit and receive on the following frequencies and shall not change or add to these frequencies without prior written consent of LANDOWNER.

Transmit

161.070 MHz  
161-565 MHz  
160.695 MHz

Receive

159.600 MHz  
159.690 MHz  
160.695 MHz

3. **ELECTRIC SERVICE.** LANDOWNER shall provide commercial electrical service to be used by COUNTY. LANDOWNER shall not, however, undertake to furnish said services when commercial electrical service is temporarily unavailable at the property for any reason, including, but not limited to, a power blackout. LANDOWNER makes no guarantee as to the reliability of such services.
4. **INTERFERENCE.** In the event that the operation or maintenance of said equipment shall create any interference with the operation of LANDOWNER'S equipment/appliances or the equipment/appliances of any other person, company or agency authorized by LANDOWNER to occupy space in said vault, COUNTY shall, at its own expense, take such steps as may be necessary to eliminate such interference. LANDOWNER shall have the right to terminate this agreement and COUNTY shall remove its equipment within 30 days there from if such interference cannot be eliminated.
5. **TERM.** This agreement shall become effective upon final execution and cover the period January 1, 2023 - December 31, 2028.
6. **TERMINATION.** Either party may terminate the agreement by giving written notice to the other party of such termination, effective three (3) months after the date of such notice. Notices required by this agreement shall be mailed to the following addresses for each party.

**COUNTY**  
**County of El Dorado**  
**200 Industrial Drive**  
**Placerville, CA 95667**

**LANDOWNER**  
**Peter Garibaldi**  
**P. O. Box 41**  
**Sutter Creek, CA 95685**

7. **ASSIGNMENT OF RIGHTS.** COUNTY shall not sublet nor assign any of its rights granted herein without first obtaining the prior written consent of LANDOWNER.
8. **COUNTY ADMINISTRATOR.** The COUNTY Administrator of this agreement shall be Reese Willer, Communications Manager or successor.
9. **ALL TERMS INCLUDED IN AGREEMENT.** This written agreement encompasses all agreed upon terms between parties and may only be amended in writing with the authorized signature of both parties.

## **ARTICLE I**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Landowner and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.


Landowner covenants that during the term of this Agreement neither it, or any officer or employee of Landowner, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Landowner becomes aware of a conflict of interest related to this Agreement, Landowner shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination.

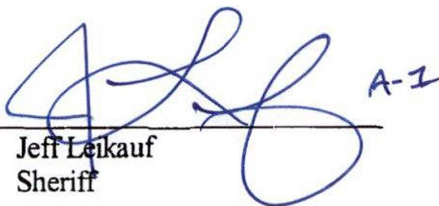
Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Landowner shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Landowner, if any, to any officer of County.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
Reese D Willer  
Communications Manager  
Sheriff's Office

Dated 12-20-2023

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  A-1  
Jeff Leikauf  
Sheriff

Dated 12/22/23

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chair  
Board of Supervisors  
"County

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

- - C O N T R A C T O R -

Landowner/Lessor:  
Peter Garibaldi

By: 

Peter Garibaldi  
Landowner

**Peter Garibaldi**

**Exhibit A**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES

**NO**

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

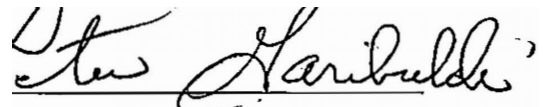
YES

**NO**

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date: 3-15-2024



Signature of authorized individual

\_\_\_\_\_  
Type or write company name



Type or write name of authorized individual