AGREEMENT #218-T1511

GARIBALDI, hereinafter called the "LANDOWNER" and the COUNTY

OF EL DORADO, a political subdivision of the State of

California, hereinafter called "COUNTY":

THIS AGREEMENT, made and entered into between PETER

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WHEREAS, LANDOWNER has real property 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 it's radio equipment in the vault and it's antenna on LANDOWNER'S property, and LANDOWNER is willing to permit the same, subject to the following terms and conditions:

Monthly Rent-\$495.00 per month for a five-year term which includes electricity payable without the LANDOWNER having to submit an annual request for payment:

Total per month = \$495.00Yearly fee = \$5,940.00

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- LEASE. LANDOWNER does hereby lease to COUNTY space 1. for and/or within said vault and does hereby grant to COUNTY permission to maintain radio equipment of COUNTY on said property of LANDOWNER located at: 5101 Omo Ranch Rd., Fairplay, El Dorado County, California (Radio tower owned by Peter Garibaldi).
- 2. FREQUENCIES ALLOWED. COUNTY shall transmit receive on the following frequencies and shall not change or add to these frequencies without prior written consent of LANDOWNER.

Transmit	Receive
159.600 MHz	161.070 MHz
159.690 MHz	161-565 MHz
439.660 MHz	465.1125 MHz
160.695 MHz	465.0875 MHz
	465.2235 MHz
	465.3725 MHz
	146.205 MHz
i	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 except when the services shall be available for use by COUNTY. LANDOWNER makes no guarantee as to the reliability of such services.
- INTERFERENCE. In the event that the operation or maintenance of said equipment shall create any

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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.

- TERM. This agreement shall be effective November 22,
 2014 and shall terminate November 21, 2019.
- 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

LANDOWNER

County of El Dorado 300 Fair Lane Placerville, CA 95667 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.

1	8.	COUNTY ADMINISTRATOR. The COUNTY Administrator of
2		this agreement shall be Frank Yost, Communications
3		Manager or successor.
4	9.	ALL TERMS INCLUDED IN AGREEMENT. This written
5		agreement encompasses all agreed upon terms between
6		parties and may only be amended in writing with the
7		authorized signature of both parties.
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9	:	REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE
10		By: Dated:
11		Frank Yost Communications Manager Sheriff's Office
12		SHOLLIL 3 OLLICE
13		DECUECATIO DEDADAMENTA MAND CONCUEDANCE
14		REQUESTING DEPARTMENT HEAD CONCURRENCE
1,5		By: Dated: John D'Agostini Sheriff
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1	IN WITNESS WHEREOF, the parties have	executed this agreement
2	this day of,	200
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6	LESSEE:	LESSOR;
7	COUNTY OF EL DORADO	PETER GARIBALDI,
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9	BY: Chairman, Board of Supervisors	LANDOWNER
10	Sand of Supervisors	HANDOWNER
11		Date
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13	ATTEST:	
14	James S. Mitrisin, Clerk of The Board of Supervisors	
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