



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 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 and receive on the following frequencies and shall not change or add to these frequencies without prior written consent of LANDOWNER.

<u>Transmit</u>	<u>Receive</u>
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
	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.

4. INTERFERENCE. In the event that the operation or maintenance of said equipment shall create any

1 interference with the operation of LANDOWNER'S  
2 equipment/appliances or the equipment/appliances of  
3 any other person, company or agency authorized by  
4 LANDOWNER to occupy space in said vault, COUNTY  
5 shall, at its own expense, take such steps as may be  
6 necessary to eliminate such interference. LANDOWNER  
7 shall have the right to terminate this agreement and  
8 COUNTY shall remove its equipment within 30 days  
9 there from if such interference cannot be  
10 eliminated.

11 5. TERM. This agreement shall be effective November 22,  
12 2014 and shall terminate November 21, 2019.

13 6. TERMINATION. Either party may terminate the  
14 agreement by giving written notice to the other  
15 party of such termination, effective three (3)  
16 months after the date of such notice. Notices  
17 required by this agreement shall be mailed to the  
18 following addresses for each party.

19 COUNTY

LANDOWNER

20 County of El Dorado  
21 300 Fair Lane  
22 Placerville, CA 95667

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

23 7. ASSIGNMENT OF RIGHTS. COUNTY shall not sublet nor  
24 assign any of its rights granted herein without  
25 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.

8  
9 REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE

10 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
11 Frank Yost  
12 Communications Manager  
13 Sheriff's Office

14 REQUESTING DEPARTMENT HEAD CONCURRENCE

15 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
16 John D'Agostini  
17 Sheriff  
18  
19  
20  
21  
22  
23  
24  
25

1 IN WITNESS WHEREOF, the parties have executed this agreement  
2 this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

LESSEE:  
COUNTY OF EL DORADO

LESSOR;  
PETER GARIBALDI,

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
LANDOWNER

\_\_\_\_\_  
Date

ATTEST:  
James S. Mitrisin, Clerk of  
The Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

tcd