



# RESOLUTION No. 17-436

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ENGLISH MOUNTAIN RANCH, A CALIFORNIA CORPORATION, FOR PUBLIC SAFETY RADIO COMMUNICATION VAULT SPACE AT THE LITTON BUILDING IN THE AMOUNT OF \$4200 FOR FISCAL YEAR 17/18 WITH A TERM OF JULY 1, 2017 TO JUNE 30, 2022 WITH TWO SUCCESSIVE FIVE-YEAR OPTIONS TO EXTEND THE TERM OF THE LEASE

WHEREAS, one of the responsibilities of the Nevada County Sheriff's Office is to provide Regional Dispatch Services for the County; and

WHEREAS, operators at the Regional Dispatch Center communicate with patrol officers via radio; and

WHEREAS, due to the rough terrain in the County radio communication equipment is housed throughout the County to provide optimal radio signal coverage; and

WHEREAS, the Sheriff's Office wishes to enter into a lease agreement for vault space lease at the Litton Building, owned by English Mountain Ranch, a California Corporation, for the same purpose; and

WHEREAS, English Mountain Ranch, a California Corporation, is offering a lease agreement to provide vault space and utilities for a period of five years, for the period July 1, 2017 to June 30, 2022, with the County having two successive five-year options to extend the term of the lease. The first-year rent is \$4,200 payable to English Mountain Ranch, a California Corporation, on a monthly basis in advance in the amount of \$350. The payments will increase on a cumulative basis by a percentage equal to the percentage increase of the Consumer Price Index (the "CPI") published by the State of California, Division of Labor Statistics & Research, Index – San Francisco Bay CPI, Index Type – Urban Wage Earners and Clerical Workers. All increases shall be on the anniversary of this lease with the first increase being effective on July 1, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors do authorize The Chair of the Board to execute a Lease Agreement with English Mountain Ranch, a California Corporation, to provide public safety communications vault space at The Litton Building, in the maximum amount of \$4,200, for the period of July 1, 2017 to June 30, 2018, with additional energy usage costs not expected to exceed \$100 per year. Payments will increase July 1 of each year on a cumulative basis by a percentage equal to the percentage increase of the Consumer Price Index. The first term of the agreement is July 1, 2017 to June 30, 2022.

Funds to be disbursed from account: 0101 20201 152 1000 521800.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 15th day of August, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

8/15/2017 cc: Sheriff\*  
AC\* (Hold)

8/18/2017 cc: Sheriff\*  
AC\* (Release)  
EMR

## LITTON RADIO COMMUNICATIONS SITE LEASE 2017-2022

This agreement made and entered into this 1st day of July, 2017, between English Mountain Ranch, a California corporation, whose address is 200 Litton Drive, Suite 401, Grass Valley, CA. 95945, herein after referred to as "Lessor", Nevada County Sheriff's Office whose address is 950 Maidu Ave, Nevada City, CA, 95959, herein after referred to as "Lessee".

### 1) PARTIES AND PURPOSE

Lessor hereby agrees to provide Lessee with facilities for housing and operation of certain communications equipment, including installation of antennas. Lessee agrees to accept such facilities for such purposes, subject to the considerations, terms and conditions specified in this Lease (Lease). Under this Agreement and for which the monthly rent the Lessee pays to Lessor, Lessor shall provide: a space in a communications vault of no more than 4 square feet and one antenna location on the tower structure. Lessor shall also provide 120-volt electrical power, not to exceed 100 KWH per month at an additional fee amounting to the cost of the actual energy used to operate this site. Lessor will measure this use and invoice the Lessee on a periodic basis.

### 2) LOCATION

The facilities to be furnished to Lessee are: floor space in a previously leased communications vault located on the 5<sup>th</sup> floor of the Litton Building at 200 Litton Drive, Grass Valley, CA 95945. Lessee currently occupies this floor space and the communications equipment was previously installed.

### 3) ACCESS

Lessee and its authorized engineers or employees only, shall have the unrestricted right to enter or leave at all reasonable times provided that such use does not become a nuisance to the Litton building tenants. It is deemed that more than one visit per week on average, excluding emergencies or original installation period, constitutes a nuisance unless additional visits are agreed upon in advance by the parties.

### 4) TERM

The primary term of this Lease shall continue for a term of five (5) years commencing on the date of execution hereof. At the end of the term, Lessee shall have the option to extend this Lease by a series of two (2) additional terms of five (5) years each as long as it has abided by the terms and conditions of the Lease and is not currently in default hereunder. Lessee shall give written notice to Lessor of its intention to extend during the last six (6) months of the primary term. At the end of the primary term, unless it has been renewed as stated above, this Lease shall continue on a month to month basis, and may then be terminated by either party upon providing the other party with at least thirty (30) days written notice of intent to terminate.

### 5) TERMINATION

The parties hereto agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party sixty (60) days prior to the date when such termination shall become effective.

### 6) RENT

For the first term of the lease (five years), the rent shall be the sum of three hundred fifty dollars (\$ 350.00) each month, payable on the first day of each month in advance. For each subsequent year, until the completion of the final year of the lease term, the monthly rent shall be increased on a cumulative basis by a percentage equal to the percentage increase of the Consumer Price Index (the "CPI") published by the State of California, Division of Labor Statistics & Research, Index=San Francisco Bay CPI, Index Type = Urban Wage Earners and Clerical Workers. All increases shall be effective on the anniversary of this lease.

### 7) SUBLEASE

Without the express prior written consent of Lessor, Lessee shall not assign, sublease or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or in any of the improvements that may now or hereafter be constructed or installed on said Premises. Any such assignment, sublease or transfer by Lessee without the operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

### 8) INSURANCE

Lessee at its sole cost and expense shall maintain during the term of this lease public liability and property damage insurance with a single combined liability limit of one million (\$1,000,000) dollars, and property damage limits of not less than three hundred thousand (\$300,000) dollars, insuring against all liability of Lessee and it's authorized representatives arising out of and in connection with Lessee's use or occupancy of the premises.

### 9) NOTICE

Any notices required to be given pursuant to this Lease shall be in writing and shall be delivered or sent by United States Certified Mail, postage pre-paid to the following addresses: Lessor; English Mountain Ranch, 200 Litton Drive, Suite 401, Grass Valley, California, 95945. Lessee; 950 Maidu Ave, Nevada City, CA, 95959. Either party hereto may change his address to which said notice shall be mailed by giving notice of such changes provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent by certified mail).

### 10) GOVERNING LAW

This Lease shall at all times be governed by and enforceable under the laws of the State of California subject to any Federal Regulatory Authorities having jurisdiction over radio usage and frequencies.

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: Alison Barratt Price

COUNTY OF NEVADA  
(LESSEE)

By: Hank Weston 8/15/2017  
Honorable Hank Weston Date  
Chair of the Board of Supervisors

ATTEST:

By: Julie Patterson Hunter  
Julie Patterson Hunter  
Clerk of the Board of Supervisors

ENGLISH MOUNTAIN RANCH  
(LESSOR)

By: Charles Litton 7/24/17  
Charles Litton Date