

G & O Towing Inc

Lease Agreement #8462

THIS LEASE AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Tenant"), and G & O Towing Inc, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 5821 Mother Lode Drive, Placerville, California 95667 (hereinafter referred to as "Landlord");

RECITALS

WHEREAS, Landlord is the owner of that certain real property located in El Dorado County, California, located at 5821 Mother Lode Drive Suite C, Placerville, California 95667 (hereinafter referred to as "Property");

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to receive authorization from the Landlord to lease said Property for the purpose of storing evidence vehicles and other items as needed for the County's District Attorney's Office;

WHEREAS, it is the intent of the parties hereto that such use of Property be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, Tenant and Landlord mutually agree as follows:

- 1. PROPERTY:** Landlord hereby leases to Tenant and authorizes the (exclusive) use of Building C and restrooms in Building X as marked in Exhibit A, marked "Property," incorporated herein and made by reference a part hereof.
- 2. TERM:** The term of this lease hereinafter referred to as "Leased term", shall become effective upon execution and shall cover the period of July 7, 2024 through July 6, 2027, unless sooner terminated as herein provided.
- 3. RENT:** Tenant agrees to pay Landlord the sum of three thousand dollars (\$3,000.00) per month in advance and without demand on or before the first business day of each month. Said rental payment shall be delivered by Tenant to Landlord and rent must be actually received by Landlord, or designated agent, in order to be considered in compliance with the terms of this Lease Agreement. Rent may be delivered to G & O Towing 5821 Mother Lode Drive, Placerville, California 95667. Landlord, in its sole discretion, may construe a failure to remit rent on or before its due date as a breach of terms by Tenant.

The total amount of this Lease Agreement shall not exceed \$108,000, inclusive of all costs, taxes, and expenses.

4. **SECURITY DEPOSIT:** None
5. **INITIAL PAYMENT:** None
6. **USE OF PROPERTY:** Said Property shall be used for office space/storage and Tenant does not permit any "other" use or uses of the property without prior written consent. District Attorney's Office shall have twenty-four (24) hour access to Property. Tenant's use of Property shall be in accordance with all applicable federal, state, and local laws, ordinances, policies, and statutes. Property gate is automatic and is closed from the hours of 7:00 pm to 7:00 am (Pacific). Tenant can access closed gate and restrooms in Landlord's Office with gate code (to be provided to County's Contract Administrator).
7. **PROHIBITED USES:** Tenant shall not commit or permit the commission of any acts on neither said Property nor use or permit the use of said Property in any way that: Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the said Property or its contents; Violates or conflicts with any law, statute, ordinance, governmental rule or regulation, whether now in force or hereinafter enacted, governing said Property; Obstructs or interferes with the rights of other Tenants or occupants of any adjoining property owned by Landlord.
8. **UTILITIES AND SERVICES:** Tenant shall pay promptly as they become due all charges for the furnishing of electricity, water, sewer, garbage service, maintenance, insurance, taxes, and other public utilities to the demised Property during the term of this lease.
9. **PROPERTY TAXES:** Landlord shall be solely responsible for paying the property taxes for said Property.
10. **ALTERATIONS:** Tenant shall make no alterations to the buildings or the demised Property nor construct any buildings or other improvements on the demised Property, without having first obtained the written consent of the Landlord which shall not be unreasonably withheld. Additionally, it is mutually understood and agreed that no alteration or variation of the terms of this Lease Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on either of the parties hereto.
11. **MAINTENANCE AND REPAIRS:** Tenant admits, by entering into possession under this lease that said Property is now in a good clean and safe condition and repair. Tenant shall always during the term of this lease

and any renewal or extension thereof, maintain at Tenant's sole cost and expense, the interior of said Property. Landlord shall maintain all structural portions of the Property including walls, roof, foundation, and Heating, Ventilation, and Air Conditioning (HVAC) systems in a good clean and safe condition. On expiration or sooner termination of this lease, Tenant shall surrender said Property to Landlord in as good condition and repair as they are in on the date of this lease, reasonable wear and tear damage by the elements accepted. Tenant hereby waives any right to make repairs to said Property at the expense of Landlord as provided by any law or statute now or hereafter enacted.

- 12. DESTRUCTION OF PROPERTY:** Should said Property be damaged or destroyed by any cause not the fault of the Tenant, Landlord shall at Landlord's sole cost and expense promptly repair the same and the rent payable under this lease shall be abated for the time and to the extent Tenant is prevented from occupying said Property in their entirety. Should the cost of repairing the damage or destruction exceed fifty percent (50%) of the full replacement cost of said Property, Landlord may in lieu of making the repairs required by this paragraph, terminate this lease by giving Tenant thirty (30) calendar days written notice of such termination.
- 13. NO ASSIGNMENT OR SUBLEASING:** Tenant and Landlord shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in said Property without the express written consent of the other party. Neither shall Tenant sublet said Property or any part thereof or allow any other persons, to occupy nor use said Property or any part thereof without the prior written consent of Landlord. Consent by either party to one assignment, subletting or occupation and use by another person shall not be deemed to be consent to any subsequent assignment, subletting or occupation and use by another person. Any encumbrance, assignment, transfer or subletting without prior written consent of both parties, whether it be voluntary or involuntarily, by operation of law or otherwise, is void and shall, at the option of either party, terminate this lease. The consent of Landlord to any assignment of Tenant's interest in this lease or the subletting by Tenant or other occupancy or use of said Property shall not be unreasonably withheld.
- 14. TERMINATION:** Tenant and/or Landlord reserve the right to terminate this Lease Agreement at any time for any reason by serving a sixty (60) calendar day written notice to the other party. If an event of default occurs, Landlord shall have the right, after a sixty (60) calendar day notice period, to immediately (after expiration of a ten (10) calendar day grace period) terminate this lease, and at any time thereafter recover possession of the Property or any part thereof and expel and remove Tenant and any other person occupying the Property, by any lawful means, and again repossess and enjoy the Property without prejudice to any of the remedies that

Landlord may have under this lease, or at law or equity by reason of the Tenant's default or of such termination.

- 15. INDEMNITY:** Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all losses, damages, claims, suits, liability, costs, including reasonable attorney's fees, for any damage to property or injury to any person occurring in, on, or about the Property or any part thereof, caused by, arising out of, or in connection with the performance under this Lease Agreement by Tenant, its officers and employees, except to the extent such damage or injury is caused in whole or in part by the negligence or willful misconduct of Landlord, its employees, agents, or contractor.

Landlord shall defend, indemnify, and hold Tenant harmless from and against any and all losses, damages, claims, suits, costs, and liability for damages of every name, kind, and description, including reasonable attorney's fees, incurred, brought for, or on account of any damages to property or injuries to or death of any person, or any economic or consequential losses which are claimed to or in any way caused by, arise out of, or are connected with the operations, acts, omissions, or performance under this Lease Agreement by Landlord, its employees, agents, or contractors, except to the extent such damage or injury is caused by the sole or active negligence of Tenant, its officers and employees.

- 16. INSURANCE COVERAGE:** Prior to commencement of this Lease Agreement, Landlord shall furnish to Tenant proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to Tenant's Risk Manager and documentation evidencing that Landlord maintains insurance that meets the following requirements:

- A. Commercial General Liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- B. Workers' Compensation and Employers' Liability Insurance covering all employees of Landlord as required by law in the State of California.
- C. Property insurance on real property covered by this Lease under a standard "all Risk" policy. The policy shall insure for not less than ninety percent (90%) of the replacement value of the property.
- D. The certificate of insurance must include a provision stating that insurer will not cancel insured's coverage without thirty (30) calendar days written notice to Tenant.

Landlord shall maintain the required insurance in effect at all times during the Term of this Lease. In the event said insurance expires at any time during the Term, Landlord agrees to provide at least thirty (30) calendar days prior to said expiration date, a new certificate of insurance evidencing insurance coverage

as provided for herein for not less than the remainder of the Term of the Lease, or for a period not less than one (1) year. New certificates of insurance are subject to the approval of the Tenant. If Landlord fails to maintain in effect at all times the insurance coverage specified herein, Tenant may, in addition to any other remedies it may have, terminate this Lease Agreement.

Tenant shall be included as additional insured, but only insofar as the operations under this Lease Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that Tenant is named additional insured shall be made by providing Tenant's Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Landlord's insurance policy naming Tenant as additional insured.

17. ACT CONSTITUTING BREACHES BY TENANT: Tenant shall be guilty of a material default and breach of this lease should:

- A. Any rent unpaid when due and remain unpaid for seven (7) business days after written notice to pay such rent or surrender possession of said Property has been given to Tenant by Landlord.
- B. Tenant defaults in the performance or breach of any provision, covenant or condition of this lease other than one for the payment of rent, and such default or breach is not cured within seven (7) business days after written notice thereof is given by Landlord to Tenant.
- C. Tenant breaches this lease and abandons said Property before expiration of the term of this lease.
- D. A receiver is appointed to take possession of all or substantially all of a Tenant's property not be discharged within seven (7) business days after his appointment.
- E. Tenant makes a general assignment for the benefit of creditors.
- F. Execution of attachment be levied on all or substantially all of Tenant's property and assets and not be discharged within seven (7) business days.

18. LANDLORD'S REMEDIES FOR TENANT'S DEFAULT: Should Tenant be guilty of a material default and breach of this lease as defined in the above paragraph of this lease, Landlord, in addition to any other remedies given Landlord by law or equity, may:

- A. Continue this lease in effect by not terminating Tenant's right to possession of said Property and thereby be entitled to enforce all Landlord's rights and remedies under this lease as it becomes due under this lease.

B. Terminate Tenant's right to possession of said Property, thereby terminating this lease, and recover from Tenant.

1. The worth at the time of award of the unpaid rent which had been earned at the time of termination of the lease.
2. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided.

19. APPLICABLE LAW, VENUE: This Lease Agreement is to be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of the performance, breach or enforcement of this Lease Agreement shall lie in El Dorado County, California.

20. NOTICE TO PARTIES: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to Tenant shall be in duplicate and addressed as follows:

To Tenant:

With a copy to:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fairlane Court
Placerville, California 95667

Attn.: Vern Pierson
District Attorney

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as Tenant directs.

Notices to Landlord shall be addressed as follows:

G & O Towing Inc
5821 Mother Lode Drive
Placerville, California 95667

Attn.: Gary Cooper Jr., Chief Executive Officer

or to such other location as Landlord directs

21. ATTORNEY'S FEES: Should any litigation be commenced between the parties to this lease concerning said Property, this lease, or the rights or

duties of either in relation thereto, this party, Landlord or Tenant, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in the litigation or in a separate action brought for that purpose.

22. **BINDING ON HEIRS AND SUCCESSORS:** This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assign of the parties, Landlord and Tenant, hereto, but nothing in this paragraph shall be construed as consent by Landlord to any assignment of this lease or any interest therein by Tenant.
23. **WAIVER:** No failure on the part of the parties to exercise any rights under this Lease Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.
24. **COUNTERPARTS:** This Lease Agreement may be executed in counterparts, each of which shall be deemed an original including copies sent to a party by facsimile transmission or in portable document format (pdf), but which together shall constitute one and the same instrument.
25. **SOLE AND ONLY AGREEMENT:** This instrument constitutes the sole and only agreement between Landlord and Tenant respecting said Property or the leasing of said Property to Tenant and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreement or representations respecting said Property or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void. In the event that together the Landlord and Tenant agree to any modification of this lease, such modification will be in writing and signed by both parties.
26. **ESTOPPEL CERTIFICATE:** At any time during the term of this lease, within twenty {20} business days after the service on him of a written request by Landlord, Tenant shall execute acknowledge, and deliver to Landlord a true statement in writing certifying that:
 - A. This lease has not been modified, and is in full force and effect.
 - B. The manner in which this lease has been modified, and that as so modified, this lease is in full force and effect.
 - C. The date to which rent reserved in this lease has been paid.
 - D. Such other matters pertaining to this lease and the demised Property as Landlord may request.
27. **SUBORDINATION OF LEASE:** This lease and the Tenant's leasehold

interest under this lease, are and shall be subject subordinate and inferior to any lien or encumbrances now or hereafter placed on the demised Property by the Landlord, to all advances made under any such lien or encumbrance, to the interest payable on such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

28. **GRAPHICS AND SIGNAGE:** All signs, notices and graphics of every kind or character, visible in or from the exterior or interior of the Property shall be installed at Tenant's sole cost and expense, and shall be subject to Landlord's prior written consent, which consent Landlord shall not unreasonably withhold. Landlord has a designated sign preparer and Tenant will be required to use that sign company.
29. **NO NUISANCE:** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to unreasonably disturb other tenants of the property or create any nuisance on or about the Property.
30. **PARKING:** Tenant and their employees shall park only in designated employee parking areas.
31. **CONTRACT ADMINISTRATOR:** The County Officer or employee with responsibility for administering this Lease Agreement is Vern Pierson, District Attorney, District Attorney's Office, or successor.
32. **ELECTRONIC SIGNATURES:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Lease Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.
33. **ENTIRE AGREEMENT:** This document constitutes the entire Lease Agreement between the parties with respect to the leasing of the property and incorporates or supersedes all prior written oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"Tenant"

-- G & O TOWING INC --

By: 
Gary cooper (May 5, 2024 10:40 PDT)

Dated: 05/05/2024

Gary Richard Cooper Jr.
Chief Executive Officer
"Landlord"

By: 
Chad Wilkinson (May 9, 2024 07:47 PDT)

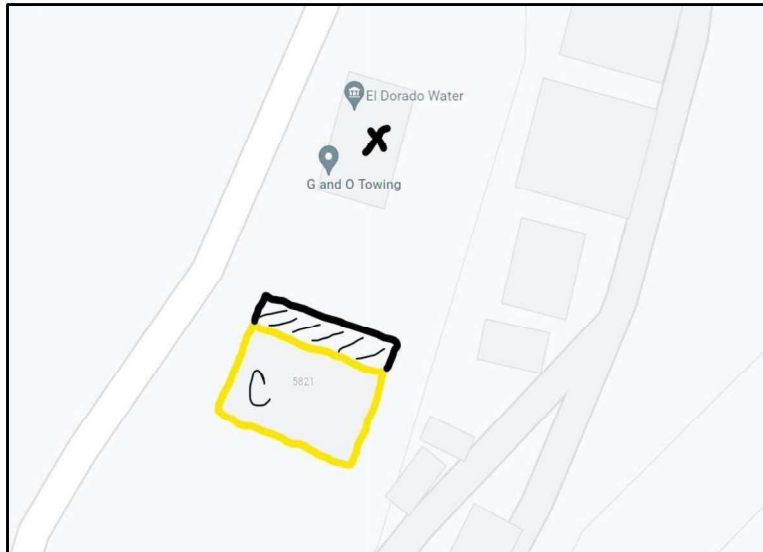
Dated: 05/09/2024

Chad Evan Wilkinson
Director

G & O Towing Inc

Exhibit A

Property



G & O Towing Inc

Exhibit B

California Levine Act Statement

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 Landlord'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.

04/10/2024

Date

G and O Towing Inc.

Type or write name of company


Gary cooper (Apr 10, 2024 11:12 PDT)

Signature of authorized individual

Gary cooper

Type or write name of authorized individual