

AGREEMENT

STATE OF TEXAS

COUNTY OF WEBB

This Lease Agreement is entered into between the City of Laredo (LESSEE), a home rule city and local government of the State of Texas, and Juan Medina (LESSOR) to allow the City of Laredo to continue to operate on the property located at 101 1st Street in Zapata, TX 78076 in Zapata County for the use by the Woman, Infant, and Children's (WIC) Program and other health promotion programs of the City of Laredo Public Health Department.

In consideration of the promises and of the mutual covenants and agreements contained in this agreement, the parties hereby agree as follows:

ARTICLE I RESPONSIBILITIES OF THE CITY OF LAREDO (LESSEE)

1. The City of Laredo is solely responsible for site preparation, parking, and landscaping as may be needed.
2. Provide all necessary general, property and liability insurance with regards to the building, including the contents and the delivery of health services and will be responsible for any property taxes.
3. Provide routine building maintenance including the plumbing and air conditioning systems, and fixtures as well as custodian services and security as needed for the facility: and assure that the premises are in good order at all times.
4. Agree to comply with all laws, rules, orders, and regulations with regards to the leased property.
5. Provide periodic cleanups should littering on the property of the proposed facility becomes a problem.
6. Provide adequate lighting for the site.

ARTICLE II RENT

1. The City of Laredo agrees to pay LESSOR no more than **one thousand, seven hundred dollars (\$1,700.00) per month** during the term of the lease.
2. The monthly rentals, provided for herein shall be due and payable to LESSOR on the first day of the month for which said rentals are due.

ARTICLE III TERM

This agreement shall be for a term of **five (5) years from October 1, 2024 to September 30, 2029** and may be renewed at the end of this term, provided that any such renewal shall be by written amendment to this agreement duly approved by the governing bodies of the City of Laredo and LESSOR.

**ARTICLE IV
LIABILITY**

To the extent permitted by law, the City agrees to hold LESSOR harmless with regards to liability for claims or demands of any nature or damages, whether monetary or otherwise, that may grow out of or arise from the placement of the modular building or as a result of conducting and carrying out the work and programs under this agreement; and does hereby indemnify and hold LESSOR harmless from any and all claims, damages, loss or liability of any kind whatsoever, by reason of injury to the person or property of any person. The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party governed by Article XI, Section 7 of the Texas Constitution. Nothing in this Agreement requires that funds be assessed or collected or that a sinking fund be created.

**ARTICLE V
TERMINATION**

The agreement may be terminated by either party upon receipt of **thirty (30)** days prior written notice or the end of the term of this agreement.

**ARTICLE VI
AMENDMENT**

This agreement may be amended through the mutual consent of both parties in writing to be attached and incorporated onto this agreement.

**ARTICLE VII
NOTICES**

Any notices which are required hereunder or which either Mr. Juan Medina or the City of Laredo may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited by United States Certified mail, postage prepaid, return receipt requested; addressed to LESSOR as follows:

Mr. Juan Medina
P.O. Box 143
Zapata, TX 78076

Or addressed to the City of Laredo as follows:

City of Laredo Public Health Department
2600 Cedar
Laredo, TX 78040

This agreement has been approved by the City Council of the City of Laredo on the
___ day of _____, 202__.

SIGNED, in duplicate originals, on this the _____ day of _____, 202__.

CITY OF LAREDO:

LESSOR:

By: _____
Joseph W. Neeb Date
City Manager

By: _____
Juan Medina Date

RECOMMENDED

Address to where reimbursement will be
sent:

By: _____
Richard A. Chamberlain Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM
Doanh T. Nguyen, City Attorney

By: _____
Amber R. Holmes Date
Assistant City Attorney

Tax ID Number:

ATTESTED

By: _____
Mario I. Maldonado, Jr. Date
City Secretary