

**LICENSE AGREEMENT
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION
AND
THE CITY OF LAREDO, TEXAS**

THIS LICENSE AGREEMENT (“License”), which is entered into under the authority of 8 U.S.C. § 1103(b), is made and entered into by the City of Laredo (“Licensor”), whose interest in the property hereinafter described is that of fee simple owner, and the United States of America, acting by and through U.S. Customs and Border Protection (“CBP”), together with CBP’s agents, representatives, employees, contractors, and sub-contractors (“Licensee”):

WITNESSETH: The parties hereto covenant and agree as follows:

WHEREAS, Licensee seeks to license certain real property, together with a right of access thereto, that is owned by Licensor in Webb County, State of Texas; and

WHEREAS, Licensor is willing to license said property to Licensee; and

WHEREAS, the sole purpose of this license is to allow Licensee’s employees to mount battery-operated cameras on two City of Laredo light poles located on Bridge four; and

WHEREAS, the cameras will allow CBP agents to further monitor illicit activity;

NOW THEREFORE, for and in consideration of mutual covenants and agreements set forth in this License, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **Site.** Licensor is the fee simple owner of the property that is the subject of this License (“Sites”). The Site is commonly known as the international bridge four under the care and control of the City of Laredo. The Site is more specifically highlighted on the map labeled “EXHIBIT A,” which is attached hereto and incorporated herein by reference.
2. **Permitted Use.** Licensee shall have access to the Site to install, test, operate and maintain the cameras placed at the locations specified in Exhibit A. The sole purpose of the License is to install, operate, and maintain cameras at the Site.
3. **Term.** The term of this License shall begin when both parties have executed this document via signatures from respective representatives. This License Agreement shall continue until one or both of the parties decides to terminate the Agreement pursuant to Section five (5) of this Agreement.

4. **Costs.** Licensor acknowledges that this License is being granted without cost or monetary compensation to the Licensor. CBP acknowledges that it is responsible for all costs of the Licensee's use of the Site for the Permitted Use.

5. **Termination.**
 - (a) Licensee may terminate this License for any reason during the term or any extension thereof by giving at least thirty (30) day prior written notice to the Licensor.
 - (b) Licensor may terminate this License for any reason during the term or any extension thereof by giving at least thirty (30) day prior written notice to the Licensee.

6. **Limitation on Use.** The Site may only be used by Licensee for the Permitted Use. In turn, Licensor agrees that it shall not take any action that will interfere with the Licensee's Permitted Use of the Site.

7. **Maintenance and Repairs.** Licensee agrees that it shall be solely responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property it places upon the Site. Licensee also agrees that Licensor shall not be held responsible for any damage to Licensee's equipment placed on Licensor's property.

8. **Access to the Site.** Licensor and Licensee agree that Licensee's right of access to the Site, which is granted by Licensor as part of this License, shall be available at all times, upon coordination with City Administration.

9. **Compliance with Applicable Law.** Licensee shall comply with all Federal, State, and local laws that are applicable to Licensee's exercise of the Permitted Use on the Site, including laws pertaining to environmental protection and remediation.

10. **Restoration.** Upon the expiration or termination of this License, Licensee will remove all equipment, or other property placed upon the Site by the Licensee, and cause the Site to be restored to any earlier condition.

11. **No Assignment or Transfer.** The right of the Licensee to use the Site pursuant to this License is restricted solely to Licensee and shall not be assigned, transferred, sublicensed, encumbered, or subject to any security interest without the written authorization of Licensor. Any attempted assignment will be void and of no effect.

12. **Integrated Agreement.** This License and any exhibits hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this License. No alteration or

variation of this License shall be valid unless made in writing and signed by the parties hereto.

13. **Availability of Appropriations.** In accordance with 31 U.S.C. § 1341, 41 U.S.C. § 6301, and other applicable federal law, Licensee's responsibility under this License and every provision herein contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this License may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
14. **No Waiver of Sovereign Immunity.** Nothing herein shall require Licensee to perform any act or omission that would constitute a violation of law or federal fiscal policy. Licensor further acknowledges that no employee of the United States Government has the authority in law or the ability in fact to waive certain government rights (e.g., rights relating to or involving the sovereign immunity of the United States, or the rights pertaining to personal property). Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
15. **Condition of the Site.** Notwithstanding anything herein to the contrary, Licensee agrees that it is familiar with the condition of the Site and warrants that it has made its own inspection of the Site and agrees that the foregoing is suitable to carry out the Permitted Use.
16. **No Presumption Against Drafting Party.** All parties have had the opportunity to draft, review and edit the language of this License, and therefore no presumption for or against any party arising out of the drafting of all or any part of this License shall be applied in any action relating to, connected with, or involving this License.
17. **Authority.** By his or her execution hereof, each of the persons signing on behalf of the entities party hereto hereby represents and warrants that each is fully authorized to act and execute this License on behalf of their respective party.
18. **Counterparts.** This License may be executed in any number of identical counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
19. **Severability.** Whenever possible, each provision of this License shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this License shall be determined by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this License.

20. **No Effect on Statutory Authority**. Licensor acknowledges and agrees that nothing set forth herein shall be construed as having any effect or placing any limit on any statutory authority Licensee may have to access lands for purposes of patrolling the border and enforcing federal law.

21. **Federal Tort Claims Act**. If the death of or injury to any person, or loss of or damage to any real or personal property of any person, is caused by Licensee, the liability, if any, of Licensee shall be determined in accordance with applicable law, including applicable provisions of the Federal Tort Claims Act (28 U.S.C. § § 2671-2680), as amended. Licensee's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies.

22. **Notices**. All notices, requests, demands and other communications which are required or may be given under this License shall be in writing and shall be deemed served the day sent if personally delivered by courier to the last known address, or when transmitted, if sent by facsimile or email; if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g. Federal Express) then it will be deemed served the next day after sending; and if sent by certified or registered mail, return receipt requested, then it will be deemed served the day received.

If notice is intended for Licensor, then notice shall be addressed to:

Joseph Neeb
City Manger
1110 Houston St.
Laredo, TX 78040

If notice is intended for Licensee, then notice shall be addressed to:

Name: _____
Title: _____
Address: _____

Phone: _____

23. **No Third-Party Rights.** This License does not, and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by a third party against the United States, its agencies, its officers, or employees.
24. **Headings.** Section headings herein are included for the convenience of reference only and shall not constitute part of this License for any other purpose.

[Signatures on Next Page]

Executed on this _____ day of _____, 2026.

CITY OF LAREDO

U.S. CUSTOMS AND BORDER PROTECTION

JOSEPH NEEB
CITY MANAGER

NAME: _____
TITLE: _____

ATTESTED BY:

MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

DOANH "ZONE" NGUYEN
CITY ATTORNEY