

RENEWAL LEASE AGREEMENT

This renewal lease agreement is entered effective April 1, 2024 by and between the City of Laredo, a municipal corporation (hereinafter referred to as "Lessor" or "City"), and Securitas Security Services USA, Inc., a Delaware corporation (hereinafter referred to as "Lessee").

1) Lessor leases to Lessee the following described real property: Situated in Webb County, Texas: approximately 120 square feet of office space and approximately 1,020 square feet of an exclusive lane at International Bridge II (Juarez Lincoln), City of Laredo, Webb County, Texas and more particularly described in Exhibit A attached and incorporated for all purposes.

2) This renewal lease commences April 1, 2024 and ends March 31, 2025, provided, however, that the lease may be terminated by either party on a thirty (30) day written notice to the other party (the "Term" or "term").

3) Lessee shall pay a monthly rental of \$5,400.00 in advance on or before the 1st day of each month during the Term.

4) The leased premises are to be used only for the processing of duty free merchandise to Mexico.

5) Lessee shall not assign or in any manner transfer this lease nor shall Lessee sublease the premises.

6) Any notice required to be given by either party shall be mailed by certified mail, return receipt requested or personally delivered via nationally recognized overnight courier service to the following addresses:

If to Lessor: City Manager
City of Laredo
1110 Houston
P.O. Box 579
Laredo, Texas 78042-0579

If to Lessee: Securitas Security Services USA, Inc.
Attn: Real Estate Operations
9 Campus Drive
Parsippany, N.J. 07054

7) ACCESS: The leased premises will be accessible by Lessee 24 hours per day, seven days per week, without interruption.

8) INSURANCE: Lessee agrees to carry with an admitted insurance company or companies having a Best Insurance Guide rating of not less than A-VIII, and licensed to do business in the State of Texas, and keep in effect during the term of this agreement, the following insurance coverages with general liability and automobile coverages for the benefit of Lessee, but with the Lessor shown as an additional insured, including the obligation of the insurer to defend the Lessor, in any action covered by said insurance provided, however, such additional insured protection shall not cover any loss, damage, claim, liability, cost or expense to the extent arising from the negligent act or omission, or misconduct of Lessor:

A) Commercial General Liability insurance in minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the agreement expires. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Lessee's obligations contained in this agreement. The general aggregate limit must be at least two (2) times the each-occurrence limit.

B) Workers Compensation insurance at statutory limits, including Employers Liability coverage in minimum limits of \$1,000,000 each occurrence or each accident; \$1,000,000 by disease each occurrence; and \$1,000,000 by disease aggregate.

C) Commercial Automobile Liability insurance at a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, including Lessee's owned, non-owned and hired car coverage.

D) The City of Laredo shall be named as an additional insured with respect to general and auto liability policies however, such additional insured protection shall not cover any loss, damage, claim, liability, cost or expense to the extent arising from the negligent act or omission, or misconduct of Lessor. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance, except that with respect to the general and auto liability insurance policies of Tenant, they shall not be deemed primary coverage with regard to any loss, damage, claim, liability cost or expense to the extent arising from the negligent act or omission, or misconduct of Lessor, but instead Lessor's insurance shall be deemed applicable in any such event.. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

E) Lessee may maintain reasonable and customary deductibles, subject to approval by Lessor; however, Lessee shall have the right, at its sole election, to self-insure all or a portion (but not more than \$500,000 of the commercial general liability insurance) of one or more of the risks for which insurance is required to be carried by Lessee hereunder pursuant to a program of Lessee that is administered by a licensed insurance company. All of the provisions of this Section 8 shall otherwise remain applicable. Lessee shall, in accordance with standard self-insurance practices in the industry, maintain reasonably sufficient reserves to cover any losses that would have been covered by the insurance required to be carried by Lessee pursuant to the terms of this Lease, but not for such self-insured retention.

F) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, which shall evidence the insurance coverage required hereunder. Lessee shall furnish the City, no later than thirty (30) days following execution of this agreement, a certificate (s) of insurance as evidence that the required amounts and types of insurance are in force.

G) Such insurance shall, to the extent of Lessee's indemnification obligations hereunder, contain a stipulation that this insurance, as to the interest of the City only, shall not be invalidated by any act or neglect or breach of contract by Lessee.

9) **LESSEE'S INDEMNIFICATION: Lessee covenants and agrees to fully indemnify, defend and hold harmless, Lessor and elected officials, agents, employees, officers, directors, agents and assigns of Lessor, individually, or collectively from and against any and all law suits, claims, causes of actions, including attorney's fees incurred in defense thereof, liability and other damages of any kind included, but not limited to, property damage, personal injury or death, but only to the extent the suit, claim, cause of action, liability, or damage is caused by Lessee's negligence or willful misconduct.**

10) **DAMAGE OR DESTRUCTION:** If the leased premises (or access thereto) are partially or totally damaged by fire or other casualty, either party may, notwithstanding any provision of the lease to the contrary, terminate this lease by giving written notice to the other party to such effect within thirty (30) days after such partial damage or total destruction occurs, and Lessee's liability for rent shall cease from and after the date of such damage. Should the lease not be so terminated, the leased premises shall be restored by Lessor at its sole expense to the condition that pre-existed such damage, and abatement shall be made from the rent corresponding with the time during which, and the extent to which, the Leased Premises cannot be used by Lessee for its intended purposes. Notwithstanding the foregoing, the restoration obligations of Lessor shall apply and neither party shall have a right to terminate this lease if any such damage is insignificant enough so as to not inhibit

Lessee from continuing its business operations in the leased premises in substantially the same manner as was possible prior to such damage occurring.

11) **COUNTERPARTS; ELECTRONIC EXECUTION:** This License may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this License, will constitute a complete and fully executed original. All such fully executed counterparts will collectively constitute a single License agreement. Licensee expressly agrees that if the signature of Licensor and/or Licensee on this License is not an original, but is a digital, mechanical or electronic signature and/or the agreement a reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy), then such digital, mechanical or electronic signature and/or reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.

12) **MISCELLANEOUS:** This lease shall be governed by any and interpreted in accordance with the laws of the State of Texas and venue for any action shall be in Webb County, Texas. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction in Webb County, Texas shall in no way affect the validity of any other provision hereof. This lease may not be amended, altered or otherwise changed except as mutually agreed to and executed by the parties hereto in writing.

IN WITNESS WHEREOF, a duly authorized officer of each of the parties hereto has executed this lease effective as of the date first above written. Lessee covenants that each page hereof has been initialed by Lessee's Manager, Real Estate Operations, or bears her stamped facsimile initials.

SIGNED EFFECTIVE THE _____ DAY OF _____, 2024.

CITY OF LAREDO

BY: _____
Joseph Neeb
City Manager

SECURITAS SECURITY SERVICES USA, INC.

BY: _____
Sean Copello
Lease Transaction Manager

APPROVED AS TO FORM:

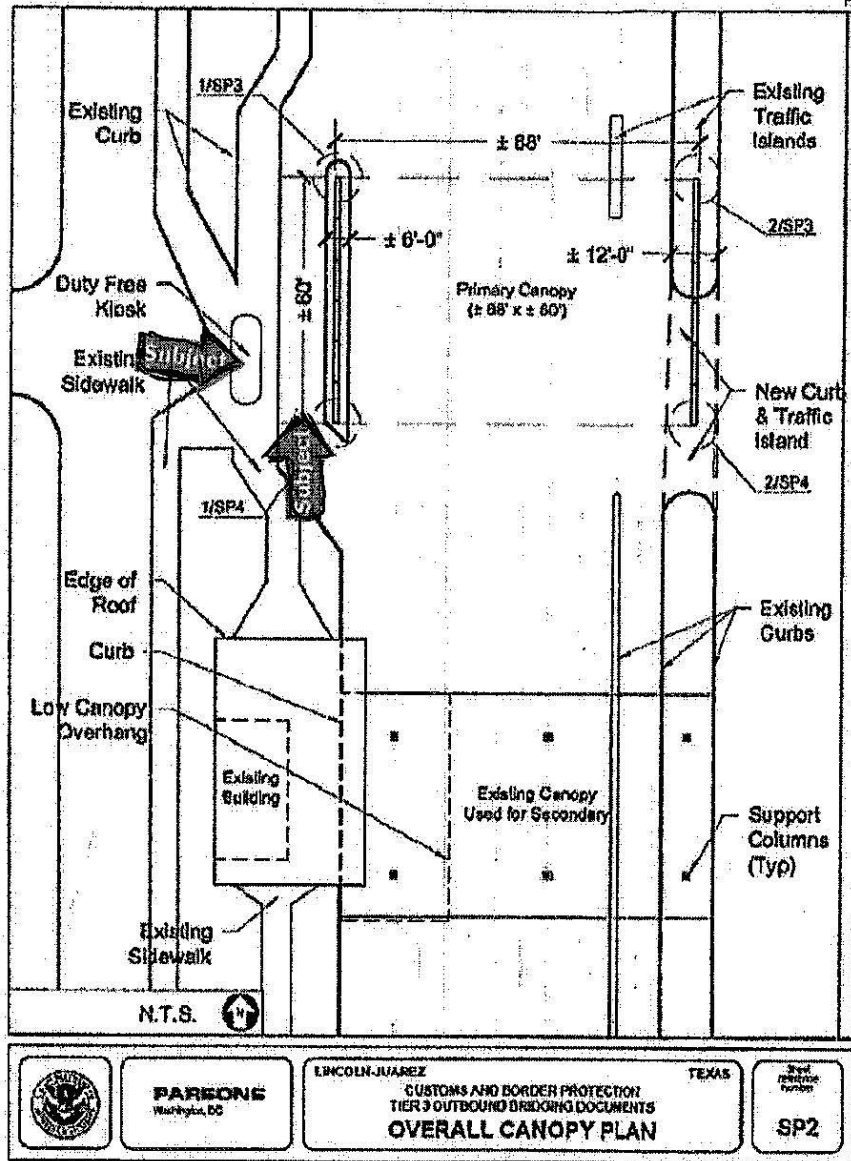
Xavier A. Charles
Assistant City Attorney

ATTEST:

Jose A. Valdez, Jr.
City Secretary

Site

Lincoln-Juarez LPOE
Outbound Tier 3 Concept
12/JAN2011
P2



EXHIBIT

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