

LEASE AGREEMENT
WEBB COUNTY SHOOTING RANGE

Law Enforcement Training Facility

This Lease Agreement ("**Agreement**") is entered into as of the date last signed below (the "**Effective Date**") by and between:

WEBB COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its duly authorized County Judge and Commissioners Court (hereinafter "**Lessor**" or "**County**"); and **LAREDO COLLEGE**, a public community college, by operating by and through the Laredo Junior College District, duly organized and existing under the laws of the State of Texas (hereinafter "**Lessee**" or "**College**").

Lessor and Lessee are each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Webb County, Texas owns a shooting range facility (the "Facility") used for law enforcement training located at **7268 E. Saunders St. (entrance to facility located at 27.541813, -99.414666)**, Webb County, Texas, which is divided into four (4) sections/ranges and each law enforcement agency, Webb County Sheriff's Office, District Attorney, United States Border Patrol, and the City of Laredo Police Department uses a designated section for training; and

WHEREAS, the **Laredo Police Department Range (the third range from Highway 59** as shown in the attached Exhibit A) of the Facility (hereinafter the "Premises") is the designated training area currently shared with the City of Laredo Police Department; and

WHEREAS, Laredo College desires to lease the Premises from the County for the limited purpose of conducting peace officer cadet training through the College's **Laredo College Law Enforcement Academy**, with all use of the Premises to be coordinated through the City of Laredo Police Department; and

WHEREAS, the Commissioners Court of Webb County has determined that entering into this Agreement serves a legitimate public purpose and is authorized under applicable Texas law, including Texas Local Government Code Chapter 272.005;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the nominal consideration paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. PREMISES

1.1 Description of Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the non-exclusive use of the designated section of the Webb County Shooting Range Facility described in the Recitals above ("Premises"). The Parties acknowledge that the Premises are shared with the City of Laredo Police Department and other authorized law enforcement agencies, and Lessor reserves the right to permit concurrent use of the Premises by such agencies.

1.2 Condition of Premises. Lessee acknowledges that it has had the opportunity to inspect the Premises and accepts them in their "as-is" condition. Lessor makes no warranties, express or implied, regarding the condition, fitness, or suitability of the Premises for any particular purpose.

SECTION 2. TERM

2.1 Lease Term. This Agreement shall commence on the Effective Date and shall expire on December 31, 2026 ("Expiration Date"), unless sooner terminated in accordance with this Agreement.

2.2 Expiration; No Automatic Renewal. This Agreement shall expire on the Expiration Date and shall not automatically renew. If Lessee remains in possession of the Premises after the Expiration Date without a new written lease agreement approved by the Webb County Commissioners Court, such holdover shall constitute a tenancy from month to month only, subject to all terms and conditions of this Agreement. Either Party may terminate the holdover tenancy upon thirty (30) days' prior written notice to the other Party. No holdover tenancy shall be construed as a renewal of this Agreement or as a waiver of Lessor's right to require Lessee to vacate the Premises. Any holdover use of the Premises shall remain subject to the coordination requirements of Section 4.2 and the insurance requirements of Section 6.1. Lessor's acceptance of the nominal consideration during a holdover period shall not be deemed consent to any use beyond month-to-month tenancy.

SECTION 3. CONSIDERATION

3.1 Lease Payment. In consideration for use of the Premises, Lessee shall pay to Lessor the sum of ONE AND NO/100 DOLLARS (\$1.00) per year, due and payable in full upon execution of this Agreement. The Parties acknowledge that this nominal consideration is adequate and that a primary public benefit of this Agreement is the advancement of law enforcement training within Webb County.

3.2 No Additional Charges. Except as expressly provided herein, no additional rent, fees, or charges shall be assessed against Lessee under this Agreement.

SECTION 4. PERMITTED USE AND COORDINATION

4.1 Permitted Use. The Premises shall be used solely for law enforcement and peace officer cadet training activities conducted by Laredo College. No other use is permitted without the prior written consent of Lessor.

4.2 Coordination Through City of Laredo Police Department. All scheduling and use of the Premises by Lessee and its cadets shall be coordinated through the City of Laredo Police Department ("CLPD"). Lessee shall comply with all scheduling protocols, safety requirements, range rules, and operational procedures established or communicated by CLPD regarding shared use of the Premises. Any material change to coordination arrangements shall require the prior written consent of Lessor.

4.3 Supervision. Lessee shall ensure that all cadets and personnel using the Premises are at all times under the direct supervision of qualified, certified law enforcement training personnel. Unsupervised access to or use of the Premises by cadets is strictly prohibited.

4.4 Compliance with Laws and Standards. Lessee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use of the Premises.

4.5 No Sublease or Assignment. Lessee shall not sublease, assign, or otherwise transfer any interest or right under this Agreement without the prior written consent of Lessor. Coordination with CLPD as required herein shall not be deemed a sublease or assignment.

SECTION 5. MAINTENANCE AND OPERATIONS

5.1 Lessor's Obligations. Lessor shall maintain the Premises in a reasonably safe and usable condition, including general structural and infrastructure maintenance. Lessor retains sole discretion to close the Premises for maintenance, safety inspections, or repairs upon reasonable prior notice to Lessee.

5.2 Lessee's Obligations. Lessee shall maintain its area of the Premises in a clean, orderly, and safe condition following each use. Lessee shall promptly notify Lessor in writing of any damage to the Premises caused by Lessee, its cadets, agents, or invitees, and shall bear the cost of repairing such damage.

5.3 No Alterations. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Lessor. Any approved improvements shall become the property of Lessor upon installation.

5.4 Ammunition and Range Waste. Lessee shall be responsible for the proper handling and disposal of all spent casings, ammunition, targets, and other materials generated during its use of the Premises in accordance with all applicable laws and regulations.

SECTION 6. INSURANCE

6.1 Required Coverage. Lessee shall maintain, throughout the Term, the following minimum insurance coverages:

(a) Commercial General Liability insurance with limits of not less than \$100,000 per person bodily injury and \$300,000 per occurrence per person bodily injury and \$100,000 property damage per occurrence arising out of Lessee's use of the Premises;

(b) Such other insurance as Lessor may reasonably require upon thirty (30) days' written notice.

6.2 Certificate of Insurance. Lessee shall provide Lessor with certificates of insurance evidencing the coverages required herein, naming Webb County, Texas as an additional insured on the Commercial General Liability policy.

SECTION 7. UTILITIES

On-site utilities, water and electricity, are available.

SECTION 8. TERMINATION

8.1 Termination for Cause. Lessor may terminate this Agreement immediately upon written notice in the event of: (a) a material breach by Lessee that remains uncured for **30** days after written notice specifying the breach; (b) conduct by Lessee's cadets or personnel that creates a safety hazard at the Facility; or (c) Lessee's failure to maintain required insurance coverage.

8.2 Effect of Termination. Upon termination or expiration, Lessee shall immediately cease all use of the Premises and shall remove any of its property from the Premises within ten (10) business days.

SECTION 9. GENERAL PROVISIONS

9.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for any dispute arising under this Agreement shall be in the state courts of Webb County, Texas.

9.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior negotiations and agreements. No modification shall be effective unless in writing and signed by authorized representatives of both Parties.

9.3 Notices. All notices shall be in writing and delivered by hand, overnight courier, or certified mail, return receipt requested, to the addresses below or such other address as a Party may designate in writing:

Lessee: Laredo College

Dr. Minerva "Minita" Ramirez
Office of the President
Laredo College
Elpha Lee West Building
Fort McIntosh Campus
West End Washington Street
Laredo, Texas 78040
(956) 721-5101
(956) 721-5381 Fax
president@laredo.edu

Owner: Webb County

Webb County Judge
1000 Houston St, 3rd Floor
Laredo, Texas 78040
Office: (956) 523-4600

With a copy to:

Laredo Regional Law Enforcement Academy:
Donald R. Hale, MS, INCI
Director
Regional Law Enforcement Academy
Laredo College
5500 South Zapata Highway
Laredo, Texas 78046

Webb County Administrator:
Leroy Medford
Webb County Administrator
1000 Houston St., 2nd Floor
Laredo, Texas 78040

9.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.5 Waiver. Failure by either Party to enforce any provision shall not constitute a waiver of the right to enforce that provision in the future.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.7 Authority. Each Party represents and warrants that it has full legal authority to enter into this Agreement, and that the person executing on its behalf is duly authorized. Lessee acknowledges that this Agreement is subject to approval by the Webb County Commissioners Court.

9.8 Open Meetings Act Compliance. The Parties acknowledge that action by the Webb County Commissioners Court approving this Agreement must comply with the Texas Open Meetings Act, Tex. Gov't Code Chapter 551.

9.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto. Nothing herein shall create or be deemed to create any enforceable rights in any third party, including the City of Laredo or the City of Laredo Police Department.

9.10 Severability. Each paragraph and provision hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

9.11 Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

9.12 Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder, shall operate as a waiver thereof, or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

9.13 Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

9.14 Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of either Party's governmental or sovereign immunity beyond the extent required by applicable

— *SIGNATURE PAGE FOLLOWS* —

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the date last written below.

Webb County

Laredo College

Tano E. Tijerina
Webb County Judge

Dr. Minerva “Minita” Ramirez
President

Date: _____

Date: _____

ATTEST:

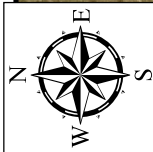
Margie Ramirez Ibarra
Webb County Clerk
Approved as to Form:

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

George Russell “Rusty” Meurer
General Counsel
Kazen, Meurer & Pérez, L.L.P.

*The General Counsel, Civil Legal Division’s office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).



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U.S.District
Attorney

Webb Co.
Sheriff's Office

Laredo P.D.

USBP

Berm