

Rental Agreement

THIS RENTAL AGREEMENT ("Agreement") is made this 1st day of February, 2021, by and between Barker Ground Services, Inc., ("Barker"), with a mailing address at 4207 N. Jarvis Ave. Laredo, Texas, 78401 and Webb County for the benefit of the Webb County Sheriff's Office, ("Department") with offices at 902 Victoria Street, Laredo, TX 78040.

WITNESSETH:

WHEREAS, Barker manages and operates the fixed base operations ("FBO") located on Laredo International Airport, with an Aircraft Hangar ("Hangar 3") and related office area; and

WHEREAS, the Department desires to rent from Barker, sufficient hangar space and related office area for its helicopter operations in support of its patrol duties; and

WHEREAS, Barker desires to provide the requisite space.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I RENTAL

Barker agrees to provide reasonably sufficient *non-exclusive* hangar space within "Hangar 3," for One (1) MD500 Helicopter (app 780 sqft), and equipment

ancillary used to support the Departments first-responder/patrol requirements. In addition to a reasonably sufficient area within Hangar 3, Barker shall provide one (1) office (132 sqft), for *exclusive use* by the Department within Barker's administrative offices to the Department. The Department is responsible for securing its office within the administrative offices of Barker. Barker, however, shall have reasonable access to the office space for any maintenance and repairs. Barker shall have secured but restricted access to the offices in case of a building emergency, if required. Barker shall provide reasonable notice in the event of any scheduled maintenance or repairs.

ARTICLE II RATE AND TERM

- (a) The Rate during the initial term shall be Nine Hundred Dollars (\$900.00) per Month.
- (b) The initial term of the Agreement will be Twelve (12) months, commencing the 1st day of February, 2021.

Thereafter, the Agreement may continue from month to month unless terminated by either party by giving Thirty (30) days prior written notice after the Initial Term.

ARTICLE III ACCESS

- (a) Department shall have 24/7 access to the office and hangar to use Department's Helicopter. Department shall take all necessary steps to

ensure that only authorized persons are operating the hangar door, tug equipment, and/or moving other incumbering aircraft, as the case may be.

(b) Barker will take reasonable steps to ensure that the Department's Helicopter is readily available, preferably placing the Helicopter in an unobstructed manner and/or first-in-line to the main hangar door. Barker, however, cannot guarantee or ensure that the Department's Helicopter will be parked, at all times, first-in-line to the hangar door, or clear of other aircraft.

(c) Department may freely move its Helicopter. Department is primarily responsible for moving its helicopter in and out of the hangar when being used or stored after use.

(d) There will likely be instances where the Department's helicopter may be hindered or blocked by another aircraft. In such an event, and if no other Barker personnel are readily available to move any obstructing aircraft, the Department's authorized personnel may move other aircraft blocking access, provided they undertake such a move in a safe, secure, and professional manner. Department shall be responsible for any damage to other aircraft in the hangar caused by Department's personnel moving Department's helicopter or other hindering aircraft. Barker may move Department's helicopter in and around, including outside on a temporary basis, and as is needed consistent with hangar management. Barker shall be responsible for any damage to Department's helicopter for damage caused

by Barker's personnel. Department shall maintain property damage insurance coverage for its equipment and helicopter and hold Barker harmless in the event of damages incurred due to fire or theft of said property.

ARTICLE IV

UTILITIES

Department shall be permitted to set up its own secure Wi-Fi network and at its own discretion be permitted to add an internet access line.

Water and electricity shall be provided by Barker as part of this agreement at no additional cost.

ARTICLE V

IMMEDIATE NOTICE

Barker and Department shall provide each other with ***immediate notice*** including written notice posted on any damaged aircraft, as well as take any other necessary steps to warn and notify the operating personnel, including the pilot, that any aircraft was damaged while being moved in, out, or about the hangar or tarmac. **It is of utmost importance that an aircraft damaged by movement, rearrangement, or otherwise, is grounded until properly inspected.** For the purposes of this section ***immediate notice*** to the Department shall be made to Sgt. Gerardo Madrazo at **956-744-7434** and notice to Barker shall be made to: Robert Landis **956-236-5088**. The ***immediate notice*** in this section may be changed if a

party to this agreement provides in writing, with this agreement attached thereto, any change in who and how to contact the other party.

ARTICLE VI

GENERAL PROVISIONS

Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

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.

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

Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested,

postage prepaid. The following address shall be sufficient unless a party serves a new address to the other party in writing with this agreement attached to it.

Barker Ground Services, Inc., ("Barker"),
Re: WCSO Helicopter Hanger Contract
4207 N. Jarvis Ave.
Laredo, Texas, 78401

Webb County Sheriff's Office, ("Department")
Re: WCSO Helicopter Hanger Contract
902 Victoria Street,
Laredo, TX 78040.

Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

Confidentiality. Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, unless

otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County.

Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

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; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise 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.

Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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.

Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

Dated this _____ day of _____, 2021.

Webb County Sheriff's Department

By: _____
Its: _____

Barker Ground Services, Inc.

By: _____
Its: _____