

**Parking Lot Lease  
Webb County – U.S. Attorneys Office Southern District of Texas**

**1.0 PURPOSE.** This Parking Space(s) Lease Agreement (the “Lease”) is entered into by and between the Webb County, a political subdivision of the State of Texas (“Lessor” “Contractor”) and the U.S. Attorneys Office Southern District of Texas (“Lessee” or “The Government”) subject to the following terms and conditions

**2.0 BACKGROUND.** The Laredo USAO in the Southern District of Texas relocated offices from downtown Laredo and therefore no longer has adequate parking near the federal courthouse. The Southern District of Texas has received approval to lease 5 spaces for the daily travel to and from the federal courthouse for official business.

**3.0 SCOPE OF WORK.**

Contractor will provide five (5) dedicated parking spaces for our employee usage. Parking will have in and out privileges Monday through Friday, this does not include weekends and holidays.

Cost of the contract is for twelve (12) months (the “initial term” beginning January 1, 2022 through December 31, 2022) with three one year options (Option Year 1: 1/1/2023 - 12/31/2023; Option Year 2: 1/1/2024 - 12/31/2024; Option Year 3: 1/1/2025 - 12/31/2025) for a total contract amount of \$24,000.00. A modification will need to be in place prior to any additional performance.

In the event additional performance of funding is required, Contractor should contact Carlos A. Torres Jr., Contracting Officer at 713-567-9631 or vial email [carlos.torres2@usdoj.gov](mailto:carlos.torres2@usdoj.gov).

**Pricing**

<b>Month</b>	<b>One (1) Space Unit Price</b>	<b>Total Monthly Costs for Five (5) Spaces</b>	<b>Total Contracted Amount (Per Year)</b>
<b>January</b>	\$100.00	\$500.00	<b>\$6,000.00</b>
<b>February</b>	\$100.00	\$500.00	
<b>March</b>	\$100.00	\$500.00	
<b>April</b>	\$100.00	\$500.00	
<b>May</b>	\$100.00	\$500.00	
<b>June</b>	\$100.00	\$500.00	
<b>July</b>	\$100.00	\$500.00	
<b>August</b>	\$100.00	\$500.00	
<b>September</b>	\$100.00	\$500.00	
<b>October</b>	\$100.00	\$500.00	
<b>November</b>	\$100.00	\$500.00	

<b>December</b>	\$100.00	\$500.00	
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1. **Premises.** Lessor leases to Lessee, at the rental and on the terms and conditions hereinafter set forth, five (5) parking spaces at 1200 Washington Street as indicated by signage and located north of the Federal Courthouse, such parking spaces being further described as the parking spaces shown in the attached Exhibit “A”. The Premises shall be used solely for the temporary parking of motor vehicles by the Lessee.
2. **Nature of Agreement.** Lessee understands and acknowledges that the Premises consists exclusively of five UNATTENDED parking spaces, and this agreement constitutes a lease of the referenced parking spaces only. This agreement does not constitute a contract of deposit or bailment, and the parties hereto do not intend to create any contract of deposit or bailment as a result of this agreement.
3. Lessee acknowledges that Lessor has leased other parking spaces to other tenants on the lot, and that all such parking is Leased on a self-parking basis. Lessor agrees to identify the Parking Spaces as being reserved exclusively for Lessee, but Lessee agrees that Lessor shall have no obligation, liability or responsibility to Lessee should the Parking Spaces be occupied at any time or times by persons not so authorized or directed by Lessor.
4. **Term.** The term of this Lease shall commence on the 1<sup>st</sup> day of February 2022, and this Lease shall remain in effect until January 31, 2023 (the Initial Term). The first option year will commence on the 1<sup>st</sup> day of February 2023 until January 31, 2024. The second option year will commence on the 1<sup>st</sup> day of February 2024 until January 31, 2025. The third and final option year will commence on the 1<sup>st</sup> day of February 2025 until January 31, 2026.
5. **Option to extend.** So long as Lessee has fully performed all the obligations on its part to be performed, Lessor hereby grants to Lessee an option to extend this lease for an additional three one year terms on the same terms and conditions as are contained herein at the end of the initial year. Lessee shall exercise such option by delivering written notice to Lessor at least thirty (30) days prior to the end of the initial term or each option term. TIME IS OF THE ESSENCE IN REGARD TO THE DELIVERY OF THE NOTICE. In the event Tenant fails to deliver written notice as herein provided, the options granted herein shall expire and be of no further force or effect.
6. **Rent.** Lessee shall pay to Lessor rent in the amount of One Hundred Dollars (\$100.00) per parking space per month (i.e. the collective amount of \$500.00 per month) in arrears upon receipt of an invoice. All rent shall be paid via EFT using banking information provided at time of registration to SAM.gov with attention to the Lessor at Webb County Treasurer, Parking Lease, 1110 Washington St. Suite 202, Laredo, Texas 78040. SAM.gov must be updated annually to ensure there are no delays in payments. Payments received after 30 business days of receipt of an invoice shall be considered late and (i) All amounts that become payable by Government to the Contractor under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as

provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

7. **Receipts by Lessor.** Upon request, Lessor agrees to provide a receipt to Lessee for each payment received. Such receipt shall show the amount paid and number of leased parking spaces.
8. **Late or Non-Payment.** In the event of any non-payment or of any late payment, Lessor has the right to remove or disable automobiles at the sole risk of Lessee. Lessee shall pay the related cost of any towing and or impounding. At its option, Lessor shall also have the right to re-lease the Premises without notice in the event of any non-payment or of any late payment.
9. **Liability.** This Agreement is one of licensing property and is not a bailment. Lessee shall assume full responsibility for its vehicles and for those of its employees, agents, and invitees, and for the contents of the vehicles. Tenant, as a material part of the consideration to be rendered to Lessor under this Lease, to the extent permitted by law, waives all claims against Lessor, its agents, servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the Parking Spaces and Tenant shall defend, and hold Lessor, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person, or to the property, goods, wares and merchandise of any person, arising from the use of the Parking Spaces by Tenant, its agents, servants, employees, contractors, invitees or Lessee.
10. All property belonging to Lessee or to any user of the Parking Spaces Leased under this agreement shall be there at the risk of Lessee or such other person only. Lessor, its agents, or employees shall not be liable for injury to persons, or for damage to, theft of, or misappropriation of the property by any means. Tenant shall give prompt notice to Lessor in case of injury, damage, theft, or misappropriation. In case any action or proceeding is brought against Lessor by reason of any obligation to be performed by Tenant under the terms of this Lease or arising from any act or negligence of the Tenant, or of its agents or employees, Tenant on notice from Lessor shall defend the same at Tenant's expense by counsel reasonably satisfactory to Lessor.
11. **Items left in vehicle.** Lessor shall not be responsible for any loss, damage, or theft to any property left in any vehicle while in, or being driven to and from, the Premises or the adjacent areas.
12. **Damage to Vehicle.** Lessor shall not be responsible for the loss, damage, or theft of any vehicle in, or being driven to and from, the Premises or the adjacent areas.
13. **Assignment and Sublet.** The premises shall only be used by employees of the U.S. Attorney's Office or its contractors.
14. **Alterations.** Lessee shall not make any alterations, additions, or improvements to the Premises without obtaining written consent from Lessor, which consent may be withheld

at the Lessor's sole discretion.

15. **Access to Premises.** Lessor and its duly authorized representatives shall have the right at all times, with or without notice, to enter the Premises and every part thereof for the purposes of inspecting, examining, or performing maintenance upon the same.
16. **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.
17. **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
18. **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.

Lessor:  
Webb County Treasurer  
Attn: Parking Lease  
1110 Washington St. Suite 202  
Laredo, Texas 78040

Lessee:  
U.S. Attorney's Office-SDTX  
Attn: Acquisition Section  
1000 Louisiana Street, Ste. 2300  
Houston, Texas 77002

19. **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.
20. **Amendment.** No changes to this Agreement shall be made except upon written agreement of both parties.
21. **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.
22. **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.
23. **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.

24. **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.

**Invoicing**

All invoices shall be sent at the end of the month for the current service period. The government cannot pay for services in advance.

Send invoices referencing the contract number to [Procurement.USATXS@usdoj.gov](mailto:Procurement.USATXS@usdoj.gov)

**4.0 PERIOD OF PERFORMANCE.**

Base Year: February 1, 2022 – January 31, 2023  
Option Year 1: February 1, 2023 – January 31, 2024  
Option Year 2: February 1, 2024 – January 31, 2025  
Option Year 3: February 1, 2025 – January 31, 2026

**5.0 POINTS OF CONTACTS.**

**Branch Office Manager:**

Mary Garcia, [Mary.Garcia2@usdoj.gov](mailto:Mary.Garcia2@usdoj.gov), Office: 956-630-3173

**Contracting Officer:**

Carlos A. Torres Jr., [carlos.torres2@usdoj.gov](mailto:carlos.torres2@usdoj.gov), Office: 713-567-9631

Standard Form 1449 attached hereto is incorporated herein for all intents and purposes.

Lessor:  
Webb County

Lessee:  
U.S. Attorneys Office  
Southern District of Texas

\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Authorized Government Representative

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

Approved as to Form:

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**Nathan R. Bratton**  
**Civil Legal Division\***

\*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).