

FILED 2/26/2024 12:46 P.M.  
MARGIE RAMIREZ IBARRA  
COUNTY CLERK, WEBB COUNTY, TEXAS  
BY: [Signature] DEPUTY

Amendment 1  
To  
Lease Agreement – 4420 Old Santa Maria Road  
City of Laredo – Webb County

The original lease, dated January 9, 2006, and attached hereto as Exhibit A, by and between the **City of Laredo, a Home Rule City**, (hereinafter called “Lessor”) and **WEBB COUNTY**, a political subdivision of the State of Texas (hereinafter called “Lessee”) is hereby amended as set forth below:

**Paragraph 1:**

~~[2. **OPERATING HOURS:** Lessee's operating hours are established as being from Monday to Friday, inclusive, from 8.00 a.m. to 5.00 p.m. In addition, Lessee shall have a minimum of 5 special use days per year [that is, on a day which is a Saturday or a Sunday] upon written approval of the Director of Parks. The leased premises shall be reserved for use by the Lessor at all other days and times.]~~

**2. OPERATING HOURS:**

*Lessee may set the hours of operation as it deems, in its sole discretion, best services the community; however Lessee will generally utilize the lease premises Monday to Friday from 8:00 a.m. to 8:00 p.m., and as may be needed on Saturdays from 8:00 a.m. to 6:00 p.m. and Sunday from 8:00 a.m. to 6:00 p.m.*

~~[4. **PURPOSES:** Said premises should be used by the Lessee to provide such services as the Elderly Nutrition Program and any other social service that will benefit low and moderate income people. Any use other than stated must be first be approved by Lessor.]~~

**4. PURPOSES:**

Said premises should be used primarily as a Community Center, but may also be used to provide any other services that will benefit the community. Any use other than those stated must be first be approve by Lessor.

~~[11. **NOTICES:** Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested,~~

If addressed to Lessee:  
Honorable Louis H. Bruni,  
Webb County Judge  
1000 W. Houston St.  
Laredo, Texas 78040

If addressed to Lessor:  
Larry Devalina  
City Manager  
City Hall  
1110 Houston

Laredo, Texas 78040.]

**11. NOTICES:**

Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested.

**If to Lessee:**

Honorable Webb County Judge with a copy to: Honorable Webb County Commissioner Precinct 4  
1000 Houston St. 1000 Houston Street  
Laredo, Texas 78040 Laredo, Texas 78040

**If to Lessor:**

City Manager  
City of Laredo  
City Hall  
1110 Houston St.  
Laredo, Texas 78040

**Paragraph 2:** The parties agree that the foregoing amendment (with the bracketed strikethrough language no longer being in effect and the underscored italicized language being effective) shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract which are hereby ratified by the parties and remain in full force and effect, with the exception of the parts or provisions of the lease which have been modified by this amendment or prior amendments.

This Amendment becomes effective when signed by the last party whose signing makes the Amendment fully executed.

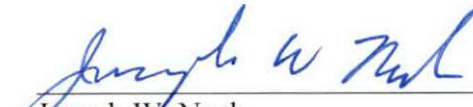
**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 1 on the dates set forth below.

*[Remainder of page intentional left blank]*

WEBB COUNTY

CITY OF LAREDO


  
Tano E. Tijerina  
Webb County Judge

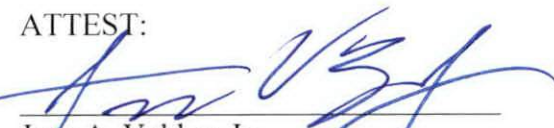
  
Joseph W. Neeb  
City Manager

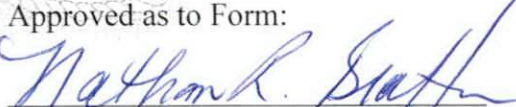
Date: 02/26/2024


Date: 02/20/2024



ATTEST:  
  
Margie Ramirez Ibarra  
Webb County Clerk

ATTEST:  
  
Jose A. Valdez, Jr.  
City Secretary

Approved as to Form:  
  
Nathan R. Bratton  
General Counsel  
Civil Legal Division\*

  
Doanh "Zone" T. Nguyen  
City Attorney

\*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).



**LEASE**

This lease, made this 9th day of January 2006, by and between the City of Laredo, a Municipal Corporation, hereinafter called "Lessor" and Webb County, for its Community Action Agency, a division of Webb County, Texas, hereinafter called "Lessee", witnesseth.

That Lessor, for and in consideration of the rent and other obligations hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, has demised, leased and let unto the said Lessee, the building of 2,960 square feet known as Lilia Perez Community Center, located at 4420 Old Santa Maria Road, in the City of Laredo, Webb County, State of Texas, for an Elderly Nutrition Program and other social services that will benefit low and moderate income. A diagram of the leased premises is shown on Exhibit A attached to this lease.

To have and to hold unto said Lessee on the following terms and conditions:

1. **TERM:** Lessee agrees to joint use of the facilities between Lessee and Lessor for the term of (1) one year beginning on the date of signing of this Agreement; or at the later date, if signed on different dates by the two parties, during the hours set forth in paragraph 2, infra. Thereafter, the lessee may hold the leased premises from month-to-month, until such time as either Lessor or Lessee terminates the Lease by giving the other party sixty (60) days written notice of termination.

2. **OPERATING HOURS:** Lessee's operating hours are established as being from Monday to Friday, inclusive, from 8.00 a.m. to 5.00 p.m. In addition, Lessee shall have a minimum of 5 special use days per year [that is, on a day which is a Saturday or a Sunday] upon written approval of the Director of Parks. The leased premises shall be reserved for use by the Lessor at all other days and times.

3. **RENTAL:** Lessee covenants and agrees to pay to Lessor as rent for the said premises the sum of (\$1.00) per year and shall be responsible for all utility costs including telephone electricity, water and the monthly charge of an alarm monitoring service, if applicable, upon execution of this lease agreement. Lessee shall be responsible for providing "non-fixed"

furnishings at the facility to properly maintain planned programming and office administration. Lessee further agrees to maintain the leased premises in a clean and attractive manner.

4. **PURPOSES:** Said premises should be used by the Lessee to provide such services as the Elderly Nutrition Program and any other social service that will benefit low and moderate income people. Any use other than stated must first be approved by Lessor.

5. **IMPROVEMENTS:** Lessee shall not make any capital improvements to the leased premises, without the written permission of the City Manager and his approval must be obtained therefore to any changes, alterations or improvements as may be necessary to fit or adapt the leased premises to the purposes for which Lessee is leasing the premises. Any such permitted improvements shall be solely at the expense of the Lessee, and all permanent buildings, fixtures and improvements of every kind and nature whatever installed by the Lessee shall remain the property of Lessor, on the termination of this lease. Any improvements not permanent in nature made by Lessee can be removed in such a manner as not to injure or damage the demised premises; and provided further, that should Lessee fail to remove said buildings, fixtures, and improvements after date of termination of the lease, Lessee further agrees that should Lessor remove said buildings, fixtures and improvements as above provided that Lessee will pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposition thereof.

6. **RESERVATIONS BY LESSOR:** The Lessor reserves the right to require and make modifications to the leased premises for the benefit of the public as Lessor determines and for such purpose the Lessor shall have the right of ingress to and egress from the leased premises to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further reserves the right to construct additional utility either by itself or by its licensees or franchisees in and through the leased premises, but such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licensees or franchisees will be done with an effort to minimize any damage to or interference with any improvements which hereinafter may be installed on the leased premises by the Lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee for any damage to the leased premises or for any interference with its use by Lessee, arising out of any maintenance, construction or installation of utility lines on the leased premises whether by Lessor or its licensees or franchisees.

7. **TERMINATION** Either party may terminate this lease at any time after giving sixty (60) days written notice to the other in accordance with notice provisions set forth in Paragraph 11.

8. **REPAIRS- MAINTENANCE:** Lessee represents that Lessee has inspected and examined the leased premises and accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby leased; Lessee will share bathroom facility with other tenants and agrees to clean and maintain the men's bathroom while the Lessor will clean and maintain the women's bathroom; Lessee agrees to make any and all improvements and repairs at Lessee's sole cost and expense, and agrees to keep said premises safe, clean and in good order and condition at all times during

the term hereof; Lessee agrees to maintain adjacent landscaping of leased building including parking area utilized by Lessee; and upon termination of this lease, Lessee further agrees to leave said premises free from all nuisance and dangerous and defective conditions. Lessee represents that Lessee has inspected and examined the leased premises and accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby leased. Lessee further agrees to make any and all improvements and repairs, if permitted under the provision of paragraph 5, above, at Lessee's sole cost and expense. Lessee further agrees to keep the leased premises safe and in good order and condition at all times during the term hereof, and to maintain all external areas clean, attractive and free of debris and any landscape well watered and mowed, and upon termination of this lease, the Lessee will quit and surrender possession of said premises quietly and peacefully, lessee further agrees to lease said premises free from all nuisance and dangerous and defective conditions.

9. **NO ASSIGNMENT:** Lessee shall not sublet, or assign its interest in this lease

10. **LIABILITY:** Lessee agrees to deliver to Lessor upon execution of this lease an executed copy of a continuing public liability and property insurance policy satisfactory to lessor, naming Lessor as an additional insured against any and all claims, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to any one person, and Five Hundred Thousand Dollars (\$500,000.00) for damages for each single occurrence for injury to property, and shall keep the same in force during the term of this lease.

11. **NOTICES:** Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested,

**If addressed to Lessee:**  
Honorable Louis H. Bruni,  
Webb County Judge  
1000 W. Houston St.  
Laredo, Texas 78040

**If addressed to Lessor:**  
Larry Dovalina  
City Manager  
City Hall  
1110 Houston  
Laredo, Texas 78040.

12. **COMPLIANCE WITH LAWS:** Lessor and Lessee agree to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof.

13. **LESSOR MAY ENTER:** Lessee agrees that Lessor, its agents or employees may enter upon said premises at any time during the life of this lease for the purpose of inspection and for the purposes stated in Paragraph 6, above, with the understanding that said work will be performed in such a manner as to cause a minimum interference with the use of the property by the Lessee.

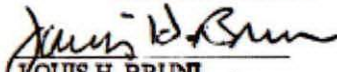
14. **MECHANIC'S LIENS:** Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that Lessor is not responsible for any work, labor or materials used or expended, or to be used or expended on the leased property.

15. This lease was approved by the City Council by Ordinance No. <sup>2005-0-114</sup> A dated December 12, 2005, and by the Webb County Commissioners on January 9, 2006.

SIGNED, in duplicate originals, on this 9th day of January, 2006, by Larry Dovalina, City Manager, and on the 9th day of January, 2006, by Louis H. Bruni, County Judge.

LESSEE: WEBB COUNTY COMMUNITY ACTION AGENCY

LESSOR: CITY OF LAREDO


  
LOUIS H. BRUNI  
Webb County Judge

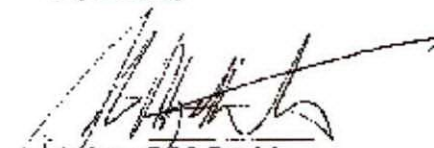
  
LARRY DOVALINA  
City Manager

ATTEST:  
  
Margie Ibarra,  
Webb County Clerk

  
Gustavo Gusvara, Jr.,  
City Secretary

APPROVED AS TO FORM:

  
Homero Ramirez  
Webb County Attorney\*

  
Anthony C. McGeltrick  
Assistant City Attorney

\*By law, the County Attorney's Office may only advise or approve contracts on legal documents on behalf of its clients. 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 attorneys.

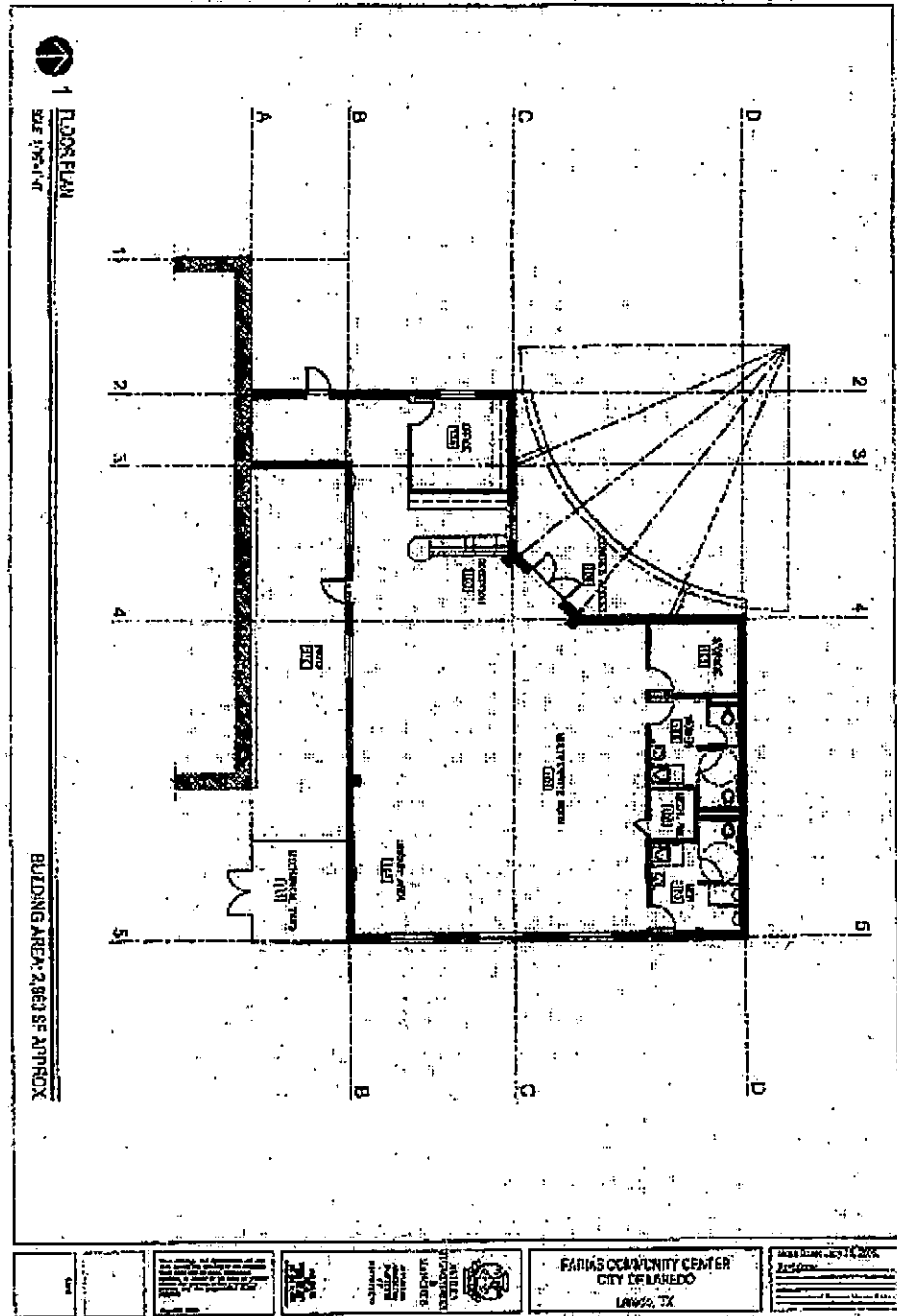


Exhibit A  
 Amendment 1  
 Lease Agreement 4420 Santa Maria  
 City of Laredo – Webb County  
 Page 5 of 5