

**LEASE AGREEMENT BETWEEN THE
CITY OF BROWNSVILLE, TEXAS AND BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT**

Date: September 26, 2024

Landlord: City of Brownsville, a Home Rule Municipality of the State of Texas

Landlord's Address: City of Brownsville
1001 E. Elizabeth Street, Brownsville, Texas 78520
Attn: Helen Ramirez, City Manager

Tenant: Brownsville Independent School District, an Independent School District of the State of Texas

Tenant's Address: 1900 East Price Road
Brownsville, Texas 78521

Guarantors: N/A

Guarantors' Addresses: N/A

Premises:

Approximate square feet: 97,000 square feet of building space.

Street address/suite: 1800 Cummings Place and 1905 E. 6th Street

City, state, zip: Brownsville, Cameron County, Texas 78520

Term: Three (3) years (Initial Term) with the option to renew in one (1) year increments until the School District completes its new CTE facility and vacates the premises.

Commencement Date: October 11, 2024

Rent: \$1 per year based on a public purpose. All rental payments shall be payable to the Landlord at the location of notice set forth above. The rental payment shall be made to the Landlord on the first day of the Initial Term and each year thereafter or can be paid by the Lessee all at once at the beginning of the Initial Term.

Security Deposit: N/A

Permitted Use: Brownsville ISD operations

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

A. Definitions

A.1. "Agent" means agents, employees, and, to the extent under the control of the principal, invitees.

A.2. "Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

A.3. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.4. "Lienholder" means the holder of a deed of trust encumbering the Premises.

A.5. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to—

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises.

B.1.d. Pay yearly, in advance, without demand, on the first day of the year, the Base Rent to Landlord at Landlord's Address.

B.1.e. Allow the Landlord to enter the Premises to perform the Landlord's obligations, inspect the Premises, and show the Premises to the Landlord's consultants, contractors, or representatives. However, such inspection shall not interfere with the Tenant's use of the Premises. Landlord's consultants, contractors, or representatives must have been background checked by the Landlord or the principals for each consultant or contractor. Moreover, Landlord shall give Tenant notice at least 24 hours before the scheduled inspection.

B.1.f. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.g. Vacate the Premises on the last day of the Term.

B.1.h. Allow the Landlord to phase construction over the parking lots, fields, and buildings not occupied by the Tenant, near Ringgold Street in order to begin construction on the Gladys Porter Zoo expansion in accordance with section D.24.

B.1.i. To the Maximum Extent Permitted by Law, INDEMNIFY, DEFEND, AND HOLD LANDLORD, LIENHOLDER, AND THEIR RESPECTIVE AGENTS, SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING, EITHER BEFORE OR AFTER THE END OF THE TERM, IN ANY PORTION OF THE PREMISES IF CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF TENANT, ITS AGENTS, SUCCESSORS, AND ASSIGNS, OR THOSE ACTING ON TENANT'S BEHALF, INCLUDING IN WHOLE OR IN PART BY THEIR NEGLIGENT ACTS OR OMISSIONS. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED, IN WHOLE OR IN PART, BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS, SUCCESSORS, AND ASSIGNS.

B.2. Tenant agrees not to—

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Permit any waste.

B.2.d. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

B.2.e. Change the Premises' lock system.

B.2.f. Alter the Premises.

B.2.g. Allow a lien to be placed on the Premises.

B.2.h. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

C.1. Landlord agrees to—

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Premises.

C.1.c. Provide the Essential Services.

C.1.d. Repair and maintain the (i) roof, (ii) foundation, and (iii) structural soundness of the exterior walls, including windows and doors to substantially the condition existing immediately before such damage or destruction, to the extent commercially reasonable, and as permitted by Landlord's governing body making the necessary appropriations to fund the same.

C.1.e. Reasonably maintain the grounds adjacent to the Premises and the walkways, driveways, and parking areas to substantially the condition existing immediately before such damage or destruction, to the extent commercially reasonable, and as permitted by Landlord's governing body making the necessary appropriations to fund the same.

C.1.f. Provide City-owned utilities such as electricity, water, and sewer at no cost to the Tenant. Landlord will not be liable for any interruption, surge, or failure of any utility or for the malfunction of machinery or appliances serving the Premises for any reason or for any damage directly or indirectly caused by interruption, surge, or failure.

C.2. Landlord agrees not to—

C.2.a. Interfere with Tenant's possession of the Premises.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

C.2.c. With the exception of construction on Phase 1 Gladys Porter Zoo Expansion, not allow any disruption to interfere with the Tenant's Permitted Use or cause any disruption in the Tenant's student curriculum or enrollment for the Premises.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by the Tenant after the Commencement Date of this Lease will become the property of the Landlord unless the addition or improvement was made as part of the CTE program. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. Notwithstanding the foregoing, Landlord herein agrees that no property or equipment, owned or installed by Tenant, or any representative of Tenant, shall, under any circumstances, become a fixture and that Tenant shall reserve the right to remove any and all such property or equipment at any time during the term of this Lease, or subsequent to its termination by either party. Landlord further agrees that Landlord will, at no time, hold or retain any property owned or installed by Tenant for any reason whatsoever.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.3. Insurance. Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

D.4. Release of Claims/Subrogation. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT RELEASE EACH OTHER, LIENHOLDER, AND THEIR RESPECTIVE AGENTS, SUCCESSORS, AND ASSIGNS FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS, SUCCESSORS, AND ASSIGNS.**

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises are damaged by casualty, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property.

D.5.b. If the Landlord cannot complete the portion of the restoration for which the Landlord is responsible within ninety (90) days, the Landlord will notify the Tenant in writing of the estimated time to restore and give the Tenant an option to do its own repairs and landlord will reimburse Tenant for the cost of the repairs.

D.6. Condemnation/Substantial or Partial Taking. Intentionally omitted.

D.7. Intentionally omitted.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this Lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.9. Default by Landlord/Tenant's Remedies. The Tenant's remedies for the Landlord's default are to sue for specific performance and, if the Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, and (b) failing to comply within ten days after written notice with any provision of this lease.

D.11. Default by Tenant/Landlord's Remedies. The Landlord's remedies for the Tenant's default are to sue for specific performance.

D.12. Default Waiver. All waivers must be in writing and signed by the waiving party. The Landlord's failure to enforce any provisions of this lease or its acceptance of late installments of Rent will not be a waiver and will not estop the Landlord from enforcing that provision or any other provision of this lease in the future.

D.13. Mitigation. Intentionally Omitted.

D.13. Landlord's Recovery of Rent and/or Damages for Tenant's Default

D.13.a. Intentionally Omitted.

D.13.b. Intentionally Omitted.

D.14. Security Deposit. Intentionally Omitted.

D.15. Holdover. If the Tenant does not vacate the Premises following termination of this lease, the Tenant will become a tenant at will and must vacate the Premises on receipt of notice from the Landlord. No holding over by the Tenant, whether with or without the consent of Landlord, will extend the Term.

D.16. Alternative Dispute Resolution. The Landlord and the Tenant agree to mediate in good faith before filing a suit for damages.

D.17. Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.18. Venue. Venue shall be in Cameron County.

D.19. Entire Agreement. This Lease and its exhibits constitute the entire agreement of the parties concerning the lease of the Premises by the Landlord to the Tenant. **THE LANDLORD HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE COMMERCIAL SUITABILITY, PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, OR OPERATION OF THE PREMISES OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES AND THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE. AS AN INDUCEMENT TO THE LANDLORD TO ENTER INTO THIS LEASE, THE TENANT EXPRESSLY ACKNOWLEDGES AND WARRANTS THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE, AND THE TENANT IS NOT RELYING ON ANY REPRESENTATIONS NOT CONTAINED IN THIS LEASE AND ANY EXHIBITS.**

D.20. Amendment of Lease. This lease may be amended only by an instrument in writing signed by the Landlord and the Tenant.

D.21. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.22. Notices. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.23. Abandoned Property. The Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D.24. Construction of Zoo Expansion. Tenant acknowledges that Landlord may start construction on portions of the property located at 1800 Cummings Place and 1905 E. 6th Street, Brownsville, Cameron County, Texas 78520, that are not occupied by Tenant. Tenant further acknowledges that such construction may result in levels of noise, dust, etc. which are in excess of that presently found at the time Tenant took possession of the Premises. To the maximum extent permitted by law, Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction. However, the Landlord shall use commercially reasonable efforts to complete any construction of the Gladys Porter Zoo expansion ("Project") in a manner that does not materially and adversely affect the Tenant's use of or access to the Premises. Notwithstanding the foregoing, Tenant hereby agrees that such Project shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent or payment of damages. Except as otherwise provided in this Lease, the Landlord shall have no responsibility and shall not be liable to the Tenant for any injury to or interference with the Tenant's Permitted Use arising from the Project, nor shall Tenant be entitled to any compensation or damages from Landlord for any inconvenience or annoyance occasioned by such Project, provided that the foregoing shall not, to the maximum extent permitted by law, limit Landlord's liability, if any, pursuant to applicable law for personal injury and property damage to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. To the extent possible, the City will make commercially reasonable efforts to ensure construction is done in the Summer months or any other time when school is not in session (i.e. Thanksgiving break, Christmas break, Spring Break, etc.) If construction cannot be scheduled during a time when school is not in session, the Landlord and Tenant agree to work together to establish a Construction Safety Protocol Plan to mitigate the disruption caused by the construction.

D.25. Index of Exhibits.

Exhibit "A" Area Map and Leased Premises

Exhibit "B" Insurance Addendum
Exhibit "C" BISD Personal Property

LANDLORD: CITY OF BROWNSVILLE, TEXAS

Signature: [Handwritten Signature]

By Name/Title: Helen Ramirez, City Manager

Date: October 1, 2024

ATTEST/WITNESS:

Signature: [Handwritten Signature]

By Name/Title: Marina Zolezzi, Interim City Secretary

Date: October 1, 2024



Approved as to legality and form
this 1st day of October, 2024
Name: Guillermo Treviño Guillen
Title: City Attorney
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291



TENANT: BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

Signature: [Handwritten Signature]

By Name/Title: Dr. Jesus H. Chavez, Superintendent

Date: 9/30/2024

ATTEST/WITNESS:

Signature: [Handwritten Signature]

By Name/Title: Patricia E. Perez, Exec Asst.

Date: 9/30/2024

Exhibit "A"
Leased Premises

The Leased Premises include 1800 Cummings Place, Brownsville, Texas, and 1905 E. 6th Street Brownsville, Texas, as depicted in the following site plan. The area subject to Phase 1 of the Gladys Porter Zoo is shown below.



Exhibit "B"
Insurance Addendum

Landlord: City of Brownsville

Tenant: Brownsville Independent School District

This insurance addendum is part of the lease.

- A. Tenant agrees to insure its personal property to include any fixtures, furniture, and equipment as listed in Exhibit "C". The Landlord assumes no liability or financial obligation for the acquisition or maintenance of such insurance; all costs incurred during the course of insuring the fixtures, furniture, and equipment shall be borne solely by the Tenant.

- B. The Landlord agrees to include the Leased Premises on its insurance with the Texas Municipal League Intergovernmental Risk Pool. Such insurance shall provide protection for liability, fire, casualty, and property damage for the property owned by the Landlord, situated at, and including, the Premises. Verification of this coverage shall be provided to the Tenant prior to the execution of this Lease. Tenant assumes no liability or financial obligation for the acquisition or maintenance of such insurance; all costs incurred during the course of insuring the Premises shall be borne solely by the Landlord.

Exhibit "C"
BISD Personal Property