

AGREEMENT FOR MANICURED MOWING SERVICES

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS AGREEMENT FOR MANICURED MOWING SERVICES (the "Agreement") is made and entered into on this 4 day of September , 2014 by and between the CITY OF ALVIN, TEXAS, (the "City") a municipal corporation of the State of Texas, situated in Brazoria County, Texas and DeLeon & Son, Inc. , (the "Contractor").

WITNESSETH:

WHEREAS, on or about July 28, 2014, and August 4, 2014, the City advertised for bids for manicured mowing services;

WHEREAS, the Contractor submitted the lowest bid or the bid that will provide the best value for the City;

WHEREAS, on or about September 4 , 2014, the City Council awarded a Manicured Mowing Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows;

**I.
DEFINITIONS**

"City" is defined in the preamble hereof and includes its successors and assigns.

"Contractor" is defined in the preamble hereof and includes its successors and assigns.

**II.
SCOPE OF SERVICES**

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Manicured

Mowing Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "A". Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s) multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges etc. shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc. with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

III. COMPENSATION

3.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of \$ 101,085.00 for manicured mowing services required hereunder for the fiscal year 2014-2015.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of \$ 101,085.00 may be renewed by mutual agreement between contractor and the City at the same rate. The City shall pay the per trip charges shown in Exhibit "A", attached hereto and incorporated herein by reference, if the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "A".

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month specifying services rendered, dates of service and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s).

3.02 – Allocated Funds.

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 3.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of \$ 101,085.00, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2014-2015. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

IV.

TERM AND RENEWAL OPTION

4.01 - Term.

The term of this Agreement shall commence on **October 1, 2014** and shall end on **September 30, 2015**. However, upon mutual consent of the parties, this agreement may be extended for one (1) year extensions for a total of four (4) years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 3.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

V.
TERMINATION

5.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

5.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

VI.
INSURANCE

6.01 - Insurance

A. Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability;

COVERAGE

LIMITS OF LIABILITY

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured parties.** Each policy must name the Contractor and the city (and the officers, agents and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.

- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

B. Delivery of Policies. The original of all polices referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them; together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days notice in writing to the Contractor.

VII. **MISCELLANEOUS**

7.01 - Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

7.02 - Subcontractors.

The contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director which approval shall not be unreasonable withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. . All persons employed by the contractor must be legally approved to work in the United States.

7.03 - Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

7.04 - Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

7.05 - Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

7.06 - Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having Jurisdiction over the Contractors services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

7.07 - Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

7.08 - Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: 281-388-4290

(Contractor Info)
DeLeon & Son, Inc. – Fernando DeLeon
912 N. 2nd Street
Alvin, Texas 77511
Phone No: 281-388-1278

7.09 - Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

7.10 - Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

7.11 - Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractors profit shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

7.12 - Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement exempt in accordance with the provisions hereof.

7.13 - Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

7.14 - Survival.

The provisions set forth in Section 7.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

7.15 - Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 4th day of September, 2014.

CONTRACTOR:
DeLeon & SON INC.
BY: [Signature]
Name: DeLeon
Title: OWNER

CITY:
CITY OF ALVIN, TEXAS
BY: [Signature]
Paul A. Horn,
Mayor

ATTEST/SEAL
BY: [Signature]
Name: Fernanda DeLeon
Title: Co-owner

ATTEST/SEAL
BY: [Signature]
Dixie Roberts
City Clerk

APPROVED AS TO FORM:
BY: [Signature]
Bobbi Kacz
City Attorney

EXHIBIT A



Bidder Must Fill In & Sign

Name of Firm, Company

DeLeon & Son, Inc.

Agent's Name

Fernando DeLeon

Agent's Title

Owner

Mailing Address

912 N. 2nd St

City

Alvin

State

TX

Zip

77511

Telephone

281-3881278

Fax No.

281-585-3482

Email address:

deleonandson@aol.com

[Signature]
AUTHORIZED SIGNATURE

BID TITLE: MANICURED MOWING SERVICES
BID NUMBER: B-14-15
BID SUBMITTAL DATE: August 12, 2014 @ 2:00 P.M.

LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES SERVICES OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION		TOTAL
	MANICURED MOWING CONTRACT, per attached Specifications.		
1	SECTION A: Manicured Mowing for Lift Stations, Water Wells and Water Towers		\$ <u>10,920</u>
2	SECTION B: Manicured Mowing for Facility Grounds		\$ <u>40,050</u>
3	SECTION C: Manicured Mowing for City Entrances		\$ <u>14,430</u>
4	SECTION D: Manicured Mowing for Parks/Cemetery		\$ <u>35,685</u>
	GRAND TOTAL		\$ <u>101,085</u>

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

FACILITIES: The areas to be mowed are categorized; names, addresses and exhibits (if any), are listed.

SECTION A
Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
1	LS 23 B	1823 Steel Rd.	\$ 10	26	\$ 260
2	LS 14	205 E. Old Galveston Rd.	\$ 40	26	\$ 1040
3	LS 29	1920 Callaway	\$ 40	26	\$ 1040
4	LS 30	1587 S. Hwy 35	\$ 20	26	\$ 520
5	LS 31	1075 FM 1462	\$ 20	26	\$ 520
6	LS 33	Bypass 35	\$ 20	26	\$ 520
7	Water Well #3	1080 W. Snyder	\$ 40	26	\$ 1040
8	Water Well #4	300 S. Durant	\$ 20	26	\$ 520
9	Water Well #6	1050 Heights Rd	\$ 40	26	\$ 1040
10	Water Well #7	1060 Heights Rd	\$ 20	26	\$ 520
11	Water Well #8	380 W. Willis St.	\$ 20	26	\$ 520
12	Water Tower	650 Dyche Lane	\$ 40	26	\$ 1040
13	Water Tower	707 Verhalen	\$ 40	26	\$ 1040
14	Water Tower	N. Bypass 35	\$ 50	26	\$ 1300

Section A TOTAL: \$ 10,920

**SECTION B
Facility Grounds**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
15	City Hall	216 W. Sealy St.	\$ 75	30	\$ 2,250
16	Vacant Lot (near Chamber)	W. Willis St. @ Hardie St.	\$ 20	30	\$ 600
17	Library	105 S. Gordon St	\$ 60	30	\$ 1,800
18	Senior Citizens Center	309 W. Sealy St.	\$ 40	30	\$ 1,200
19	Museum	302 W. Sealy St.	\$ 40	30	\$ 1,200
20	Public Services Facility	1100 W. Hwy 6	\$ 100	30	\$ 3,000
21	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 200	30	\$ 6,000
22	Alvin Police Dept.	1500 S. Gordon St	\$ 200	30	\$ 6,000
23	Bob S. Owen Pool	919 Bayou Dr.	\$ 60	30	\$ 1,800
24	Girl Scout House Lot	1006 W. Adoue St.	\$ 60	30	\$ 1,800
25	American Legion Lot	206 S. Durant St.	\$ 40	30	\$ 1,200
26	Fire Station #1 with over flow parking lot	302 W. House St / 407 W. House St.	\$ 40	30	\$ 1,200
27	Fire Station #2	110 Medic Lane	\$ 40	30	\$ 1,200
28	Fire Station #3	2700 FM 1462	\$ 90	30	\$ 2,700
29	EMS Station	709 E. House St.	\$ 40	30	\$ 1,200
30	Park-N-Ride	1755 Steele Rd	\$ 40	30	\$ 1,200
31	Fire Training Field	7100 CR 160	\$ 70	30	\$ 2,100
32	Dyche Lane property	800 Dyche Lane	\$ 20	30	\$ 600
33	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 40	30	\$ 1,200
34	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 60	30	\$ 1,800

Section B TOTAL: \$ 40,050

**SECTION C
City Entrances**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
35	North entrance sign area	Southbound Bypass 35	\$ 150	39	\$ 5,850
36	South entrance sign area	Northbound Bypass 35	\$ 150	39	\$ 5,850
37	Welcome to Alvin sign	Hwy 6 at Gordon St.	\$ 40	39	\$ 1,560
38	Welcome to Alvin sign	Hwy 6 from Marvel	\$ 30	39	\$ 1,170

Section C TOTAL: \$ 14,430

**SECTION D
Public Parks**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
39	Ruben Adame	801 Shaw St.	\$ 100	39	\$ 3,900
40	Newman Park	1200 Newman St.	\$ 100	39	\$ 3,900
41	Citizens Park	Gordon St. @ Depot Centre Blvd	\$ 25	39	\$ 975
42	Sealy Park	206 S. Durant St.	\$ 50	39	\$ 1,950
43	Oak Park Cemetery	300 Oak Park Dr.	\$ 600	39	\$ 23,400
44	Prairie Dog Park	575 E. Hathaway	\$ 40	39	\$ 1,560

Section D TOTAL: \$ 35,685

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that DeLeon & Son, Inc. is a resident bidder of Texas
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature _____

Print Name Fernando DeLeon

I certify that _____ is a non-resident bidder as
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code.

and our principal place of business is _____
(City and State)

Signature _____

Print Name _____

ADDENDUM NO. 1
TO THE
CITY OF ALVIN
AGREEMENT FOR
MANICURED MOWING SERVICES

THIS Addendum No. 1 to the City of Alvin Agreement For Manicured Mowing Services ("Addendum No. 1") is made on this the 3 day of September, 2015, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and DeLeon & Son Lawn Services, Company ("DeLeon").

WHEREAS, on September 4, 2014, the City approved and entered into an Agreement For Manicured Mowing Services with DeLeon for lawn services of City properties (the "Agreement"); and

WHEREAS, the Agreement provided for a term ending on September 30, 2015; and

WHEREAS, Section 4.01 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum; and

WHEREAS, the City and DeLeon approved to extend the Agreement to extend the term of the Agreement for an additional year ending September 30, 2016; and

WHEREAS, the parties now mutually consent to add additional city properties for the remainder of the term.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and DeLeon hereby agree as follows:

I.

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

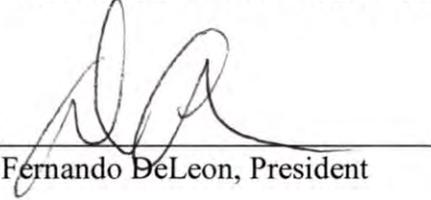
Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 1, the provisions of Addendum No. 1 shall control.

Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

DELEON & SON LAWN SERVICES, CO.

CITY OF ALVIN, TEXAS

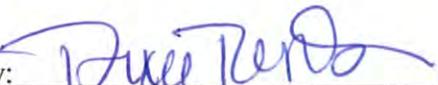
By: 
Fernando DeLeon, President

By: 
Sereniah Breland, City Manager

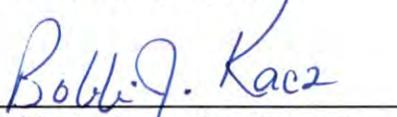
ATTEST/SEAL

ATTEST/SEAL

By: 
Name:
Title:

By: 
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: 
Bobbi J. Kacz, City Attorney

ADDENDUM NO. 2

**TO THE
CITY OF ALVIN
AGREEMENT FOR MANICURED MOWING SERVICES**

THIS Addendum No. 2 to the City of Alvin Agreement For Manicured Mowing Services ("Addendum No. 2") is made on this the 4 day of August, 2016, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and DeLeon & Son Lawn Service Company ("DeLeon").

WHEREAS, on September 4, 2014, the City approved and entered into an Agreement For Manicured Mowing Services with DeLeon for mowing services of City properties (the "Agreement"); and

WHEREAS, the Agreement provided for a term ending on September 30, 2015; and

WHEREAS, Section 4.01 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years of service, and each renewal term shall be attached to the Agreement as an Addendum; and

WHEREAS, the City and DeLeon entered into Addendum No. 1 on or about September 3, 2015 agreeing to extend the term of the Agreement for an additional year ending September 30, 2016.

WHEREAS, DeLeon has provided services for the initial one-year term, the first renewal term and now requests the second of three (3) renewal terms to provide lawn services of City properties; and

WHEREAS, the City and DeLeon desire to extend the term of the Agreement for an additional year ending September 30, 2017.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and DeLeon hereby agree as follows:

I.

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 2, the provisions of Addendum No. 2 shall control. Addendum No. 2 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 2 to the Agreement For Manicured Mowing Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

DELEON & SON LAWN SERVICE CO.

CITY OF ALVIN, TEXAS

By: _____

Fernando DeLeon, President

By: _____

Sereniah Breland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____

Name:
Title:

By: _____

Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____

Bobbi J. Kacz, City Attorney