

**FIRST AMENDMENT & EXTENSION OF
AGREEMENT FOR
VACANT LOT ABATEMENT SERVICES**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This *First Amendment & Extension of the Agreement* (“Amendment”) is made and entered into by and between the **City of San Antonio**, a Texas Municipal Corporation acting by and through its City Manager or designee, (hereinafter referred to as “City”), pursuant to Ordinance No. _____ passed and approved on the ____ day of _____, 2024 (“Effective Date”), and **Raul Cerda, dba Raul’s Landscape Services** (“Contractor”). City and Contractor are sometimes hereafter collectively referred to as the “Parties”.

WHEREAS, pursuant to Ordinance No. 2019-10-17-0841, City and Contractor entered into an agreement for Contractor to provide City with vacant lot abatement services on an as-needed basis for properties identified by the City as a danger to public health and safety, for a term that began on October 17, 2019, and as renewed, ends October 17, 2024 (the “Agreement”); and

WHEREAS, City seeks to amend and extend the Agreement to allow additional time to reissue a solicitation in order to establish new contacts for vacant lot abatement services; and

WHEREAS, the Parties mutually agree and desire to amend and extend this Agreement for an additional one-year period beginning October 18, 2024 and ending October 18, 2025, with the understanding that the Agreement allows for termination without cause with ten calendar days of notice from the City and that City may cancel this Agreement prior to October 18, 2025 in accordance with such provision; **NOW, THEREFORE:**

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described. City and Contractor agree to amend the Agreement as follows:

**ARTICLE I
AMENDMENTS**

1.01 Article II, "Term", is hereby revised to read as follows:

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement began on October 17, 2019, and shall and terminate on October 18, 2025.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any additional

contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

ARTICLE II
TERMS AND CONDITIONS

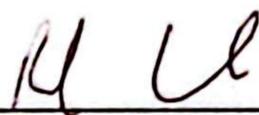
2.01 All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

EXECUTED and AGREED to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**RAUL CERDA, DBA RAUL'S
LANDSCAPE SERVICES**

(Signature)



(Signature)

Printed Name: _____

Printed Name: Raul Cerda

Title: _____

Title: Owner

Date: _____

Date: 7-29-24

Approved as to Form:

Assistant City Attorney

**FIRST AMENDMENT & EXTENSION OF
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WHEREAS, pursuant to Ordinance No. 2019-10-17-0841, City and Contractor entered into an agreement for Contractor to provide City with vacant lot abatement services on an as-needed basis for properties identified by the City as a danger to public health and safety, for a term that began on October 17, 2019, and as renewed, ends October 17, 2024 (the "Agreement"); and

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EXECUTED and AGREED to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

SILVIA R. MENDOZA, DBA
MENDOZA & MENDOZA

(Signature)

Silvia R. Mendoza, DBA
(Signature)

Printed Name: _____

Printed Name: *Silvia R. Mendoza*

Title: _____

Title: *OWNER*

Date: _____

Date: *August 2, 2024*

Approved as to Form:

Assistant City Attorney

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WHEREAS, pursuant to Ordinance No. 2019-10-17-0841, City and Contractor entered into an agreement for Contractor to provide City with vacant lot abatement services on an as-needed basis for properties identified by the City as a danger to public health and safety, for a term that began on October 17, 2019, and as renewed, ends October 17, 2024 (the “Agreement”); and

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CITY OF SAN ANTONIO

MAURO MONITA

(Signature)

Mauro Monita

(Signature)

Printed Name: _____

Printed Name: Mauro Monita

Title: _____

Title: owner

Date: _____

Date: 7-26-24

Approved as to Form:

Assistant City Attorney

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WHEREAS, pursuant to Ordinance No. 2019-10-17-0841, City and Contractor entered into an agreement for Contractor to provide City with vacant lot abatement services on an as-needed basis for properties identified by the City as a danger to public health and safety, for a term that began on October 17, 2019, and as renewed, ends October 17, 2024 (the “Agreement”); and

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CITY OF SAN ANTONIO

BIG TEX CONTRACTORS, LLC

(Signature)

Jesse Moreno III

(Signature)

Printed Name: _____

Printed Name: Jesse Moreno III

Title: _____

Title: Owner

Date: _____

Date: July 25, 2024

Approved as to Form:

Assistant City Attorney

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WHEREAS, pursuant to Ordinance No. 2019-10-17-0841, City and Contractor entered into an agreement for Contractor to provide City with vacant lot abatement services on an as-needed basis for properties identified by the City as a danger to public health and safety, for a term that began on October 17, 2019, and as renewed, ends October 17, 2024 (the “Agreement”); and

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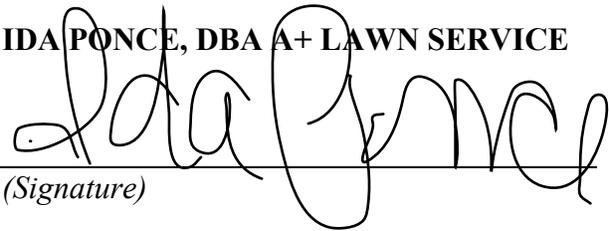
EXECUTED and AGREED to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

IDA PONCE, DBA A+ LAWN SERVICE

(Signature)

(Signature)



Printed Name: _____

Printed Name: Ida Ponce

Title: _____

Title: Owner

Date: _____

Date: July 31, 2024

Approved as to Form:

Assistant City Attorney