

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
PROFESSIONAL SERVICE CONTRACT
C-08-371-09-23**

This **AMENDMENT** to the **CONTRACT** between **LEONEL GARZA, JR. & ASSOCIATES, INC.**, (the "Appraiser") and **HIDALGO COUNTY** (the "County"), effective the 14th day of **July, 2009**, is made between the Appraiser and the County, (the "Amendment"), as follows:

WHEREAS, Appraiser and County entered into an Contract on September 23, 2008, in which the Appraiser agreed to provide professional services for: "**The Fair Market Value Appraisals in connection to the Acquisition of Land and Disposition of County owned Property**" located within **Hidalgo County Precinct Nos. 2 & 4**.(the "Project");

WHEREAS, due to a need to clarify the term "**Acquisition of Land**", the parties now desire to amend the Projects in which the Appraiser may perform the services

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Appraiser and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Appraiser and County hereby agree to the following Amendment to the Contract:

1. **Section I** titled **Scope of Services** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

I. Scope of Services. Appraiser agrees to provide to County *The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4 as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser."* ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County***

Further, in the event that it is demonstrated by the Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Appraiser and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Juan D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Leonel Garza, Jr. & Associates, Inc.

Title: _____

Approved as to Form:
Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney