

# Hidalgo County Head Start Program Policy Council Agenda

**DATE:** November 19, 2014

**SUBJECT:** Approval to Enter into the Best and Final Negotiated Contract with Leonel Garza, Jr. & Associates in the Amount of \$51,000.00 for Appraisal Services of the Head Start Facilities

**RATIONALE/NEED:** To obtain professional services in assessing the rental market value on the leased properties to comply with federal regulations Part 92.24 (d)(2). Leonel Garza, Jr. & Associates was the highest ranked firm by Commissioner’s Court on 06/17/14.

**RECOMMENDATION:** Administration recommends approval.

**COST:** Head Start funds for this project are available.

**RELATED INFORMATION INCLUDED:** Scope of Services and Contract

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**INITIATED BY:** Ambrosio Tovar, Procurement Director *Ambrosio Tovar*

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director *Edmundo Garcia*

**PROGRAM DIRECTOR’S APPROVAL:** *Jerome Flores*



Further, in the event that it is demonstrated by Appraiser that Program 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 Program to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the Program for each purchase order.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, Program agrees to pay Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. Appraiser is authorized to submit periodic request for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the Program and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, Program shall submit a requisition for payment of said services in the customary manner provided for payments. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 20, hereof.

4. **Progress.** Upon acceptance of a work order the Appraiser shall undertake and complete the authorized work. Program or Appraiser can request conferences to be provided at the Appraiser's office, the office of the Program or at other agreed upon locations.

5. **Inspection of Work.** Program has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character

of this Contract, an amendment must be prepared and executed within the contract period. Program retains the right to reject any such amendment proposed by Appraiser unless the Program finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period specified.

If Program finds it necessary to require changes in completed work because of errors made by the Appraiser, Program shall require Appraiser to correct the work at no cost to the Program and without amendment to this Contract. If the changes are made at the request of Program and are not due to errors of Appraiser, Program will reimburse Appraiser for the additional work at the same rate of pay established in Exhibit "B" – Basis for Payment. If payment for the additional work will cause the maximum amount payable to be exceeded an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** Appraiser shall promptly advise Program in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and if any County or, Federal funds are involved, Federal assistance needed to resolve the situation, and
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by Appraiser or furnished to Appraiser by Program shall be delivered to and become the property of Program. All sketches, photographs, calculations, and other data prepared under this Contract shall be made available, upon request to Program without restriction or limitation on their further use. Appraiser may, at its own expense, have copies made of the documents or any other data furnished to Program under this Contract.

9. **Independent Contractor.** Appraiser must comply with all applicable Program policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Program or Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does

not desire or request any fringe benefits provided to employees of Program or Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Program may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Program a certificate of Insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this Contract to any person without the prior written consent of Program.

13. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. **Termination by Program.** If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Program, or if Appraiser fails to comply with any conditions in this Contract, then Program shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

15. **No Waiver.** No waiver by Program of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically

set forth herein. This Contract may be modified or amended only by agreement in writing executed by Program and Appraiser, and not otherwise.

17. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. **Hold Harmless.** In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify Program from any and all obligations, liabilities, causes of action, lawsuits, damages and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. **Notices.** Except as may the otherwise specifically provided in this Contract, all notices, demand, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program  
Attention: Teresa Flores -- Program Director  
1901 W. State Highway 107  
McAllen, Texas 78504

If to Appraiser: Leonel Garza, Jr. & Associates, LLC  
Attn: Leonel Garza, III, Co-Owner/Primary R.E.A.  
1419 Dove, Suite 1  
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

21. **Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. **Gender.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

24. **Authority.** The execution and performance of this Contract by Program and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Program and Appraiser in accordance with its terms.

25. **Commitment of Current Revenues.** In the event that, during any term hereof, **Program** does not appropriate sufficient funds to meet to the obligations of this Contract, **Program** may terminate this Contract upon thirty (30) day written notice to **Appraiser**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of **Program** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995)

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONER'S COURT ON NOVEMBER 18, 2014**

HIDALGO COUNTY HEAD START PROGRAM:

APPRAISER

Leonel Garza, Jr. & Associates, LLC

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY: \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:

Date Approved by County Commissioner:

## **EXHIBIT "B"**

Services and Fees to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504  
Email Address: leonel3@garza-associates.com  
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

## Best & Final & Scope of Services Bid

<b>To:</b> Hidalgo County Head Start C/o: Ambrosio Tovar	<b>From:</b> Leonel Garza III
<b>Fax:</b> (956) 381-0439	<b>Pages:</b> 2 Pages
<b>Phone:</b> (956) 380-4149	<b>Date Submitted:</b> November 10, 2014
<b>Re:</b> Bid Proposal – Head Start Project	<b>CC:</b>

**Mr. Tovar:**

Due to the complexity of the project and the time frame indicated, my estimate for the project is best to be billed on an average per tract. Based on the spreadsheet provided the report will be completed as a single report including all tracts as indicated. The report shall include all pertinent information pertaining to the valuation of the subjects tracts and shall include any surveys provided, sketches of tracts as required, photographs, deed information, flood map information, census data, comparable sales data and analysis and sketches of improvements on those tracts to be include in the determination of value as per scope.

**Total Cost: \$51,000.00 (51 Tracts + LBJ Administration Building  
(No Charge as Discussed on LBJ Admin Building)**

The report will be prepared to the Standards of Hidalgo County set forth with the County RFP. Please contact me for confirmation of the approval of the appraisal project. We are prepared to start right of way. We will need copies of existing leases, surveys, plans and any other information that you may have on each tract. Also a letter of our Authorization to inspect each tract and contact information for on-site manager for each location for the on-site inspection. Our inspection shall only consist of measuring the subject building (if required) and photographing the properties. We would like to get started with preliminary work on Monday and inspections next Wednesday.

See following page for summation of charges per tract to be appraised.

November 10, 2014

No.	Center Name	Owner	Address	Land/Legal Description	Quote
1	Alamo	City of Alamo	303 South 7th Street, Alamo, TX	Lots 7, 8, 9, 10 & 11, Block 64 Alamo Original Townsite	\$ 1,000.00
2	Alton	City of Alton	202 W. Dawes Ave., Alton, TX	West Addn. to Sharyland N351.22-51283' - W 1240' Lot 39-6 10 AC Net	\$ 1,000.00
3	Donna I	City of Donna	1402 Silver Avenue, Donna, TX	2.054 Acre tract of Lot 2, Block 82, Town and Improvement Company Subdivision	\$ 1,000.00
4	Donna II	City of Donna	1715 Miller Avenue, Donna, TX	Avila PR #2 Lots 4 & 5	\$ 1,000.00
5	Donna IV	Texas Regional Properties	202 West South Avenue, Donna, TX	Lot 1, Amistad Apartments, L.P. Subdivision	\$ 1,000.00
6	Edcouch	Edcouch-Elsa ISD	W. Hwy 107 & Mile 4 N., Edcouch, TX	West Tract FT 548 40.0 AC	\$ 1,000.00
7	Edcouch Kitchen	Edcouch-Elsa ISD	W. Hwy 107 & Mile 4 N., Edcouch, TX		\$ 1,000.00
8	Edinburg I	Edinburg Housing Authority	225 South 25th Street, Edinburg, TX	Canal right of way along the South side of Lot 10, in block 269, Texas Mexican Railway Company	\$ 1,000.00
9	Edinburg II	Edinburg Housing Authority	1200 North 1st Street, Edinburg, TX	Beginning at the Southwest corner of Lot 9.....	\$ 1,000.00
10	Edinburg III	Texas Regional Properties	3817 South "I" Road, Edinburg, TX	Lot 1, Galilean Apartments, L.P. Subdivision	\$ 1,000.00
11	Edinburg IV	Hidalgo County	3215 Richardson Rd, Edinburg, TX	Lot 14, NE 1AC SEC 245, TEX-MEX Survey in the City of Edinburg	\$ 1,000.00
12	Edinburg IV (Annex)	Hidalgo County	3215 Richardson Rd, Edinburg, TX	Lot 14, NE 1AC SEC 245, TEX-MEX Survey in the City of Edinburg	\$ 1,000.00
13	Edinburg V	Hidalgo County	3500 East F.M. 2812, Edinburg, TX	Lots 6 & 7, Block 15, Santa Cruz Gardens Unit No. 2 in the City of Edinburg	\$ 1,000.00
14	Edinburg V (Annex)	Hidalgo County	3500 East F.M. 2812, Edinburg, TX	Lots 6 & 7, Block 15, Santa Cruz Gardens Unit No. 2 in the City of Edinburg	\$ 1,000.00
15	Edinburg (UTPA)	UTPA	1201 West University Dr., Edinburg, TX		\$ 1,000.00
16	Elsa	City of Elsa	700 Northwest Hidalgo, Elsa, TX	Tract TR 525 NE 14.0 Less 120' REF#R326064	\$ 1,000.00
17	Farias	PSJA ISD	1100 W. Acacia Street, Alamo, TX		\$ 1,000.00
18	Granjeno	David Garza	6610 S. FM 494, Mission, TX	Porcion 58: Granjeno, Lot 3A 0.74 AC Between Levee & Military Rd out of the W 1/2 of Tract 20	\$ 1,000.00
19	Hidalgo	City of Hidalgo	621 South 5th St., Hidalgo, TX	Hidalgo Original Townsite, Lot 4, only new for 1983, R518220 H2500-98-031-0004-01	\$ 1,000.00
20	La Herencia	Texas Regional Properties	RR3, Box 3059, Mercedes, TX	Lot 1, La Herencia Apartments, L.P.	\$ 1,000.00
21	La Joya	La Joya ISD	105 E. 5th & Leo Ave, La Joya, TX	A 0.57 of an Acre Tract of Land out of Tract 265, Los Ejidos De Reynosa Viejo Subdivision	\$ 1,000.00
22	Las Milpas I	City of Pharr	714 Zapata Avenue, Pharr, TX	Lot #77, Colonia Estrella Subdivision Las Milpas	\$ 1,000.00
23	Las Milpas II	Texas Regional Properties	901 E. Thomas	All of Lot 1, El Pueblo Dorado Apartments, L.P., Subdivision and addition to the City of Pharr	\$ 1,000.00
24	LBJ Administration Austin-1 Stop Center	Head Start	1901 W. State Hwy 107, McAllen, TX	10 Acres of Section 280, Tex-Mex Survey	\$ -
25	McAllen IV	McAllen ISD	2100 Fir Street, McAllen, TX	Lot 16, Block 6, Bonnie View Subdivision, re-subdivision of Blocks 3,6,11 of Hammonds Addition	\$ 1,000.00
26	McAllen V	Texas Regional Properties	3900 South Ware Road, McAllen, TX	Tract out of a portion of Lots 22 & 23, C.E. Hammonds Subdivision	\$ 1,000.00
27	McAllen VI	McAllen Housing Authority	1200 North 25th Street, McAllen, TX		\$ 1,000.00
28	Mercedes I	Texas Regional Properties	2601 Sarah Avenue, McAllen, TX	Lot 5, Padre de Vida Apartment, L.P. Subdivision	\$ 1,000.00
29	Mercedes II	Texas Valley Community Foundation	1100 W. Expwy 83, Mercedes, TX	1.49 Acre Tract of Land Blocks 72 & 71 of Original Site of Mercedes	\$ 1,000.00
30	Mercedes III	Texas Regional Properties	3601 East Mile 8 North, Weslaco, TX	Lot 1, La Estancia Apartments, L.P., Subdivision	\$ 1,000.00
31	Mission I	City of Mission	115 Mayberry, Mission, TX	West 10 AC of the South 19 AC of Lot 18-9 West Addition to Sharyland	\$ 1,000.00
32	Mission II	City of Mission	1105 East 8th St., Mission, TX	North 10 AC of Lot 20-9, West Addition to Sharyland	\$ 1,000.00
33	Mission III	Texas Regional Properties	3401 North Mayberry, Mission, TX	Lot 1, Pueblo de Paz Apartments, L.P. Subdivision	\$ 1,000.00

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34	Mission IV	Texas Regional Properties	301 South Inspiration, Mission, TX	Lot 1, Rio de Vida Apartments, L.P. Subdivision	\$ 1,000.00
35	Monte Alto	Monte Alto ISD	25249 1st Street, Monte Alto, TX	Rollo Blocks 60, 61, & 62 on 25249 1st Street	\$ 1,000.00
36	Napper	PSJA ISD	903 N. Flag Street, Pharr, TX		\$ 1,000.00
37	Palacios	PSJA ISD	801 E. Thomas Drive, Pharr, TX		\$ 1,000.00
38	Palmview I	Hidalgo County	1208 Paula Drive, Palmview, TX		\$ 1,000.00
39	Palmview II	Hidalgo County	618 N. Breyfogle Rd., PV, TX	Lot 20, Block 1, Mission Groves Estates, City of Palmview	\$ 1,000.00
40	Palmview III	Hidalgo County	1208 Paula Drive, Unit I	A 0.75 of an Acre Tract of Land out of Lots 80 & 82, Bentsen Groves Subdivision	\$ 1,000.00
41	Palmview Child Nutrition Ctr	Hidalgo County	1208 Paula Drive, Unit II		\$ 1,000.00
42	Pharr	City of Pharr	415 E. Clark, Pharr, TX	0.39 of an Acre Tract being a portion of Lots #7, and #8, Block 24, Pharr Original Town Site	\$ 1,000.00
43	Progreso	City of Progreso	1015 & Palm, Progreso, TX	Lots 17 - 18 Block 7	\$ 1,000.00
44	San Carlos	Hidalgo County	134 N. 86, San Carlos, TX	Lots 1-43, Block 5, Lot 1; 0.069 AC-LT 2; 0.032 AC-LT 3; 0.005 AC-LT 4; 27-43 Block 6; LTS 4-7;	\$ 1,000.00
45	San Juan I	City of San Juan	200 North Cougar, San Juan, TX	Southwest Corner of the West 2.5 Acres of the North 5.0 Acres of the West 14.18 Acres of the	\$ 1,000.00
46	San Juan II	Hidalgo County	601 Earling Rd., San Juan, TX	E660' Lot 1 Block 43 20 AC GR 19.70 AC Net, Alamo Land & Sugar Co Subdivision	\$ 1,000.00
47	San Juan II (Annex)	Hidalgo County	601 Earling Rd., San Juan, TX	E660' Lot 1 Block 43 20 AC GR 19.70 AC Net, Alamo Land & Sugar Co Subdivision	\$ 1,000.00
48	Sullivan City	Hidalgo County	379 E. Expresswy 83, Sullivan City	Porcion 38-39-40-SE 2.36 AC Lot, 249, SW 1.88 AC Lot 248 N of US 83 & 0.76 AC N of Lots 248 & 249	\$ 1,000.00
49	Vine Terrace	McAllen Housing Authority	2200 (B) North 27th Street, McAllen, TX	Between Lot 42 and Lot 44 as shown in Map of Vine Terrace Subdivision	\$ 1,000.00
50	Weslaco I	City of Weslaco	310 North Kansas Street, Weslaco, TX		\$ 1,000.00
51	Weslaco III	Guillermina A. Garcia	1317 West Expressway 83, Weslaco, TX	Lot 16, Flora Subdivision	\$ 1,000.00
52	Western Road	St. Anne Church	8245 E. Poinsetta Dr., Mission, TX	That part of Lots 13 Through 21, Block 36, Townsite of Citrus City	\$ 1,000.00
TOTAL APPRAISAL COST ESTIMATE					\$ 51,000.00


November 10, 2014

An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I, Leonel Garza III, shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Head Start indicated to be December 31, 2014.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Any pending or existing lease contracts and or sales contracts
6. Contact information for each location in order to perform on-site inspections

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email [leonel3@garza-associates.com](mailto:leonel3@garza-associates.com). Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



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Leonel Garza III  
State Certified Real Estate Appraiser  
TX-1328375-General  
Leonel Garza Jr. & Associates LLC

\_\_\_\_\_  
(Please Sign Here Upon Acceptance)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date of Acceptance

**EXHIBIT "C"**  
Insurance Requirements



# CERTIFICATE OF LIABILITY INSURANCE

LEONGAR-02 HEREN1

DATE (MM/DD/YYYY)  
5/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504		<b>CONTACT NAME</b> PHONE (A/C No., Ext) (956) 686-3888 E-MAIL ADDRESS		FA (A/C No) (956) 682-5650	
<b>INSURED</b>  Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A Sentinel Ins Co, LTD		11000	
		INSURER B Hartford Accident & Indemnity Company		22357	
		INSURER C Hartford Ins Co of the Midwest		37478	
		INSURER D Berkley Assurance Company			
		INSURER E			
		INSURER F			


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JCT <input type="checkbox"/> LOT <input type="checkbox"/> OTHER			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (For occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & A. V. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP A. \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			65UECZF5945	05/18/2014	05/18/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65WBCAE1721	01/11/2014	01/11/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EMPLOY. \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			VUMB003490	05/18/2014	05/18/2015	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liab- Claims Made: Aggregate limit \$1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim \$7,500

The General Liability and Business Auto policies Includes a blanket automatic additional insured and blanket automatic waiver of subrogation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogation status to the certificate holder only when there is a written contract between certificate holder that requires it or such status;

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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