



Hidalgo County Head Start Program Policy Council Agenda

DATE: January 15, 2020

SUBJECT: Approval to Enter into the Best and Final Negotiated Contract with Leonel Garza, Jr. & Associates in the Amount of \$25,000.00 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 75.306 (i)(3) Cost Sharing or Matching. Leonel Garza, Jr. & Associates was the highest ranked firm by Commissioner's Court on 12/03/19.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.

RELATED INFORMATION INCLUDED: Scope of Services and Contract

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

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-20-001-01-15

THIS AGREEMENT is made effective the ___th day of _____, 2020, by and between **Hidalgo County Head Start Program** (“Program”) and **Leonel Garza, Jr. & Associates, LLC** (“Appraiser”).

WITNESSETH:

WHEREAS, Program requires appraisal services for: “**Appraisal Services for Hidalgo County Head Start Buildings**”; and

WHEREAS, the County of Hidalgo (County), Program’s grantor agency, solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for “Professional Appraisal Service,” and

WHEREAS, from which “Professional Appraiser” has been selected from the “Pool” of prequalified Appraisers by Program, and

WHEREAS, Program has determined that the services of “Professional Appraiser” are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, Program has selected the Appraiser to provide appraiser services, through County’s procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Program and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to Program, Fair Market Value Appraisals of Program owned and Leased Property as shown in Exhibit “B” attached hereto and entitled “Services and fees 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 Program.

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 the 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 requests 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. The Program 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 as 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 the Contract. If the changes are made at the request of Program and are not due to errors of the Appraiser, Program will reimburse the 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 the 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 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 the Appraiser or furnished to Appraiser by Program shall be delivered to and become the property of the 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 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 be 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, TX 75805

If to Appraiser: Leonel Garza, Jr. & Associates, LLC
Attn: Leonel Garza, III, Co-Owner/Primary R.R.A.
1419 Dove, Suite I
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 as such time as it is personally delivered to the addressee or, if mailed, as such time as it is deposited in the United State 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) days written notice to the **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 _____

**HIDALGO COUNTY
HEAD START PROGRAM**

By: _____
Teresa Flores, Executive Director

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Oxford & Gonzalez

By: _____
Richardo Gonzalez

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT “B”

Services and Fees to be provided by the 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

To: Hidalgo County Head Start C/o: Ambrosio Tovar	From: Leonel Garza III
Fax: (956) 381-0439	Pages: 2 Pages
Phone: (956) 380-4149	Date Submitted: December 16, 2019
Re: Bid Proposal – Head Start Project	CC:

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: \$25,000.00 (28 Tracts)

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.

December 16, 2019

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	\$ 850
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	\$ 850
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	\$ 850
4	Donna II	City of Donna	1715 Miller Avenue, Donna, TX	Avila PR #2 Lots 4 & 5	\$ 850
5	Edcouch Kitchen	Edcouch- Elsa ISD	W. Hwy 107 & Mile 4 N., Edcouch,		\$ 850
6	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	\$ 850
7	Edinburg III	Texas Regional Properties	3817 South "I" Road, Edinburg, TX	Lot 1, Galilean Apartments, L.P. Subdivision	\$ 850
8	Edinburg(UTPA)	UTPA	1201 West University Dr., Edinburg,		\$ 850
9	Farias	PSJA ISD	1100 W. Acacia Street, Alamo, TX		\$ 850
10	La Herencia	Texas Regional Properties	RR3, Box 3059, Mercedes, TX	Lot 1, La Herencia Apartments, L.P.	\$ 850
11	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	\$ 850
12	Mission II	City of Mission	1105 East 8th St., Mission, TX	North 10 AC of Lot 20-9, West Addition to Sharyland	\$ 850
13	Mission III	Texas Regional Properties	3401 North Mayberry, Mission, TX	Lot 1, Pueblo de Paz Apartments, L.P. Subdivision	\$ 850
14	Mission IV	Texas Regional Properties	301 South Inspiration, Mission, TX	Lot 1, Rio de Vida Apartments, L.P. Subdivision	\$ 850
15	Monte Alto	Monte Alto ISD	25249 1st Street, Monte Alto, TX	Rollo Blocks 60, 61, & 62 on 25249 1st Street	\$ 850
16	Palacios	PSJA ISD	801 E. Thomas Drive, Pharr, TX		\$ 850
17	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.	\$ 850
18	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	\$ 850
19	Weslaco III	Guillemina A. Garcia	1317 West Expressway 83, Weslaco, TX	Lot 16, Flora Subdivision	\$ 850
20	Western Road	St. Anne Church	8245 E. Poinsetta Dr., Mission, TX	That part of Lots 13 Through 21, Block 36, Townsite of Citrus City	\$ 850
21	Carmen Anaya	PSJA ISD	1000 W Dicker Rd, Pharr, TX	E660' Lot 327, Kelly Pharr Tract 20.0AC GR 19.09AC NET	\$ 1,000.00
22	Captain J Castro	Mission ISD	200 S Mayberry, Mission, TX	Mission C.I.S.D. Castro Elementary Lot 1	\$ 1,000.00
23	JRG HS	Edcouch- Elsa ISD	1210 Santa Rosa Avenue, Elsa, TX	FT 551, West Tract 32.50AC NET	\$ 1,000.00
24	Mercedes H/S	Mercedes ISD	950 W. 6th Street, Mercedes, TX	West Elementary Lot 1	\$ 1,000.00
25	Longoria H/S	PSJA ISD	2500 N Cypress, Pharr, TX	35AC of Lot 142, Kelly Pharr Tract 30.04AC NET	\$ 1,000.00
26	Navarro Elem	McAllen ISD	2100 W Hackberry, McAllen, TX	Lot 51, Block 1, C.E. Hammond Subdivision 7.09AC NET	\$ 1,000.00
27	North Bridge	Weslaco ISD	2001 N Bridge Avenue, Weslaco, TX	N634' - E1077.5' FT 30 15.68AC GR 15.24AC NET	\$ 1,000.00
28	Theodore Roosevelt	McAllen ISD	4801 South 26th McAllen, TX	Lot 1 Unit 3, McAllen ISD No. 3 Subdivision	\$ 1,000.00
TOTAL APPRAISAL COST ESTIMATE					\$ 25,000.00

December 16, 2019

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 February 15, 2020.

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. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

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



1419 Dove Avenue, McAllen, Texas 78504
956-687-7295 Office / leonel3@garza-associates.com

Leonel Garza III
President of Leonel Garza Jr. & Associates LLC

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With accounts throughout South Texas including the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, national franchises, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties and specialty type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. Clients include the Texas Department of Transportation (TxDOT), Texas Attorney General Office Real Estate Division, Hidalgo County Drainage District No. 2, Hidalgo County Regional Mobility Authority (HCRMA), American Electric & Power (AEP), Electric Transmission of Texas, Hidalgo County, and United Irrigation District.

Texas A&M University, College Station, Texas
Bachelor of Science Degree, 1995
Biomedical Science Major

Texas Appraiser Licensing and Certification Board
Certified General Real Estate Appraiser
TX 1328375 G

Texas Department of Licensing and Regulation
State Certified Property Tax Consultant
TX 00003181

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/27/2018 Expires: 12/31/2020
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Community Service & Professional Organizations

Appraisal Institute Associate Member

The Appraisal Institute is a global professional association of real estate appraisers, with nearly 20,000 professionals in almost 60 countries throughout the world. Its mission is to advance professionalism and ethics, global standards, methodologies, and practices through the professional development of property economics worldwide. (www.appraisalinstitute.org).

National Association of Master Appraisers

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience. (www.naappraisers.org)

International Right of Way Association (IRWA) Associate Member 7899430

The International Right of Way Association is a professional member organization comprised of global infrastructure real estate practitioners. IRWA has served professionals who acquire, manage and transfer the land rights needed for building and maintaining energy and transportation infrastructure. Recognized for their high ethical standards, commitment to integrity and professional excellence, IRWA's nearly 10,000 members hail from over 15 countries around the world. They are united by their profession and their commitment to pursuing training and professional development through courses, chapter meetings, seminars and the annual education conference. (www.IRWA.com)

Hidalgo County Subdivision Advisory Board Chairman of the Board

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. Appointed to the board since May 1999 – Present.

Hidalgo County Building Line of Adjustments Chairman of the Board

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction. Appointed to the board since January 2005 – Present.

McAllen Planning and Zoning Board Former Member & Chairman

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development. Member of board from February 8, 2010 to January 28, 2016.

McAllen Traffic Commission Board Former Member & Vice Chairman

Makes recommendations to the City Commission to reduce and eliminate traffic congestion and flow throughout the City. Member of board from April 14, 2008 to June 24, 2014.

McAllen Zoning Board of Adjustments and Appeals

Former Member & Chairman

This City board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings. Member of board from February 2002 to February 2008.

McAllen Ambulance Advisory Committee

Former Member & Vice Chairman

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals

Former Member

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants. Board member from January 28, 2002 to December 31, 2003

December 16, 2019

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742948770900
File/Vendor Number: 014984
Approval Date: 03-JAN-2018
Scheduled Expiration Date: 03-JAN-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-JAN-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcomblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with Federal Regulations 49 CFR, Part 26

LEONEL GARZA, JR. & ASSOCIATES, LLC.

Issuance Date: February 12, 2008

This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.

Efren Casarez
Efren Casarez, Program Manager
Business Opportunity Programs

EXHIBIT “C”
Insurance Requirements



LEONGAR-02

HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Shepard Insurance Agency 5801 N 10th St Ste 600 McAllen, TX 78504	CONTACT NAME:		
	PHONE (A/C No. Ext): (956) 686-3888	FAX (A/C No.): (956) 682-5650	
	E-MAIL ADDRESS: shepard@shepins.com		
INSURED Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Hallmark Ins Co of TX		43494
	INSURER B: Hartford Ins Co of the Midwest		37478
	INSURER C: Kinsale Insurance Company		
	INSURER D:		
	INSURER E:		

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	ADJ. SUBR INSD. WVC	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	X	44CL49131903	5/18/2019	5/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES / (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		44CL49131903	5/18/2019	5/18/2020	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 EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		44CL49131903	5/18/2019	5/18/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A * see description under DESCRIPTION OF OPERATIONS below	X	65WBCAR0136	5/18/2019	5/18/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab	X	0100038816-3	5/18/2019	5/18/2020	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Form CG0205 12 04 - 30 Day Notice of Cancellation

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 \$10,000

Units:

2014 Toyota #5TFUM5F17EX052999;

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-570923

Date Filed:
12/17/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LEONEL GARZA, JR. & ASSOCIATES,
MCALLEN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY HEAD START PROGRAM

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-20-001-01-15
APPRAISAL SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GARZA, III, LEONEL	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party.

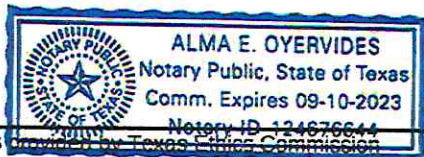
6 UNSWORN DECLARATION

My name is Leonel Garza, III, and my date of birth is November 9, 1972.

My address is 1413 Northgate Lane, McAllen, Texas, 78504, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 17th day of Dec., 2019.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant) Leonel Garza, III