



Hidalgo County Head Start Program Policy Council Agenda

DATE: June 14, 2023

SUBJECT: Approval to Enter into the Best and Final Negotiated Contract with Leonel Garza, Jr. & Associates in the Amount of \$13,500.00 for Appraisal Services of Eighteen (18) 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 09/27/22.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.

RELATED INFORMATION INCLUDED: Proposal and Professional Services Contract

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-23-003-06-14

THIS AGREEMENT is made effective the 12TH day of July, **2023**, by and between **Hidalgo County Head Start Program** (“Program”) and **Leonel Garza, Jr. & Associates, LLC** (“Appraiser”).

W I T N E S S E T H:

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: Irma Peña – 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 July 11, 2023.

**HIDALGO COUNTY
HEAD START PROGRAM**

By: _____
Richard Cortez, County Judge

By: _____
Irma Peña, Executive Director

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Ricardo González, P.C.
DBA, Oxford & González

By: _____
Richardo González

Date Approved by Policy Council: 06-14-2023
Date Approved by County Commissioner: 07-11-2023

EXHIBIT “B”
Services and Fees



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

June 5, 2023

APPRAISAL SERVICES BID

To: Hidalgo County Head Start Program
c/o: Ambrosio Tovar, Procurement Director
1901 W State Highway 107
McAllen, Texas 78504

Project: Hidalgo County Headstart Program Facilities
Projected Time Frame: Approximately 4 to 6 weeks
No. of Appraisals: 18 Locations
Type of Appraisal: Restricted Use
Price: \$750.00 Each
Total Est. Cost: \$13,500
Deliverables: Three (3) original reports & Electronic (PDF)
Client & Intended User: Hidalgo County Head Start Program.
Intended Use: Internal review and / or program development planning

The project will consist of a single report that will combine the appraisal of 18 separate locations throughout Hidalgo County owned and or operated by the Hidalgo County Headstart Program. The report shall be a restricted use report designed for the needs of the client and the intended user(s). The time frame is an estimate and will be based on the availability of the appraisers to access each location for purposes of the photographing and measuring any and all contributory improvements. List of campuses are as follows:

1. Chapa Elementary (La Joya ISD)
2. Edinburg Head Start (Formerly Edinburg IV)
3. Edinburg North Head Start (Formerly Edinburg V)
4. Escandon Elementary – McAllen ISD
5. MEL Early Learning – Mercedes ISD
6. Monte Alto Elementary – Monte Alto ISD
7. Palmview Head Start (Formerly Palmview II)
8. Salinas Elementary – Mission Cisd
9. Sotomayor Elementary – PSJA ISD
10. San Carlos Head Start
11. Salinas Elementary – Donna ISD
12. San Juan Head Start (Formerly San Juan II)
13. Singleterry Elementary – Donna ISD
14. Tabasco Elementary – La Joya ISD
15. Travis Elementary – Mercedes ISD
16. Wilson Elementary – McAllen ISD
17. Edcouch Kitchen
18. Palmview Kitchen

Thank you for the opportunity:



Leonel Garza III,
Certified Real Estate Appraiser
TX-1328375-G



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

LEONEL GARZA III

President of Leonel Garza, Jr. & Associates, LLC
State Certified General Real Estate Appraiser

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

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

Professional Organizations & Public Service

Appraisal Institute
Practicing Affiliate #303542

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).

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 review's 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 May 1999 – Active Member.

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 setbacks, 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 January 2005. – Active Member

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.



**Certified General
Real Estate Appraiser**

Appraiser: **Leonel Garza III**
License #: **TX 1328375 G** License Expires: **12/31/2024**

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

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.



Chelsea Buchholtz
Commissioner

EXHIBIT “C”
Insurance Requirements

AGENCY CUSTOMER ID: 00275102

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Shepard Insurance Group		NAMED INSURED Leonel Garza Jr & Associates LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

#BA2003 10 10

BA- Blanket Waiver of Subrogation included as per Form #BA2004 10 10

Units:

2014 Toyota #5TFUM5F17EX052999