

Hidalgo County Head Start Program Policy Council Agenda

DATE: December 10, 2024

SUBJECT: Approval to Enter into the Best and Final Negotiated Contract with Leonel Garza, Jr. & Associates in the Amount of \$4,500.00 for Appraisal Services of the Head Start Facilities

RATIONALE/NEED: To obtain professional services in assessing the market value on six (6) portable buildings to request disposition from the funding source, DHHS. These portable buildings are located at Donna, Hidalgo, La Joya, Las Milpas, Palmview, and San Juan.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.

RELATED INFORMATION INCLUDED: Contract and Scope of Services

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

REVIEWED BY: Dr. Nereyda Cantu, Assistant Director *N. Cantu*

PROGRAM DIRECTOR'S APPROVAL: *ABD*

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-24-003-12-17

THIS AGREEMENT is made effective the 17th day of December **2024**, 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 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, The program agrees to pay Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The 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 – Executive 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).

APPROVED BY COMMISSIONER'S COURT ON December 17th, 2024.

**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:  _____
Ricardo González

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

EXHIBIT “B”
Services and Fees



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

APPRAISAL SERVICES BID

November 1, 2024

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W State Highway 107
McAllen, Texas 78504
Office (956) 383-0706

Mr. Tovar:

As per your request, the following is our estimate for an appraisal report for six (6) portable buildings located throughout Hidalgo County. The appraisal will determine the market value of the properties. The determination of market value adheres to the standards outlined by the Uniform Standards of Professional Appraisal Practice 2024 (USPAP), Texas Property Code, Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and Senate Bill 18 (SB-18).

Properties:	Hidalgo County Headstart Program Facilities (portable buildings)
Projected Time Frame:	4-6 weeks
No. of Appraisals:	6 locations
Type of Appraisal	Restricted Use
Cost of Appraisal	\$750 each
Total Est Cost	\$4,500
Intended Use of Appraisal	Internal review and /or program development planning

Donna II Head Start
1715 Miller Ave.
Donna, TX 78537

Hidalgo Head Start
621 South 5th Street
Hidalgo, TX 78557

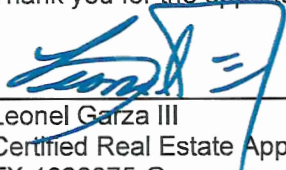
La Joya Head Start
105 E. 5th & Leo Ave.
La Joya, TX

Las Milpas Head Start
714 Zapata Ave.
Pharr, TX 78577

Palmview III (Demolish)
1208 Paula Dr., Unit 3
Palmview, TX 78574

San Juan I Head Start
200 North Cougar
San Juan, TX 78589

Thank you for the opportunity:



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



QUALIFICATION OF APPRAISER

LEONEL GARZA III, PRESIDENT

Leonel Garza Jr. & Associates LLC
1419 W Dove Avenue, McAllen, Texas 78504
Office (956) 687-7295
Email leonel3@garza-associates.com
Website www.garza-associates.com



EDUCATION

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

LICENSES

State Certified General Real Estate Appraiser
TX-1328375 G Expires: December 31, 2024

State Certified Property Tax Consultant
TX-00003181 Expires: June 16, 2025

OTHER CERTIFICATIONS

Disadvantaged Business Enterprise (DBE)
Texas Historically Underutilized Business (HUB)



PROFESSIONAL ORGANIZATIONS

Practicing Affiliate of the Appraisal Institute (303542)
International Right of Way Association (IRWA) Associate Member (7899430)

ACTIVE PUBLIC SERVICE

Hidalgo County Subdivision Advisory Board	Chairman
Hidalgo County Building Line of Adjustments	Chairman
Spina Bifida-250 / Suzanna Smiles Organization	Board Member
Gladys Porter Zoo	Board Member

PAST PUBLIC SERVICE

McAllen Planning and Zoning Board	Chairman
McAllen Zoning Board of Adjustments and Appeals	Chairman
McAllen Traffic Commission Board	Vice Chairman
McAllen Ambulance Advisory Committee	Vice Chairman
McAllen Building Board of Adjustments and Appeals	Member
McAllen Palm City Lions Club	Member

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Consult us for any general commercial real estate, and estate evaluation queries.

Contact Us

SPECIALIZING IN EMINENT DOMAIN VALUATION AND REVIEW SERVICES

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



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CONTACT INFORMATION

GARZA & ASSOCIATES

1419 W Dove Ave., Suite 1
McAllen, TX 78504

Phone: (956) 687-7295

Fax: (956) 687-9236

leone13@garza-associates.com

Hours:

Monday-Friday:
8:00 AM - 5:00 PM