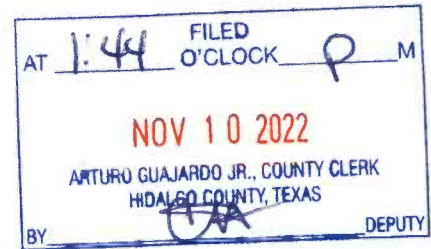


STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



PROFESSIONAL SERVICES CONTRACT
C-22-006-11-01

THIS AGREEMENT is made effective the 1st day of November, **2022**, 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: 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 November 1, 2022.

**HIDALGO COUNTY
HEAD START PROGRAM**

By: *Richard Cortez*
Richard Cortez, County Judge

By: *Irma Peña*
Irma Peña, Executive Director

APPRAISER:

Leonel Garza, Jr. & Associates, LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: *Arturo Guajardo, Jr.*
Arturo Guajardo, Jr., County Clerk



APPROVED AS TO FORM:

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

By: *Ricardo González*
Richardo González

APPROVED BY
COMMISSIONERS COURT
ON: 11/1/22 BMS

Date Approved by Policy Council: 10-20-2022
Date Approved by County Commissioner: 11-01-2022

Exhibit "B"



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

Exhibit "B"

October 10, 2022

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:	20 Locations
Type of Appraisal:	Restricted Use
Price:	\$750.00 Each
Total Est. Cost:	\$15,000
Deliverables	Two (2) 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 20 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.

Thank you for the opportunity:

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

EXHIBIT "B"

Appraisal List

<p>1. Marcia R. Garza H/S</p> <p>C.M.: MARY DE LA ROSA 810 El Gato Rd. Alamo, TX 78516 Phone: #354-2789 Fax: #354-3292</p>	<p>6. FARIAS H/S</p> <p>C.M.: ALMA Trevino 1100 W. Acacia St. Alamo, TX 78516 Phone: #354-2114 Ext:7545 Fax: #354-3070</p>	<p>11. MERCEDES H/S</p> <p>C.M.: Veronica Zamora 950 W. 6th St Mercedes, TX 78570-3329 Phone: #825-5132 Fax: #514-2353</p>	<p>16. JUAN SEGUIN H/S</p> <p>C.M.: Marianita Garcia 8500 Western Rd. Mission, TX 78572 Phone: #323-2340 Fax: #323-2341</p>
<p>2. ALVAREZ H/S</p> <p>C.M.: Janie Peralez 2606 Gumwood McAllen, TX 78501 Phone: #661-4446 Fax: #971-1185</p>	<p>7. JRG HS (EDCOUCH)</p> <p>C.M.: Nereyda Ramirez 1210 Santa Rosa Ave. Edcouch, TX 78538 262-0422 Phone: #262-0420/262-0421 Fax: #262-0423</p>	<p>12. MISSION II H/S</p> <p>C.M.: Martha Vara 1105 East 8th St. Mission, TX 78572 Phone: #581-3635 Fax: #583-6218</p>	<p>17. Sam Fordyce H/S</p> <p>C.M.: IDOLINA RIVERA 801 FM 886 Sullivan CITY, TX 78595 Phone: #323-2980 Fax: #323-2981</p>
<p>3. CANTU H/S</p> <p>C.M.: SIMONA PENA 920 W.Main Ave. Mission, TX 78573 Phone: 323-7469/7470/7471 Fax: #323-7580</p>	<p>8. Margo H/S</p> <p>C.M.: Olga Rubio 1701 S. Bridge Ave. Weslaco, TX 78596 Phone: #969-7132 Fax: #969-7133</p>	<p>13. NORTH BRIDGE H/S</p> <p>C.M.: NATALIA SALAS 2001 North Bridge Ave. Weslaco, TX 78596 969-7104 Phone: #969-7101/969-7103 Fax: #969-7105</p>	<p>18. Thigpen Zavala HS</p> <p>C.M.: Maria Casares 2500 Galveston Ave. McAllen, TX 78501 Phone: #657-7870 Fax: #657-1186</p>
<p>4. CARMEN ANAYA H/S</p> <p>C.M.: Beatriz Rangel 1000 W. Dicker Rd Pharr, TX 78577 Phone: #784-8544 Fax #: 354-3073</p>	<p>9. LA JOYA H/S</p> <p>C.M.: Marissa Guerra 105 E. 5th & Leo Ave. La Joya, TX 78560 Phone: #581-2022/581-1372 Fax: # 584-7298</p>	<p>14. PALACIOS H/S</p> <p>C.M.: Ofelia Davila 801 E. Thomas Drive Pharr TX. 78577 Phone: #354-2112 Ext: 7540 Fax: #354-3069</p>	<p>19. UTRGV H/S</p> <p>C.M.: Leonor Garza 1201 W. University Drive COLL. OF ED., RM 1.408/1.410 Edinburg, TX 78539 Ph: #665-2465 / Fax 665-2466</p>
<p>5. DONNA I H/S</p> <p>C.M: MARIA H. NAJERA 1402 Silver Ave. Donna, TX 78537 Phone: #464-2443 Fax: #464-5373</p>	<p>10. LONGORIA H/S</p> <p>C.M.: Margie Moreno 2500 N. Cypress Pharr, TX 78577 Phone: #354-2110 Fax: #354-3068</p>	<p>15. PHARR H/S</p> <p>C.M.: MARIZA GARCIA 415 E. Clark Pharr, TX 78577 Phone: #781-0116/283-7827 Fax: #787-4750</p>	<p>20. Rudy Silva H/S</p> <p>C.M.: Nelda Gonzalez 1001 W Mile 10 Weslaco, TX 78596 Phone: # 969-7134 Fax: #969-7135</p>

Exhibit "C"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2022

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 Group 5801 N 10th St Suite 600 McAllen TX 78504		CONTACT NAME: Enedelia Garcia PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650 E-MAIL ADDRESS: Nellie.Garcia@relationinsurance.com	
INSURED Leonel Garza Jr & Associates LLC 1419 W. Dove Ave, Ste 1 McAllen TX 78504		INSURER(S) AFFORDING COVERAGE INSURER A: American Hallmark Insurance Co of Texas NAIC # 43494 INSURER B: Hartford Insurance Company Of The Midwest 37478 INSURER C: Kinsale Insurance Co 38920 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22-23 Master ALOB

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	ADDL INSD	SUBR WVD	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-JECT <input type="checkbox"/> LOC OTHER:			44CL49131906	05/18/2022	05/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			44CL49131906	05/18/2022	05/18/2023	COMBINED SINGLE LIMIT (Ea 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"/> RETENTION \$ 10,000			44CL49131906	05/18/2022	05/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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	65WBCAR0136	05/18/2022	05/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			TBA	05/18/2022	05/18/2023	See Description 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 \$10,000

GL- Blanket Additional Insured-Primary & Non-Contributory included as per Form #GC1053 04 11

GL- Blanket Waiver of Subrogation included as per Form #GC1018 10 10

BA- Blanket Additional Insured included as per Form

#BA2003 10 10

CERTIFICATE HOLDER**CANCELLATION**

Insured's copy for your records

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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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 #5TFUM5F17EX05299