

**PROFESSIONAL SERVICES AGREEMENT BETWEEN WEBB COUNTY AND
F. LEAL REALTORS, INC.**

WHEREAS at a Webb County Commissioner’s Court Meeting held on the 11th day of April, 2016, the Court approved and awarded Request for Proposal (RFP 2016-64), entitled Real Estate Appraisal Services to F. Leal Realtors, Inc., a/k/a Frank Leal Real Estate Appraisals, to appraise three (3) unoccupied County owned buildings located in downtown Laredo, Webb County, Texas.

NOW, THEREFORE, IT IS AGREED by, and between the parties hereto the County of Webb, by and through its Commissioner’s Court, hereinafter referred to as “County” and F. Leal Realtors, Inc., a/k/a Frank Leal Real Estate Appraisals, hereinafter collectively referred to as “Professional” as follows;

Effective Date, Completion Date and Termination Date

The effective date of this Agreement is April ____th, 2016, and the appraisals shall be completed and submitted to COUNTY, on or before thirty (30) days after the execution of this agreement and shall terminate upon final review and written acceptance of the three (3) completed appraisals by COUNTY.

Real Estate Appraisal Services

Professional will prepare and submit in writing three (3) commercial property appraisals for the following properties, which appraisal services shall incorporate the scope of work and requirements set forth in the Request for Proposal (RFP 2016-64), entitled Real Estate Appraisal Services attached hereto as Exhibit “A”, and incorporated by reference for all intents and purposes.

- 1.) 409 San Bernardo Ave., Laredo, Texas 78040.....\$2,975.00
- 2.) 801 Grant St., Laredo, Texas 78040.....\$2,975.00
- 3.) 805 Grant St., Laredo, Texas 78040.....\$3,975.00

Compensation

The County of Webb shall pay to Professional for such services the total sum of NINE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 CENTS (\$9,925.00) for the above described services, to be paid within 30 days after completion, review and acceptance of the three (3) real estate appraisals.

Independent Contractor

In the performance of work, duties, and obligations required of the Professional, whether one or more, under this Agreement, it is mutually understood, and agreed, that Professional is, at all times, acting and performing as an independent contractor. Webb County’s sole interest is to assure that Professional’s services be performed and rendered in a competent, efficient, and satisfactory manner. The Professional hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

Additional Services and Expenses

Additional services or expenses, not included in this agreement, require a written request by County and prior approval by the Webb County Commissioner's Court, or County will not compensate these costs.

Terms and Conditions

The Professional certifies, and affirms, that he is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Professional shall advise the County, in writing, of any change in status of the Professional which may materially affect the ability of Professional to legally, or professionally, carry out the duties herein.

This Agreement, is "at will", and may be terminated at any time, by written notice, of either party.

This Agreement may be modified, only in writing, executed by both parties.

Any notices required to be sent hereunder shall be sent as follows:

TO: Frank Leal, d/b/a
F. Leal Realtors, Inc.
3017 E. Lyon St., #1
Laredo, Texas 78043

TO: Leticia Gutierrez
Webb County Interim Purchasing Agent
1110 Washington St.
Laredo, Texas 78042

SEVERABILITY

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Prohibitions against Assignment

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and shall be enforced in the Webb County, Texas.

Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered, or forty (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or

understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

Amendment

No changes to this Agreement shall be made except upon a signed written agreement of both parties.

Confidentiality

Any confidential information provided to, or developed by, PROFESSIONAL, in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY. All work products, whether in draft or final form are the sole property of Webb County and may not be used by PROFESSIONAL for any purpose without written consent of COUNTY.

Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

Counterparts

This Agreement maybe executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this ____ day of APRIL, 2016.

WEBB COUNTY, TEXAS

F. LEAL REALTORS, INC.

Tano Tijerina
Webb County Judge

Frank Leal, Jr., President

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

