



## Agenda of Regular Meeting

### The Board of Trustees McAllen Independent School District

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<b>VISION</b>	The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.
<b>MISSION</b>	The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.
<b>GOALS</b>	<ol style="list-style-type: none"><li>1. Student Achievement/Student Focus</li><li>2. People Development</li><li>3. Facility Priorities</li><li>4. Financial Priorities</li></ol>
<b>STRATEGIES</b>	<ol style="list-style-type: none"><li>1. Branding</li><li>2. Attract/Retain High Quality Staff</li><li>3. Engaging Learning Environment</li><li>4. Rigorous/World Class Standards to Customize for Every Learner</li><li>5. Partnerships with Business/Civic/Education/Organizations</li><li>6. Future Ready Students</li><li>7. Financial Priorities</li></ol>

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, September 28, 2020, beginning at 5:00 PM Auditorium/McAllen High School, 2021 La Vista, McAllen, TX 78501.

Due to health and safety concerns related to COVID-19 coronavirus, this meeting will also be conducted by video conference on the following site [www.mcallenisd.org](http://www.mcallenisd.org). At least a quorum of the Board will be participating in person at the Auditorium/McAllen High School, 2021 La Vista, McAllen, TX 78501 in accordance with the provisions of Section 555.127 of the Texas Government Code.

Public comments related to this meeting will be handled as follows: Public comments may be made in person subject to social distancing requirements at the Auditorium/McAllen High School, 2021 La Vista, McAllen, TX 78501, by use of the following video conference site: <https://www.mcallenisd.org/page/public-comments> or by telephone call to the following number 956 618-6094.

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Attention: The regular business portion of the meeting for the public, beginning with agenda item #4, will begin at approximately 6:00 p.m.

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

**1. CALL MEETING TO ORDER**

**2. PUBLIC COMMENT(S)**

**3. RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074 Texas Government Code, to discuss the following:**

A) Human Resources Recommendation(s) for School Year 2020-2021

B) Human Resources Employee Resignation(s) for School Year 2020-2021

C) Pending and/or Potential Litigation

D) Possible Real Estate Acquisition

**4. RECONVENE IN OPEN SESSION**

**5. INVOCATION**

**6. PLEDGE OF ALLEGIANCE**

**7. SUPERINTENDENT'S REPORT(S) - McAllen Shared Spectrum CBRS**

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**8. RECOGNITION(S)**

**9. PROCLAMATION(S)**

A) Approval of Proclamation Regarding Persons with Disabilities History and Awareness Month (October 2020)

Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

B) Approval of Proclamation Regarding Down Syndrome Awareness Month (October 2020)

Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

C) Approval of Proclamation Regarding Bullying Prevention Month

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**10. DONATION(S)**

**11. BOARD MEMBER(S), BOARD COMMITTEE(S) AND DISTRICT REPORT(S)**

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Sam Saldivar, Jr.

2. Human Resources Briefing - Chair - Tony Forina

3. District Operations Briefing - Chair - Debbie Crane Aliseda

4. Business Operations Briefing - Chair - Danny Vela

B) District Reports

1. Report Regarding Plans for Extracurricular Activities for McAllen ISD

Item Submitted: Paula Gonzalez, Athletic Director

**Presenter:** Dr. J. A. Gonzalez, Superintendent

2. Report Regarding Facilities, Maintenance and Operations Projects

Item Submitted: Arely Benavides, Assistant Superintendent District Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

3. Report Regarding Evaluation Matrix on Competitive Sealed Proposal No. 2021-022 -  
Agricultural Learning Center  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

4. Report Regarding Taxes Collected for August 2020  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

5. Report Regarding the Monthly Financial Report for June 2020  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**12. ACTION ON ITEM(S) IN CLOSED SESSION**

- A) Approval of Human Resources Recommendation(s) for School Year 2020-2021  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- B) Human Resources Employee Resignation(s) for School Year 2020-2021  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- C) Pending and/or Potential Litigation
- D) Possible Real Estate Acquisition

**13. CONSENT AGENDA ITEMS**

- A) Approval of Request for Maximum Class Size Waiver Application for 2020-2021  
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- B) Approval of 2020-2021 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**14. INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

- A) **Instructional Services Item(s)** (Dr. Silvia Ibarra) **Instructional Leadership Item(s)** (Bridgette Vieh)

1. Approval of Asynchronous Plan for Submission to the Texas Education Agency  
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- B) **Human Resources Item(s)** (Todd Miller)

- C) **District Operations Item(s)** (Arely Benavides)

1. Approval of Business Associate Addendum to Interlocal Cooperation Agreement No. 2020-266 Between Hidalgo County and McAllen Independent School District  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
2. Approval of Bid No. 2021-107 Sale of Real Property (Old I&G) and Resolution No. 2021-139 with Maria Dolores Diaz  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
3. Approval of Bid No. 2021-108 Sale of Real Property (Jackson) and Resolution No. 2021-152 with Domain Development Corp  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
4. Approval of Memorandum of Understanding No. 2021-151 with the City of McAllen for the Press Box Renovations  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent

**D) Business Operations Item(s)** (Cynthia Medrano Richards)

**E) Board of Trustees Item(s)**

1. Approval of Fourth Amendment to Superintendent's Employment Contract
2. Approval of Board of Education Meeting Minutes
  - a) Special Board Meeting, September 10, 2020 5:00 P.M.
  - b) Regular Board Meeting, September 14, 2020 5:00 P.M.

**15. SCHEDULE OF FUTURE MEETINGS**

- A) Regular Board Meeting - October 13, 2020 - 5:00 P.M. - TBD
- B) Regular Board Meeting - October 26, 2020 - 5:00 P.M. - TBD

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**16. CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.**

**17. OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.**

**18. ADJOURNMENT**

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*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on September at P.M.  
Natalia Goza  
For the Board of Trustees*

**BOARD AGENDA REPORT**  
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBJECT:** Approval of Proclamation Regarding Down Syndrome Awareness Month (October 2020)

**REFERENCE:** Goal 1: Student Achievement/Student Focus

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

October (2020) is Down Syndrome Awareness Month. This gives us an opportunity to recognize those with Down Syndrome and the efforts of the Special Education Department. Approximately 1 in every 700 babies in the United States is born with Down Syndrome, making it the most common chromosomal condition. Down Syndrome Awareness Month is a chance to spread awareness as well as celebrate people with Down Syndrome and their abilities and accomplishments. By dedicating October as Down Syndrome Awareness month, we are able to make others aware of the wonderful abilities those with downs syndrome have and the amazing accomplishments they achieve . Please join us in dedicating this month to celebrate these accomplishments and achievements.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:** N/A

**LEGAL REVIEW:**

None required.

**BUDGETARY CONSIDERATIONS:** None

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the Proclamation Regarding Down Syndrome Awareness Month (October 2020).

**SUBMITTED BY:** *Maribelle Elizondo (Spec Ed)*  
Maribelle Elizondo (Spec Ed) (Sep 21, 2020 17:34 CDT)

**SUPERVISOR:** *Silvia Ibarra*  
Silvia Ibarra (Sep 21, 2020 18:12 CDT)

For further information contact:  
Name: Maribelle Elizondo  
Office: (956) 632-3285  
eMail: maribelle.elizondo@mcallenisd.net

**Approved for presentation to the Board of Education:**

*J. Adansky*

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**Superintendent of Schools**

Sep 21, 2020



# *Proclamation*

*State of Texas  
County of Hidalgo  
McAllen Independent School District*

*Whereas*, approximately one in every 800 children are born with Down Syndrome, representing approximately 5,000 births per year in the United States. Research and early intervention have resulted in dramatic improvements in the lifespan and potential; and

*Whereas*, people with Down Syndrome possess a wide range of abilities, and are active participants in educational, occupational, social, and recreational circles of the community; and

*Whereas*, McAllen ISD has supported families who have children with disabilities, and special healthcare needs and desires to increase the support network and support groups of those with Down Syndrome across our state.

*Now Therefore*, I, Tony Forina, Member, Board of Trustees of the McAllen Independent School District, do hereby proclaim the month of October 2020 as

## *“Down Syndrome Awareness Month”*

I call upon all residents and public schools to join in celebration of the many achievements of people with disabilities and their continual contribution to our community and schools.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 28<sup>th</sup> day of September 2020.

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Tony Forina, Secretary, Board of Trustees  
McAllen Independent School District


*Attest:*

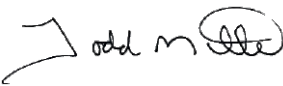
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Conrado Alvarado, President, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



7  
**Superintendent of Schools** **Sep 23, 2020**



# *Proclamation*

*State of Texas  
County of Hidalgo  
McAllen Independent School District*

**WHEREAS,** We must safeguard schools and communities for our students, and, through our recognition of the serious issues that face them each day, offer our children an environment that holds promise and security; and

**WHEREAS,** It is important that we acknowledge and heighten awareness about the serious issues and the negative effects of bullying, including the long-term damage it can cause in our students; and

**WHEREAS,** Providing a safe physical and emotional environment is a significant goal and a personal responsibility of each individual; and

**NOW, THEREFORE,** I, Conrado Alvarado, President, Board of Trustees of the McAllen Independent School District, do hereby proclaim the month of October 2020 as

## *“Bullying Prevention Month”*

*IN WITNESS WHEREOF,* I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on the 28th day of September 2020.

\_\_\_\_\_  
Conrado Alvarado, President, Board of Trustees  
McAllen Independent School District

*Attest:*

\_\_\_\_\_  
Tony Forina, Secretary, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Silvia Ibarra (Sep 25, 2020 13:19 CDT)

**Approved for presentation to the Board of Education:**



9 \_\_\_\_\_  
**Superintendent of Schools**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBJECT:** Report Regarding Facilities, Maintenance & Operations Monthly Projects

**REFERENCE:** Goal 3: Facilities Priorities; Strategy 3: Engaging Learning Environment

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

A monthly report from Facilities, Maintenance & Operations Department about various projects throughout the District is presented every month. Topics highlighted this month include:

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

**Completed Projects:**

Brown MS A/C Upgrades  
Restroom Partition Replacements/Painting-Alvarez ES, Brown MS, Lamar Academy  
District Wide Hand Sanitizer Installs - Approximately 2500 Dispensers

**Ongoing Projects:**

McAllen HS A/C Upgrades  
Science Lab Upgrades at McHigh (3), Memorial (3), Rowe (3), Lamar Academy (1), AECHS (2)  
CNP Serving Line Replacement-Seguín ES, Bonham ES, Gonzalez ES, Jackson ES,  
Garza ES, Wilson ES, AECHS, Travis MS, Castaneda ES, Lamar Academy, Cathey MS  
Fire Alarm Replacements at Cathey MS, Crockett Admin, Navarro Admin, Castaneda ES,  
Travis MS, Jackson ES  
Auditorium Painting at Memorial HS and Rowe HS  
Water Bottle Filling Stations - 184 District Wide  
District Wide Hand Washing Sink Installs - Approximately 49 Sinks  
\*All Elementary Campuses Complete  
McAllen ISD - Agricultural Learning Center

**Upcoming Projects:**

Culinary Arts Building at Achieve  
Memorial HS Tennis Court Resurfacing  
Lamar RR Partitions - Phase 2  
McAllen ISD - MVMS Pressbox  
Memorial HS Roof Replacement |  
Intercom Replacement (9)  
CDBG-Houston ES Playground Renovations

**Submitted/Completed**

Workorders: August 554 / 245

**LEGAL REVIEW:**

None required.

**BUDGETARY CONSIDERATIONS:**

None required.

**RECOMMENDED BOARD ACTION:**

The Report Regarding Facilities, Maintenance & Operations is submitted for information purposes only.



**SUBMITTED BY:**  \_\_\_\_\_

**SUPERVISOR:**  \_\_\_\_\_  
Arely Benavides (Sep 23, 2020 14:20 CDT)

For further information contact:

Name: Ruben Trevino  
Office: (956) 632-3200  
eMail: ruben.trevino@mcallenisd.net

**Approved for presentation to the Board of Education:**



10 \_\_\_\_\_  
**Superintendent of Schools**

# Report Regarding Facilities Maintenance & Operations Projects

1

September<sup>11</sup>28, 2020

# Report Regarding Facilities Maintenance & Operations Projects



## Complete Projects:

- **Brown MS A/C Upgrades**



2  
9/23/2020  
(MTN)

# Report Regarding Facilities Maintenance & Operations Projects

## Complete Projects:

- **Restroom Partition Replacements/Painting**
  - **Alvarez ES**
  - **Brown MS**
  - **Lamar Academy**



3

(MTN)  
9/23/2020

# Report Regarding Facilities Maintenance & Operations Projects



## Complete Projects:

- District Wide Hand Sanitizer Installs
  - Approximately 2500 Dispensers



4

(Local 199 Funds)



14

9/23/2020

# Report Regarding Facilities Maintenance & Operations Projects



## Ongoing Projects:

- McAllen HS A/C Upgrades



5

9/23/2020  
(MTN)

# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects:

- Science Lab Upgrades
  - McAllen HS (3)
  - Memorial HS (3)
  - Rowe HS (3)
  - Lamar Academy (1)
  - AECHS (2)

6

(MTN)

9/23/2020



# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects:

- **CNP Serving Line Replacement**
  - Seguin ES
  - Bonham ES
  - Gonzalez ES
  - Jackson ES
  - Garza ES
  - Wilson ES
  - AECHS
  - Travis MS
  - Castaneda ES
  - Lamar Academy
  - Cathey MS

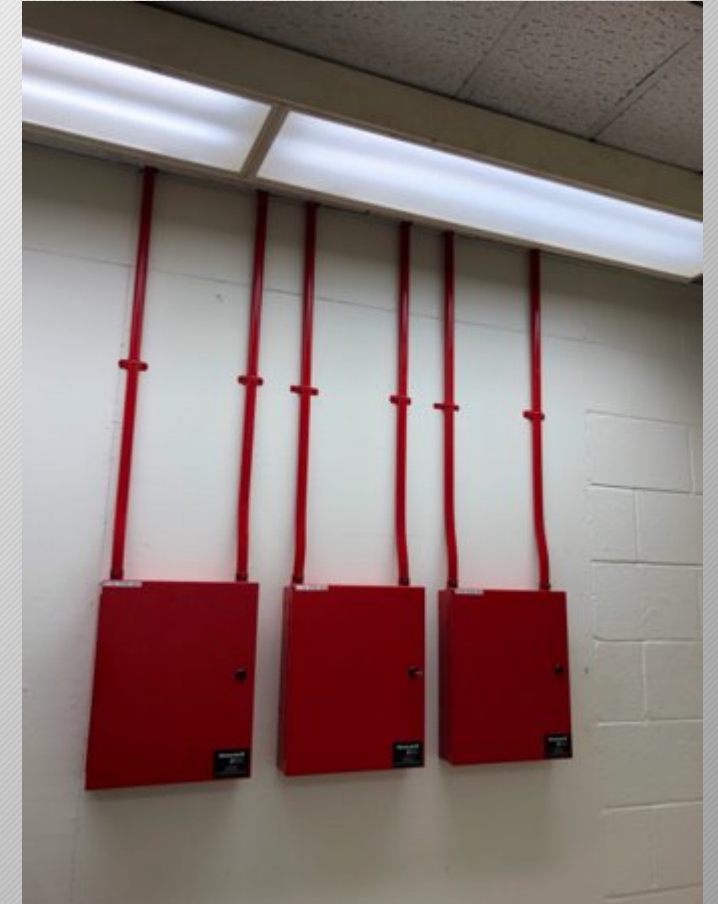


**(CNP Funds)**

## Report Regarding Facilities Maintenance & Operations Projects

### Ongoing Projects:

- **Fire Alarm Replacements (6)**
  - **Cathey MS**
  - **Crockett Admin**
  - **Navarro Admin**
  - **Castaneda ES**
  - **Travis MS**
  - **Jackson ES**



# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects:

- Auditorium Painting
  - Memorial HS
  - Rowe HS



# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects:

- **Water Bottle Filling Stations**
  - **184 District Wide**



10

9/23/2020  
(CNP)

20

# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects:

- **District Wide Hand Washing Sink Installs**
  - **Approximately 49 Sinks**
- \*All Elementary Campuses - Complete**



11

**(Local 199 Funds)**

# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects:

- **McAllen ISD  
Agricultural Learning Center**



**12**  
**(Local 199 Funds)**

## Report Regarding Facilities Maintenance & Operations Projects



### Upcoming Projects:

- Culinary Arts at AECHS
- Memorial HS Tennis Court Resurfacing
- Lamar RR Partitions - Phase 2
- Stadium Pressbox
- Memorial HS Roof Replacement
- Intercom Replacements (9)
- CDBG – Houston ES Playground Renovations

13

# Report Regarding Facilities Maintenance & Operations Projects

## Submitted/Completed Work Orders

✓ August 554 / 245



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** 

**SUPERVISOR:**   
Arely Benavides (Sep 24, 2020 17:17 CDT)

**Approved for presentation to the Board of Education:**



**25** \_\_\_\_\_  
**Superintendent of Schools**

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center **Revised**

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center

Vendor:

		Celso Gonzalez Construction, Inc.	D Wilson Construction Co.	E-Con Group, LLC	Gerlach Builders LLC dba Wil-Con	Holchemont, Ltd.	NM Contracting	Peacock General Contractors Inc.	
<b>Rank</b> → →		<b>1</b>	<b>5</b>	<b>8</b>	<b>4</b>	<b>9</b>	<b>3</b>	<b>6</b>	
<b>Total Points</b> °		100.00	99.50	88.26	84.43	90.87	84.11	91.32	87.87
1	<b>AMOUNT/BASE BID (CONTINGENCY INCLUDED)</b>	Max. Pts ↓	<b>\$2,720,000.00</b>	<b>\$3,382,000.00</b>	<b>\$3,370,000.00</b>	<b>\$2,820,000.00</b>	<b>\$3,700,000.00</b>	<b>\$3,119,500.00</b>	<b>\$3,240,000.00</b>
	Proposed construction contract price (Base price). Contract price shall include both base price and total alternate price. Final weighting distribution between base Price and total of alternates will be a calculated percentage.	<b>60</b>	60.0	48.3	48.4	57.9	44.1	52.3	50.4
2	List three (3) references of current or past projects completed within the past five (5) years of similar scope and size								
	<ul style="list-style-type: none"> <li>The quality of the work provided by bidder.</li> <li>The bidder's history of providing warranty documents.</li> <li>The bidder's history of timeliness in completing warranty work.</li> <li>The bidder's history of staying on schedule.</li> <li>The bidder's cooperative attitude when working with the owner and its architect in resolving construction issues.</li> <li>The bidder's history of providing detailed documentation and a fair assessment of change order pricing.</li> <li>The bidder's history of repeat business with owner(s).</li> </ul>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>								
3	List any claims, judgments, arbitration proceedings or suits pending or outstanding against your company or its officers. If any, summarize the nature of the claims.	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
4	List current or past MISD projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>1</b>	<b>0.5</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>		<i>1 same scope, not same size</i>	<i>stadium</i>	<i>None listed</i>	<i>None listed</i>	<i>Not same scope/size</i>	<i>None listed</i>	<i>None listed</i>
5	List three (3) current or past K-12 projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>								
6	List current or past Non K-12 projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>								
7	List and attach three (3) references from major suppliers and/or sub-contractors within the past two (2) years which specifically address a) history of paying sub-contractors b) providing materials on time (Reference letters must be dated).	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
8	List your company's history of on-time project completion (based on responses stated in questions 4-6)	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
9	List your company's history of repeat business with project owner(s) for similar scope and size.	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
10	Attach "Workers Compensation Experience Rating" for the last three (3) years and the corresponding letter from your insurance agent (from 2017 to present).	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>1.5</b>
					<i>None provided</i>			<i>Form not provided</i>	
11	Attach "OSHA Form 300 Log of Work-Related Injuries and Illnesses" for the last three (3) years addressing the following: Number of injuries and illnesses; Number of lost time accidents; Number of recordable cases; Number of fatalities; Number of employee direct hire fixed hours worked (round to 1,000's)	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
12	Attach your company's safety orientation & program manual and/or procedures.	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
13	State the frequency safety inspections are conducted for projects	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
14	Attach your company's drug/alcohol prevention policy and/or procedures.	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center		Vendor:	Celso Gonzalez Construction, Inc.	D Wilson Construction Co.	E-Con Group, LLC	Gerlach Builders LLC dba Wil-Con	Holchemont, Ltd.	NM Contracting	Peacock General Contractors Inc.
15	<p>Select the correct statement:</p> <ul style="list-style-type: none"> <li>General Contractor and will utilize 100% of your own forces. Describe the sufficient resources your company has to manage staff and successfully perform the work</li> <li>Joint venture or other type of arrangement. Describe type of arrangement. If using subcontractors, list the subcontractors by trade that will be assigned to this project.</li> </ul>	1	1	1	1	1	1	1	1
16	<p>List names of individuals and their job descriptions for Project Manager, Assistant Project Manager, Project Superintendent, Assistant Project Superintendent and MEP Quality Control Specialist who will be assigned for the entire duration of the Project. Attach resumes and include details listed in section 11.18 of the CSP</p> <ul style="list-style-type: none"> <li>Amount of time assigned to project;</li> <li>Years of experience;</li> <li>Relevant K-12 experience;</li> <li>Certifications</li> </ul>	2	2	2	2	2	2	2	2
17	<p>Attach a letter from your surety company addressing the following points.</p> <p>1) Surety Company</p> <ul style="list-style-type: none"> <li>Listed in the State Board of Insurance, Bond Department's "List of Insurance Companies Licensed to Write Fidelity and Surety Bonds in Texas (<a href="http://www.tdi.texas.gov/commercial/pcbond.html">http://www.tdi.texas.gov/commercial/pcbond.html</a>) <a href="https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm">https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm</a></li> <li>Is authorized to do business in Texas and is authorized to do business up to the limit of the contract.</li> <li>Holds a certificate of authority from the U.S. Secretary of Treasury or has obtained reinsurance for any liability in excess of \$100,000.</li> <li>AM Best Rating</li> </ul> <p>2) Contractor</p> <ul style="list-style-type: none"> <li>Maximum bonding limit for the contractor</li> <li>Aggregate/total available limit of coverage.</li> <li>Years doing business with surety</li> </ul>	2	2	2	2	2	2	2	2
18	<p>List projects that your company currently has in progress. For each project listed address the following points:</p> <ul style="list-style-type: none"> <li>Name of project;</li> <li>Owner's contact person and phone number;</li> <li>Architect, Architect's contact person and phone number;</li> <li>Contract amount;</li> <li>Percent complete;</li> <li>Scheduled completion date;</li> <li>List total worth of work in progress and under contract</li> </ul>	1	1	1	1	1	1	1	1
19	<p>Attach a CURRENT financial statement</p> <ul style="list-style-type: none"> <li>Balance and income statement (indicating current assets, net fixed assets, other assets, current liabilities and other liabilities)</li> <li>Financial statement (indicating name and address of firm preparing financial statement, and date thereof;</li> <li>If the financial statement is not for the identical organization submitting offer, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)</li> </ul>	2	2	2	2	2	2	2	2
20	<p>Select your company's Dun &amp; Bradstreet risk indicator and attach documentation (risk indicator 1 – 4): (1 pt.)</p>	1	1	1	0	0	1	1	1
19	<b>Bid Bond</b>	1	1	1	1	1	1	1	1
20	Attach a proposed project schedule/timeline	2	2	2	0	0	2	2	2
					Not provided.	Not provided			

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center **Revised**

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center

Vendor:

		R. E. Friedrichs Company dba REFCO	Rigney Construction LLC	Scoggins Construction Company, Inc.
<b>Rank</b> → →		<b>10</b>	<b>2</b>	<b>7</b>
<b>Total Points°</b>		100.00	65.25	91.70
		84.58		
<b>1</b>	<b>AMOUNT/BASE BID (CONTINGENCY INCLUDED)</b>	<b>Max. Pts ↓</b> \$3,247,477.00	\$2,930,000.00	\$3,430,000.00
	Proposed construction contract price (Base price). Contract price shall include both base price and total alternate price. Final weighting distribution between base Price and total of alternates will be a calculated percentage.	<b>60</b>	50.3	55.7
	47.6			
<b>2</b>	List three (3) references of current or past projects completed within the past five (5) years of similar scope and size			
	<ul style="list-style-type: none"> <li>The quality of the work provided by bidder.</li> <li>The bidder's history of providing warranty documents.</li> <li>The bidder's history of timeliness in completing warranty work.</li> <li>The bidder's history of staying on schedule.</li> <li>The bidder's cooperative attitude when working with the owner and its architect in resolving construction issues.</li> <li>The bidder's history of providing detailed documentation and a fair assessment of change order pricing.</li> <li>The bidder's history of repeat business with owner(s).</li> </ul>	<b>3</b>	<b>2</b>	<b>2</b>
	3			
	Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)		1/3 did not meet size; 1/3 did not meet scope	
<b>3</b>	List any claims, judgments, arbitration proceedings or suits pending or outstanding against your company or its officers. If any, summarize the nature of the claims.	<b>1</b>	<b>1</b>	<b>1</b>
<b>4</b>	List current or past MISD projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>1</b>	<b>0</b>	<b>0</b>
	Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)		None listed	None listed
<b>5</b>	List three (3) current or past K-12 projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>3</b>	<b>0</b>	<b>3</b>
	Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)		Listed 1 project. Not same size nor scope.	
<b>6</b>	List current or past Non K-12 projects completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>3</b>	<b>0</b>	<b>3</b>
	Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)		None listed	
<b>7</b>	List and attach three (3) references from major suppliers and/or sub-contractors within the past two (2) years which specifically address a) history of paying sub-contractors b) providing materials on time (Reference letters must be dated).	<b>3</b>	<b>0</b>	<b>3</b>
			Letters not included	
<b>8</b>	List your company's history of on-time project completion (based on responses stated in questions 4-6)	<b>3</b>	<b>0</b>	<b>3</b>
			Projects not relevant to question.	
<b>9</b>	List your company's history of repeat business with project owner(s) for similar scope and size.	<b>1</b>	<b>1</b>	<b>1</b>
<b>10</b>	Attach "Workers Compensation Experience Rating" for the last three (3) years and the corresponding letter from your insurance agent (from 2017 to present).	<b>3</b>	<b>0</b>	<b>2</b>
			None provided	1/3 missing
<b>11</b>	Attach "OSHA Form 300 Log of Work-Related Injuries and Illnesses" for the last three (3) years addressing the following: Number of injuries and illnesses; Number of lost time accidents; Number of recordable cases; Number of fatalities; Number of employee direct hire fixed hours worked (round to 1,000's)	<b>3</b>	<b>0</b>	<b>3</b>
			None provided	
<b>12</b>	Attach your company's safety orientation & program manual and/or procedures.	<b>2</b>	<b>2</b>	<b>2</b>
<b>13</b>	State the frequency safety inspections are conducted for projects	<b>1</b>	<b>0</b>	<b>1</b>
			Not provided	
<b>14</b>	Attach your company's drug/alcohol prevention policy and/or procedures.	<b>1</b>	<b>1</b>	<b>1</b>

**Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center** Revised

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center		Vendor:	R. E. Friedrichs Company dba REFCO	Rigney Construction LLC	Scoggins Construction Company, Inc.
15	<p>Select the correct statement:</p> <ul style="list-style-type: none"> <li>General Contractor and will utilize 100% of your own forces. Describe the sufficient resources your company has to manage staff and successfully perform the work</li> <li>Joint venture or other type of arrangement. Describe type of arrangement. If using subcontractors, list the subcontractors by trade that will be assigned to this project.</li> </ul>	1	1	1	1
16	<p>List names of individuals and their job descriptions for Project Manager, Assistant Project Manager, Project Superintendent, Assistant Project Superintendent and MEP Quality Control Specialist who will be assigned for the entire duration of the Project. Attach resumes and include details listed in section 11.18 of the CSP</p> <ul style="list-style-type: none"> <li>Amount of time assigned to project;</li> <li>Years of experience;</li> <li>Relevant K-12 experience;</li> <li>Certifications</li> </ul>	2	2	2	2
17	<p>Attach a letter from your surety company addressing the following points.</p> <p>1) Surety Company</p> <ul style="list-style-type: none"> <li>Listed in the State Board of Insurance, Bond Department's "List of Insurance Companies Licensed to Write Fidelity and Surety Bonds in Texas (<a href="http://www.tdi.texas.gov/commercial/pcbond.html">http://www.tdi.texas.gov/commercial/pcbond.html</a>) <a href="https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm">https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm</a></li> <li>Is authorized to do business in Texas and is authorized to do business up to the limit of the contract.</li> <li>Holds a certificate of authority from the U.S. Secretary of Treasury or has obtained reinsurance for any liability in excess of \$100,000.</li> <li>AM Best Rating</li> </ul> <p>2) Contractor</p> <ul style="list-style-type: none"> <li>Maximum bonding limit for the contractor</li> <li>Aggregate/total available limit of coverage.</li> <li>Years doing business with surety</li> </ul>	2	2	2	2
18	<p>List projects that your company currently has in progress. For each project listed address the following points:</p> <ul style="list-style-type: none"> <li>Name of project;</li> <li>Owner's contact person and phone number;</li> <li>Architect, Architect's contact person and phone number;</li> <li>Contract amount;</li> <li>Percent complete;</li> <li>Scheduled completion date;</li> <li>List total worth of work in progress and under contract</li> </ul>	1	0	1	1
			None provided		
19	<p>Attach a CURRENT financial statement</p> <ul style="list-style-type: none"> <li>Balance and income statement (indicating current assets, net fixed assets, other assets, current liabilities and other liabilities)</li> <li>Financial statement (indicating name and address of firm preparing financial statement, and date thereof;</li> <li>If the financial statement is not for the identical organization submitting offer, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)</li> </ul>	2	2	2	2
20	<p>Select your company's Dun &amp; Bradstreet risk indicator and attach documentation (risk indicator 1 – 4): (1 pt.)</p>	1	0	0	0
			None provided	None provided	None provided
19	<b>Bid Bond</b>	1	1	1	1
20	Attach a proposed project schedule/timeline	2	0	2	2
			Not provided		



**Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center**

**Original**

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center		Vendor:	Celso Gonzalez Construction, Inc.	D Wilson Construction Co.	E-Con Group, LLC	Gerlach Builders LLC dba Wll-Con	Holchemont, Ltd.	NM Contracting
13	<b>State the frequency</b> safety inspections are conducted for projects	1	1	1	1	1	1	1
14	<b>Attach</b> your company's <b>drug/alcohol prevention policy and/or procedures.</b>	1	1	1	1	1	1	1
15	<b>Select</b> the correct statement: <ul style="list-style-type: none"> <li>General Contractor and will utilize 100% of your own forces. Describe the sufficient resources your company has to manage staff and successfully perform the work</li> <li>Joint venture or other type of arrangement. Describe type of arrangement. If using subcontractors, list the subcontractors by trade that will be assigned to this project.</li> </ul>	1	1	1	1	1	1	1
16	<b>List names</b> of individuals and their <b>job descriptions</b> for Project Manager, Assistant Project Manager, Project Superintendent, Assistant Project Superintendent and MEP Quality Control Specialist who will be assigned for the entire duration of the Project. <b>Attach resumes</b> and include details listed in section 11.18 of the CSP <ul style="list-style-type: none"> <li>Amount of time assigned to project;</li> <li>Years of experience;</li> <li>Relevant K-12 experience;</li> <li>Certifications</li> </ul>	2	2	2	2	2	2	2
17	<b>Attach a letter from your surety company</b> addressing the following points. <b>1) Surety Company</b> <ul style="list-style-type: none"> <li>Listed in the State Board of Insurance, Bond Department's "List of Insurance Companies Licensed to Write Fidelity and Surety Bonds in Texas (<a href="http://www.tdi.texas.gov/commercial/pcbond.html">http://www.tdi.texas.gov/commercial/pcbond.html</a>) <a href="https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm">https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm</a></li> <li>Is authorized to do business in Texas and is authorized to do business up to the limit of the contract.</li> <li>Holds a certificate of authority from the U.S. Secretary of Treasury or has obtained reinsurance for any liability in excess of \$100,000.</li> <li>AM Best Rating</li> </ul> <b>2) Contractor</b> <ul style="list-style-type: none"> <li>Maximum bonding limit for the contractor</li> <li>Aggregate/total available limit of coverage.</li> <li>Years doing business with surety</li> </ul>	2	2	2	2	2	2	2
18	<b>List projects</b> that your company <b>currently has in progress.</b> For each project listed address the following points: <ul style="list-style-type: none"> <li>Name of project;</li> <li>Owner's contact person and phone number;</li> <li>Architect, Architect's contact person and phone number;</li> <li>Contract amount;</li> <li>Percent complete;</li> <li>Scheduled completion date;</li> <li>List total worth of work in progress and under contract</li> </ul>	1	1	1	1	1	1	1
19	<b>Attach a CURRENT</b> financial statement <ul style="list-style-type: none"> <li>Balance and income statement (indicating current assets, net fixed assets, other assets, current liabilities and other liabilities)</li> <li>Financial statement (indicating name and address of firm preparing financial statement, and date thereof;</li> <li>If the financial statement is not for the identical organization submitting offer, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)</li> </ul>	2	2	2	2	2	2	2
20	Select your company's Dun & Bradstreet risk indicator and attach documentation (risk indicator 1 – 4): (1 pt.)	1	1	1	0	0	1	1
19	<b>Bid Bond</b>	1	1	1	1	1	1	1
20	<b>Attach</b> a proposed <b>project schedule/timeline</b>	2	2	2	0	0	2	2
				31	None provided	None provided		
					Not provided.	Not provided		

**Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center**

**Original**

Peacock General Contractors Inc.	R. E. Friedrichs Company dba REFCO	Rigney Construction LLC	Scoggins Construction Company, Inc.
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Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center

Vendor:

Rank →→		4	10	2	8	
Total Points°		100.00	87.87	65.25	91.70	81.35
1	<b>AMOUNT/BASE BID (CONTINGENCY INCLUDED)</b> Proposed construction contract price (Base price). Contract price shall include both base price and total alternate price. Final weighting distribution between base Price and total of alternates will be a calculated percentage.	Max. Pts↓ <b>60</b>	<b>\$3,240,000.00</b>	<b>\$3,247,477.00</b>	<b>\$2,930,000.00</b>	<b>\$3,680,000.00</b>
2	<b>List three (3) references</b> of current or past projects completed within the past five (5) years of similar scope and size • The quality of the work provided by bidder. • The bidder's history of providing warranty documents. • The bidder's history of timeliness in completing warranty work. • The bidder's history of staying on schedule. • The bidder's cooperative attitude when working with the owner and its architect in resolving construction issues. • The bidder's history of providing detailed documentation and a fair assessment of change order pricing. • The bidder's history of repeat business with owner(s).	<b>3</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>3</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>			<i>1/3 did not meet size; 1/3 did not meet scope</i>		
3	<b>List any claims</b> , judgments, arbitration proceedings or suits pending or outstanding against your company or its officers. If any, summarize the nature of the claims.	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
4	List current or past <b>MISD projects</b> completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>		<i>None listed</i>	<i>None listed</i>	<i>None listed</i>	<i>None listed</i>
5	List three (3) current or past <b>K-12 projects</b> completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>3</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>			<i>Listed 1 project. Not same size nor scope.</i>		
6	List current or past <b>Non K-12 projects</b> completed within the past five (5) years of similar scope and size where you have been the "Prime Contractor".	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>3</b>
	<i>Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)</i>			<i>None listed</i>		
7	<b>List and attach three (3) references</b> from major suppliers and/or sub-contractors within the past <b>two (2) years</b> which specifically address a) history of paying sub-contractors b) providing materials on time (Reference letters must be dated).	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>3</b>
				<i>Letters not included</i>		
8	List your company's history of <b>on-time project completion</b> (based on responses stated in questions 4-6)	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>3</b>
				<i>Projects not relevant to question.</i>		
9	List your company's history of <b>repeat business</b> with project owner(s) for similar scope and size.	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
10	<b>Attach "Workers Compensation Experience Rating"</b> for the <b>last three (3) years</b> and the corresponding letter from your insurance agent (from 2017 to present).	<b>3</b>	<b>1.5</b>	<b>0</b>	<b>2</b>	<b>2</b>
			<i>Form not provided</i>	<i>None provided</i>	<i>1/3 missing</i>	<i>1/3 missing</i>
11	<b>Attach "OSHA Form 300 Log</b> of Work-Related Injuries and Illnesses" for the <b>last three (3) years</b> addressing the following: Number of injuries and illnesses; Number of lost time accidents; Number of recordable cases; Number of fatalities; Number of employee direct hire fixed hours worked (round to 1,000's)	<b>3</b>	<b>3</b>	<b>0</b> 32	<b>3</b>	<b>3</b>
				<i>None provided</i>		
12	<b>Attach</b> your company's <b>safety orientation &amp; program manual and/or procedures.</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>

**Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center**


**Original**

Competitive Sealed Proposal No. 2021-022 McAllen ISD Agricultural Learning Center		Vendor:	Peacock General Contractors Inc.	R. E. Friedrichs Company dba REFCO	Rigney Construction LLC	Scoggins Construction Company, Inc.
13	<b>State the frequency</b> safety inspections are conducted for projects	1	1	0	1	1
				<i>Not provided</i>		
14	<b>Attach</b> your company's <b>drug/alcohol prevention policy and/or procedures.</b>	1	1	1	1	1
15	<b>Select</b> the correct statement: <ul style="list-style-type: none"> <li>General Contractor and will utilize 100% of your own forces. Describe the sufficient resources your company has to manage staff and successfully perform the work</li> <li>Joint venture or other type of arrangement. Describe type of arrangement. If using subcontractors, list the subcontractors by trade that will be assigned to this project.</li> </ul>	1	1	1	1	1
16	<b>List names</b> of individuals and their <b>job descriptions</b> for Project Manager, Assistant Project Manager, Project Superintendent, Assistant Project Superintendent and MEP Quality Control Specialist who will be assigned for the entire duration of the Project. <b>Attach resumes</b> and include details listed in section 11.18 of the CSP <ul style="list-style-type: none"> <li>Amount of time assigned to project;</li> <li>Years of experience;</li> <li>Relevant K-12 experience;</li> <li>Certifications</li> </ul>	2	2	2	2	2
17	<b>Attach a letter from your surety company</b> addressing the following points. <b>1) Surety Company</b> <ul style="list-style-type: none"> <li>Listed in the State Board of Insurance, Bond Department's "List of Insurance Companies Licensed to Write Fidelity and Surety Bonds in Texas (<a href="http://www.tdi.texas.gov/commercial/pcbond.html">http://www.tdi.texas.gov/commercial/pcbond.html</a>) <a href="https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm">https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm</a></li> <li>Is authorized to do business in Texas and is authorized to do business up to the limit of the contract.</li> <li>Holds a certificate of authority from the U.S. Secretary of Treasury or has obtained reinsurance for any liability in excess of \$100,000.</li> <li>AM Best Rating</li> </ul> <b>2) Contractor</b> <ul style="list-style-type: none"> <li>Maximum bonding limit for the contractor</li> <li>Aggregate/total available limit of coverage.</li> <li>Years doing business with surety</li> </ul>	2	2	2	2	2
18	<b>List projects</b> that your company <b>currently has in progress.</b> For each project listed address the following points: <ul style="list-style-type: none"> <li>Name of project;</li> <li>Owner's contact person and phone number;</li> <li>Architect, Architect's contact person and phone number;</li> <li>Contract amount;</li> <li>Percent complete;</li> <li>Scheduled completion date;</li> <li>List total worth of work in progress and under contract</li> </ul>	1	1	0	1	1
				<i>None provided</i>		
19	<b>Attach a CURRENT</b> financial statement <ul style="list-style-type: none"> <li>Balance and income statement (indicating current assets, net fixed assets, other assets, current liabilities and other liabilities)</li> <li>Financial statement (indicating name and address of firm preparing financial statement, and date thereof;</li> <li>If the financial statement is not for the identical organization submitting offer, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)</li> </ul>	2	2	2	2	2
20	Select your company's Dun & Bradstreet risk indicator and attach documentation (risk indicator 1 – 4): (1 pt.)	1	1	0	0	0
				<i>None provided</i>	<i>None provided</i>	<i>None provided</i>
19	<b>Bid Bond</b>	1	1	1	1	1
20	<b>Attach</b> a proposed <b>project schedule/timeline</b>	2	2	0	2	2
				<i>Not provided</i>		

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



**34** \_\_\_\_\_  
**Superintendent of Schools**

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
 MCALLEN I.S.D. TAXES COLLECTED FOR:  
 AUGUST 2020

**COMPARATIVE RATE OF COLLECTIONS**

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2020/2021	COLLECTED 2019/2020
2020 TAX ROLL					-	#DIV/0!	0.00%
2019 & PRIOR YRS	7,532,806.64	810,518.53	(182,936.50)	(72,408.63)	6,466,942.98	11.14%	10.58%
ROLLBACK	54,273.83	22,272.60		-	32,001.23	41.04%	0.00%
<b>TOTALS</b>	<b>7,587,080.47</b>	<b>832,791.13</b>	<b>(182,936.50)</b>	<b>(72,408.63)</b>	<b>6,498,944.21</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2020**

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	-	- CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	434,613.41	69.25 PRIOR
PRIOR YEARS-P&I	94,513.69	
ROLLBACK	21,207.17	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	76,415.98	- PURGED
<b>TOTAL COLLECTIONS</b>	<b>626,750.25</b>	<b>69.25</b>
LESS TRANSFERRED	411,083.84	
LESS IN TRANSIT	202,281.08	
LESS DUE TO HCAD COMM FEES	190.33	
LESS DUE TO CO TREASURER	13,195.00	
<b>BALANCE</b>	<b>(0.00)</b>	

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST IS CORRECT.

*Pablo Villarreal Jr.*  
 \_\_\_\_\_  
 ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF SEPTEMBER 2020 A.D.

*Melinda Mendoza*  
 \_\_\_\_\_  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



**36** \_\_\_\_\_  
**Superintendent of Schools**

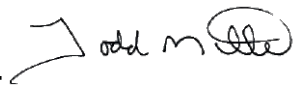
**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES  
FOR THE MONTH OF JUNE 30, 2020**

	A APPROVED BUDGET 2018-19 06/30/19	B YTD ACTUAL 07/01/18 TO 06/30/19	C APPROVED BUDGET 2019-20 06/30/20	D YTD ACTUAL 07/01/19 TO 06/30/20	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 07/01/20 TO 07/31/20	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
<b>REVENUES:</b>								
LOCAL AND INTERMEDIATE SOURCES	\$5,323,954	\$5,561,661	\$5,049,494	\$4,555,164	\$494,330		\$4,555,164	\$494,330
PROPERTY TAXES	82,533,525	83,182,788	79,312,155	79,199,371	112,784		79,199,371	112,784
STATE PROGRAM REVENUES	125,429,563	126,027,100	133,932,674	135,678,359	(1,745,685)		135,678,359	(1,745,685)
FEDERAL PROGRAM REVENUES	20,651,676	21,271,071	20,421,371	19,052,998	1,368,373		19,052,998	1,368,373
OTHER RESOURCES/NON-OPERATING REVENUES	312,836	298,505	7,126,290	5,796,704	1,329,586		5,796,704	1,329,586
<b>SUB TOTAL</b>	<b>\$234,251,554</b>	<b>\$236,341,125</b>	<b>\$245,841,984</b>	<b>\$244,282,596</b>	<b>\$1,559,388</b>		<b>\$244,282,596</b>	<b>\$1,559,388</b>
<b>EXPENDITURES:</b>								
11 INSTRUCTION	\$120,650,804	\$115,965,918	\$126,404,017	\$122,206,556	\$4,197,461	\$0	\$122,206,556	\$4,197,461
12 INST. RES. & MEDIA SERVICES	3,446,562	3,388,839	3,558,271	3,509,096	49,175	0	3,509,096	49,175
13 CURRICULUM DEV. & INST. STAFF DEV.	4,046,756	3,510,511	5,011,206	4,159,614	851,592	0	4,159,614	851,592
21 INST. LEADERSHIP	2,708,244	2,584,160	3,019,952	2,679,853	340,099	0	2,679,853	340,099
23 SCHOOL LEADERSHIP	12,854,727	12,700,716	12,914,794	12,257,718	657,076	0	12,257,718	657,076
31 GUID., COUNSELING & EVAL. SER.	9,659,415	9,246,329	10,203,052	9,670,732	532,320	0	9,670,732	532,320
32 SOCIAL WORK SERVICES	1,484,630	1,441,853	1,776,622	1,712,368	64,254	0	1,712,368	64,254
33 HEALTH SERVICES	3,140,725	3,043,696	3,120,260	2,775,441	344,819	0	2,775,441	344,819
34 STUDENT (PUPIL) TRANS.	4,944,197	3,629,807	5,790,221	5,129,877	660,344	0	5,129,877	660,344
35 FOOD SERVICES	18,389,099	16,147,237	19,615,105	17,354,388	2,260,717	0	17,354,388	2,260,717
36 CURRICULAR/EXTRACURRICULAR ACT.	9,666,055	9,384,187	9,471,816	8,943,635	528,181	0	8,943,635	528,181
41 GENERAL ADMINISTRATION	7,023,506	6,825,938	8,225,647	7,724,793	500,854	0	7,724,793	500,854
51 PLANT MAINT. & OPERATIONS	21,002,129	20,067,371	21,497,058	20,361,412	1,135,646	0	20,361,412	1,135,646
52 SECURITY AND MONITORING SERV.	3,988,235	3,903,694	5,213,629	4,819,937	393,692	0	4,819,937	393,692
53 DATA PROCESSING SERVICES	5,106,488	2,965,834	6,347,953	5,287,183	1,060,770	0	5,287,183	1,060,770
61 COMMUNITY SERVICES	69,396	64,122	47,152	36,212	10,940	0	36,212	10,940
71 DEBT SERVICE	2,609,470	2,603,986	4,006,568	2,869,367	1,137,201	0	2,869,367	1,137,201
81 FAC. ACQUISITION & CONST.	12,113,403	3,608,481	7,532,816	6,520,436	1,012,380	0	6,520,436	1,012,380
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	45,000	40,000	45,000	40,000	5,000	0	40,000	5,000
99 OTHER INTERGOVERNMENTAL CHARGES	833,653	815,564	867,439	852,122	15,317	0	852,122	15,317
00 OTHER USES/NON-OPERATING EXPENSES	7,879,737	7,865,415	5,171,144	\$5,158,348	12,796	0	5,158,348	12,796
<b>SUB TOTAL</b>	<b>\$251,662,231</b>	<b>\$229,803,658</b>	<b>\$259,839,722</b>	<b>\$244,069,089</b>	<b>\$15,770,633</b>	<b>\$0</b>	<b>\$244,069,089</b>	<b>\$15,770,633</b>
REVENUES OVER (UNDER) EXPENDITURES		\$6,537,467		\$213,507				
BEGINNING FUND BALANCE		91,688,034		98,070,422				
PRELIMINARY ENDING FUND BALANCE		<u>\$98,225,501</u>		<u>\$98,283,929</u>				
PRELIMINARY OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		\$83,414,639		\$84,895,186				

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



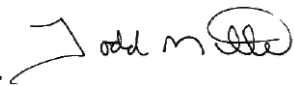
38 \_\_\_\_\_  
**Superintendent of Schools**

Sep 22, 2020

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



39 \_\_\_\_\_  
**Superintendent of Schools** Sep 22, 2020

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBJECT:** Approval of Request for Maximum Class Size Waiver Application for 2020-2021

**REFERENCE:** Goal 1: Student Achievement/Student Focus

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Texas Education Code (TEC) 25.112 requires that enrollment in Grades K-4 not exceed the 22:1 ratio. School districts in Texas are required to conduct a class size enrollment survey for Kindergarten through Grade 4 no later than the 30th day of school. As of Thursday, September 17th, the district had 18 campuses that were exceeding the 22:1 ratio in one grade level or more in Grades K-4. If we do not apply for the waiver, students who exceed the ratio in any classroom would need to be bussed to campuses out of their neighborhood.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

In considering whether to grant an exception under TEC 25.112(d), the commissioner will consider such things as: availability of teachers, availability of facilities, unanticipated growth, or financial hardship.

**LEGAL REVIEW:** None required.

**BUDGETARY CONSIDERATIONS:**

Busing students to other campuses would incur additional transportation costs to the district.

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the Request for Maximum Class Size Waiver Application for 2020-2021.

**SUBMITTED BY:** \_\_\_\_\_

For further information contact:  
Name: Dr. Silvia Ibarra  
Office: 956.618.6048  
eMail: silvia.ibarra@mcallsisd.net

*Silvia Ibarra*  
**SUPERVISOR:** Silvia Ibarra (Sep 22, 2020 10:41 CDT)

**Approved for presentation to the Board of Education:**



40

\_\_\_\_\_  
**Superintendent of Schools** Sep 22, 2020

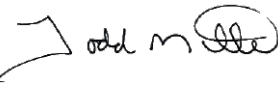
**McAllen Independent School District**  
**STUDENT/TEACHER RATIOS**  
**9/17/2020**  
**MEMBERSHIP RECORDS**  
**2020 - 2021**

CAMPUS	GRADE LEVELS/CLASS SECTIONS OVER RATIOS					
GRADE LEVELS	KINDER	FIRST	SECOND	THIRD	FOURTH	TOTAL SECTIONS
ALVAREZ ELEMENTARY	1			2		3
BONHAM ELEMENTARY	1					1
CASTANEDA ELEMENTARY			1			1
ESCANDON ELEMENTARY		1	1			2
FIELDS ELEMENTARY				3		3
GARZA ELEMENTARY		2			1	3
GONZALEZ ELEMENTARY	5					5
LUCILE M. HENDRICKS ELEMENTARY				1	3	4
HOUSTON ELEMENTARY		1				1
JACKSON ELEMENTARY		2			2	4
MCAULIFFE ELEMENTARY	1		1	1		3
MILAM ELEMENTARY	1			2	2	5
DR PABLO PEREZ ELEMENTARY			1			1
RAYBURN ELEMENTARY		2		1	1	4
ROOSEVELT ELEMENTARY			1			1
BLANCA E SANCHEZ ELEMENTARY				1		1
SEGUIN ELEMENTARY						0
THIGPEN / ZAVALA ELEMENTARY				1	2	3
WILSON ELEMENTARY		2			2	4
<b>TOTAL SECTIONS OVER</b>	<b>9</b>	<b>10</b>	<b>5</b>	<b>12</b>	<b>13</b>	<b>49</b>
TOTAL SECTIONS IN DISTRICT	68	65	70	72	77	352
PERCENT OVER	13.24%	15.38%	7.14%	16.67%	16.88%	13.92%
<b>SECTIONS AT OR UNDER</b>	<b>59</b>	<b>55</b>	<b>65</b>	<b>60</b>	<b>64</b>	<b>303</b>

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



42  
**Superintendent of Schools** Sep 22, 2020

## Certification Status Export (2020-2021)

Last Name	First Name	Campus	Role	Status	Certification Year	Board Approved
Guerrero	Faynna	Travis MS	Assistant School Administrator	Certified	2020-2021	Pending
Leo	Melissa	Alvarez ES	Assistant School Administrator	Certified	2020-2021	August 31, 2020
Mendez	Olga	Morris MS	Assistant School Administrator	Certified	2020-2021	August 31, 2020
Silva	Leticia	Travis MS	Assistant School Administrator	Certified	2020-2021	August 31, 2020
Valenzuela	Nancy	Garza ES	School Administrator	Certified	2020-2021	August 31, 2020
Carmona	Miguel	AECHS	School Administrator	Certified	2020-2021	August 10, 2020
Garcia-Olivares	Dalia	AECHS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Saenz	Sandra	AECHS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Montes	Juan	Alvarez ES	School Administrator	Certified	2020-2021	August 10, 2020
Infante	Leticia	Bonham ES	School Administrator	Certified	2020-2021	August 10, 2020
Cantu	Linda	Brown MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Gonzalez	Jessica	Brown MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Gutierrez	Alfredo	Brown MS	School Administrator	Certified	2020-2021	August 10, 2020
Hernandez	Edna	Castaneda ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Rodriguez	Jessica	Castaneda ES	School Administrator	Certified	2020-2021	August 10, 2020
Benford	Melvin	Cathey MS	School Administrator	Certified	2020-2021	August 10, 2020
Vallejo	Consuelo	Cathey MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Williams	April	Cathey MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Cazares	Samuel	De Leon MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Saenz	Corina	De Leon MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Snelling	Olga	De Leon MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
De La Cruz	Elizabeth	Escandon ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Mora	Carlos	Escandon ES	School Administrator	Certified	2020-2021	August 10, 2020
Ramirez	Marisa	Fields ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Trdla	Teresa	Fields ES	School Administrator	Certified	2020-2021	August 10, 2020
Hernandez	Carlos	Fossum MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Montgomery	Rachel	Fossum MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Williams	Laura	Fossum MS	School Administrator	Certified	2020-2021	August 10, 2020
Alaniz Lopez	Jennifer	Gonzalez ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Hernandez	Christina	Gonzalez ES	School Administrator	Certified	2020-2021	August 10, 2020
Garza	Monica	Hendricks ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Salinas	Sandra	Hendricks ES	School Administrator	Certified	2020-2021	August 10, 2020
Lowe	Jessica	Houston ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Loya Thomas	Debra	Houston ES	School Administrator	Certified	2020-2021	August 10, 2020
Gutierrez	Fernando	I & G Center	School Administrator	Certified	2020-2021	August 10, 2020
Harris	Anthony	I & G Center	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Herrera	Miguel	Jackson ES	School Administrator	Certified	2020-2021	August 10, 2020
Rodriguez	Karla	Jackson ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Nino	Jeanette	Lamar Academy	School Administrator	Certified	2020-2021	August 10, 2020
Sanchez	Nora	Lamar Academy	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Canales	Albert	McAllen HS	School Administrator	Certified	2020-2021	August 10, 2020
Friedlein	Stephanie	McAllen HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Olivarez	Cynthia	McAllen HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Palacios	Jozabad	McAllen HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Salinas	Erika	McAllen HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Garcia	Manuel	McAllen HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Gonzalez	Elizabeth	McAuliffe ES	School Administrator	Certified	2020-2021	August 10, 2020
Saenz	Yvonne	McAuliffe ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Alvarez	Pedro	Memorial HS	School Administrator	Certified	2020-2021	August 10, 2020
Bechtold	Rebecca	Memorial HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020

Caldwell	Yvonne	Memorial HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Castillo	Ramiro	Memorial HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Lozano	Jesus Miguel Angel	Memorial HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Rodriguez	Cassandra	Memorial HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Guerra	Bibiana	Milam ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Morin	Teresita	Milam ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Quintanilla	Christian	Milam ES	School Administrator	Certified	2020-2021	August 10, 2020
Garza	Alenn	Morris MS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
McClenny	Brian	Morris MS	School Administrator	Certified	2020-2021	August 10, 2020
Delgado	Veronica	Perez ES	School Administrator	Certified	2020-2021	August 10, 2020
Skretta	Marla	Perez ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Partida	Clarissa	Rayburn ES	School Administrator	Certified	2020-2021	August 10, 2020
Hatzold	Cynthia	Roosevelt ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Irlas	Albert	Roosevelt ES	School Administrator	Certified	2020-2021	August 10, 2020
Alaniz Jr.	Ignacio	Rowe HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
De Leon	Elizabeth	Rowe HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Kaufmann	Monica	Rowe HS	School Administrator	Certified	2020-2021	August 10, 2020
Leal	Vanessa	Rowe HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Macias	Ruben	Rowe HS	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Lara	Liza	RSD	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Rodriguez	Cynthia	Sanchez ES	School Administrator	Certified	2020-2021	August 10, 2020
Rodriguez	Veronica	Sanchez ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Hinojosa	Diane	Seguin ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Nevarez	Juan	Seguin ES	School Administrator	Certified	2020-2021	August 10, 2020
Barnett-Bermea	Karla	SPED	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Reyes	Josie	SPED	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Casas	Sonia	Thigpen-Zavala ES	School Administrator	Certified	2020-2021	August 10, 2020
Chapa	Marisela	Thigpen-Zavala ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Amaya	Efrain	Travis MS	School Administrator	Certified	2020-2021	August 10, 2020
Venecia	Kristina	Travis MS	School Administrator	Certified	2020-2021	August 10, 2020
Bzibziak	Donna	Wilson ES	Assistant School Administrator	Certified	2020-2021	August 10, 2020
Garza	Kristine	Wilson ES	School Administrator	Certified	2020-2021	August 10, 2020

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBJECT:** Approval of Asynchronous Plan for Submission to the Texas Education Agency

**REFERENCE:** Goal 1: Student Achievement/Student Focus

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

McAllen ISD is implementing an asynchronous learning plan during the remote instruction phase As per the Texas Education Agency. LEAs must submit an online application (asynchronous plan) by October 1, which includes attestations and open-ended questions, and submitted plans must be reviewed and approved by TEA in order to continue receiving funding for asynchronous attendance after the end of the grace period. LEAs may submit plans individually or as a consortium.

No more than one online application should be submitted per LEA. Districts may not submit revisions to their plans after the initial submission. Applicants must wait until their plan is final and receive a notification about the results of their review, in order to resubmit. TEA will only review one plan, so if two plans are submitted, TEA will not review the second submission.

The Superintendent and the Board must attest that this plan is being executed as described, effective no later than the end of the grace period. The date the Board approved the final plan or pre-approved the Superintendent's submission of the plan must be included in online application to TEA.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

School districts were required to submit this online application to notify the agency of its intent to develop an Asynchronous Plan prior to the first day of asynchronous instruction (August 24, 2020). One submission per LEA. Submitting this online application results in contingent approval of funding for asynchronous remote instruction through the end of the grace period. This Letter of Intent does not require board approval.

**LEGAL REVIEW:** None required.

**BUDGETARY CONSIDERATIONS:** Local, State, and Federal Funds.

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the Asynchronous Plan for Submission to the Texas Education Agency.

**SUBMITTED BY:** \_\_\_\_\_

For further information contact:  
Name: Dr. Silvia Ibarra  
Office: (956) 618-6048  
eMail: silvia.ibarra@mcallenisd.net

  
**SUPERVISOR:** Silvia Ibarra (Sep 21, 2020 14:41 CDT)

**Approved for presentation to the Board of Education:**



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** *Adalia Del Bosque, MSN, RN, NCSN*  
Adalia Del Bosque, MSN, RN, NCSN (Sep 18, 2020 14:57 CDT)

**SUPERVISOR:**   
Arely Benavides (Sep 18, 2020 16:28 CDT)

**Approved for presentation to the Board of Education:**



46  
**Superintendent of Schools**

## HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“BAA” or “Addendum”) to the Underlying Agreement as referenced below is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **County of Hidalgo, Texas by and through the Hidalgo County Health and Human Services Department** (“Covered Entity”) and McAllen Independent School District (“**Business Associate**”) (as defined below and collectively the “Parties”) to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 subparts A and E (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the modifications to HIPAA provided by Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).

**WHEREAS**, Covered Entity and Business Associate have entered or are entering into an Agreement (the “**Underlying Agreement**”) by which the Covered Entity has engaged Business Associate to perform services;

**WHEREAS**, Covered Entity possesses and is permitted to manage Protected Health Information (PHI) that is protected under HIPAA, House Bill 300 (HB 300)<sup>1</sup> and the HIPAA Regulations, HITECH Act and state law, including the Texas Medical Records Privacy Act (MRPA)<sup>2</sup>, and Parties desire to comply with the privacy and security protections contained therein;

**WHEREAS**, Business Associate may receive such information from Covered Entity, or create, receive, maintain or transmit such information on behalf of Covered Entity, in order to perform certain of the services under the Underlying Agreement;

**WHEREAS**, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information;

**WHEREAS**, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity; and

**WHEREAS**, parties desire and agree to enter into this Addendum to the Underlying Agreement.

**NOW THEREFORE**, Covered Entity and Business Associate agree as follows:

A. Definitions. For purposes of this BAA:

1. “**Business Associate**” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the person or entity indicated above.
2. “**Covered Entity**” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the County of Hidalgo
3. “**Individual**” shall have the same meaning as the term “individual” in 45 CFR § 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
4. “**HIPAA Rules**” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules and amendments codified and promulgated at 45 CFR Parts 160, 162, and 164 and the HITECH Act.
5. “**Protected Health Information**” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 164.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. “**Required By Law**” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
7. “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
8. “**Breach**” shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
9. “**Breach of System Security**” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
10. All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Rules and the HITECH Act, as amended.

B. Obligations and Activities of Business Associate

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<sup>1</sup> House Bill 300 passed by Texas Legislature on September 1, 2012, to enhance safeguards for Protected Health Information (PHI).

<sup>2</sup> Texas Medical Records Privacy Act, codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.
2. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of PHI other than as provided for by this BAA. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
3. Business Associate shall have procedures in place to mitigate and agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
4. Business Associate agrees to report immediately, but no later than three (3) days, to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Breach notification will be written in plain language and will include, to the extent possible or available, the following:
  - a. The identification of the individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach;
  - b. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
  - c. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - d. Any steps Individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
  - e. A brief description of what Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
  - f. Contact procedures for individuals to ask questions or learn additional information, including a toll free telephone number, an email address, Web site, or postal address.
5. Business Associate agrees to ensure that any agents or subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
6. Business Associate agrees to provide access, at the request of Covered Entity, in a reasonable time and manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524.
7. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner.
8. Business Associate agrees to make internal practices, books, and records including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner, for the purpose of permitting the Secretary to determine Covered Entity's compliance with the HIPAA Rules.
9. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time, information collected in accordance with Section B.(10) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

11. Business Associate agrees, to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
12. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, and the MRPA.
13. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Addendum or applicable law.

C. Permitted Uses and Disclosures of PHI by Business Associate

1. Parties agree to comply with HIPAA, HIPAA Rules, HB 300, the HITECH Act, and the MRPA.
2. Performance of Services. Except as otherwise permitted by this Addendum, Business Associate may create, receive, maintain or transmit PHI on behalf of Covered Entity only in connection with the performance of the services contracted for in the Underlying Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).
3. Business Associate may only use or disclose PHI as permitted by the HIPAA Rules. Business Associate may use or disclose PHI to perform, manage and administer the activities or services required under the Underlying Agreement or other such arrangement between Covered Entity and Business Associate, including the de-identification of PHI, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.
4. Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
5. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
6. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
7. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
8. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).
9. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164, or MRPA, if done by the Covered Entity itself, except for the specific uses and disclosures set forth above.

D. Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any limitations in its notice(s) of privacy practices in accordance with 45 CFR § 164.520 to the extent that such limitations may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use and disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

E. Restriction on Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

F. Term and Termination

1. Term. The Term of this BAA and the obligations herein shall be deemed effective on the Effective Date and shall continue unless or until this Addendum terminates, the Underlying Agreement terminates, or the Business Associate has completed performance of the services in the Underlying Agreement, whichever is earlier.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the material breach or end the violation and terminate this BAA and Covered Entity's participation in the Addendum if Business Associate does not cure the material breach or end the violation within the reasonable time specified by Covered Entity; or
  - b. Immediately terminate this BAA and Covered Entity's participation in the Addendum if Business Associate has breached a material term of this BAA and a cure is not possible.
3. Effect of Termination.
  - a. Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  - b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible, including the need to retain PHI for audit, justification of work product or compliance with pharmacy or other applicable law. Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.
  - c. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Addendum or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
  - e. **Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Addendum or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Rules, and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce.**

G. Miscellaneous

1. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect, or as amended, and for which compliance is required.
2. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of and changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. This BAA may be amended only in writing when signed by a duly authorized representative of each Party.
3. Survival. The respective rights and obligations of Business Associate under Section F.(3) of this BAA shall survive the termination of this BAA.

4. Interpretation. Any ambiguity in this BAA or in the Underlying Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
5. Conflicts. To the extent that this BAA may conflict with the Underlying Agreement, this BAA shall govern.
6. Governing Law. This Addendum is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.
7. Notice: Except as may be otherwise specifically provided in this Addendum, all notices, demands, 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 in the Underlying Agreement with copy to:

The Hidalgo County Health and Human Services Department  
 Attn: Chief Administrative Officer  
 1304 S. 25<sup>th</sup> Ave.  
 Edinburg, Texas 78539

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 at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

8. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
9. Written Authorization. Nothing in this Addendum shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.
10. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.
11. Privilege. Notwithstanding any other provision in this Addendum, this Addendum shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

**IN WITNESS WHEREOF,** the Parties have caused this Addendum to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the effective date first written above.

**BUSINESS ASSOCIATE:**  
 McAllen Independent School District  
 \_\_\_\_\_  
 \_\_\_\_\_

**COVERED ENTITY:**  
 THE HIDALGO COUNTY HEALTH AND HUMAN SERVICES  
 DEPARTMENT

By: \_\_\_\_\_  
 (Authorized Signature)

By: \_\_\_\_\_  
 (Authorized Signature)

Name: Conrado Alvarado  
 (Type or Print)  
 Title: President, Board of Trustees

Name: \_\_\_\_\_  
 (Type or Print)  
 Title: \_\_\_\_\_

Date: September 28, 2020

Date: \_\_\_\_\_

Approved as to form:  
 Atlas, Hall, & Rodriguez LLP  
 By: Stephen L. Crain  
 Stephen Crain

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 29, 2020

**SUBMITTED BY:**   
Arely Benavides (Sep 14, 2020 17:36 CDT)

**SUPERVISOR:**   
Arely Benavides (Sep 14, 2020 17:36 CDT)

**Approved for presentation to the Board of Education:**



**52**  
**Superintendent of Schools**

## Resolution

WHEREAS, the Board of Trustees (“Board”) of the McAllen Independent School District (“MISD”) desires to sell certain acreage of real property located at 701 S. 17<sup>th</sup> Street, McAllen, Texas as more particularly described on Exhibit A attached hereto and made a part hereof (“Property”);

WHEREAS, pursuant to §272.001 of the Texas Local Government Code, the Board has solicited bids for the sale of the Property, and desires to select the bid submitted by Maria Dolores Diaz; and

WHEREAS, the Board desires to authorize the execution of that Real Estate Sales Contract, a copy of which is attached hereto as Exhibit B (the “Contract”) authorize the Board President, the Superintendent or their appointed designees, to do any and all things necessary to effectuate the performance of the Real Estate Sales Contract for the sale of the Property pursuant to the terms of the Contract, and take all other action contemplated thereby.

NOW, THEREFORE, on motion duly made and seconded, it is hereby resolved that:

1. The Board of Trustees awards the bid for the sale of real property located at 701 S. 17<sup>th</sup> Street, McAllen, Texas to Maria Dolores Diaz; and
2. The Board of Trustees of the McAllen Independent School District authorizes the execution of that certain Real Estate Sales Contract by and between the Board of Trustees of the McAllen Independent School District, as Seller and Maria Dolores Diaz, as Buyer, and approves the terms and conditions the Contract, for a Sales Price of \$595,000.00 a copy of the Contract is attached hereto as Exhibit B; and
3. The Board of Trustees authorizes the Board President, the Superintendent or their appointed designees, to do any and all things necessary to effectuate the terms of the Contract, and take all other action contemplated thereby.

PASSED and APPROVED this \_\_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Conrado “Ito” Alvarado, President, Board of Trustees  
of the McAllen Independent School District

Date: \_\_\_\_\_

Exhibit A to Resolution  
Property

**METES AND BOUNDS DESCRIPTION  
LOTS 1-12, BLOCK 58  
ORIGINAL TOWNSITE OF MCALLEN  
HIDALGO COUNTY, TEXAS**



Job No. 191104  
Sheet No.: 1 of 2

**Lots 1 thru 12, Block 58, ORIGINAL TOWNSITE OF MCALLEN**, Hidalgo County, Texas, map reference: Volume Q, Pages 317-318, Deed Records, Hidalgo County, Texas, and said Lots 1 thru 12, being deeded to McAllen Independent School District, recorded in Document Number 660948 Deed Records, Hidalgo County, Texas, and being more particularly described as follows;

**BEGINNING**, at an "X" mark set on the northeast corner of Lot 6, for the Northeast corner of this tract;

**THENCE** S 08° 38' 24" W, along the east line of said Lot 6, a distance of 300.00 feet, to an "X" mark set on the Southeast corner of Lot 1, for the Southeast corner hereof;

**THENCE** N 81° 21' 36" W, along the south line of said Lot 1, pass at a distance of 140.00 feet, the east line of a 20.00 foot alley pass at a distance of 160.00 feet, the west line of said alley and the southeast corner of Lot 12, continuing a total distance of 300.00 feet to the northwest corner of Lot 7, for the Northwest corner hereof;

**THENCE** N 08° 38' 24" E, along the west line of said Lot 12 a distance of 300.00 feet, to the northwest corner of Lot 7, for the Northwest corner hereof;

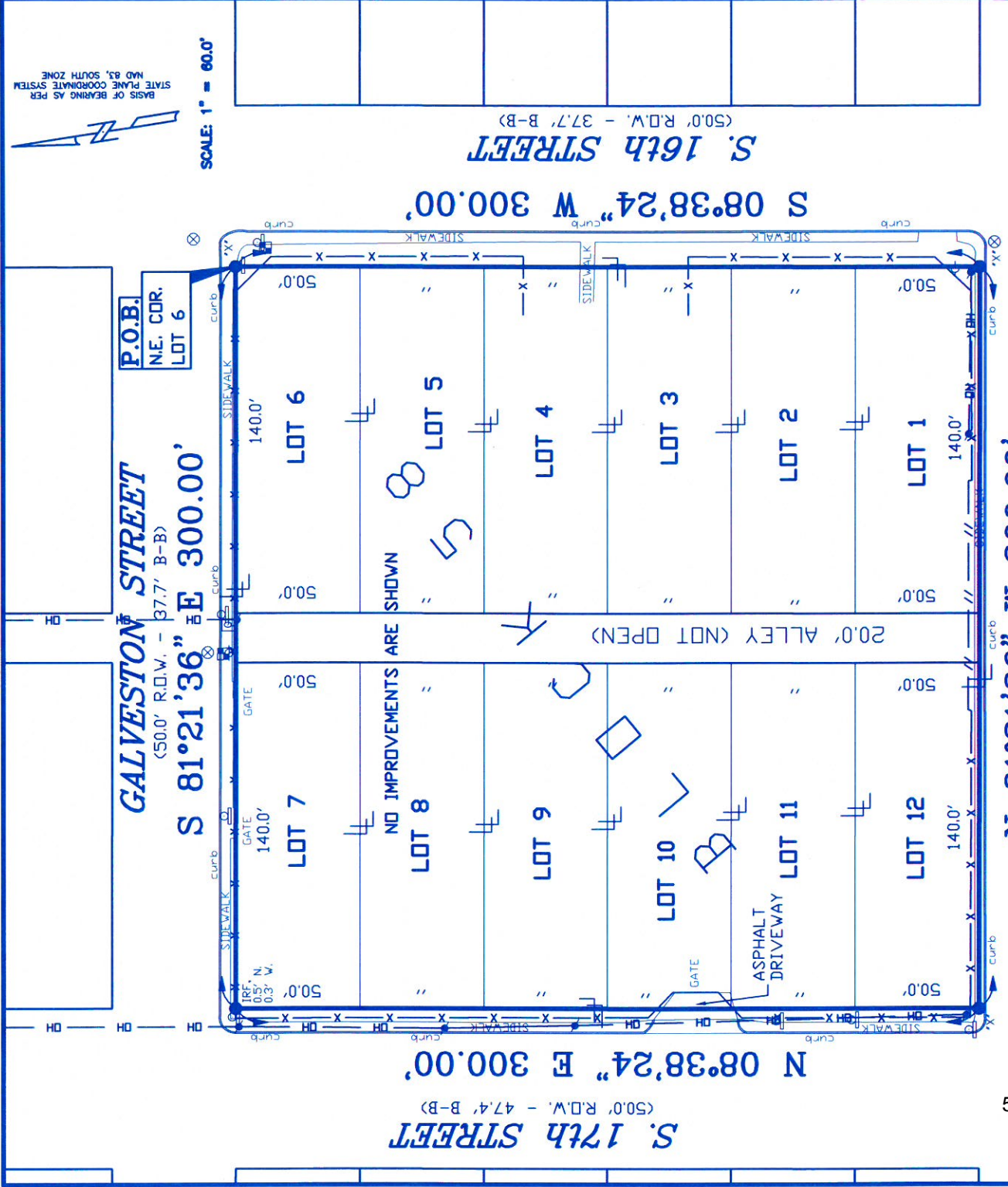
**THENCE** S 81° 21' 36" E, along the north line of said Lot 7 at a distance of 140.00 feet pass the west line of said 20.00 foot alley pass at a distance of 160.00 feet the east line of said 20.00 foot alley and the northwest corner of said Lot 6 continuing a total distance of 300.00 feet to the **POINT OF BEGINNING**.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone**.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 07, 2019.**

*Jorge Rodriguez*  
**Jorge Rodriguez, R.P.L.S. No. 5303**  
CVQ Land Surveyors, LLC  
T.B.P.E.L.S. Firm No. 10119608





- LEGEND**
- = LOT LINE
  - |— = FOUND 1/2" IRON ROD
  - "X" = "X" MARK SET ON CONCRETE
  - O- = FIRE HYDRANT
  - ☐ = MAIL BOX
  - ☐ = AIR COMPRESSOR
  - ☐ = TELEPHONE PEDESTAL
  - ☐ = ELECTRIC METER
  - OH— = OVERHEAD POWER LINE
  - ||- = WOOD FENCE
  - X- = CHAIN LINK FENCE
  - B-B = BACK OF CURB TO BACK OF CURB DISTANCE
  - R.O.W. = RIGHT OF WAY

**JH** JAVIER HINOJOSA ENGINEERING  
411 E. 9th Street, McAllen, Texas 78501  
DATE: 11/07/2019

<p><b>FLOOD DESIGNATION</b></p> <p>The flood designation for this property is "Zone C" which are "Areas of minimal flooding". As per F.E.M.A.'s Flood Insurance Rate Map Panel No.: 480343 0010 C Map Revised: November 2, 1982</p> <p>Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.</p>	<p><b>LEGAL DESCRIPTION</b></p> <p>This plat is a true and correct representation of a survey made on the ground of the property located at: 701 S. 17th STREET, McAllen, Hidalgo County, Texas, described as follows: LOTS 1-12, BLOCK 58, ORIGINAL TOWNSITE OF McALLEN, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume G, Page 317-318, Deed Records, Hidalgo County, Texas.</p>	<p><b>FOR: McALLEN INDEPENDENT SCHOOL DISTRICT</b></p> <p>SURVEYED DATE: 11/07/2019</p> <p>JOB No.: 191104</p> <p>DRAWN BY: GTG</p> <p>CHECKED BY: J.R.</p> <p>REVISIONS:</p>	<p><b>LAND SURVEYORS</b></p> <p>LLC</p> <p>617 BELMONT AVE MCALLEN, TEXAS 78501 Ph: (361) 618-1001 www.land-surveyors.com</p> <p>TBPELS FIRM No. 0179980</p>	<p><b>NOTES</b></p> <p>1. This survey was performed without the benefit of a title commitment, and may be subject to easements recorded or unrecorded.</p> <p>2. If this survey does not bear an original seal and signature, it is INVALID as per Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.</p> <p>3. This certification is made to the herein named client, it is not transferable nor, certified to any owner or future owner or future lending institutions. Certification herein will expire 6 months from this date as noted on this plat and may not be utilized for any specific future transaction of this herein named real estate.</p> <p>4. Easement, rules, regulations and rights in favor of Hidalgo County Water Improvement District No. 2, and all visible easements.</p>	<p><b>SURVEYOR'S CERTIFICATION</b></p> <p>I, Jorge Rodriguez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on November 7, 2019, on the ground under my direction.</p> <p>Jorge Rodriguez P.L.S. No. 5328 STATE OF TEXAS</p>
<p>© COPYRIGHT 2019 by CVQ Land Surveyors, LLC This product style and format is protected by Copyright and all rights are reserved. The use of this style and format is strictly prohibited without the written consent and permission of CVQ Land Surveyors, LLC.</p>		<p><b>STATE OF TEXAS</b></p> <p>5003 JAVIER HINOJOSA REGISTERED PROFESSIONAL LAND SURVEYOR</p>		<p>SHEET: 2 OF 2</p>	

Exhibit B to Resolution  
Real Estate Sales Contract (“Contract”)

**REAL ESTATE SALES CONTRACT**

This contract to buy and sell real property is between Seller and Buyer as identified below, and is effective on the date of the last of the signatures by Seller and Buyer as parties to this contract (“Effective Date”).

**Seller:** BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT  
2000 N. 23rd St.  
McAllen, Hidalgo County, Texas 78501  
Phone: (956) 618-6000

Type of entity: Independent School District and political subdivision of the State of Texas

**Seller’s Attorney:** Stephen Crain Atlas, Hall  
& Rodriguez, LLP  
818 W. Pecan Blvd.  
McAllen, Texas 78501  
Phone: 956-682-5501  
[E-Mail: scrain@atlashall.com](mailto:scrain@atlashall.com)

**Buyer:** Maria Dolores Diaz  
Address: 400 W. Redbud Avenue  
McAllen, Texas 78504  
Phone: (956) 648-8001  
Fax: ( ) \_\_\_\_\_

**Buyer’s Attorney:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_

**Property:** The **surface only** of the real property described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein by references, including any and all improvements located on the Property. The Property shall not include any personal property not permanently affixed to the land.

**Title Company:** TO BE DETERMINED

**Purchase Price: \$595,000.00**

**Earnest Money:** TEN THOUSAND and NO/100 DOLLARS (\$10,000.00)

**County for Performance:** This Contract shall be performed in Hidalgo County, Texas.

**A. Deadlines and Other Dates**

All deadlines in this contract expire at 10 A.M., local time where the Property is located, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for this Contract.

1. **Earnest Money Deadline:** Earnest Money must be tendered with the Buyer's Bid for the property, and must be in the amount and form set forth above and in the Bid Package. The Earnest Money deposit from the bidder approved by the Board of Trustees shall be tendered to the Title Company within two (2) business days after the Effective Date.
2. **Delivery of Title Commitment:** ten (10) days after the Effective Date.
3. **Delivery of Survey:** ten (10) days after the Effective Date.
4. **Delivery of UCC Search:** not applicable.
5. **Delivery of legible copies of instruments referenced in the Title Commitment and Survey:** twelve (12) days after the Effective Date.
6. **Delivery of Title Objections:** five (5) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. **Delivery of Seller's Records specified in Paragraph G.1:** ten (10) days after the Effective Date.
8. **End of Inspection Period:** twenty-five (25) days after the Effective Date.
9. **Closing Date:** thirty (30) days after the Effective Date.
10. **Closing Time:** 10:00 a.m. unless otherwise agreed by Seller and Buyer.

**B. Closing Documents**

1. At closing, Seller will deliver the following items:
  - Fee Simple Determinable Special Warranty Deed in the form set forth in the Exhibit D attached hereto.
  - Evidence of Seller's authority to close this transaction.
  - Lien release, if any, as required by paragraph K(2)(a).
2. At closing, Buyer will deliver the following items:
  - Purchase price in cash or cash equivalent.
  - Evidence of Buyer's authority to consummate this transaction.
  - Lien release, if any, as required by paragraph K(2)(d).

The documents listed in this section B are collectively known as the Closing Documents.

**C. Exhibits**

The following exhibits are attached, and are incorporated by reference as part of this Contract:

**Exhibit A** – Legal Description of the Property

**Exhibit B** – Representations; Environmental Matters

**Exhibit C** – Buyer’s Bid

**Exhibit D** – Form of Fee Simple Determinable Special Warranty Deed

#### **D. Purchase and Sale of Property**

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The Form of Fee Simple Determinable Special Warranty Deed in **Exhibit D** will be used to convey the property. **Seller and Buyer agree that this Contract shall not be binding upon or enforceable against Seller until the Board of Trustees of the Seller has approved this Contract in a properly noticed open meeting of the Board of Trustees.**

#### **E. Interest on Earnest Money**

Seller may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company’s requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

#### **F. Title and Survey**

**1. Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer’s own selection or be furnished with or obtain a policy of title insurance.

**2. Title Commitment; Title Policy.** Title Commitment means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. Title Policy means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

**3. Survey.** Survey means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

**4. Delivery of Title Commitment.** Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. Buyer must cause the Survey to be completed by the deadline stated in section A.3. Seller must deliver legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5.

**5. Title Objections.** Buyer has until the deadline stated in section A.6. (Title Objection Deadline) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (Title Objections). Buyer will be deemed to

have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are Permitted Exceptions. If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (Cure Notice). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

#### **G. Inspection Period**

**1. Review of Seller's Records.** To the extent that Seller has possession of any *soil reports, environmental reports, engineering reports, prior surveys or site plans* of or pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.

**2. Entry onto the Property.** Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the property, subject to the following:

**a.** Buyer must deliver evidence to Seller that Buyer has insurance for its proposed survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

**b.** Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;

**c.** Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

**d.** if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;

**e.** Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and

**f.** Buyer must abide by any other reasonable entry rules imposed by Seller.

**3. Buyer's Right to Terminate.** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Unless Buyer terminates because of Seller's default, the Earnest Money shall be paid to Seller.

**4. Buyer Indemnity and Release of Seller**

**a. Indemnity.** Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

**b. Release.** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

## **H. Representations**

The parties' representations stated in **Exhibit B** are true and correct as of the Effective Date and must be true and correct on the Closing Date.

## **I. Condition of the Property until Closing; Cooperation; No Recording of Contract**

**1. Maintenance and Operation.** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

**2. Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property.

**3. Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective

interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

**4. *Claims; Hearings.*** Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

**5. *Cooperation.*** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller, if any, and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

**6. *No Recording.*** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

## **J. Termination**

**1. *Disposition of Earnest Money after Termination.*** Buyer and Seller agree that if this contract is terminated by either party prior to closing, Buyer shall not be entitled to the Earnest Money. Buyer hereby authorizes the Title Company to deliver the Earnest Money to Seller upon receipt by Title Company of written notice from Seller that the contract is terminated.

**2. *Duties after Termination.*** If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

## **K. Closing**

**1. *Closing.*** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

**a. *Closing Documents.*** The parties will execute and deliver the Closing Documents.

**b. *Payment of Consideration.*** Buyer will deliver the Consideration and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be paid to Seller.

**c. *Disbursement of Funds; Recording; Copies.*** Title Company will be instructed to disburse funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

**d. *Delivery of Originals.*** Seller will deliver to Buyer the originals of Seller's Records.

**e. *Possession.*** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

**2. *Transaction Costs***

a. **Seller's Costs.** Seller will pay the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to deliver copies of the instruments described in section A.5.; and Seller's expenses and attorney's fees.

b. **Buyer Costs.** Buyer will pay the seller's costs to advertise the bid notice for the property; the basic charge for the Title Policy; the escrow fee charged by Title Company; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender; any cost or expenses for re-platting, platting, subdividing, zoning or meeting any requirements of a governmental authority; and Buyer's expenses and attorney's fees.

c. **Ad Valorem Taxes.** Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.

d. **Brokers' Commissions.** Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. **Issuance of Title Policy.** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

## L. **Default and Remedies**

1. **Seller's Default.** If Seller fails to perform any of its obligations under this contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date (Seller's Default), Buyer may as its sole and exclusive remedy terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100.00 as independent consideration for the right granted by Seller to Buyer to terminate this contract returned to Buyer.

2. **Buyer's Default.** If Buyer fails to perform any of its obligations under this contract (Buyer's Default), Seller may elect either of the following as Seller's sole and exclusive remedy:

a. **Termination; Liquidated Damages.** Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages.

b. **Specific Performance.** Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

3. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money is a reasonable forecast of just compensation to the non-defaulting party for the harm that would be caused by a default.

#### **M. Miscellaneous Provisions**

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.

2. **Entire Contract.** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. **Prohibition of Assignment.** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. **Survival.** The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. **Choice of Law; Venue.** This contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Hidalgo County, Texas.

7. **Waiver of Default.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. **No Boycott.** Pursuant to Texas Government Code Chapter 2270, if this contract is valued at \$100,000 or more and if Buyer has at least ten (10) full time employees, then Buyer represents and warrants to the Seller that the Buyer does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship. On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of Chapter 2270 as it existed before the 2019 legislative amendment. In compliance with the Court's order, the Seller will not seek enforcement of the current Chapter 2270 until further order of this or higher court having jurisdiction over the issue.

13. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

14. **Waiver of Consumer Rights. BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, et seq., OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.**

**SELLER:**

BOARD OF TRUSTEES OF THE  
MCALLEN INDEPENDENT SCHOOL  
DISTRICT, a political subdivision of the  
State of Texas

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

MARIA DOLORES DIAZ

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Title Company acknowledges receipt of Earnest Money in the amount of \_\_\_\_\_  
(\$ ) and a copy of this contract executed by both Buyer and Seller.

**TITLE COMPANY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
TO REAL ESTATE SALES CONTRACT  
LEGAL DESCRIPTION OF THE PROPERTY**

**METES AND BOUNDS DESCRIPTION  
LOTS 1-12, BLOCK 58  
ORIGINAL TOWNSITE OF MCALLEN  
HIDALGO COUNTY, TEXAS**



Job No. 191104  
Sheet No.: 1 of 2

**Lots 1 thru 12, Block 58, ORIGINAL TOWNSITE OF MCALLEN**, Hidalgo County, Texas, map reference: Volume Q, Pages 317-318, Deed Records, Hidalgo County, Texas, and said Lots 1 thru 12, being deeded to McAllen Independent School District, recorded in Document Number 660948 Deed Records, Hidalgo County, Texas, and being more particularly described as follows;

**BEGINNING**, at an "X" mark set on the northeast corner of Lot 6, for the Northeast corner of this tract;

**THENCE** S 08° 38' 24" W, along the east line of said Lot 6, a distance of 300.00 feet, to an "X" mark set on the Southeast corner of Lot 1, for the Southeast corner hereof;

**THENCE** N 81° 21' 36" W, along the south line of said Lot 1, pass at a distance of 140.00 feet, the east line of a 20.00 foot alley pass at a distance of 160.00 feet, the west line of said alley and the southeast corner of Lot 12, continuing a total distance of 300.00 feet to the northwest corner of Lot 7, for the Northwest corner hereof;

**THENCE** N 08° 38' 24" E, along the west line of said Lot 12 a distance of 300.00 feet, to the northwest corner of Lot 7, for the Northwest corner hereof;

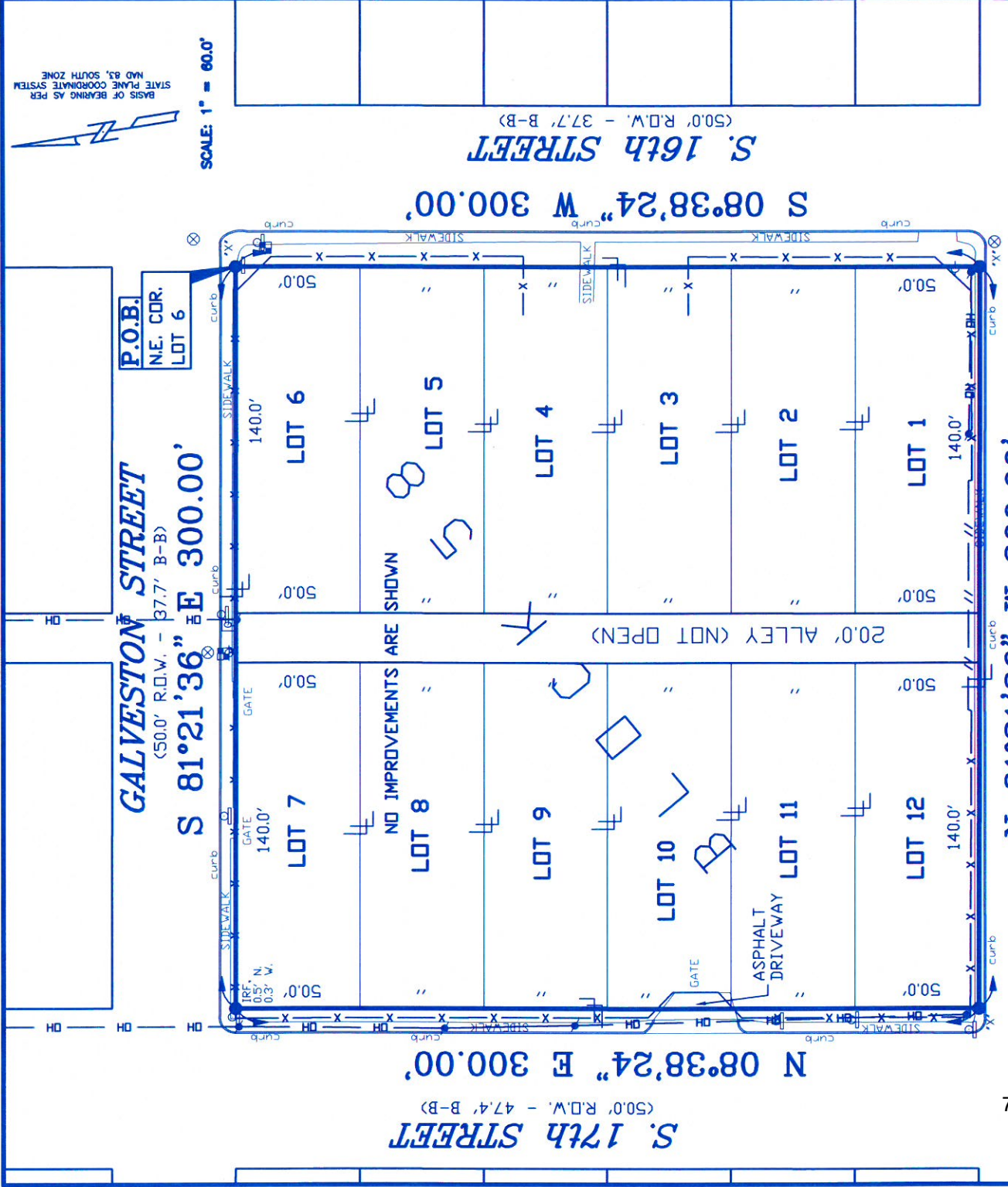
**THENCE** S 81° 21' 36" E, along the north line of said Lot 7 at a distance of 140.00 feet pass the west line of said 20.00 foot alley pass at a distance of 160.00 feet the east line of said 20.00 foot alley and the northwest corner of said Lot 6 continuing a total distance of 300.00 feet to the **POINT OF BEGINNING**.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone**.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 07, 2019.**

*Jorge Rodriguez*  
**Jorge Rodriguez, R.P.L.S. No. 5303**  
CVQ Land Surveyors, LLC  
T.B.P.E.L.S. Firm No. 10119608





- LEGEND**
- = LOT LINE
  - |— = FOUND 1/2" IRON ROD
  - "X" = "X" MARK SET ON CONCRETE
  - O- = FIRE HYDRANT
  - ☐ = MAIL BOX
  - ☐ = AIR COMPRESSOR
  - ☐ = TELEPHONE PEDESTAL
  - ☐ = ELECTRIC METER
  - OH— = OVERHEAD POWER LINE
  - ||- = WOOD FENCE
  - X- = CHAIN LINK FENCE
  - B-B = BACK OF CURB TO R.O.W.
  - R.O.W. = RIGHT OF WAY

**JH** JAVIER HINOJOSA ENGINEERING  
411 E. 9th AVE. WALKER, TEXAS 76081  
DATE: 08/07/2019

<p><b>FLOOD DESIGNATION</b></p> <p>The flood designation for this property is "Zone C" which are "Areas of minimal flooding". As per F.E.M.A.'s Flood Insurance Rate Map Panel No.: 480343 0010 C Map Revised: November 2, 1982</p> <p>Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.</p>		<p><b>LEGAL DESCRIPTION</b></p> <p>This plat is a true and correct representation of a survey made on the ground of the property located at: 701 S. 17th STREET, McAllen, Hidalgo County, Texas, described as follows: LOTS 1-12, BLOCK 58, ORIGINAL TOWNSITE OF McALLEN, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume G, Page 317-318, Deed Records, Hidalgo County, Texas.</p>		<p><b>FOR: McALLEN INDEPENDENT SCHOOL DISTRICT</b></p> <p>SURVEYED DATE: 11/07/2019</p> <p>JOB No.: 191104</p> <p>DRAWN BY: GTG</p> <p>CHECKED BY: J.R.</p> <p>REVISIONS:</p>	
<p><b>NOTES</b></p> <p>1. This survey was performed without the benefit of a title commitment, and may be subject to easements recorded or unrecorded.</p> <p>2. If this survey does not bear an original seal and signature, it is INVALID as per Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.</p> <p>3. This certification is made to the herein named client, it is not transferable nor, certified to any owner or future owner or future lending institutions. Certification herein will expire 6 months from this date as noted on this plat and may not be utilized for any specific future transaction of this herein named real estate.</p> <p>4. Easement, rules, regulations and rights in favor of Hidalgo County Water Improvement District No. 2, and all visible easements.</p>		<p><b>SURVEYOR'S CERTIFICATION</b></p> <p>I, Jorge Rodriguez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on November 7, 2019, on the ground under my direction.</p> <p>Jorge Rodriguez P.L.S. No. 5328 STATE OF TEXAS</p>		<p><b>LAND SURVEYORS</b></p> <p>LLC 617 BELMONT AVE MCALLEN, TEXAS 78501 Ph: (361) 618-1501 www.landsurveyors.com</p> <p>TBPELS FIRM No. 0179980</p>	



**EXHIBIT B  
TO REAL ESTATE SALES CONTRACT**

**EXHIBIT B**

**REAL ESTATE SALES CONTRACT**

**Representations; As Is, Where Is; Environmental Matters**

**A. Seller's Representations to Buyer**

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. **Authority.** Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas.
2. **Litigation.** There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. **Violation of Laws.** Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. **Licenses, Permits, and Approvals.** Seller has not received written notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for all taxes and related charges arising from its purchase of the Property.
5. **Condemnation; Zoning; Land Use.** Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the property.
6. **No Liens.** On the Closing Date, the Property will be free and clear of any valid mechanic's and material man's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, material man's, or other lien against the Property other than work or materials to which Buyer has given its consent.
7. **No Other Representation.** Except as stated above, Seller makes no representation with respect to the Property.
8. **No Warranty.** Seller has made no warranty in connection with this contract.

**B. Buyer's Representations to Seller**

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. **Receipt of Bid Package.** Buyer represents to Seller that Buyer has received and reviewed the Bid Package for the property, consisting of the following items:
  - a. Notice of Sale of Real Property
  - b. Instructions to Bidders
  - c. Bid Form
  - d. This Contract
  - e. Special Warranty Deed

## **2. Consultation with Attorney.**

**Buyer represents to Seller that Buyer is aware that this contract has important legal consequences, and that Buyer is entitled to consult an attorney of its choosing prior to executing this contract. Buyer further represents that to the extent it has elected not to consult an attorney; Buyer has done so of its own free will and act.**

### **C. PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES**

**NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.**

**SELLER NOTIFIES BUYER OF PRESENCE OF ASBESTOS CONTAINING MATERIAL LOCATED IN THE MASTIC IN THE FLOOR TILE, AIR CONDITIONING JACKETED LINES, GLAZING PANELS, INSULATION OF WATER LINES AND PLASTER. SELLER WILL PROVIDE BUYER WITH ALL AVAILABLE RECORDS AND REPORTS PERTAINING TO ASBESTOS – CONTAINING MATERIALS IN THE PROPERTY IN THE POSSESSION OF THE SELLER. BUYER IS AWARE OF BUYERS RESPONSIBILITY TO ENSURE COMPLIANCE WITH 15 U.S.C. SECTIONS 2641 THROUGH 2656 AND 29 C.F.R. SECTIONS 1910.1001 ET. SEQ. AND 1926.1101 ET. SEQ.**

**BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITAT ON, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) IN ADDITION TO THIS ASBESTOS DISCLOSURE OF SELLER TO BUYER CONTAINED IN THIS SECTION C; ANY OTHER ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR**

HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the property, Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

#### **D. ENVIRONMENTAL MATTERS**

**ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS MAY BE PRESENT ON THE PROPERTY, AND BUYER ACKNOWLEDGES THAT IT MAY PERFORM AN ENVIRONMENTAL SURVEY OF THE PROPERTY PRIOR TO BIDDING.**

**AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD**

**OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE. BUYER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

The provisions of this Exhibit B regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

**EXHIBIT C  
TO REAL ESTATE SALES CONTRACT  
BUYER'S BID**

### III. BID FORM

**IMPORTANT: A bid, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, bidder agrees to strictly abide by the terms and conditions contained in this Bid Package and exhibits thereto.**

Entity, Company or Firm Name: MARIA DOLORES DIAZ


Contact Person: MARTIE MARTINEZ

Address: 2505 BUDDY OWENS BLVD., MCALLEN, TX 78504 - ENCORE FINE PROPERTIES

Telephone #: (956) 393-7365

Fax#: \_\_\_\_\_

Date: 09/08/2020

Signature:  dotloop verified  
09/08/20 2:37 PM CDT  
ZA9A-EVUW-2LAJ-7EZ7

Printed Name: MARTIE MARTINEZ

Title: REALTOR

**MINIMUM BID AMOUNT IS \$590,000**

BID AMOUNT: \$595,000.00 - FIVE HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS

- If determined to be highest bidder, wire transfer instructions will be sent. Wire transfer Money Deposit in the amount of Ten Thousand Dollars (\$10,000.00) made payable to the MCALLEN INDEPENDENT SCHOOL DISTRICT shall be made as per District instructions.
- Bidder's Completed Form 1295, which has been electronically filed with the Texas Ethics Commission is attached to this Bid and bears Filing Certification No. 2020-663311 in the "Office Use Only" box.
- Conflict of Interest Questionnaire

 dotloop verified  
09/08/20 2:38 PM CDT  
J7WW-JP6V-GSRQ-XADG

Signature of Bidder or Bidder's Authorized Representative

MARIA DOLORES DIAZ

Printed Name (and Title, if any)

Date: \_\_\_\_\_

**EXHIBIT D  
TO REAL ESTATE SALES CONTRACT  
FORM OF SPECIAL WARRANTY DEED**

**EXHIBIT D TO REAL ESTATE SALES CONTRACT**  
**Special Warranty Deed**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

Date: \_\_\_\_\_

Grantor: BOARD OF TRUSTEES OF THE MCALLEN  
INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 2000 N. 23rd, St.  
McAllen, Hidalgo County, Texas 78501

Grantee: \_\_\_\_\_

Grantee's Mailing Address \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ County, Texas \_\_\_\_\_

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration. Property  
(including improvements):

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Fee Simple Determinable Condition:

Grantee is purchasing the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantor, is Grantee's agreement that the Property shall never be used as an open-enrollment charter school as provided and/or described by Subchapter D, Title 2, Texas Education Code as may from time to time be amended.

Exceptions to Conveyance and Warranty: [*Permitted*

*Exceptions*]

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from

and existing by reason of any water or utility district; and taxes for 2020, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE REAL ESTATE SALES CONTRACT BY AND BETWEEN GRANTOR AND GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE;

(II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY INCLUDING BUT NOT LIMITED TO THE DISCLOSURES IN THE REAL ESTATE SALES CONTRACT; (V) ANY ASBESTOS AND ALSO ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR

ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns for so long as the Fee Simple Determinable Condition is met and if the Fee Simple Determinable Condition is violated, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

BOARD OF TRUSTEES OF THE MCALLEN  
INDEPENDENT SCHOOL

By: EXHIBIT ONLY - NOT FOR SIGNATURE, President

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

COUNTY OF HIDALGO

§

§

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that he/she is the President of the Board of Trustees of the McAllen Independent School District; that he/she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on \_\_\_\_\_; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20 .

EXHIBIT ONLY - NOT FOR SIGNATURE

Notary Public, State of Texas

Return to Grantee's  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:**   
Arely Benavides (Sep 23, 2020 15:23 CDT)

**SUPERVISOR:**   
Arely Benavides (Sep 23, 2020 15:23 CDT)

**Approved for presentation to the Board of Education:**



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**Superintendent of Schools**

**INTERLOCAL AGREEMENT BY AND  
BETWEEN THE CITY OF MCALLEN AND  
THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS



COUNTY OF HIDALGO

This Agreement is made by and between the McAllen Independent School District (hereafter referred to as “District”) and the City of McAllen, Texas (hereafter referred to as “City”) effective the 28th day of September, 2020.

WHEREAS, District owns the Memorial Veterans’ Stadium, located at Bicentennial and Tamarack Avenue, in the City of McAllen, Hidalgo County, Texas, (hereinafter referred to as the “Stadium”);

WHEREAS, the District and City executed that certain Interlocal Cooperative Agreement dated October 1, 2013 (the “October 1, 2013 Interlocal Agreement”) wherein the District and City agreed to make certain improvements to the Stadium to more fully utilize the Stadium for the residents of the City and to designate the days of use of the Stadium by the District and the City;

WHEREAS, the District and the City desire to renovate the press box of the Stadium to further enhance the Stadium for District and City events at the Stadium;

WHEREAS, the District has procured an engineer to prepare plans for the renovation of the press box located at the Stadium (the “Press Box”);

WHEREAS, the District has agreed to contribute the sum of One Million Five Hundred Thousand and no one hundredths Dollars (\$1,500,000.00) to renovate the Press Box;

WHEREAS, the City has agreed to contribute the sum of One Million and no one hundredths Dollars (\$1,000,000.00) to renovate the Press Box;

WHEREAS, District and City desire to formalize their respective monetary commitments to renovate the Press Box and to provide a process by which District and City will meet and confer if a guaranteed maximum price is received by District in excess of Two Million Five Hundred Thousand and no one hundredths Dollars (\$2,500,000.00) to renovate the Press Box; and

WHEREAS, City and District have the authority to enter into this Agreement pursuant to the provisions of the Intergovernmental Cooperation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

**ARTICLE I  
IMPROVEMENTS TO THE PRESS BOX AT THE STADIUM**

1.1 The District hereby designates the Press Box at Veterans' Memorial Stadium as being the location for renovations and improvements under the terms and conditions of this Agreement.

1.2 The District shall prepare, by registered State of Texas engineer to be chosen by District, plans and specifications for the construction of the renovations and improvements of the Press Box located at the Stadium for review by the City. The plans and specifications shall show approximate locations, the types of improvements along with any other appurtenant equipment such as elevators, etc. The improvement plans and specifications shall be approved by the Texas Dept. of License and Regulation, Division of Architectural Barriers, prior to issuance of a building permit by City.

1.3 The District and City will mutually cooperate to create a construction schedule which allows school events to continue during the construction process. The District shall

conduct bi-weekly meetings with the City during the renovation and construction process.

**ARTICLE II  
MAINTENANCE**

2.1 Upon completion of the renovation and construction of the Press Box, the District, at the District's expense, shall provide adequate maintenance service to the Press Box which shall include keeping all improvements and new equipment in a safe and fully functional condition, replacing equipment as necessary in accordance with recognized standards for any equipment.

2.2 The District shall provide general policing of the Press Box keeping the Press Box in a clean and orderly condition according to Federal, State, and City Health and Safety regulations.

**ARTICLE III  
MONETARY CONTRIBUTION BY DISTRICT AND CITY**

District shall contribute the sum of One Million Five Hundred Thousand and no one hundredths Dollars (\$1,500,000.00) to the renovations and construction of the Press Box. City shall contribute the sum of One Million and no one hundredths Dollars (\$1,000,000.00) upon the date of execution by District of the contract for renovations and construction of the Press Box. Should a renovation and construction contract be received by District in excess of Two Million Five Hundred Thousand and no one hundredths Dollars (\$2,500,000.00), District and City agree to meet and confer prior to District executing such contract to determine the respective means of funding of any amount of such contract in excess of the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

**ARTICLE IV  
OCTOBER 1, 2013 INTERLOCAL AGREEMENT**

The terms and provisions of the October 1, 2013 Interlocal Agreement by and between the McAllen Independent School District and the City of McAllen remain in effect.

**ARTICLE V  
GENERAL CONDITIONS**

5.1 This Agreement 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

5.2 The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non breaching party shall give sixty (60) days notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

5.3 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

5.4 In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

5.5 Neither the District nor the City shall be required to perform any term, condition

or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

5.6 MEDIATION: Both the parties desire to resolve disputes without litigation. Before any dispute between the District and the City related to this Agreement which is not resolved through informal discussion can be litigated it will first be submitted to a nonbinding mediation by a mutually acceptable mediator or mediation service. The parties to the mediation shall bear the mediation costs equally.

5.7 All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to District: McAllen Independent School District  
Attention: Jose A. Gonzalez, Ed.D.  
2000 North 23rd Street  
McAllen, Texas 78501

If to City: City of McAllen  
Attention:  
1300 Houston  
McAllen, Texas 78501

The undersigned represent and warrant that they are authorized to sign on behalf of and bind to the terms of this Agreement the party each represents.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date of the last party to execute this Agreement.**

McALLEN INDEPENDENT SCHOOL DISTRICT

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By: Conrado "Ito" Alvarado  
Its: President, Board of Trustees

CITY OF McALLEN

---

By: James Darling, Mayor

ATTEST:

---

\_\_\_\_\_, City Secretary

Approved as to form:

---

Kevin Pagan, City Attorney

Approved as to form:

*Stephen L. Crain*

[Stephen L. Crain \(Sep 25, 2020 09:41 CDT\)](#)

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Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain  
Attorneys for McAllen Independent School District  
for this Interlocal Cooperative Agreement

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** Conrad Alvarez

**SUPERVISOR:** \_\_\_\_\_

**Approved for presentation to the Board of Education:**



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**Superintendent of Schools**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** September 28, 2020

**SUBMITTED BY:** *Natalia Goza*  
Natalia Goza (Sep 24, 2020 08:43 CDT)

**SUPERVISOR:** \_\_\_\_\_

**Approved for presentation to the Board of Education:**

*J. Adamez*

90 \_\_\_\_\_  
**Superintendent of Schools**