

BOARD OF TRUSTEES
AGENDA

<input type="checkbox"/> Workshop	<input type="checkbox"/> Regular	<input checked="" type="checkbox"/> Special
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(A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

[Empty box for description]

(B) Action Item

Presenter(s): GILBERTO GONZALEZ, SUPERINTENDENT

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO EXTEND THE CURRENT CONTRACT WITH DELINQUENT TAX COLLECTING FIRM, LINEBARGER, GOGGAN, BLAIR, & SAMPSON, LLP, ATTORNEYS AT LAW.

(C) Funding source: Identify the source of funds if any are required.

[Empty box for funding source]

(D) Clarification: Explain any question or issues that might be raised regarding this item.

SEE ATTACHED MEMORANDUM.

TO: Gilberto Gonzalez, Superintendent

FROM: Ismael Mijares, Asst. Superintendent for Business & Finance

**SUBJECT: RENEWAL OF DELINQUENT TAX COLLECTING FIRM
CONTRACT**

DATE: September 3, 2013

The existing contract with the *District's Delinquent Tax Collecting Firm, Linebarger, Goggan, Blair, & Sampson, LLP, Attorneys at Law* expires on September 30, 2013. At this time, the renewal of the existing contract is being submitted for consideration and approval. The terms and conditions are the same as the previous contract, including the same three (3) year period. The *Contract Renewal* begins October 1, 2013 and ends September 30, 2016.

A copy of the *Contract Renewal* has been provided to our School District Attorney, Richard Strieber to review its appropriateness. The *Contract Renewal* may be subject to the modifications as recommended by our *School District Attorney*.

Please let me know if you should need further information regarding this contract.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF MAVERICK

THIS CONTRACT is made and entered into by and between the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** on behalf of the District and on behalf of the collector of taxes for its taxing authorities and all authorities for whom it collects delinquent taxes, acting herein by and through its governing body and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, Attorneys at Law.

I.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT agrees to employ and does hereby employ **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** to enforce by suit or otherwise the collection of all delinquent taxes, penalty, and interest, on behalf of the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** and on behalf of the collector of taxes for its taxing authorities and all authorities for whom it collects delinquent taxes, within the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** owing to the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** and units for which the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** collects taxes, provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the first day of July of the year in which the same shall become delinquent except that suits resolved before the first day of July must include current year delinquent taxes, which are also subject to the terms of this contract as provided for in Paragraph VI below. "Resolved" is defined as the payment in full of all taxes, penalties and interest as provided by Texas law. Any lawsuits filed for previous year delinquent taxes shall include current year taxes

if they become delinquent after February 1st of the subsequent year.

II.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP is to call to the attention of the collector or other officials any errors, double assessments, or other discrepancies coming under their observation during the progress of the work, and is to intervene on behalf of the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** in all suits for taxes hereafter filed by any taxing unit on property located within its geographical limits.

III.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT agrees to furnish delinquent tax statements in electronic format to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** on all property within the taxing jurisdiction. **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will print and will assume responsibility for having penalty and interest computed on statements before such statements are mailed to property owners.

IV.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP agrees to file suit on and reduce to judgment and sale any property located within the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** against which a tax lien would prevail, provided **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** will furnish the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** agrees to sue for recovery of the court costs as provided by Tex. Tax Code Ann. Sec. 33.48 (Vernon 1992). Additionally, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** agrees to bear all costs associated with the performance of this Contract. Further, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** agrees to prepare and mail so

called “pass-through” and all delinquent notices on behalf of the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** as required by Tex. Tax Code Ann. Sec. 33.07 and 33.08.

V.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP agrees to make progress reports to the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** as requested, and to advise the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes. Further, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** agrees to provide bilingual taxpayer assistance.

VI.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT agrees to pay to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** as compensation for services required hereunder fifteen percent (15%) of the amount collected of all delinquent taxes, penalty, and interest in the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract as and when collected provided such collection penalty is collected pursuant to Tex. Tax Code Ann. Sec. 33.07, 33.08, 33.48 or as attorneys fees awarded by a court of competent jurisdiction. In no event shall fees be deducted from taxes, penalties or interest reserved to **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** by law. All compensation above provided for shall become the property of **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** at the time payment of taxes, penalty, and interest is made to the collector. The collector shall pay over said funds monthly by check.

VII.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT recognizes and acknowledges that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** owns all right, title and

interest in certain proprietary software that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** may utilize in conjunction with performing the services provided in this Contract. The **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** agrees and hereby grants to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** the right to use and incorporate any information provided by the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** shall be entitled to obtain a copy of such data that directly relates to the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT'S** accounts at any time.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT**, except as may be required by law or where such information is otherwise publicly available. It is agreed that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** and will generally be used internally, but may be shared with **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** affiliates, partners or other third parties for purposes of improving **LINEBARGER GOGGAN BLAIR &**

SAMPSON, LLP's software and services.

VIII.

This Contract shall be effective on October 1, 2013 (The "Effective Date") and shall expire on September 31, 2016 (the "Expiration Date") unless extended as hereinafter provided. Unless prior to 60 days before the Expiration Date, the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** or **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** notifies the other in writing that it does not wish to continue this Contract beyond its initial term, this Contract shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** or **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, the Contract shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

The **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** shall have the right to sooner terminate this contract by giving written notice of such intention to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**. Whether this Contract expires or is terminated, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the date of termination or expiration for an additional six months following termination or expiration. The **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** agrees that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall be compensated as provided by Paragraph VI for any base tax, penalties and interest collected in the pending matters during the six-month period.

IX.

During the term of this Contract, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will provide, at no charge to the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** services for the appeal of the value assigned to the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** by the State Comptroller's Office. **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** also agrees to represent the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** in valuation disputes with the Maverick County Appraisal District at no charge to the **EAGLE PASS INDEPENDENT SCHOOL DISTRICT**.

X.

This Contract is not assignable, provided however, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

The **EAGLE PASS INDEPENDENT SCHOOL DISTRICT** acknowledges and consents to the representation by **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** of other taxing entities that may be owed taxes or other claims and be secured by the same property as **EAGLE PASS INDEPENDENT SCHOOL DISTRICT's** claim.

In consideration of the terms and compensation herein stated, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** hereby accepts said employment and undertakes the performance of this Contract as above written. This Contract is executed on behalf of **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** and **EAGLE PASS**

INDEPENDENT SCHOOL DISTRICT by the duly authorized persons whose signatures appear below.

WITNESS the signatures of all parties hereto in duplicate originals this, the ____ day _____, 2013, MAVERICK COUNTY, TEXAS.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: _____
EAGLE PASS ISD
BOARD PRESIDENT

By: _____
CLIFTON F. DOUGLASS, III
MANAGING PARTNER

ATTEST: