



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 15, 2018

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Dr. Abelardo Saavedra, Superintendent
Juan C Zamora, Chief Financial Officer

Item Title: Approval to renew the contract between South San Antonio I.S.D. and Linebarger Goggan Blair & Sampson, LLP

Description:

Linebarger Goggan Blair & Sampson, LLP are contracted for the collection of delinquent taxes on behalf of South San Antonio ISD. This is the first of two renewals allowed under this agreement for the period of March 4, 2019 thru March 3, 2024.

Recommendation:

Approve the extension agreement for Linebarger Goggan Blair & Sampson, LLP as presented.

District Goal/Strategy:

Strategy 5 We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount:

CFO Approval

NA

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

JCZ
[Signature]

7/26/18
8-2-2018

Revival and Extension Agreement for Contract to Collect Delinquent Taxes

This agreement is between the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, Attorneys at Law.

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** previously entered into a written contract entitled "CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES" in March 2004, and a subsequent "Agreement Modifying Written Contract for the Collection of Delinquent Taxes", signed on January 18, 2006 for a five (5) year period beginning March 4, 2004 and ending March 3, 2009. A copy of that contract is attached and marked as Exhibit A. The contract provided for options to extend the contract on like terms for four (4) additional periods of five (5) years.

SOUTH SAN INDEPENDENT SCHOOL DISTRICT and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** desire to, and do hereby revive and extend the Contract on similar terms for two (2) extension periods of five (5) years beginning retroactively on March 4, 2009 through March 3, 2019. Hereafter, the contract will have two (2) additional extension periods of five (5) years each.

This Contract Extension is executed on behalf of the **SOUTH SAN INDEPENDENT SCHOOL DISTRICT** and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** by the duly authorized persons who signatures appear below.

WITNESS the signatures of all parties hereto in duplicate originals this, the ____ day of _____, 2018, BEXAR COUNTY, TEXAS.

**SOUTH SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

**LINEBARGER GOGGAN BLAIR &
SAMPSON, LLP**

By: _____
ANGELINA OSTEGUIN
President, Board of Trustees


By: 
CLIFTON F. DOUGLASS III
Managing Partner – San Antonio

EXHIBIT A

Agreement Modifying Written Contract for the Collection of Delinquent Taxes

This agreement is between **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** and the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP and the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** previously entered into a contract entitled "Contract For The Collection of Delinquent Taxes" in March, 2004. A copy of that contract is attached, marked Exhibit A, and, insofar as it is not inconsistent with the terms of this agreement, made a part of this agreement.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP and the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** desire to, and do hereby modify the contract, Exhibit A attached, in the following respects: Paragraph 1 of the contract is hereby deleted, and the following italicized language is substituted:

Taxes owed to the SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT shall become subject to this agreement upon the following dates, whichever occurs first:

- (a) *On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;*
- (b) *On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);*
- (c) *On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** is at the request of the Tax Assessor-Collector acting on behalf of the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**;*
- (d) *On the date of filing any claim in bankruptcy where recovery of the tax is sought;*
- (e) *In the case of delinquent tangible personal property, on the 60th day after the February 1 delinquency date; or*
- (f) *On July 1 of the year in which the taxes become delinquent.*

Paragraph VI of the contract is hereby deleted, and the following italicized language is substituted:

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT agrees to pay to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** as compensation for services required herein, the following amounts:

- (a) *Fifteen percent (15) of the amount of all 2004 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph I above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and*
- (b) *Twenty percent (20%) of the amount of all 2005 and subsequent year taxes, penalty, and interest subject to the terms of this contract as set forth in Paragraph I above, collected and paid to the collector of taxes during the term of this contract, as and when collected.*

Compensation under this contract amendment will extend to the collection of delinquent ad valorem taxes and ad valorem taxes not then delinquent that are involved in Bankruptcy or Eminent Domain proceedings as defined in Paragraph VII of the original contract.

This modification agreement is executed on behalf of **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** and the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** by the duly authorized persons whose signatures appear below on the 18th day of January, 2006.

**SOUTH SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

**LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP**

By: 
MANUEL LOPEZ
President, Board of Trustees

By: 
CLIFTON F. DOUGLASS III
Managing Partner - San Antonio

ATTEST:


JAIME A. GALLEGOS - Secretary, Board of Trustees

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF BEXAR

THIS CONTRACT is made and entered into by and between the **SOUTH SAN ANTONIO 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.

SOUTH SAN ANTONIO 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 **SOUTH SAN ANTONIO 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 **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** owing to the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** and units for which the **SOUTH SAN ANTONIO 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.

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 **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** in all suits for taxes hereafter filed by any taxing unit on property located within its geographical limits.

III.

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT agrees to furnish delinquent tax statements to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** on all property within the taxing jurisdiction. **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will furnish forms for said statements on request 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 **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** against which a tax lien would prevail, provided **SOUTH SAN ANTONIO 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 costs as court costs as provided by Tex. Tax Code Ann. Sec. 33.48 (Vernon 1992).

V.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP agrees to make progress reports to the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** on request, and to advise the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

VI.

SOUTH SAN ANTONIO 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. 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.

The obligations of **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will extend to the collection of delinquent *ad valorem* taxes and *ad valorem* taxes not then delinquent that are involved in Bankruptcy and Eminent Domain proceedings, and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will be entitled to receive its fee of 15% (fifteen percent) of all taxes, penalties, and interest collected pursuant to said proceedings.

VIII.

This contract is drawn to cover a period of five (5) years beginning March 4, 2004, and ending March 3, 2009. **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** shall have the option, exercisable at any time that this contract is in force, to renew and extend this contract on its identical terms for four (4) additional periods. At **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT's** option, the exercise by the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** of a renewal option may be for either a three (3) or five (5) year period. The first extension shall commence March 4, 2009. The remaining renewal option periods shall commence on March 4 of the year in which the previous option expires. On termination of this contract, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall have an additional six months after termination to reduce to judgment all suits filed prior to the date last mentioned, and provided further that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. 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. The **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** shall have the right to sooner terminate this contract for cause, giving thirty (30) days' written notice of such intention, with a statement of the cause or reasons for such termination, after giving **LINEBARGER GOGGAN BLAIR PEÑA & SAMPSON, LLP** a reasonable opportunity of explaining or rectifying the same. In case of such termination, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall be entitled to receive and retain all compensation due up to the date of said termination.

VIII.

During the term of this contract, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will contract, at no charge to the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, with the economic consulting firm of Kavoussi & Associates to represent the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** in the appeal of the value assigned to the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** by the State Comptroller's Office. **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** also agrees to represent the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** in valuation disputes with the Bexar Appraisal District at no charge to the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**.

IX.

This contract is executed on behalf of the **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** by the presiding officer of its governing body who is authorized to execute this instrument by resolution heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in triplicate originals this, the ___ day of March, AD 2004, BEXAR COUNTY, TEXAS.

**SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

By: Connie Parker
SOUTH SAN ANTONIO ISD
BOARD PRESIDENT

**LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP**

By: Clifton F. Douglas III
CLIFTON F. DOUGLASS, III
MANAGING PARTNER