



JUDSON INDEPENDENT SCHOOL DISTRICT

Meeting Date: September 18, 2025

Submitted By: Tony Kingman
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving the option to extend SAMCO Capital for an additional (2) one-year periods on RFQ 22-19 Financial Advisor Services for the Business Services Department.

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees approve the option to extend SAMCO Capital for an additional (2) one-year periods on RFQ 22-19 Financial Advisor Services for the Business Services Department.

IMPACT/RATIONALE:

Allows the District to purchase goods and services in accordance with Section 44.031 of the Texas Education Code. The original agreement was for an initial period of three (3) years with the option to extend for an additional two (2), one (1) year periods.

BOARD ACTION REQUESTED:

Approval/Disapproval



FINANCIAL ADVISORY CONTRACT

Judson Independent School District
8012 Shin Oak
San Antonio, Texas 78233

To Whom it May Concern:

In regard to serving as the District's financial advisor and consultant, pursuant to and in accordance with the provisions of RFQ for financial advisor services, we submit the following agreement for your approval and acceptance:

1. Term. This agreement will be for an initial period of three (3) years, commencing November 1, 2022, and unless notice of termination shall have been given prior to the expiration of the initial terms or any extended terms, this agreement may be extended for two one-year intervals.

2. Duties. The duties and responsibilities to be performed under this agreement include consulting with and advising the District in the development and implementation of a plan of financing to meet the capital borrowing needs of the District and as to other financial matters incident and related thereto. Please see Scope of Services attached.

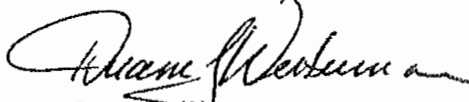
3. Compensation. For each plan of financing developed and implemented hereunder, the compensation for services rendered shall be based on the fee schedule attached. It is agreed such compensation shall be paid only from the proceeds of sale of such financing unless another and separate arrangement acceptable to both parties hereto is approved in writing.

4. Assignment. Because of the personal nature of the services to be rendered, this agreement shall be and is deemed to be entered into with Duane L. Westerman and/or Nicholas L. Westerman notwithstanding their association with any financial company, group, or association. Such agreement, during the initial term thereof and any extension thereof, shall be automatically assigned to and transferred with such named persons and inure to their benefit in all respects and with whomsoever such persons shall associate.

5. Termination. This agreement may be terminated with cause at any time by either of the parties by giving thirty (30) days written notice to the other party. Any work in progress shall proceed to completion, and we shall be entitled to recover actual expenses previously authorized by you and incurred in reasonable amount to that time.

Respectfully submitted,

SAMCO Capital Markets, Inc.

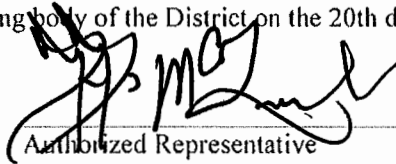


Duane L. Westerman
Senior Managing Director



Nicholas L. Westerman
Managing Director

Accepted and approved by the governing body of the District on the 20th day of October 2022.



Authorized Representative
Judson Independent School District

Exhibit A

Scope of Services

Review: We will conduct a review of the financial resources of the Issuer to determine the extent of the borrowing capacity of the Issuer. This review will include an analysis of (1) the existing debt structure in relation to the sources of revenue projected by the Issuer which may be pledged to secure payment of the Obligations to be issued, and (2) where appropriate, the trends (as estimated by representatives of the Issuer) of revenues, taxing power and future financing needs.

Plan of Financing: On the basis of the information and estimates developed through our review and other information that we consider appropriate, we will provide recommendations as to a plan of finance that will include (1) the date of the issue, (2) interest payment dates, (3) a schedule of maturities, (4) early redemption options, and (5) other matters that we consider appropriate to increase the marketability of the proposed Obligations and achieve the lowest potential borrowing cost.

Bond Attorneys: We understand that you will retain or have retained a firm of recognized municipal bond attorneys, whose fees will be paid by you, who will prepare the proceedings, who will provide advice concerning the steps necessary to be taken to issue the Obligations, and who will issue an opinion approving the legality of the Obligations. We will maintain liaison with the bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents

Bond Election: If an election is necessary to issue the bonds, we will work with the bond attorneys to coordinate the necessary actions and documents to call and hold the election including, but not limited to, the required orders, resolutions, notices etc.

Terms of Bond Issue: Based upon the review and plan of finance we will provide recommendations as to the proposed terms, structure, and conditions of the proposed issuance including date of the issue, interest payment dates, schedule of principal maturities and early redemption provisions.

Type of Sale: We will provide information and recommendations regarding the type of sale that will be best suited for the particular financing. A bond issue could be sold through a competitive sale, a negotiated sale, or a private placement. Whichever type of sale is decided upon, we will provide the coordination and preparation of the required offering and disclosure documents in conjunction with the issuer and the bond attorneys.

Credit Ratings: We will consult with the issuer on the matter of credit rating(s) for the proposed issue and make a recommendation as to whether a rating should be obtained. Upon request of the issuer we will coordinate the preparation of information to be submitted to any rating agency and where appropriate schedule a meeting with such agency.

Issuance/Delivery of the Bonds: Once the bonds are sold, we will coordinate with the bond attorneys and the purchasers or underwriters of the bonds for the delivery and closing of the bond issue. We will prepare a closing memorandum with the instructions for the delivery of the bonds and the delivery of the proceeds of the bonds to the issuer, including the payment of the costs of issuance relating to the issuance of the bonds.

After Closing: We will deliver to the issuer and the paying agent the debt service schedules and the annual debt service requirements of the bonds.

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by SAMCO Capital Markets, Inc. ("SAMCO") to [MUNICIPAL ENTITY/OBLIGATED PERSON] (the "Client"). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

- There are no known material conflicts of interest known to SAMCO in connection with the Scope of Services under this Agreement.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

- There are no legal or disciplinary events that are material to Client's evaluation of SAMCO or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

Client may review SAMCO's most recent Form MA and each most recent Form MA-I filed with the SEC on the SEC's EDGAR system at: <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001333702>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4, as applicable. Information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports SAMCO's CRD number is 136532.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: November 1, 2022

FEE SCHEDULE

In consideration for services rendered by SAMCO Capital Markets, the District agrees that our maximum fee for each issue of Obligations will be as follows :

If the Amount of Bonds Issued is:		The Fee is						
More Than	And Not More Than							
\$ -	\$ 1,000,000	\$ 5,750	plus	\$10.00	per \$1,000	for all over	\$ 500,000	
1,000,000	5,000,000	10,750	plus	6.00	per \$1,000	for all over	1,000,000	
5,000,000	10,000,000	34,750	plus	2.50	per \$1,000	for all over	5,000,000	
10,000,000	30,000,000	47,250	plus	1.25	per \$1,000	for all over	10,000,000	
30,000,000	50,000,000	72,250	plus	1.00	per \$1,000	for all over	30,000,000	
50,000,000	75,000,000	92,250	plus	0.65	per \$1,000	for all over	50,000,000	
75,000,000	100,000,000	108,500	plus	0.35	per \$1,000	for all over	75,000,000	
100,000,000	No limit	117,250	plus	0.20	per \$1,000	for all over	100,000,000	

With regard to fees for revenue bonds and/or other debt instruments involving escrow agreements (refunding as an example), it is understood and agreed that our fee will be the fee schedule set out above plus 20%. In addition, fees for Build America Bonds, Qualified School Construction Bonds and Qualified Zone Academy Bonds may also have an amount up to 20% added for the issuance of these type of financings. It is also understood and agreed that we may charge, in addition to our Financial Advisory fee, a computer/analytical fee to be negotiated on a case by case basis. On Grant/Loan Programs the fee set forth above will be used to compute a fee based on the total project cost, plus out-of-pocket expenses as set forth below:

For each issue of obligations, SAMCO will bill the District, at closing, a net amount that will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the District for the preparation, printing, and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies, rating fees and travel expenses, if any, printing of the obligations, and all appropriate costs and expenses associated with the closing and delivery of the obligations.

The out of pocket expenses included above are travel, lodging, subsistence and normal office expenses. If there were to be an instance where we would be looking for any reimbursement we would get approval first.

Any additional work or work outside the scope of projects listed above will be done at an amount agreed upon by the District and ourselves at the time the work is done

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship with the vendor in item 3 as described by Section 176.003(a)(2)(A), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.