

NO: _____



United Independent School District

AGENDA ACTION ITEM

TOPIC: Discussion and possible action on Delinquent Tax Computer Service Agreement

SUBMITTED BY: Norma Farabough and Hall, Quintanilla & Alarcon Tax Collection, L.L.P. OF: Tax Office & Delinquent Tax Attorneys

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: 8/17/2011

RECOMMENDATION:

To approve the Delinquent Tax Computer Service Agreement

RATIONALE:

To facilitate the transfer of data between the Delinquent Tax Attorneys and the Tax Office

BUDGETARY INFORMATION:

N/A

BOARD POLICY REFERENCE AND COMPLIANCE:

N/A

DELINQUENT TAX FIRM COMPUTER SERVICES AGREEMENT

1. Introduction

This Agreement is made and entered into by and between United Independent School District ("UISD") and Hall, Quintanilla & Alarcon Tax Collection P.L.L.C. ("Firm"). This Agreement shall be in effect for the duration of the employment of the Firm by UISD. This Agreement will take effect only after approval by the UISD Board of Trustees.

II. Purpose

The purpose of this Agreement is to provide for the exchange and sharing of information between the Firm and UISD in order to enhance the delinquent tax collection practices at UISD.

This Agreement recognizes that the Firm's state of the art technology will allow UISD and the Firm to effectively and efficiently communicate to better serve the constituents of UISD.

III. Terms and Consideration

As part of the consideration paid by UISD to the Firm for the services as delinquent tax attorneys for UISD, the Firm will be able to access all of the District's delinquent tax office files that are pending for collection through the Firm's remote computer system. Upon the severance of the employment of the Firm by the UISD Board of Trustees, the Firm will transfer ownership to UISD of any computer and/or hardcopy data pertaining to UISD business that the Firm accumulates during their longevity of employment with the District within thirty (30) days of the receipt of request for such data information. UISD agrees that the District shall not share any attorney work product information with any third party, unless the Firm consents to the release of such information or as obligated by law. In addition, UISD shall maintain the attorney work product data for a period often (10) years after the transfer of such computer data to UISD. Furthermore, the Firm agrees that it shall be responsible for any and all maintenance computer fees on their Firm computers, and the licenses for the computer software shall be issued under the Firm's name. Upon completion of the services by the Firm, UISD shall have the first right before any other third party to purchase from the Firm the computer software licenses. The price for such licenses shall not exceed an amount paid by the Firm for such licenses, and the Firm shall produce receipts of the costs expended by the Firm for such licenses.

IV. Scope

This Agreement may be amended only in writing. Any amendment to this Agreement is subject to the approval of both parties. This Agreement represents the entire agreement between the parties.

Judd Gilpin, President, Board of Trustees
United Independent School District
Date: _____

Ricardo "Rick" Rodriguez, Secretary, Board of Trustees
United Independent School District
Date: _____

Alberto Alarcon, Member
Hall, Quintanilla & Alarcon Tax Collection, P.L.L.C
Date: _____