

BOARD OF TRUSTEES
AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
-----------------------------------	---	----------------------------------

(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): SAMUEL MIJARES, SUPERINTENDENT
ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS AND FINANCE

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE CONTRACT BETWEEN EAGLE PASS INDEPENDENT SCHOOL DISTRICT AND LINEBARGER GOGGAN BLAIR & SAMPSON, LLP TO CONDUCT APPEAL OF THE PROPERTY VALUE STUDY FINDINGS AS CONDUCTED BY THE COMPTROLLER'S OFFICE.

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

STATE FUNDING

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

SEE ATTACHED CONTRACT.

CONTRACT

This Contract is between the law firm of Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as Firm, and Eagle Pass Independent School District, hereinafter referred to as District. This Contract is for the administrative appeal, and any judicial appeal of the property value study findings as conducted by the Comptroller's Office as of January 1, 2023 for the school year 2023-2024 and for each succeeding year's study. Firm and District agree as follows:

I.

Administrative and Judicial Appeal Services

Firm agrees to represent District in the administrative appeal, and any judicial appeal of the property value study conclusions for District. Included in such administrative and judicial appeal representation is research of the preliminary conclusions, the gathering and analysis of property sales, appraisals and such other evidence as may be necessary or appropriate, presentation of the appeal at administrative hearings, and prosecution of any judicial appeal. Firm agrees to retain any necessary consultants or appraisers as required.

II.

Fees and Expenses

Firm agrees to bear the costs of preparing and presenting the administrative appeal, and prosecuting any judicial appeal including the expenses, if any, for appraisers or other consultants.

District agrees to pay Firm as compensation for services under this Contract a contingent fee equal to ten percent (10%) of the additional State aid that District qualifies for as a result of the administrative, or judicial appeal. Payment of the fee to Firm shall be made following the certification of State aid amounts by the Commissioner of Education, or as agreed upon in a letter to District executed by a partner of the Firm.

III.

Termination

This contract covers the 2023 study and each succeeding annual study until this contract is terminated by either Firm or District. Firm or District may terminate this contract by providing 30 days written notice to the other party.

Compliance with Tx. Govt. Code 2271.002. In order to comply with Tx. Govt. Code 2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. 13). In order to comply with Tx. Govt. Code 2274.002, the Firm hereby certifies that it does not boycott energy companies and will not boycott energy companies during the term of the agreement.

Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. 19). In order to comply with Tx. Govt. Code 2274.002, the Firm certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

This Contract is executed on _____, 2024 at Maverick County, Texas.

Eagle Pass Independent School District

Linebarger Goggan Blair & Sampson, LLP

By: _____

By: _____

PARTNER

TITLE