

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT
AGENDA ACTION SHEET**

Date: February 6, 2023

Subject: **DISCUSS AND CONSIDER APPROVAL OF CONTRACT TO LINEBARGER GOGGAN BLAIR & SAMPSON, LLP FOR ADMINISTRATIVE AUDIT OF THE PROPERTY VALUE STUDY FINDINGS**

Administrator Responsible: Vanessa R. Riggs

Position: Chief Financial Officer

A. Purpose of Agenda Item:

Information Only

Action Needed

B. Authority for this Action:

Local Policy _____

Law or Rule CH (LOCAL)

C. Strategic Objective, Goal, or Need Addressed:

The goal is to approve contract to Linebarger Goggan Blair & Sampson, LLP for property value study protest.

D. Summary:

On Tuesday, January 31, 2023 the Comptroller's Office released preliminary property values for the 2022 tax year (2022-2023 school year). Upon review, Robstown ISD failed the property value study and received state values. The state values are higher than the local value, because the Comptroller's office determined the county appraisal district had valued property too low. As a result, the local share of the FSP increases which typically results in lower state aid than the district may have been projecting. Since the District is in grace period it is essential that the District file a protest with the Comptroller. Linebarger Goggan Blair and Sampson have expertise in filing protests and being successful in overturning state values. The District has 40 days to file a protest. It's important that we engage counsel as soon as possible in order to get a protest submitted in time.

E. Alternatives Considered:

F. Comments Received:

G. Administrative Recommendation:

It is administrations recommendation that the Board of Trustees approve the contract to Linebarger Goggan Blain & Sampson for an administrative audit of the property value study findings.

H. Fiscal Impact and Cost:

I. Monitoring and Reporting Time-Line:

CONTRACT

This Contract is between the law firm of Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as Firm, and Robstown Independent School District, hereinafter referred to as District. This Contract is for the administrative appeal, audit, and any judicial appeal of the property value study findings as conducted by the Comptroller's Office as of January 1, 2022 for the school year 2022-2023 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, audit, 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, audit, 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 seven and one-half percent (7.5%) of the additional State aid that District qualifies for as a result of the administrative, judicial appeal, or audit. 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 2022 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 _____, 2023 at Nueces County, Texas.

Robstown Independent School District

Linebarger Goggan Blair & Sampson, LLP

By: _____

By: _____
PARTNER