

**CITY OF SANDY OAKS, TEXAS**

**RESOLUTION 2020-121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SANDY OAKS, TEXAS APPROVING A CONTRACT  
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY OAKS,  
TEXAS THAT:**

**SECTION 1.** After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the City Council hereby approves the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP ("Agreement") and the Mayor is authorized to execute this Agreement.

**SECTION 2.** After exercising its due diligence, the City of Sandy Oaks finds that:

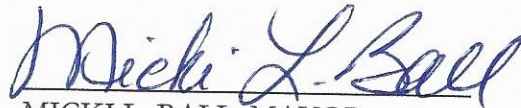
1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Sandy Oaks at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City of Sandy Oaks does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP is well qualified and competent to perform the legal services required to comply with the terms of this Agreement;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Sandy Oaks in the past and the City has been well satisfied with the quality and outcome of the legal services provided;
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City of Sandy Oaks and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

**SECTION 3.** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.


**SECTION 4.** This Resolution shall take effect immediately from and after the passage and approval of this Resolution.

PASSED, APPROVED, AND ADOPTED this 24<sup>th</sup> day of September 2020.

**CITY OF SANDY OAKS, TEXAS**

  
MICKI L. BALL, MAYOR

**ATTEST:**

  
Katherine Yelton, City Secretary

## **Agreement to Extend Contract for Collection of Delinquent Taxes**

This agreement is between the **CITY OF SANDY OAKS**, 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.

**CITY OF SANDY OAKS and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** previously entered into a written contract entitled "Contract for the Collection of Delinquent Taxes" on the 24<sup>th</sup> day of August, 2015 beginning October 1, 2015 and ending September 30, 2020. That contract is attached as Exhibit A. The contract provides for options to extend the contract on its identical terms for five (5) additional periods of five (5) years beginning October 1, 2020.

**CITY OF SANDY OAKS and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** desire to, and do hereby extend the original contract on similar terms for one (1) period of five years beginning on October 1, 2020 and expiring September 30, 2025. The City will have four additional extension periods remaining in the contract. The original contract is consistent with the terms of this agreement, and made a part of this agreement.

This contract extension is executed on behalf of the **CITY OF SANDY OAKS and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** by the duly authorized persons whose signatures appear below.

WITNESS the signatures of all parties hereto in duplicate originals this, the 24<sup>th</sup> day of September, 2020, BEXAR COUNTY, TEXAS.

**CITY OF SANDY OAKS**

By: Micki L. Ball  
MICKI BALL  
Mayor

**LINEBARGER GOGGAN  
BLAIR & SAMPSON, LLP**

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

# EXHIBIT A



## 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 **CITY OF SANDY OAKS**, 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.

### I.

**CITY OF SANDY OAKS** agrees to retain and does hereby retain **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** to enforce by suit or otherwise the collection of all delinquent taxes, penalty, and interest, on behalf of the **CITY OF SANDY OAKS**. Taxes owed to the **CITY OF SANDY OAKS** 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 **CITY OF SANDY OAKS**;
- (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 taxes for 2015 and subsequent tax years, on the 60<sup>th</sup> day after the February 1 delinquency date; or
- (f) On July 1 of the year in which the taxes become delinquent.

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 **CITY OF SANDY OAKS** in all suits for taxes hereafter filed by any taxing unit on property located within its geographical limits.

III.

**CITY OF SANDY OAKS** 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 sell any property located within the **CITY OF SANDY OAKS** against which a tax lien would prevail, provided **CITY OF SANDY OAKS** 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 **CITY OF SANDY OAKS** upon request, and to advise the **CITY OF SANDY OAKS** of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

VI.

**CITY OF SANDY OAKS** agrees to pay to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** as compensation for services required herein, twenty percent (20%) of the amount of all delinquent 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. 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 or Eminent Domain proceedings, and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will be entitled to receive its fee of 20% (twenty 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 October 1, 2015, and ending September 30, 2020. The **CITY OF SANDY OAKS** 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 five (5) additional periods of five (5) years. 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 retention and undertakes the performance of this contract as above written. The **CITY OF SANDY OAKS** 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 & SAMPSON, LLP** 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.

#### IX.

**CITY OF SANDY OAKS** recognizes and acknowledges that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** owns all right, title and interest in certain proprietary software that may be utilized in conjunction with performing the services provided in this Agreement. **CITY OF SANDY OAKS** agrees and hereby grants to **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** the right to use and incorporate any information provided by the **CITY OF SANDY OAKS** to update the databases in this proprietary software, and, notwithstanding that **CITY OF SANDY OAKS** information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that **CITY OF SANDY OAKS** shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that **CITY OF SANDY OAKS** shall be entitled to obtain a copy of such data that directly relates to the **CITY OF SANDY OAKS'S** accounts at any time.

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** agrees that it will not share or disclose any specific confidential **CITY OF SANDY OAKS** information with any other company, individual, organization or agency, without the prior written consent of **CITY OF SANDY OAKS**, except as may be required by law or where such information is otherwise publicly available. It is agreed that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall have the right to use **CITY OF SANDY OAKS** information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain **CITY OF SANDY OAKS** information. These aggregate statistics are owned solely by **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** and will generally be used internally, but may be shared with **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP'S** affiliates, partners or other third parties for purposes of improving its software and services.

X.

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** and **CITY OF SANDY OAKS** recognize that publication costs for citations, notices of sale, and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will advance such costs on behalf of the **CITY OF SANDY OAKS**. Upon recovery of such costs from the defendants or from the tax sale of the



defendant's property, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** shall be reimbursed for the advance payment. Alternatively, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** may arrange with the a vendor or agency providing the service that the actual payment of costs of services is wholly contingent on the recovery of such costs by **CITY OF SANDY OAKS** or **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** from the defendant or from the tax sale of the defendant's property. In such contingent arrangements, **CITY OF SANDY OAKS** has no responsibility or liability for the payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from the defendant or from the tax sale of the defendant's property.

**CITY OF SANDY OAKS** acknowledges that **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, but agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. **CITY OF SANDY OAKS** agrees that upon the recovery of such costs, **CITY OF SANDY OAKS** will (i) pay **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** for any such costs that have been advanced or performed by **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** and (ii) pay any third party agency or vendor owed for performing such services.

#### XI.

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

#### XII.

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written

request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

XIII.

This Agreement contains the entire Agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

XIV.

**CITY OF SANDY OAKS** acknowledges and consents to the representation by **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** of other governmental entities that may be owed taxes or other claims and be secured by the same property as **CITY OF SANDY OAKS'S** claim.

XV.

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** will retain files in the course of performing this services outlined in this Agreement according to the following schedule. After the time periods specified in this Section, **CITY OF SANDY OAKS** consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal and private information contained therein.

**TAX WARRANT FILES:**

Five years from the date of issuance of warrant.

**LITIGATION FILES:**

Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

**BANKRUPTCY FILES**

Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from the satisfaction of a claim, whichever is earlier, with respect to Chapter 7 or 13 proceedings.




Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

XVI.

This contract is executed on behalf of the **CITY OF SANDY OAKS** by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in triplicate originals this, the 24th day of September, AD 2015, BEXAR COUNTY, TEXAS.

**SOUTHWEST INDEPENDENT  
SCHOOL DISTRICT**

By:   
ERNEST GAY  
Mayor

**LINEBARGER GOGGAN  
BLAIR & SAMPSON, LLP**

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



ORDINANCE NO. 2015-28

AN ORDINANCE OF THE CITY OF SANDY OAKS, TEXAS, TO PROVIDE FOR THE IMPOSITION OF AN ADDITIONAL PENALTY ON DELINQUENT TAXES IN ORDER TO DEFRAY THE COSTS OF COLLECTION OF SAME

WHEREAS, the City of Sandy Oaks wishes to defray its costs of collection, as authorized by TEX. TAX CODE Sections 33.07, 33.08, and 33.11, that it incurs under a contract for collection of delinquent property taxes between said City and a private law firm entered into pursuant to TEX. TAX CODE Section 6.30;

WHEREAS, under said Sections 33.07, 33.08 and 33.11, the governing body of the City of SANDY OAKS is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE, BE IT ORDAINED BY the City Council of City of Sandy Oaks that:

Section 1: THE RECITALS SET FORTH IN THIS ORDINANCE ARE TRUE AND CORRECT.

Section 2: (a) AN ADDITIONAL PENALTY ON ALL DELINQUENT REAL AND PERSONAL PROPERTY TAXES FOR TAX YEAR 2015 IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.07, TEXAS TAX CODE, IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER FEBRUARY 1, 2015 BUT NOT LATER THAN MAY 1, 2015 AND REMAINS DELINQUENT ON JULY 1, 2015; AND

(b) AN ADDITIONAL PENALTY ON ALL DELINQUENT PERSONAL PROPERTY TAXES FOR TAX YEAR 2015 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.11, TEXAS TAX CODE, IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON FEBRUARY 1 OF A YEAR AND REMAINS DELINQUENT ON THE 60<sup>TH</sup> DAY THEREAFTER; AND

(c) AN ADDITIONAL PENALTY ON ALL DELINQUENT REAL PROPERTY TAXES FOR TAX YEAR 2015 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.07, TEXAS TAX CODE, IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER FEBRUARY 1 OF A YEAR BUT NOT LATER THAN MAY 1 OF THAT YEAR AND REMAINS DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THE TAX BECOMES DELINQUENT; AND

(d) AN ADDITIONAL PENALTY ON ALL DELINQUENT REAL AND PERSONAL PROPERTY TAXES FOR TAX YEAR 2015 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.08, TEXAS TAX CODE, IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER JUNE 1, UNDER SECTION 26.07(F), 26.15(E), 31.03, 31.031, 31.032, OR 31.04, TEX. TAX CODE.

Section 3: THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY FROM AND AFTER ITS PASSAGE AND THE PUBLICATION OF THE CAPTION, AS THE LAW IN SUCH CASES PROVIDES.

PASSED and APPROVED on this 13 day of August 2015.

PASSED and ADOPTED on this 13 day of August 2015.

APPROVED:

Ernest D. May  
Mayor

ATTEST:

Charlotte Rabe  
City Clerk

APPROVED AS TO FORM:

Cassandra Colby  
City Attorney