Master Agreement No. MA-2018-18
Master Agreement No. MA-2018-18 – Amendment 1
Master Agreement No. MA-2018-18 – Amendment 2

PARTICIPATION AGREEMENT

LAKE COUNTY TREASURER-TAX COLLECTOR AND
LINEBARGER GOGGAN BLAIR AND SAMPSON LLP

THIS PARTICIPATING AGREEMENT ("Agreement"), is made and entered into as of this ___ day of February 2024, by and between the LAKE COUNTY TREASURER-TAX COLLECTOR, with offices at 255 N. Forbes St, Lakeport, CA 95453, ("County"), and **Linebarger Goggan Blair & Sampson, LLP**, a limited liability partnership with offices at Terrace 2, 2700 Via Fortuna Drive, Suite 500, Austin, TX 78746 ("Contractor").

WHEREAS, Contractor and the Judicial Council of California (JCC), on behalf of the superior courts and counties of the State of California, are parties to that Master Agreement No. **MA-2018-18** ("Master Agreement") for collections services dated January 1, 2019;

WHEREAS, the Master Agreement sets forth the terms and conditions upon which Contractor will provide collections services to the superior courts, counties, and certain other designated entities in the State of California, should any such party desire to engage Contractor for such services;

WHEREAS, County pursues initial collection efforts on all accounts it establishes for unpaid fees, fines, forfeitures, penalties and assessments arising from criminal and traffic actions or proceedings;

WHEREAS, County desires to engage Contractor to perform collection services ("Services") in accordance with the Master Agreement on selected accounts established by the County and not fully paid 30 or more days from the date of their assessment or imposition, or on which an installment payment is not fully paid within 30 days of the date such payment was due under an installment payment plan ("Accounts").

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Participation of County/Engagement of Contractor. County engages Contractor to perform collection services in accordance with the terms and conditions of the Master

Agreement and this Participating Agreement. Terms defined in the Master Agreement will have the same meaning when used herein.

2. Scope of Services. Accounts transferred to Contractor for collection services under this Agreement will qualify for Services.

a. *Collection Services*. Contractor will perform collections activities on the Accounts transferred to it as set forth in Appendix A of the Master Agreement.

b. *Court Ordered Debt Program.* Contractor will refer Accounts it receives to the FTB Court Ordered Debt ("COD") Program, liaise with FTB regarding such Accounts, and administer such Accounts under the terms and conditions set forth in Section of the Master Agreement.

c. Contractor will refer to the FTB COD Program Accounts that meet the criteria set forth in Revenue and Taxation Code Section 19280, and all of the following criteria:

i. The remaining balance owed on the case is [$100] or more;

ii. County records regarding the Account indicate that, during the past six (6) months, no payments have been received, no new payment plan has been agreed to by the defendant, and no adjustments have been made by the County on the Account; and

iii. The Account has not been rejected by the FTB COD Program for any reason, or returned to the County as uncollectible.

d. *Tax Intercept Program*. In addition to other Services provided hereunder, Contractor shall prepare an electronic file transfer for those accounts forwarded from County that are eligible for the FTB Tax Intercept Program. County will forward eligible Accounts to the FTB, liaise with FTB regarding such Accounts, and perform the equivalent administrative functions regarding such Accounts as that set forth in Section 2.3 of the Master Agreement. County staff will integrate the file with County records also being sent. County staff will assist with written instructions and procedures as necessary, which Contractor will follow.

e. *Remittance*. Contractor will forward to County by the 5th day of each calendar month during the term of this Agreement via electronic transfer or

remittance check representing the total amount of funds received by Contractor on Accounts during such period, with accompanying statements.

3. Contacts. Each of the County and the Contractor will appoint a Project Manager, who will be authorized to make day-to-day decisions related to this Agreement. The respective Project Managers and their contact information is as follows:

County Project Manager		**Contractor Project Manager**	
Name:	Richard Mathias	Name:	Mark Lombardo
Title:	Collections Supervisor	Title:	Project Manager
Address:	255 N. Forbes St Lakeport, CA 95453	Address:	3150 El Camino Real, Suite D Carlsbad, CA 92008
Phone:	(707) 263-2236	Phone:	(760) 213-4783
Email:	Richard.Mathias@lakecountyca.gov	Email:	Mark.Lombardo@lgbs.com
Name:		Name:	Renee Linnabary
Title:		Title:	Director of Operations
Address:		Address:	5801 Soundview Dr NW, Ste 50B Gig Harbor, WA 98335
Phone:		Phone:	(206) 919-2088
Email:		Email:	Renee.Linnabary@lgbs.com

4. Payment and Pricing Structure. Contractor shall invoice County on a monthly basis for Commission Fees charged for its collections services under this Agreement, which will be the following percentage:

- New accounts 12.75%
- Up to 1 year old 12.75%
- Over 1 year old 14%
- FTB COD 50% of Commission Fee of net collected by FTB
- FTB TIP 50% of Commission Fee of net collected by FTB

The percentage will be calculated each month on the total funds collected during such month on all Accounts transferred to Contractor under this Agreement.

5. On-site personnel. Contractor is not required to perform services under this Agreement on-site at County locations.

6. Reporting Requirements. Notwithstanding the required reports and schedule of reports set forth in the Master Agreement, the parties hereto agree that Contractor will provide reports on a schedule mutually agreed upon by the parties. Contractor will provide additional reports upon request by the County and/or Court.

7. Term. The respective duties and obligations of the parties hereto shall commence on the date first written above, and shall automatically renew for the option period described in Paragraph 2 of the Coversheet of the Master Agreement unless the option to extend are not renewed by the Judicial Council or the Master Agreement is earlier terminated. Notwithstanding the foregoing, either party may terminate all or any of the services under this Agreement by giving ninety (90) days written notice to the other party. In addition, this Agreement is expressly conditioned upon the ability of the County under currently applicable California state law and policy to pay Contractor for services hereunder from revenue collected by Contractor on the Accounts. If any applicable law or policy is amended or enacted such that the revenue under this Agreement may not be applied to County's obligations under this Agreement, the County may, by written notice, terminate this Agreement on the effective date of such amended or enacted law or policy.

8. Notices. Any Notice must be sent to the following address and recipient:

If to Contractor:	If to the Participating Entity:
Mark Lombardo 3150 El Camino Real, Suite D Carlsbad, CA 92008 With copies to:	Richard Mathias Collections Supervisor 255 N. Forbes St Lakeport, CA 95453 With copies to:
Nancy Su Attorney 18000 Studebaker Road Suite 700 Cerritos, CA 90703 and Linebarger Goggan Blair & Sampson, LLP Client Services Terrace 2 2700 Via Fortuna Dr, Ste 500 Austin, TX 78746	Patrick Sullivan Treasurer-Tax Collector 255 N. Forbes St Lakeport, CA 95453

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

This Participating Agreement and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Agreement.

IN WITNESS WHEREOF, Participating Entity and Contractor have caused this Participating Agreement to be executed on the Participating Agreement Effective Date.

[PARTICIPTING ENTITY]

By: _____

Name: Patrick Sullivan

Title: Treasurer-Tax Collector

[CONTRACTOR]

By: _____

Name: Nancy Su

Title: Attorney