

SUPREME COURT OF TEXAS

Trend Offset Printing Services, Inc. v. Collin County Community College District

249 S.W.3d 429 (Tex. 2008) · No. No. 06-0525 · Decided March 28, 2008

SUMMARY

The Supreme Court of Texas held that the community college district's statutory "sue and be sued" provision did not waive its governmental immunity from suit. Because legislation enacted during the appeal potentially waived immunity for certain local-government contract claims, the court remanded for the trial court to consider that issue, while holding that the venue transfer was not reviewable under the applicable statute.

CASE DETAILS

COURT	Supreme Court of Texas
WRITING FOR THE COURT	Per Curiam
JURISDICTION	Texas
DECIDED	March 28, 2008
DOCKET	No. 06-0525
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Trend sued Collin County Community College District for amounts allegedly due under a written printing contract, lost profits for anticipatory breach, interest, costs, and attorney fees. After venue was transferred from Dallas County to Collin County, the trial court sustained the District's plea to the jurisdiction based on immunity from suit and dismissed the case. The court of appeals affirmed, and the Supreme Court of Texas granted Trend's petition for review.
STANDARD OF REVIEW	The venue transfer was not reviewable under Texas Civil Practice and Remedies Code section 15.002(c) when the motion sufficiently invoked section 15.002(b). The plea-to-the-jurisdiction issue was reviewed in light of statutory changes enacted while the case was on appeal.
PRECEDENTIAL VALUE	published precedential opinion

PARTIES

Trend Offset Printing Services, Inc. v. Collin County Community College District

TOPICS

venue contracts municipal law appellate procedure civil procedure

PRACTICE AREAS

civil procedure contracts governmental immunity municipal law appellate procedure

QUESTIONS PRESENTED

1. Whether the District's statutory 'sue and be sued' clause waived its immunity from suit for Trend's contract claims.
2. Whether later-enacted sections 271.151 through 271.160 of the Texas Local Government Code potentially waived the District's immunity from suit and required remand for consideration of that issue.
3. Whether the trial court's transfer of venue under Texas Civil Practice and Remedies Code section 15.002(b) was reviewable.

HOLDINGS

1. The 'sue and be sued' clause in section 11.151(a) of the Texas Education Code, as made applicable through sections 130.084(a) and 130.175, did not waive Collin County Community College District's immunity from suit.
2. Trend was entitled to an opportunity in the trial court to argue that sections 271.151 through 271.160 of the Texas Local Government Code waived the District's immunity from suit.
3. The venue transfer was statutorily beyond review because the District's motion sufficiently invoked the convenience-transfer provisions of Texas Civil Practice and Remedies Code section 15.002(b).

KEY QUOTATIONS

“However, while this case was on appeal, the legislature enacted sections 271.151-.160 of the Texas Local Government Code, which partially waive immunity from suit against certain local government agencies in some contract cases.” (430)

“As a result, it is irrelevant whether a transfer for convenience is supported by any record evidence.” (430)

FACTUAL BACKGROUND

Trend Offset Printing Services, Inc. entered a written contract with Collin County Community College District to print course schedules for one year, with an option to renew for two additional years. Trend delivered the first 201,000 schedules, but the District refused to pay. Trend sought the amount due and additional damages, including lost profits for anticipatory breach, interest, costs, and attorney fees.

PROCEDURAL HISTORY

Trend delivered the first 201,000 course schedules but the District refused to pay. Trend filed suit in Dallas County; venue was transferred to Collin County on the District's motion. The trial court dismissed the suit based on governmental immunity, and the court of appeals affirmed. The Supreme Court of Texas reversed and remanded, holding that Trend should have an opportunity to argue that later-enacted statutory provisions waived the District's immunity in this contract case, while concluding that the venue transfer was statutorily beyond appellate or mandamus review.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The case was remanded to the trial court for further proceedings, including allowing Trend to argue that the District's immunity from suit was waived under Texas Local Government Code sections 271.151 through 271.160.

CASES CITED

- Satterfield & Pontikes Construction, Inc. v. Irving Independent School District, 197 S.W.3d 390, 391 (Tex. 2006) (per curiam)
- Tooke v. City of Mexia, 197 S.W.3d 325, 342 (Tex. 2006)
- Garza v. Garcia, 137 S.W.3d 36, 39 (Tex. 2004)