

Hardeman County Appraisal District  
Russell Griffin, Chief Appraiser  
P. O. Box 388  
Quanah, TX 79252  
Phone (940) 663-2532 Fax (940) 663-6490  
e-mail: russell.griffin@qisd.net

August 21, 2017

Dear Taxing Unit Governing Body:

It is time for the renewal of assessment contracts for the 2018 tax year.

After your board approves and signs the enclosed contract, please return it to the appraisal district office for approval of the appraisal district board of directors. If you wish, I can send a copy of the contract with all signatures when it has been completed.

As always, please feel free to call if you have questions or comments.

Sincerely,



Russell Griffin  
Deputy Chief Appraiser

**THE STATE OF TEXAS  
COUNTY OF HARDEMAN**

**Parties:**

1. This agreement is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Hardeman County Appraisal District (hereinafter referred to as "Appraisal District") and Quanah Independent School District (hereinafter referred to as "School District") and such agreement is duly authorized by vote of the governing body of each party to the contract as evidenced by appropriately executed resolutions attached hereto.

**Length of Contract Period:**

2. The contract shall be effective for one year beginning January 1, 2018 and continuing through December 31, 2018, provided, however, that the School District shall complete performance of service after the last effective day of this contract, if the School District finds extension to be necessary. To remain effective beyond the term of the governing body making this agreement, such agreement must be ratified by the subsequent governing body.

**Purpose of Authority:**

3. The parties to this agreement, desiring to promote governmental efficiency in compliance with the applicable provisions of the Texas Property Tax Code, do enter this agreement authorizing the Quanah Independent School District to perform the appraisal duties of the Hardeman County Appraisal District, under the following statutory authority:
4. Under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes, otherwise known as the Interlocal Cooperation Act, as amended, and Section 6.05(b), Texas Property Tax Code, School District agrees to perform all duties of the appraisal office of the Appraisal District. It is understood by the parties hereto that the individual employed by School District as the tax assessor of the School District shall serve as chief appraiser of the Appraisal District, and the School District hereby expressly authorizes its tax assessor to perform all functions inherent in that position of which may be required by State Property laws or by rule or regulation promulgated by the State Comptroller's Office.
5. Be it further understood by each party to this agreement, that the Appraisal District, being a duly constituted governmental entity, has the authority and does hereby contract with the School District to perform only the duties and responsibilities relating to the Appraisal District's appraisal functions. Appraisal District remains responsible for performance of duties required by law relating to budget hearings and adoption, budget amendment, allocation of the budgeted amount to each taxing unit participating in the district and appointment of appraisal review board members, as well as all other duties other than those relating to appraisal functions.
6. Should the Appraisal District or School District desire to terminate this contract, ninety (90) days written notice of its intention to terminate the contractual relationship shall be delivered by the Appraisal District or by the School District to the other party's governing body. At or before the end of the ninety (90) days period, all values determined to date and the appraisal records created and maintained pursuant to this agreement and belonging to the Appraisal District shall be returned to the possession and control of the Appraisal District.
7. In consideration of the premises and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

**Contract Terms:**

8. School District agrees to develop and maintain all necessary appraisal records, exemption applications, renditions, open-space and agricultural valuation applications, and such other records and forms as are necessary or required by State law or by State Comptroller's rules and regulations for the performance of appraisal functions. School District agrees to adhere to the mandates of the Property Tax Code in regard to the sending of required taxpayer notices and such other notices, certifications, and documentation as may be required of an appraisal office.
9. School District agrees to comply with the requirements of Article 7244b, Vernon's Texas Civil Statutes, as amended, with regard to School District employees involved in appraising functions and

subject to the Texas Department of Licensing and Registration's registration and certification requirements.

10. At all times that this agreement remains in effect, School District agrees to provide such office space as is necessary to perform the duties of the appraisal office.
11. The following enumerated list of equipment and supplies are owned by the Appraisal District but are in the possession and under the control of the school district for its use in the performance of the appraisal duties (see attached list of equipment and supplies, e.g., maps, computers, vehicles, etc.). Upon termination of this contract, the above-enumerated equipment will be returned to the control and possession of the Appraisal District. PROVIDED, HOWEVER, all appraisal records, including value determinations, applications, renditions, and all other documentation relating to the appraisal functions, including those stored in electronic data processing equipment, are the property of the Appraisal District. Upon termination of this agreement all appraisal records shall revert to the possession and control of the Appraisal District.
12. School District agrees that if, during the term of this agreement, it becomes necessary for it to present a challenge appeal to the appraisal review board under the provisions of Section 41.03, Texas Property Tax Code, School District's tax assessor shall not be called upon to prepare or present an appeal on behalf of the School District.

Consideration:

13. All parties agree that payment for the appraisal services and duties to be performed under this contract shall be the sum of **\$217,919** for the contract term of one year. Such payment will be made from the current available revenues of the Appraisal District to School District in six (6) semi-monthly payments. If the year-end audit of school district appraisal operations results in unexpended funds, all of said balance would be returned to the Appraisal District.
14. All parties agree that all expenses incurred in the performance of the obligations under this contract shall be clearly kept on the books and records of the School District and shall be available for inspection by any interested party.
15. All parties agree to secure an annual audit by an independent certified public accountant of revenues and expenditures associated with the performance of the appraisal district duties and functions performed by the School District. Such accountant shall be directed to report directly to the governing bodies of Appraisal District and all taxing units for which Appraisal District appraises property.
16. School District agrees to obtain surety bond for its tax assessor and/or any other of its personnel authorized to expend funds in behalf of its appraisal duties and functions. Such bond shall be payable to the Appraisal District in the amount of \$20,000.
17. Expenses and costs associated with contract provisions #15 and #16 will be estimated and included as part of the total contract sum specified in contract provision #13, payable by Appraisal District.
18. Appraisal District agrees further that any costs incurred by School District as a result of litigation arising out of School District's good faith performance of its obligations under this agreement shall be reimbursed to School District by Appraisal District.

**IN WITNESS THEREOF**, this agreement is executed by authority of the governing bodies of the parties hereto. Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Chairman, Board of Directors  
Hardeman County Appraisal District

Attest: \_\_\_\_\_  
Secretary, Board of Directors  
Hardeman County Appraisal District

By: \_\_\_\_\_  
President, Board of Trustees  
Quanah Independent School District

Attest: \_\_\_\_\_  
Secretary, Board of Trustees  
Quanah Independent School District

**Resolution  
Hardeman County Appraisal District  
Board of Directors**

On this the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 at a regular meeting of the Hardeman County Appraisal District Board of Directors, there came on for consideration the making of a contract for the performance of the appraisal functions and duties by Quanah Independent School District, and motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_, that, subject to approval by said Board of Directors, Appraisal District does make and enter into a contract with Quanah School District for the purpose of performing the appraisal functions of the Appraisal District, said contract to end on the 31<sup>st</sup> day of December, 2018. Said motion being put to vote, it carried by a vote of \_\_\_\_ to \_\_\_\_.

Those voting "Aye" were: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those voting "No" were: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is therefore ordered that said contract be prepared and executed, and recorded in the minutes of this Board of Directors.

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

\_\_\_\_\_  
Member, Board of Directors

**STATE OF TEXAS  
HARDEMAN COUNTY**

I, the undersigned, Secretary of the Hardeman County Appraisal District Board of Directors, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution of the Board of Directors, of the Minutes of said Board.

Witness by official hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Secretary, Hardeman County Appraisal District Board of Directors

**Resolution**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at a regular meeting of the Quanah Independent School District Board of Trustees, there came on for consideration the making of a contract with the Hardeman County Appraisal District for the performance of the appraisal functions and duties of the Hardeman County Appraisal District by the said Quanah School District. Motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_, that, subject to approval by said Board of Trustees, School District does make and enter into a contract with Hardeman County Appraisal District for the purpose of performing the appraisal functions of the Appraisal District, said contract to end on the 31<sup>st</sup> day of December, 2018. Said motion being to vote, carried by a vote of \_\_\_\_\_ to \_\_\_\_\_.

Those voting "Aye" were: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those voting "No" were: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is therefore ordered that said contract be prepared and executed, and recorded in the minutes of the Board of Trustees.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Vice-President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

**State of Texas  
County of Hardeman**

I, the undersigned, Secretary of the Quanah School Board of Trustees, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution of the Board of Trustees, of record in the Minutes of said Board.

Witness my official hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Secretary, Board of Trustees