

**AGREEMENT FOR COLLECTION OF FIRE SERVICES ASSESSMENTS**

**THIS AGREEMENT** is made and entered into this 16<sup>th</sup> day of September, 2010, by and between the City of Gainesville, Florida 32601, hereinafter referred to as the "City", and Von Fraser, Alachua County Tax Collector, a constitutional officer for the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida 32601, hereinafter referred to as the "Tax Collector".

**WITNESSETH:**

**WHEREAS**, the City is authorized to impose non-ad valorem assessments and by Resolution No. 090404 dated September 17, 2009, has expressed its intent to use the uniform method of notice, levy, collection and enforcement of a non-ad valorem assessment for fire services, as authorized by Section 197.3632, Florida Statutes; and

**WHEREAS**, Section 197.3632(2), Florida Statutes, provides that the City shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing the uniform method of collection;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and the Tax Collector agree as follows:

**Section 1. Term.** The term of the Agreement shall commence on October 1, 2010, and shall run through September 30, 2011, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one year each, unless the City informs the Tax Collector by January 10 of any calendar year that the City intends to discontinue use of the uniform method of collecting the special assessment.

**Section 2. Assessment Roll.** By September 15 of each year, the City shall certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector. The City shall post the non-ad valorem assessment for each parcel on the assessment roll.

**Section 3. Collection Roll.** The Tax Collector shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and the fire services non-ad valorem assessment for the City, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any rules duly promulgated by the Department of Revenue pursuant to these statutes.

**Section 4. Compensation.** The City shall reimburse the Tax Collector for actual administrative costs for the collection and enforcement of the fire services special assessment pursuant to Section 197.3632(2), Florida Statutes. These administrative costs include but are not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming. The parties further agree that the administrative costs to be charged by the Tax Collector shall be 2% of the special assessment for each property.

**Section 5. Compliance with Rules and Regulations.** The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem special assessments and any ordinances promulgated by the City not inconsistent with, nor contrary to, the provisions of Section 197.3632 and 197.3635, Florida Statutes, as amended, and any rules duly promulgated by the Department of Revenue pursuant to these statutes.

**Section 6. Scope of Agreement, Modification and Notices.** This document constitutes the entire agreement between the City and the Tax Collector. Any modification hereto shall be null and void unless the same is reduced to writing and signed by both parties.

**Section 7. Sovereign Immunity.** Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

**Section 8. Filing of Agreement.** The County, upon execution of this Agreement, shall file this Agreement and any subsequent amendments hereto, with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01 (11), Florida Statutes.

**Section 9. Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

**Section 10. Severity and Non-waiver.** If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision, and shall not be constructed as a modification of the terms of this Agreement.

**Section 11. Successors and Assigns.** Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. This agreement shall be binding on each party hereto, its successors, assigns and legal representatives.

**Section 12. Liability.** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein constitute a waiver by either party of its sovereign immunity or the provisions of § 768.28, Florida Statutes.

**Section 13. No Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**Section 14. Resolution of Disputes.** If the parties are unable to resolve any issue in which they may be in disagreement or in the event of default, such dispute will be resolved in accordance with Chapter 164, Florida Statutes, entitled the “Florida Governmental Conflict Resolution Act.”

**Section 15. Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

All notices required hereunder shall be directed to the parties at the following addresses:

Russ Blackburn  
City of Gainesville Manager  
200 East University Avenue  
Gainesville, Florida 32601


Von Fraser  
Alachua County Tax Collector  
12 SE 1st Street  
Gainesville, Florida 32601

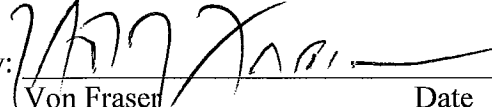
or at such other address as either party may designate in writing delivered to the other party.

ATTEST:


ALACHUA COUNTY, FLORIDA

ALACHUA COUNTY TAX COLLECTOR

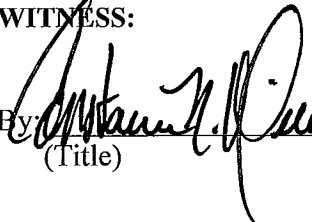
  
Kurt Lannon  
City Clerk of the Commission  
(Seal)  
Date 9/21/10

By:   
Von Fraser  
Tax Collector  
Date


CITY OF GAINESVILLE, FLORIDA

By:   
Russ Blackburn  
City Manager  
Date 9-21-10

WITNESS:

  
By: William Williams  
(Title)  
Date 9/21/10

APPROVED AS TO FORM AND LEGALITY

By:   
Marion J. Radson  
City Attorney  
Date  
SEP 20 2010