

LEGISLATIVE #

110134

**AGREEMENT FOR THE CITY OF GAINESVILLE TO
REIMBURSE THE ALACHUA COUNTY PROPERTY APPRAISER FOR SERVICES
ASSOCIATED WITH COLLECTION OF A NON-AD VALOREM ASSESSMENT**

This Agreement for the City of Gainesville to reimburse the Alachua County Property Appraiser (the "Agreement") is made and entered into as of _____, 2011, by and between the City of Gainesville, a political subdivision of the State of Florida (the "City") and Edward A. Crapo in his capacity as the Alachua County Property Appraiser (the "Property Appraiser").

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and agreements contained herein, and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves and their successors as follows:

ARTICLE I

SECTION 1.01. FINDINGS, RECITALS AND ACKNOWLEDGEMENTS. It is hereby ascertained, determined and declared by the parties that:

(A) the City is authorized to impose non-ad valorem assessments and by appropriate resolution has expressed its intent to use the uniform method of levy, collection and enforcement of non-ad valorem assessments as provided in section 197.3632, Florida Statutes, under which assessments are included on an assessment roll and certified, in a compatible electronic medium tied to the property identification number, by the City to the Tax Collector for merging with the ad valorem tax roll, for collection by utilizing the tax notice provisions described in section 197.3635, Florida Statutes, and for sale of tax certificates and tax deeds under the nonpayment provisions of the ad valorem tax laws (the "Uniform Method");

(B) this Agreement is intended to conform with the requirement of section 197.3632, Florida Statutes, that the City and the Property Appraiser enter into a written agreement providing for reimbursement of necessary administrative and actual costs incurred as a result of the use of the Uniform Method; such administrative and actual costs include, but are not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming;

(C) the duties of the Property Appraiser under section 197.3632, Florida Statutes, are ministerial;

(D) this Agreement is entered into in order to allow for the use of the Uniform Method relative to non-ad valorem fire services and facilities special assessments imposed and levied by the City under Ordinance No. 070623 and as it may be amended from time-to-time;

(E) the non-ad valorem assessments to which this Agreement applies are being imposed and levied by the City for the provision of fire services and facilities.

SECTION 1.02. INCORPORATION. The findings, recitals and acknowledgements contained herein are true, correct and incorporated in this Agreement.

ARTICLE II

SECTION 2.01. PURPOSE. The purpose of this Agreement is for the City, and the Property Appraiser to establish and agree upon the undertaking of the responsibilities pursuant to section 197.3632, Florida Statutes, in order for the City Commission to implement the Uniform Method for the notice, levy, collection, and enforcement of non-ad valorem assessments; and to provide for reimbursement by the City to the Property Appraiser for all necessary administrative and actual costs incurred by them in such activity.

ARTICLE III

SECTION 3.01. COMPLIANCE WITH LAWS AND REGULATIONS. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinance promulgated by the City, not inconsistent with, nor contrary to, the provisions of sections 197.3632, 197.3635, Florida Statutes, as amended, and any applicable rules duly promulgated by the Department of Revenue.

ARTICLE IV

SECTION 4.01. DUTIES AND RESPONSIBILITIES OF THE CITY. The City shall:

(A) be solely responsible for imposing and levying valid non-ad valorem assessments;

(B) reimburse the Property Appraiser for all necessary administrative and actual costs incurred by the Property Appraiser in providing the information and cooperation more particularly referenced in Section 4.02 hereof;

(C) make all reimbursement or payment to the Property Appraiser hereunder in accordance with the Florida Prompt Payment Act, Chapter 278, Part VII, Florida Statutes, or its successor in function;

(D) post the non-ad valorem assessment for each parcel on the non-ad valorem assessment roll;

(E) cause the Mayor of the City, or his or her designee, to certify, by September 15 of each calendar year, to the Tax Collector, the non-ad valorem assessment roll on compatible medium, tied to the property parcel identification number, in a manner that conforms to the format of the ad valorem tax roll submitted by the Property Appraiser to the Department of Revenue;

(F) designate and authorize a person, other than the Property Appraiser, to receive and process any request for changes, modifications or corrections to the subject non-ad valorem roll and, if necessary, file with the Alachua County Tax Collector an appropriate certificate of correction; and

(G) cooperate with the Property Appraiser to implement the Uniform Method of notice, levy, collection and enforcement of each of the subject non-ad valorem assessment roll, pursuant to, and consistent with, all the provisions of Chapter 197, specifically sections 197.3632 and 197.3635, Florida Statutes, as amended.

SECTION 4.02. DUTIES AND RESPONSIBILITIES OF THE PROPERTY APPRAISER. The Property Appraiser shall:

(A) annually by June 1 provide the City with at least the following information by compatible electronic medium: (1) the legal description of the property affected by the levy, (2) the names and addresses of the owners of such property, (3) the property identification number of each parcel in a manner that conforms to the format of the ad valorem roll submitted to the Department of Revenue, and (4) any other information reasonably needed by the City to create, recompute, reconfigure, revise, correct or otherwise formulate the non-ad valorem assessment rolls;

(B) although the Property Appraiser is not required by law to submit information other than items (1), (2) and (3) in paragraph (A) of this section, the Property Appraiser shall make reasonable efforts to assist and accommodate the City's creation of a non-ad valorem assessment roll;

(C) cooperate with the City and the Tax Collector to implement the Uniform Method of notice, levy, collection and enforcement of the subject non-ad valorem assessment roll, pursuant to, and consistent with, all the provisions of Chapter 197, specifically sections 197.3632 and 197.3635, Florida Statutes, as amended; and

(D) include the City's non-ad valorem assessment in the TRIM notice sent to City property owners in August along with an informational flyer on the non-ad valorem assessment.

ARTICLE V

SECTION 5.01. TERM. The term of this Agreement shall commence upon the date first above written and shall run through the end of the calendar year and shall

automatically be renewed thereafter, for successive periods, not to exceed one year each. However, the City shall inform the Property Appraiser and the Department of Revenue by January 10 in any calendar year the City intends to discontinue using the Uniform Method of collecting the non-ad valorem assessments referred to in this Agreement.

SECTION 5.02. COST. The Property Appraiser will annually provide all services depicted in Section 4.02 required for implementation of the City’s non-ad valorem assessment for \$18,000. Expenses for any additional services, such as the cost of the informational insert to be included with the TRIM notice, will be in addition to the above referenced fee.

IN WITNESS WHEREOF, the City and the Property Appraiser have executed and delivered this Agreement as the date first above written.

ATTEST:

CITY OF GAINESVILLE, FLORIDA

City Clerk

By: _____
Mayor

WITNESSES:

**ALACHUA COUNTY
PROPERTY APPRAISER**

Edward A. Crapo