

**INTERLOCAL AGREEMENT BETWEEN THE COLLIER COUNTY TAX COLLECTOR, THE COLLIER COUNTY PROPERTY APPRAISER AND THE CITY OF NAPLES FOR THE PREPARATION AND SUBMISSION OF THE BEMBURY ASSESSMENT AREA, NON-AD VALOREM ASSESSMENT ROLL AND THE RELATED UNIFORM COLLECTION AND ENFORCEMENT THEREOF**

**WHEREAS, THE CITY OF NAPLES BEMBURY ASSESSMENT AREA** (hereinafter "CITY") was established pursuant to the provisions of Chapter 189, Florida Statutes, and the CITY is authorized to levy non-ad valorem or special assessments including benefit assessments, maintenance assessments, and other such assessments; and

**WHEREAS, Section 189.05, Florida Statutes, and Section 197.3631, Florida Statutes, also authorize the CITY to collect non-ad valorem assessments; and**

**WHEREAS, The Honorable Larry H. Ray, is the Collier County Tax Collector** (hereinafter "TAX COLLECTOR"), and therefore the County Constitutional Officer charged, as agent of the State, with the collection and enforcement of ad valorem taxes and non-ad valorem assessments levied by the County, the School Board and municipalities and any special districts within the County; and

**WHEREAS, the Honorable Abe Skinner, is the Collier County Property Appraiser** (hereinafter "PROPERTY APPRAISER"), and therefore the County Constitutional Officer charged with determining the value of all property within the County, and with maintaining certain records connected therewith, specifically including the name of the owner, address and legal description of parcels of property on the tax rolls, and with providing certain services and information to taxing authorities under Section 197.3632, Florida Statutes; and

**WHEREAS, Section 197.3631, 197.3632, Florida Statutes, and Section 189.05, Florida Statutes, provide that the CITY may arrange for the collection and enforcement of non-ad valorem special assessments by the TAX COLLECTOR on the official tax notice as certified to the TAX COLLECTOR by the CITY upon receipt by the CITY from the PROPERTY APPRAISER of the name, address and legal description of each applicable parcel; and**

**WHEREAS, Chapter 197, Florida Statutes, authorizes the CITY, PROPERTY APPRAISER and TAX COLLECTOR to enter into an Agreement regarding the reimbursement of necessary administrative costs incurred by the PROPERTY APPRAISER and TAX COLLECTOR; and**

**WHEREAS, pursuant to Section 197.3632, Florida Statutes, the PROPERTY APPRAISER may provide additional services for the CITY over and above the requirement to provide name, address and legal description for each parcel of land upon**

which the non-ad valorem assessment is to be levied, and be reimbursed accordingly, including authority to act as the agent of the CITY in fulfilling the duty of the CITY both to prepare and to certify the non-ad valorem assessment roll to the TAX COLLECTOR by the 15<sup>th</sup> of September of each calendar year in compatible electronic medium tied to the property identification number on the tax roll of the PROPERTY APPRAISER; and

**WHEREAS**, the use of the uniform non-ad valorem assessment methodology is more fair, more efficient and more accountable than the other alternatives available; and

**WHEREAS**, on February 19, 2014, the City Council of the City of Naples, Florida passed Resolution Number 14-13412 expressing its intent to use the uniform collection and enforcement of non- ad valorem assessments methodology in accordance with the procedures outlined in Section 197.3632, Florida Statutes, and has therefore elected to use the non-ad valorem assessment methodology in Section 197.3632, Florida Statutes, and

**WHEREAS**, the duty to certify the non-ad valorem assessment roll is in the Mayor of the City of Naples; and

**WHEREAS**, The CITY wants the PROPERTY APPRAISER to serve as agent of the CITY specifically to list, extend, prepare and certify the non-ad valorem assessment roll of the CITY; and

**WHEREAS**, the TAX COLLECTOR, PROPERTY APPRAISER and CITY are public agencies within the meaning of Chapter 189, Florida Statutes, and Chapter 163, Florida Statutes, and desire the joint powers which each will exercise separately under the terms of this Agreement; and

**WHEREAS**, pursuant to Chapter 189, Florida Statutes, Chapter 163, Florida Statutes, there is ample statutory authority for interlocal and interagency agreements between the TAX COLLECTOR, PROPERTY APPRAISER and the CITY; and

**WHEREAS**, the TAX COLLECTOR and the PROPERTY APPRAISER agree to provide the services of their respective offices for the non-ad valorem assessments involved as set forth in statutory law, applicable rules, as amended, and in this Agreement; and

**WHEREAS**, the CITY desires to accept the services of the TAX COLLECTOR and PROPERTY APPRAISER as provided in this Agreement and further agrees to fulfill its duties and responsibilities under law and pursuant to this Agreement.

The CITY, PROPERTY APPRAISER AND TAX COLLECTOR hereby agree as follows:

1. Commencing with the 2015 calendar year, and all subsequent years,

except as provided in paragraph seven (7), the PROPERTY APPRAISER as agent for the CITY shall list, prepare, submit and certify to the TAX COLLECTOR by **September 15<sup>th</sup>**, on compatible electronic medium, tied to the property identification number, the non-ad valorem assessment roll, and that the CITY shall comply with all applicable provisions of Chapter 197, Florida Statutes, and related rules, including, but not limited to, compliance with all advertisements and notices required in the election to use the non-ad valorem assessment methodology, levying and roll adoption (subsequent years).

2. Because the CITY prepared the legal description of the land area on which the non-ad valorem assessments be levied for calendar year 2015 to the Property Appraiser, the Property Appraiser shall determine accurately the name, address and legal description of each affected parcel and submit that information to the CITY by the 1st of September, 2014; the PROPERTY APPRAISER shall also act as the agent for the CITY (as Principal) to list, extend, and prepare the non-ad valorem assessment roll for and on behalf of the CITY and certify it by 15th September, 2015 in the name of the CITY to the TAX COLLECTOR in compatible electronic medium tied to the property identification number; provided, however, that the PROPERTY APPRAISER shall not be under any duty to act as agent of the CITY in preparing and certifying to the TAX COLLECTOR the non-ad valorem assessment roll unless the CITY shall have provided the PROPERTY APPRAISER, no later than August 1st of each calendar year as a condition precedent, the officially adopted per unit of property non-ad valorem assessments as officially adopted by the City Council at a duly noticed meeting.

3. Pursuant to expressed authority in Section 197.3632, Florida Statutes, the TAX COLLECTOR shall be compensated at the rate of two percent (2%) of the non- ad valorem assessments collected as compensation for all costs of the TAX COLLECTOR, which two percent (2%) shall be withheld by the TAX COLLECTOR as payment prior to distribution to the CITY of funds collected.

4. The CITY hereby agrees to compensate the PROPERTY APPRAISER for all necessary administrative costs as defined in section 197.3632(2), Florida Statutes, incurred in filling both statutory and contractual duty of the PROPERTY APPRAISER under this Agreement and the CITY shall compensate the PROPERTY APPRAISER at the rate of one and one-half percent (1.5%) of the non-ad valorem assessment collected for setting up the non-ad valorem or special assessment roll and, annually thereafter, the amount of one and one-half percent (1.5%) of the non- ad valorem assessment collected for the maintenance of each benefit unit (parcel of property).

5. If the actual costs of performing these services by the PROPERTY APPRAISER exceed the compensation referenced in paragraph four (4) above, then the compensation to be paid by the CITY to the PROPERTY APPRAISER shall equal the actual cost of performing such services.

6. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions,

certification, collection and enforcement against delinquencies of the CITY non-ad valorem or special assessment rolls and levies including provision by the CITY to the other parties of any staff assistance reasonably necessary, and required to effect the purposes of this Agreement.

7. The term of this Agreement shall commence with the 2015 non-ad valorem assessment rolls and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of termination shall be issued by any party. A notice of termination shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of the CITY save and except during those years when the CITY in timely fashion notifies the TAX COLLECTOR and the PROPERTY APPRAISER that it seeks to collect and enforce the assessment pursuant to other provisions of law.

8. In performing these services herein specifically provided, neither the TAX COLLECTOR nor the PROPERTY APPRAISER is in any way, express or implied, direct or indirect, responsible for proposing, imposing or levying any non-ad valorem special assessment and/or for determining whether any such special or non-ad valorem assessment levied by the CITY is authorized, constitutional, legal and valid and the CITY acknowledges that it is solely the responsibility of the CITY to levy such assessments and to make sure they are authorized, legal, valid and constitutional.


9. All agreements previously entered into by and between the parties hereto in conflict herewith are hereby superseded to the extent of the conflict.

10. This Agreement shall become effective upon the signing of the Agreement by the TAX COLLECTOR, the PROPERTY APPRAISER, and the CITY, and with the appropriate filing with the Clerk of the Circuit Court of Collier County, Florida, and shall supersede any and all prior Agreements.

EXECUTED this 19<sup>th</sup> day of March, 2015.

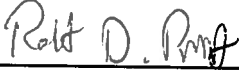
Attest:

CITY OF NAPLES, FL

  
Patricia L. Rambosk, City Clerk

  
John F. Sorey III, Mayor

Approved as to form and legality:

  
Robert D. Pritt, City Attorney

COLLIER COUNTY PROPERTY APPRAISER

Patricia N. Hester  
Witness

Abe Skinner  
Abe Skinner

PATRICIA N. HESTER  
Printed Name

Jackie Haire  
Witness

JACKIE HAIRE  
Printed Name

COLLIER COUNTY TAX COLLECTOR

John W. Brown  
Witness

Larry H. Ray  
Larry H. Ray

JOHN W. BROWN  
Printed Name

Cindy L. Pickett  
Witness

CINDY L. PICKETT  
Printed Name

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2015 by John F. Sorey III as Mayor of the City of Naples, Florida who is personally known to me or has produced identification.



Rita Naughton  
Notary Public

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2015 by Abe Skinner as Property Appraiser for Collier County, Florida who is personally known to me or has produced identification.



Patricia Hisler  
Notary Public

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Larry H. Ray as Tax Collector for Collier County, Florida who is personally known to me or has produced identification.



Suvilla Lowe  
Notary Public