

**INTERLOCAL AGREEMENT BETWEEN CITY OF NEW PORT RICHEY
AND THE PASCO COUNTY PROPERTY APPRAISER
REGARDING NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS FOR SOLID WASTE**

THIS INTERLOCAL AGREEMENT, made and entered into in duplicate this ____ day of _____, AD 2023. Between the City of New Port Richey, a Florida municipal corporation, hereinafter referred to as “City,” and Mike Wells in his official capacity as Property Appraiser of Pasco County, Florida, herein after referred to as the “Property Appraiser”. For the purposes of this agreement non-ad valorem assessments and special assessments are hereinafter referred to as “non-ad valorem assessments”.

WITNESSETH

WHEREAS, the City is authorized to impose non-ad valorem assessments and by resolution has expressed its’ intent to use the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes; and,

WHEREAS, chapter 197, Florida Statutes, requires that the City enter into a written agreement with the Property Appraiser: and

WHEREAS, the City and the Property Appraiser agreed to include the non-ad valorem assessments on the Notice of Proposed Property Taxes (also known as the Truth-in-Millage notice or TRIM) and,

WHEREAS, a separate agreement between the City and the Pasco County Tax Collector must be entered into that expresses the responsibility of the Pasco County Tax Collector and the City regarding the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes before this agreement becomes serviceable.

NOW, THEREFORE, in consideration of the mutual covenants and convictions herein set forth, the parties hereby agree as follows:

1. The City will impose non-ad valorem assessments using the uniform method of levy, collection, and enforcement under the provisions of chapter 197, Florida Statutes.

2. The City will be responsible for providing a copy of the non-ad valorem assessment roll to the Property Appraiser on compatible electronic medium.

3. Either party may terminate this agreement without cause upon giving the non-terminating party 30 days written notice prior to the effective date of determination. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a sign proof of delivery.

Notice to the City shall be sent to: Crystal Dunn, Finance Director
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

Notice to the Property Appraiser shall be sent to: Mike Wells
Pasco County Property Appraiser
PO Box 401
Dade City, FL 33525-0401

A copy of any notice sent hereunder shall be sent to: Mike Fasano, Pasco County Tax Collector
PO Box 276
Dade City, FL 33526-0276

4. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this agreement.

5. The term of this agreement shall commence on *January 1, 2023, and shall automatically renew thereafter for subsequent periods not to exceed one (1) year each, unless terminated pursuant to Paragraph 3 of this agreement.

6. The parties shall abide by all Statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinances promulgated by the City not inconsistent with, or contrary to, the provision of chapter 197, Florida Statutes, or applicable statutes and any subsequent amendments to said Statutes.

7. The City shall be responsible for imposing non-ad valorem assessment pursuant to general and special law and all other applicable requirements relating to the establishment of non-ad valorem assessments, which are collected in the same manner as ad valorem taxes are collected.

8. The City further agrees that it will strictly follow and will be responsible for complying with the following procedures and conditions:

a. Using electronic data supplied by the Property Appraiser, the City shall determine and identify the names and addresses of the property owners, the descriptions, parcel numbers, and the amount of the assessment of the parcels subject to the non-ad valorem assessments under this agreement.

b. It will be solely at that City's expense and pursuant to the City's responsibility to develop and provide to the Property Appraiser, on electronic medium, a list of the parcels to be assessed.

c. The Property Appraiser, on the Property Appraiser's database, shall maintain the City's non-ad valorem assessment information.

d. The City shall meet the Property Appraiser's imposed deadlines and timetables as administered and determined by the Property Appraiser.

9. The Property Appraiser shall merge the non-ad valorem assessment information with the ad valorem information in such a way that property owners will receive a notice of non-ad valorem assessments on the notice of proposed property taxes in manner that will comply with section 197.3632, Florida Statutes.

10. Annually by June 1, the Property Appraiser shall supply the City with the legal description of the property affected by the levy, and names and addresses of the owners of each parcel.

11. In the event the Property Appraiser is named as a party or otherwise joined in litigation challenging non-ad valorem assessment(s) subject to this agreement, the Property Appraiser shall provide for his own legal representation and shall be entitled to reimbursement from the City for reasonable attorney fees and costs associated with such representation. Furthermore, the City shall indemnify the Property Appraiser against any claim, cause of action, or suit arising out of, or in connection with any claimed negligence action or inaction on the part of the City.

12. This agreement may not be assigned by either party without prior written consent from the non-assigning party.

13. In the initial year of this agreement, City shall provide notice of the proposed assessment to all property owners by mail, and in subsequent years, the notice of the proposed assessment shall be included with the combined notice of ad valorem and non-ad valorem assessments mailed by the Property Appraiser.

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

CITY OF NEW PORT RICHEY

BY: _____
Debbie L. Manns, City Manager

Attest: _____
Judy Meyers, CMC, City Clerk

PASCO COUNTY PROPERTY APPRAISER

By: _____
Mike Wells