

**INTERLOCAL AGREEMENT BETWEEN
THE PASCO COUNTY PROPERTY APPRAISER AND
CITY OF NEW PORT RICHEY, FLORIDA**

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 2020 by the City of New Port Richey, Florida, hereinafter referred to as "City", and Gary Joiner in his official capacity as Property Appraiser of Pasco County, Florida, hereinafter referred to as the "Property Appraiser".

WITNESSETH

WHEREAS, CITY has numerous code enforcement liens for unpaid fines imposed and demolition liens against properties within the City;

WHEREAS, the collection of said fines can offset the extensive costs incurred by the CITY in the implementation of its code enforcement services;

WHEREAS, this Agreement will only impact properties that have been the subject of code enforcement and demolition proceedings and which have been adjudicated in violation of the City's Code of Ordinances; and

WHEREAS, PROPERTY APPRAISER has the ability to include unpaid code enforcement, demolition and other liens on notices provided to property owners regarding the ad valorem taxes assessed against such properties;

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

1) The City will provide an itemization of code enforcement and demolition liens against properties within the City.

2) Either party may terminate this agreement without cause upon giving the non-terminating party 30 days written notice prior to the effective date of the determination. In the event that the City does not reimburse the Property Appraiser for the cost incurred as provided herein, the Property Appraiser may terminate the agreement upon (10) days' notice of his elections to terminate pursuant to this section.

- a. In the event that either party terminates this agreement, the Property Appraiser shall be reimbursed a pro rata amount to adequately compensate his office for that portion of work or service performed prior to termination date.
- b. In the event funds to reimburse to the Property Appraiser for cost incurred for completion of the above reference services become unavailable, the City may terminate this agreement upon no less than 24 hours' notice, written and delivered to the Property Appraiser.
- c. The City shall be final authority as to the availability of funds. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a sign proof of delivery.

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

4) The parties shall abide by all statues, rules and regulation pertaining to the levies made hereunder.

5) CITY shall be responsible for imposing any and all liens to be collected hereunder.

6) CITY agrees that it will strictly follow and 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 under this agreement;
- b. It will be solely at the City's expense and pursuing 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 assessments; and

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

7) In the event the Property Appraiser is named as a party or otherwise joined in litigation challenging the liens 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 cost 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 claim negligence action or inaction on the part of the City.

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

IN WITNESSWHEREOF, 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.

WITNESSES

CITY OF NEW PORT RICHEY, FLORIDA

By: _____

Debbie L. Manns, as City Manager

Pasco County Property Appraiser

By: _____

Gary Joiner, as Property Appraiser
