

**INTERLOCAL AGREEMENT BETWEEN
CITY OF NEW PORT RICHEY, FLORIDA
AND THE PASCO COUNTY TAX COLLECTOR REGARDING
NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS**

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into this _____ day of _____, 2020, by and between the **CITY OF NEW PORT RICHEY**, a Florida municipal corporation (hereinafter the "City"), whose address is 5919 Main Street, New Port Richey, Florida, 34652, and **MIKE FASANO**, the **PASCO COUNTY TAX COLLECTOR**, a constitutional officer of the State of Florida (hereinafter the "Tax Collector"), whose address is 14236 6th Street, Dade City, Florida 33523.

WITNESSETH:

WHEREAS, the CITY has numerous code enforcement liens for unpaid fines and demolition liens imposed 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 or demolition proceedings and which have been adjudicated in violation of the City's Code of Ordinances; and

WHEREAS, COLLECTOR 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, for and in consideration of the foregoing as well as the mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect, and enforce the collection of, those certain code enforcement and demolition liens levied by City; and to address the reimbursement of the necessary administrative costs, including but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector.

ARTICLE II

Term

The Term of this Agreement shall commence on the date that this Agreement is executed by both parties hereto and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically be renewed for successive periods, not to exceed one (1) year each, unless the parties hereto, prior to December 31st of any year, have negotiated and executed a subsequent written agreement providing for the continuation of such collection by the Tax Collector, under such terms and conditions as may then be imposed by said subsequent agreement.

ARTICLE III

Compliance with Laws and Regulations

The parties hereto shall abide by all statutes, rules and regulations pertaining to the levying of liens on property within the City, and any ordinances promulgated by City.

ARTICLE IV

Duties and Responsibilities of the City

The City agrees covenants and contracts to:

(a) Be solely responsible for imposing and levying the code enforcement and demolition liens;

(b) Indemnify and hold Tax Collector harmless from any and all claims, liability, loss damage, expense, suits, judgments, counsel fees and/or costs relating to any imposition or levy by the City hereunder;

(c) Reimburse Tax Collector for necessary costs for the collection and enforcement of the applicable liens, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming;

(d) Pay any cost, fee or expense to be paid or reimbursed to Tax Collector hereunder, which Tax Collector may, at its option, deduct from any disbursement to City; and

(e) Provide Tax Collector an itemization of each code enforcement and demolition lien to be included on any notices provided by Tax Collector to any property owner within the City.

ARTICLE V

Duties of the Tax Collector

Tax Collector shall:

(a) Include the lien amounts provided by City to Tax Collector on any notices provided by Tax Collector to property owners within the City; and

(b) Distribute to City, net of Tax Collector's expenses, all sums collected by Tax Collector for any liens certified to Tax Collector hereunder.

ARTICLE VI

Miscellaneous

(a) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (i) actually received or (ii) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, courier service, overnight courier, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

To the Tax Collector: Pasco County Tax Collector
Attn: Mike Fasano, or his successor
P.O. Box 276
New Port Richey, Florida 33526-0276

with a copy to: Pasco County Property Appraiser
Attn: Gary Joiner, or his successor
P.O. Box 401
New Port Richey, FL 33526-0401

To the City: City of New Port Richey
Attn: Debbie L. Manns, City Manager
5919 Main Street
New Port Richey, Florida 34652

with a copy to: City of New Port Richey
Attn: Timothy Driscoll, City Attorney
5919 Main Street
New Port Richey, Florida 34652

(b) This Agreement may not be assigned by either party without the prior written consent from the non-assigning party.

(c) Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breaches, and shall not be construed to be a modification of the terms of this Agreement.

(d) Time is of the essence of this Agreement and of each provision hereof.

(e) In the event of litigation to enforce any part of this Agreement, the prevailing party shall be entitled to recover from the other party or parties a reasonable attorneys' fee (both at the trial and appellate levels) and costs.

(f) The paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants.

(g) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The designated venue for any action or lawsuit pertaining to this Agreement shall be the state courts located in Pasco County, Florida.

(h) The parties hereto agree that they have had the opportunity to consult with their respective counsels in this matter and hereby acknowledge that both have sought and received the advice of their respective counsels in connection with the meaning and import of each provision of this Agreement. As a result, both parties hereby enter into this Agreement with full understanding of the terms and conditions contained herein.

(i) This Agreement may not be amended, modified or revised unless in a written addendum signed by the authorized representatives of both parties. Any other attempt at amending, modifying or revising this Agreement shall be null, void and of no force or effect.

(j) The parties hereto represent and warrant to the other that (a) they are duly organized, qualified and existing entities under the laws of the state of Florida, and (b) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

(k) If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the Term or any renewal period of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(l) This Agreement constitutes the sole and entire understanding between the parties hereto and supersedes all prior representations, agreements and understandings between the parties related to the subject matter hereof.

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

WITNESS:

CITY OF NEW PORT RICHEY, FLORIDA,
A Florida municipal corporation

By: _____
Debbie L. Manns, as City Manager

WITNESS:

PASCO COUNTY TAX COLLECTOR,
A constitutional officer of the State of Florida

By: _____
Mike Fasano, Tax Collector