

**Interlocal Agreement for Use of Property Tax Collections to Fund
Exemption Audit Services**

THIS AGREEMENT is made and entered into as of the date of execution by each Party, below, by and between the PINELLAS COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), PINELLAS COUNTY TAX COLLECTOR (“TAX COLLECTOR”), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Pinellas County, hereinafter referred to collectively as the “TAXING AUTHORITIES.” This agreement shall hereinafter be referred to as the “Interlocal Agreement.”

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax exemptions, including homestead exemption, and the preparing and filing of tax liens for back taxes related to the removal of undeserved exemptions; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes and tax liens, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the Parties to this Interlocal Agreement recognize that there may be property owners on the Pinellas County tax roll claiming undeserved personal exemptions from ad valorem property tax, such as the Homestead Exemption, (hereinafter collectively referred to as “Personal Exemptions”), which reduces property tax revenue and unfairly shifts the property tax burden to other property owners; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR have contracted with TAX MANAGEMENT ASSOCIATES, INC. (“TMA”) for audit services to identify properties with undeserved Personal Exemptions for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (the “TMA Audit Agreement”); and

WHEREAS, TMA shall provide said audit services in exchange for the Fee established in the TMA Audit Agreement (hereinafter, the “Fee”), which consists of an amount equal to thirty percent (30%) of any tax, penalties, and interest collected from back taxes assessed or tax liens filed by the PROPERTY APPRAISER on parcels identified through a TMA audit as having undeserved Personal Exemption(s); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the removal of Personal Exemptions as a result of Audits performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITIES agree as follows:

TERMS

This Agreement sets out the terms governing the reduction of penalties and interest accruing on back-assessed ad valorem tax, which is allocated to the TAXING AUTHORITIES upon the payment of a lien for improper homestead exemption, for the payment of Fees set forth in the TMA Audit Agreement.

1. Incorporation of the TMA Audit Agreement: The TMA Audit Agreement is hereby incorporated by reference into this Agreement for the purpose of establishing TMA's services, duties, and Fees.

2. Authorization of Reduced Collections for Fee Payment:

The TAXING AUTHORITIES authorize the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Audit Agreement, from the total property tax, penalties and interest collected as the result of the removal of Personal Exemption(s) pursuant to TMA audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the TAXING AUTHORITIES according to governing Florida law.

This Interlocal Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to the TAXING AUTHORITY.

3. Termination: This Interlocal Agreement shall automatically renew annually on the anniversary of the date executed by an individual TAXING AUTHORITY, until such time as the TMA Audit Agreement is either terminated or otherwise expires. Upon termination or expiration of the TMA Audit Agreement, this Interlocal Agreement automatically expires.

In the event of termination, all Audits assigned to TMA and on which TMA has initiated work or expended resources, shall be completed by TMA and all Fees for completed Audits shall be payable in accordance with the terms as provided by the TMA Audit Agreement. Because tax liens may not be paid within the term of the Interlocal Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Interlocal Agreement term, and shall terminate upon the later of the collection and payment of all liens related to TMA Audits, or the expiration of such liens as a matter of Florida law.

An individual TAXING AUTHORITY that is a party to this Agreement may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing within ninety (90) days of the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year. In the event of such termination, Fees for all Audits completed by TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Audit Agreement.

Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

4. Notice: Any notice required to be given under this Interlocal Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the Party as it appears on the signatory page of this Interlocal Agreement.

5. Applicable Law: The terms and conditions of this Interlocal Agreement shall be governed by the laws of the State of Florida.

6. Sole Benefit: This Interlocal Agreement is for the sole benefit of the Parties hereto, and in no event shall this Interlocal Agreement be construed to be for the benefit of any third party, nor shall any Party be liable for any loss, liability, damages or expenses to any person not a Party to this Interlocal Agreement.

7. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Interlocal Agreement.

8. Execution: The Parties agree that this Interlocal Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be properly executed on the day and year executed by each Party, as indicated by signature date.

PROPERTY APPRAISER:

PAM DUBOV, CFA, CAE
PROPERTY APPRAISER
315 COURT ST. 2nd FLOOR
CLEARWATER, FL 33756
727-464-4295
pam@pcpao.org

DATE: _____

TAX COLLECTOR:

DIANE NELSON, CFC
TAX COLLECTOR
315 COURT ST. 3rd FLOOR
CLEARWATER, FL 33756
727-464-7777
taxcollector@taxcollect.com

DATE: _____

APPROVED AS TO LEGAL FORM BY THE PINELLAS COUNTY ATTORNEY'S OFFICE.

For the Property Appraiser:
Signature: _____
Amanda S. Coffey, Assistant County Attorney

For the Tax Collector:
Signature: _____
William C. Falkner, Sr. Assistant County Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be properly executed on the day and year executed by each Party, as indicated by signature date.

TAXING AUTHORITY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

PRIMARY CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____