

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

THIS AGREEMENT ("Agreement") is made and entered into as of this 25th day of September, 2017, by and between the NASSAU COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), NASSAU COUNTY TAX COLLECTOR ("TAX COLLECTOR"), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Nassau County, hereinafter referred to collectively as the "TAXING AUTHORITIES."

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 Agreement recognize that there may be property owners on the Nassau County tax roll claiming undeserved and/or fraudulent 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 intend to contract with a data management company 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 (hereinafter the "Audit Agreement"); and

WHEREAS, the Company shall provide said audit services in exchange for the fee established in the Audit Agreement, which consists of an amount equal to twenty-eight percent (28%) of any tax, penalties, and interest collected from back taxes assessed or tax liens filed by the PROPERTY APPRAISER on parcels identified through an audit as having undeserved Personal Exemption(s) (hereinafter, the "Fee"); and

WHEREAS, the Fee shall be paid exclusively from the taxes, or taxes with penalties, and interest, collected in relation to the removal of Personal Exemptions as a result of audits performed 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 this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITY, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

### **TERMS**

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. **Authorization of Reduced Collections for Fee Payment:**

The undersigned TAXING AUTHORITY authorizes the TAX COLLECTOR to deduct two percent (2%) Fee's, as established in the Audit Agreement, from the total property tax, penalties and interest collected as the result of the removal of Personal Exemption(s) pursuant to any audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITY according to governing Florida law.

This 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 Audit Agreement, the Fees paid , and the total funds distributed to each TAXING AUTHORITY.

3. **Term & Termination:** This Agreement shall be effective as of the date of execution for an initial term of twelve (12) months. Thereafter, the Agreement shall renew automatically on an annual basis until such time as the Audit Agreement is terminated or otherwise expires. Upon termination or expiration of the Audit Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or

subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund exemption audit services.

Upon termination of this Agreement, Fees for all audits completed by the company in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the Audit Agreement. Because tax liens may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and payment of all liens related to company audits, or the expiration of such liens as a matter of Florida law.

4. Severability: 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.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Liability: The PROPERTY APPRAISER retains sole discretion and authority to grant, deny or remove exemptions, or file liens for undeserved Personal Exemptions in accordance with Florida law. All legal costs involving appeals of the removal of Personal Exemptions resulting from audits shall be the responsibility of the PROPERTY APPRAISER. The undersigned TAXING AUTHORITY has no decision-making authority in relation to exemptions or liens under this Agreement and assumes no liability for any claims, damages, losses, or expenses, direct, indirect or consequential, arising out of or resulting from the actions of the company, the PROPERTY APPRAISER, or the TAX COLLECTOR under this Agreement or the Audit Agreement.

7. Notice: Any notice required to be given under this 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 Agreement.

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

9. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this 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 Agreement.

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

11. Execution: The parties agree that this Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

**PROPERTY APPRAISER:**

DATE: 8/24/17

A. Michael Hickox, CFA  
Property Appraiser  
96135 Nassau Place, Suite 4  
Yulee, FL 32097  
904-491-7300

APPROVED AS TO LEGAL FORM

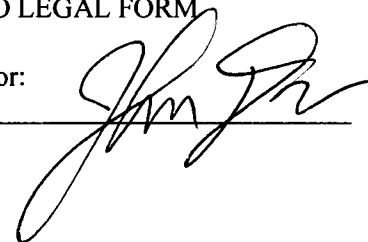
For the Property Appraiser:  
Signature: 

**TAX COLLECTOR:**

DATE: 8/24/17

John M. Drew, CFC  
Tax Collector  
86130 License Road  
Fernandina Beach, FL 32034  
904-491-7400

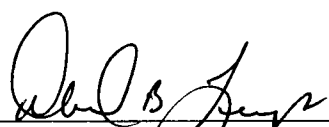
APPROVED AS TO LEGAL FORM

For the Tax Collector:  
Signature: 

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY

NAME: Nassau County Board of County Commissioners

AUTHORIZED SIGNATURE: 

PRINT NAME: Daniel B. Leeper

TITLE: Chairman

DATE SIGNED: 9-25-17

PRIMARY CONTACT: Shanea Jones, County Manager

ADDRESS 1: 96135 Nassau Place, Suite 1

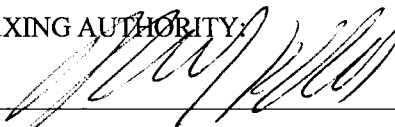
ADDRESS 2: \_\_\_\_\_

CITY, STATE, ZIP: Yulee, FL 32097

PHONE: (904) 530-6010

EMAIL: sjones@nassaucountyfl.com

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:  
Signature: 

Name & Title: Michael S. Mullin, County Attorney