

CS-22-378

**Interlocal Agreement for Use of Property Tax Collections to Fund
Tangible Personal Property Verification Services**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the NASSAU COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), NASSAU COUNTY TAX COLLECTOR (“TAX COLLECTOR”), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, hereinafter referred to as the “TAXING AUTHORITY.”

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax verification and for back taxes related to business property tax listings; and

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

WHEREAS, the TAXING AUTHORITY receives local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. (“TMA”) for audit verification services to conduct business personal property tax verifications for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITY (hereinafter the “TMA Verification Agreement”); and

WHEREAS, TMA shall provide said verification services in exchange for the fee established in the TMA Verification Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA verification (hereinafter, the “Fee”); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax verifications resulting from the tax verifications performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITY 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:

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.

2.1 The undersigned TAXING AUTHORITY authorizes the TAX COLLECTOR to deduct two percent (2%) in addition to TMA's Fee, as established in the TMA Verification Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax verifications pursuant to TMA verifications. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITY according to governing Florida law.

2.2 This Agreement does not constitute a pledge or general obligation of ad valorem taxation or create any obligation on 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 TAXING AUTHORITY.

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

3. Term and Termination.

3.1 This Agreement shall be effective as of the date of execution as defined below for an initial term of forty-eight (48) months. Thereafter, this Agreement shall renew automatically on an annual basis until such time as the TMA Verification Agreement is terminated or otherwise expires. Upon termination or expiration of the TMA Verification Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

3.2 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.

3.3 Upon termination of this Agreement, Fees for all verifications completed by TMA in affected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Verification Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of this Agreement and shall terminate upon the later of the collection and payment of all taxes related to TMA verifications, or the expiration of such taxes 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, this 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 parties 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. 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.
7. Applicable Law. The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.
8. 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.
9. Headings. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
10. Effective Date. This Agreement shall take effect on the date of execution by the last required party below.

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

TAXING AUTHORITY NAME: Nassau County Board of County Commissioners

AUTHORIZED SIGNATURE: 

PRINT NAME: Klynt Farmer

TITLE: Chairman *Goober*

DATE SIGNED: 9-25-23

PRIMARY CONTACT: Marshall Eyerman, Assistant County Manager

ADDRESS 1: 96135 Nassau Place, Suite 1

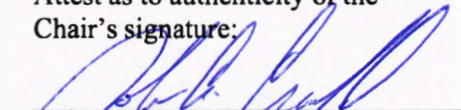
ADDRESS 2: _____

CITY, STATE, ZIP: Yulee, FL 32097

PHONE: 904-503-6010

EMAIL: meyerman@nassaucountyfl.com

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

**NASSAU COUNTY
PROPERTY APPRAISER**

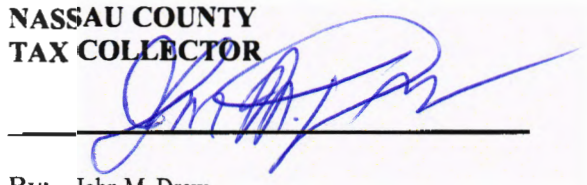


By: A. Michael Hickox, CFA

Its: Property Appraiser

Date: 9-25-23

**NASSAU COUNTY
TAX COLLECTOR**



By: John M. Drew

Its: Tax Collector

Date: 9-25-23