

## **UNIFORM COLLECTION INTERLOCAL AGREEMENT**

This Uniform Collection Interlocal Agreement ("Agreement") is made and entered into this 18th day of February, 2020 ("Agreement"), by and between **Lee County Board of County Commissioners**, ("*Local Government*"), and **Kenneth M. Wilkinson, Lee County Property Appraiser**, a constitutional officer of the State of Florida, whose address is 2480 Thompson Street, Fort Myers, Florida 33901-3074 ("*Property Appraiser*")

1. Section 197.3632, Florida Statutes, authorizes non-ad valorem special assessments of Local Governments may be collected using the "Uniform Method" provided in that section. Pursuant to that opinion, the Property Appraiser and the Local Government shall enter into an agreement providing for reimbursement to the Property Appraiser of administration costs, including costs of inception and maintenance, incurred as a result of such inclusion.

2. Pursuant to §197.3632(2), F.S., the Property Appraiser agrees to provide in compatible electronic medium (1) the legal description of the property within the boundaries described by the resolution adopted by the Local Government, (2) the names and addresses of the owners of such property, and (3) the property identification numbers of such property contained in the ad valorem tax roll submitted to the Department of Revenue.

3. The parties herein agree that commencing with the 2020 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the Local Government for the following Municipal Benefit Service Units ("MSBU"):

- a. Sunset Cove Channel Marker O&M SIU MSBU
- b. Telegraph Creek Bridge Repair O&M SIU MSBU

4. This Agreement shall continue from year to year unless cancelled by either party by giving written notice prior to January 1 of the year that the agreement shall stand terminated.

5. Local Government shall comply with all relevant requirements of Chapter 197, Florida Statutes, and all related Florida Administrative Code rules relating to, but not limited to, compliance with advertising and notices required for the use of the Uniform Method provided in 197.3632.

6. Local Government shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments and other information as requested from time to time by the Property Appraiser. The Property Appraiser shall, using the information provided by the Local Government, place the non ad valorem special assessments, as made from time to time and certified to him, on properties within the assessment district boundaries. The assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.

**Copy-pending /s/ by  
Property Appraiser**

7. The Property Appraiser shall be reimbursed for all necessary administrative costs incurred, including but not limited to the costs of personnel, forms, supplies, data processing, computer equipment, postage and programming. The parties agree the administrative costs shall be reimbursed at the rate of \$1 per parcel as identified by the unique parcel identification number (STRAP or FolioID) for each year in which such assessments are placed on the tax rolls. Local Government shall pay Property Appraiser within forty-five days of receipt of invoice from Property Appraiser.

8. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under the Agreement.

9. The parties agree to consult and cooperate with one another as necessary for the efficient and timely delivery of the information to be provided in Paragraphs 2 and 6.

10. In performing the services provided in this Agreement, the Property Appraiser shall not in any way, express or implied, directly or indirectly, be responsible for proposing, imposing, certifying or levying any non-ad valorem special assessment or determining whether any such non-ad valorem special assessment is authorized, constitutional, legal or valid. Local Government is solely responsible to levy the assessments, certify its roll and to ensure all assessments are authorized, constitutional, legal and valid.

11. Local Government shall be responsible for all changes and adjustments to the non-ad valorem special assessments and will provide all such changes or adjustments to the Property Appraiser. All questions regarding any assessments will be handled by Local Government and Property Appraiser will refer all communications and questions regarding the assessments to Local Government.

12. To the extent permitted by law, Local Government shall indemnify, defend and hold harmless the Property Appraiser against any claims, judgments, expenses, liabilities and, including attorney's fees, arising from Local Government's actions or omissions regarding the imposition, levy, roll preparation and certification of the assessments.

13. Information provided by the Property Appraiser may contain information that is confidential and exempt from disclosure under Florida Statutes Chapter 119, Florida's Public Records Law. Local Government shall familiarize its staff with the applicable statutory provisions and rules governing the Public Records Law and the applicable exemptions and provisions regarding confidentiality. Local Government shall comply with the Public Records Law and all applicable exemptions and provisions regarding confidentiality.

This Agreement supersedes and replaces in its entirety all prior Interlocal Agreements related to the parties' responsibilities under §197.3632, F.S. This Agreement shall be effective, and all prior agreements shall be terminated, upon the execution of this Agreement by the Parties. Upon such execution, all provisions of any prior agreements are hereby superseded in their entirety and replaced herein and shall have no further force or effect.

(End of provisions – execution page follows.)

EXECUTED on the date first above written.

**Kenneth M. Wilkinson, CFA**  
**LEE COUNTY PROPERTY APPRAISER**

BY: \_\_\_\_\_

ATTEST:

LINDA DOGGETT, CLERK

By: *Joye Townsend*  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS**  
**OF LEE COUNTY, FLORIDA**

BY: *Brian Hamman*  
Brian Hamman, Chair



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: *John H. Hagan*  
Office of the County Attorney