

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

UNIFORM COLLECTION AND ENFORCEMENT OF NON-AD VALOREM  
ASSESSMENTS

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for

UNIFORM COLLECTION AND ENFORCEMENT OF NON-AD VALOREM  
ASSESSMENTS

WHEREAS, Florida Statutes provide for a uniform method for the levy, collection, and enforcement of non-ad valorem assessments and;

WHEREAS, the City of Fort Lauderdale, Florida, (hereinafter referred to as "CITY") desires to utilize the provisions set forth in Florida Statutes relating to the procedures for levy, collection, and enforcement of non-ad valorem assessments; and

WHEREAS, Section 197.3632, Florida Statutes, requires that a local governing board shall enter into a written agreement with the tax collector which provides for reimbursement of necessary administrative and actual collection costs incurred in employing the uniform method of collection; and

WHEREAS, pursuant to the Broward County Charter, the Broward County Finance and Administrative Services Department performs all functions and duties of the office of tax collector, (hereinafter referred to as "COUNTY"); NOW, THEREFORE,

IN CONSIDERATION, of the promises, covenants, and obligations contained herein, and subject to all requirements of state law relating to the levy of non-ad valorem assessments, the parties hereto agree as follows:

1. Uniform Method. Commencing with the tax roll of 2013 and continuing year-to-year, unless and until COUNTY shall receive timely written notice from CITY electing to discontinue using the uniform method of collection of non-ad valorem assessments, Broward County shall collect the non-ad valorem assessments provided to COUNTY from CITY pursuant to the procedures set forth in Section 197.3632, Florida Statutes.

2. Compliance with Uniform Method. CITY shall comply, at all times, with the requirements, obligations, duties, and procedures set forth in Section 197.3632, Florida Statutes, as currently enacted or as may be amended from time-to-time, and such requirements, obligations, duties, and procedures are incorporated herein by reference as if set forth in full.
3. County Collection Actions are Ministerial. The parties acknowledge and agree that non-ad valorem assessments are imposed by CITY and not Broward County; all actions of Broward County in conjunction with the uniform collection of any non-ad valorem assessments imposed by CITY are and shall be construed at all times as purely ministerial acts.
4. Reimbursement. The CITY shall be responsible for all necessary administrative and actual collection costs which are incurred by COUNTY for performing the activities contemplated herein and authorized in Section 197.3632, Florida Statutes. The COUNTY shall distribute to CITY the non-ad valorem assessments collected pursuant to this Agreement in substantial compliance with the provisions of Section 197.383, Florida Statutes, less the necessary administrative and actual collection costs.
5. Entire Agreement This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either party and any attempt to make such assignment shall be void.

6. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by a nationally recognized overnight express mail service (e.g. Federal Express), addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

Office of the County Administrator  
Broward County Governmental Center  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301

With a copy to the County Attorney's Office  
and Records, Taxes & Treasury Division Director

FOR CITY:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to the City Attorney

7. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.
8. Execution Date. The date of the execution of this Agreement shall mean the last day upon which it becomes fully executed by COUNTY and CITY.
9. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.
11. Filing Required. This Agreement shall be filed with the Clerk of the Circuit Court as required by Section 163.01(11), Florida Statutes, as currently enacted and as may be amended from time-to-time.
12. Gender. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or use thereof may require.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by the adoption of Broward County Resolution 96-0547 on the 25 day of June, 1996, and the City of Fort Lauderdale, signing by and through its Mayor and City Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of Broward  
County, Florida

By \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form  
Office of County Attorney  
for Broward County, Florida  
JONI ARMSTRONG COFFEY, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Sharon V. Thorsen  
Senior Assistant County Attorney

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CITY OF FORT LAUDERDALE

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Manager

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

SVT:slw  
12/05/11  
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