

INTERLOCAL AGREEMENT  
BETWEEN  
LAKE COUNTY  
AND

THE LAKE COUNTY TAX COLLECTOR  
FOR  
THE "GREATER GROVES MUNICIPAL SERVICE BENEFIT UNIT"  
FOR NON-AD VALOREM ASSESSMENT SERVICES

INTERLOCAL AGREEMENT  
BETWEEN  
LAKE COUNTY  
AND

THE LAKE COUNTY TAX COLLECTOR  
FOR  
THE "GREATER GROVES MUNICIPAL SERVICE BENEFIT UNIT"  
FOR NON-AD VALOREM ASSESSMENT SERVICES

**This is an Interlocal agreement, by and between Lake County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "County",**

and

T. Keith Hall, Tax Collector of Lake County, Florida, a constitutional officer of the State of Florida, hereinafter referred to as the "Tax Collector";

WITNESSETH:

WHEREAS, Chapter 125, Florida Statutes, County Government, Section 125.01, Powers and Duties, subsection 125.01 (1) (p), authorizes County to enter into agreements with other governmental agencies for the performance of authorized functions by one governmental entity on behalf of the other governmental entity; and

WHEREAS, the Tax Collector as a constitutional officer pursuant to Article 8, Section 1 (d), of the Florida Constitution, has the authority to enter into agreements; and

WHEREAS, on December 11, 1990, the Board of County Commissioners enacted Ordinance No. 1990-25 establishing the "Lake County Municipal Service Benefit Unit for Unincorporated Lake County; and

WHEREAS, on July 2, 1991, the Board of County Commissioners enacted Ordinance No., 1991-II, creating the "Greater Groves Municipal Service Benefit Unit" within the "Lake County Municipal Service Benefit Unit for unincorporated Lake County"; and

WHEREAS, on December 17, 1991, the Board of County Commissioners adopted Resolution Ho. 1991-215, which expressed its intent to use the uniform method of notice, levy, collection, and enforcement of non-ad-valorem assessments for general municipal purposes within the "Greater Groves Municipal Service Benefit unit", as authorized by Chapter 197, Florida Statutes, Sections 197.3632 and 197,3635; and,

WHEREAS, Chapter 197, Florida statutes, Section 197.3632(2), requires county to enter into a written agreement with the Tax Collector to provide for reimbursement of necessary administrative costs incurred in implementing the uniform method of levying, collecting and enforcing non-ad valorem assessments;

NOW THEREFORE IN CONSIDERATION of the mutual promises, conditions, covenants and payments provided for herein, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. County Obligations.

a. County intends to impose non-ad valorem assessments for the provision of recreational services and facilities, streets, sidewalks, street lighting, storm water management and drainage, transportation, maintenance of open space and common areas, and other essential municipal facilities and municipal services within the "Greater Groves Municipal Service Benefit Unit", using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments pursuant to Chapter 197, Florida Statutes, Section 197.3632.

b. County shall pay to Tax Collector for the administrative services provided, actual costs of collection, not to exceed two (2) percent, on the amount of non ad-valorem assessments collected and remitted, as authorized by Chapter 192, Florida Statutes, section 192.091(2)(b)(2).

Section 3. Tax Collector's Obligations.

a. The Tax Collector shall provide those administrative services necessary to implement the non-ad valorem special assessment system for municipal services established by County for the "Greater Groves

Municipal Service Benefit Unit”, which shall include, but shall not be limited to, use of personnel, forms, supplies, data processing, computer equipment, postage and programming, as set forth in Section 197.3633(2).

**b.** The **Tax** Collector shall provide those services required by Chapter 197, Florida Statutes, Section 197.322 and Section 197,3635, for all non-ad valorem assessments for the "Greater Groves Municipal Service Benefit Unit.”

Section 4. Term and Termination.

**a.** The term of this Interlocal Agreement shall commence on October 1, 1992, and shall be automatically renewed for one (1) year terms commencing on October 1 thereafter, subject to the County forwarding a Resolution to the Property Appraiser, the Tax Collector and the Department of Revenue, **by** January 10 of each calendar year expressing the County's intent to continue to use the uniform method for the levy, collection and enforcement of the general municipal purposed non-ad valorem assessment within the "GREATER GROVES MUNICIPAL UNIT” pursuant to Chapter 197, Florida Statutes, section 197.3632(6).

**b.** This Agreement may ~~be~~ terminated by either party for cause or convenience, by January 10th of each year for the following fiscal year by written notice from the terminating party to the other party of such termination. In the event this Agreement is terminated, the Tax collector shall be paid his compensation for services performed to the termination date, including all reimbursable expenses then due or incurred to such date of termination. In the event of termination by either party, all finished or unfinished documents, data, studies, surveys, models, computer programs, photographs and reports prepared by Tax Collector relating to the non-ad valorem roll prepared by County shall remain available to the County in a form such that it need not be accessed through the **Tax** Collector's data processing system.

**c.** Following termination of this Agreement by either party, as to the general municipal purposes non-ad valorem assessments, Tax Collector and county shall have only the responsibilities toward each other as

outlined in Chapter 197, Florida Statutes, Section 197.3632, irrespective of any residual tangible or intangible materials existing ~~as~~ a result of this Agreement.

Section 5. Assignment.

This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Tax Collector, without the prior written consent of the County. However, the Agreement shall run to the Lake County government and its successors.

Section 6. Notices.

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, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wits

FOR LAKE COUNTY:

County Manager  
Lake County Courthouse 315 West Main  
Street Tavares, Florida **32775**

FOR TAX COLLECTOR:

T. Keith Hall  
**Tax** Collector  
Post Office Box 327  
Tavares, Florida 32778

Section 7. All Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not

contained in this document. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

Section 8. Amendments to Agreement.

It is farther agreed that 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its chairman, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_ 1993, and T. Keith Hall duly authorized to execute same.