

# City of South Pasadena

7047 SUNSET DRIVE SOUTH  
SOUTH PASADENA, FLORIDA 33707  
PH: (727) 347-4171 FAX: (727) 345-0518  
WWW.MYSOUTHPASADENA.COM

## A G E N D A

REGULAR COMMISSION MEETING  
SOUTH PASADENA, FLORIDA

TUESDAY, AUGUST 25, 2015  
COMMISSION CHAMBERS 7:00 P.M.

CALL TO ORDER  
INVOCATION  
PLEDGE OF ALLEGIANCE  
ROLL CALL  
REPORTS  
PEOPLE'S FORUM  
AGENDA COMMENT

## DISCUSSION ITEMS

### PUBLIC HEARING

NONE

### UNFINISHED BUSINESS

NONE

### CONSENT AGENDA

Resolutions and Motions of a non-controversial nature may be placed on the Consent Agenda. One motion for approval is required to pass the entire Consent Agenda; however, any item(s) may be removed prior to motion for approval.

1. APPROVAL OF COMMISSION MEETING MINUTES FOR MONTHS OF JUNE AND JULY, 2015 ON FILE IN CITY CLERK'S OFFICE  
AGENDA MEETING, JUNE 2, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 2, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 9, 2015; REGULAR COMMISSION MEETING, JUNE 9, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 16, 2015; AGENDA MEETING, JUNE 23, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 23, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 25, 2015; REGULAR COMMISSION MEETING, JULY 1, 2015; ADMINISTRATIVE WORKSHOP MEETING, JULY 1, 2015; SPECIAL COMMISSION MEETING (OUT OF SUNSHINE), JULY 14, 2015; SPECIAL COMMISSION MEETING, JULY 14, 2015.

REGULAR COMMISSION MEETING  
TUESDAY, AUGUST 25, 2015 - 7:00 P.M.

**NEW BUSINESS**

2. ORDINANCE NO. 2015-06 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2015-2016 BUDGET; PROVIDING AN EFFECTIVE DATE - FIRST READING.
3. RESOLUTION NO. 2015-11 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING THE 2015-2016 STEP PAY PLAN FOR GENERAL EMPLOYEES.
4. RESOLUTION NO. 2015-12 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.
5. MOTION - TO APPROVE AMENDED AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS TO FUND EXEMPTION AUDIT SERVICES.

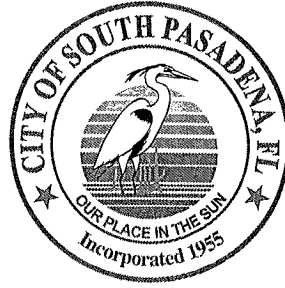
ADJOURN

Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. In accordance with Florida Statutes, you are hereby notified that if a person decides to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting or hearing as noticed in this notice, he will need to insure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. Any persons who may need such a record can arrange for a court reporter to attend the public hearing.

In accordance with the Americans with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact the Clerk's Office at (727) 347-4171 at least 72 hours prior to the meeting.

1. APPROVAL OF COMMISSION MEETING MINUTES FOR MONTHS OF JUNE AND JULY, 2015 ON FILE IN CITY CLERK'S OFFICE
- 
- AGENDA MEETING, JUNE 2, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 2, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 9, 2015; REGULAR COMMISSION MEETING, JUNE 9, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 16, 2015; AGENDA MEETING, JUNE 23, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 23, 2015; ADMINISTRATIVE WORKSHOP MEETING, JUNE 25, 2015; REGULAR COMMISSION MEETING, JULY 1, 2015; ADMINISTRATIVE WORKSHOP MEETING, JULY 1, 2015; SPECIAL COMMISSION MEETING (OUT OF SUNSHINE), JULY 14, 2015; SPECIAL COMMISSION MEETING, JULY 14, 2015.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

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Ordinance: NO. 2015-06 Date Submitted: 07/31/2015  
 Resolution: Agenda Meeting Date: 08/18/2015  
 Motion: Regular Meeting Date: 08/25/2015  
 Information Only Submitted By: COMMISSIONER ELSON  
 No Action Needed: Written By: *ME*  
 Discussion:

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**Subject Title:** (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2015-06 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2015-2016 BUDGET; PROVIDING AN EFFECTIVE DATE.

**Motion Proposed:**

TO PASS ORDINANCE NO. 2015-06 ON FIRST READING

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SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

ORDINANCE NO. 2015-06

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING  
FISCAL YEAR 2015-2016 BUDGET; PROVIDING AN EFFECTIVE DATE.

THE CITY OF SOUTH PASADENA DOES ORDAIN:

SECTION 1. The 2015-2016 Budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, establishing:

THE FOLLOWING ESTIMATED REVENUES AND APPROPRIATIONS:

	<u>GENERAL FUND</u>	<u>CAPITAL IMPROVEMENTS</u>	<u>ENTERPRISE FUNDS</u>
FUND BALANCE	\$ 0	\$ 691,635	\$ 269,685
ESTIMATED REVENUES:			
AD VALOREM TAX	1,769,285		
FRANCHISE TAXES	493,000		
UTILITY TAXES	883,800		
SALES AND USER TAXES	77,500	550,000	
LICENSES & PERMITS	310,450		
INTERGOVERN- MENTAL	1,341,630	180,000	
USER FEES			1,049,000
FINES AND FORFEITURES	162,500		
MISCELLANEOUS	<u>8,600</u>	<u>61,500</u>	<u>2,430</u>
TOTAL ESTIMATED REVENUES & FUND BALANCES	\$5,046,765	\$1,483,135	\$1,321,115

	<u>GENERAL FUND</u>	<u>CAPITAL IMPROVEMENTS</u>	<u>ENTERPRISE FUNDS</u>
APPROPRIATIONS:			
GENERAL GOVERNMENT	\$ 735,855	\$ 187,745	
PUBLIC SAFETY	3,502,275	732,890	
PHYSICAL ENVIRONMENT	12,000	105,000	1,236,530
PUBLIC WORKS & TRANSPORTATION	717,650	457,500	
HUMAN SERVICES	6,000		
CULTURE AND RECREATION	<u>32,400</u>	_____	_____
TOTAL APPROPRIATIONS	\$5,006,180	\$1,483,135	\$1,236,530
RESERVES	<u>40,585</u>	<u>0</u>	<u>84,585</u>
TOTAL APPROPRIATIONS AND RESERVES	\$5,046,765	\$1,483,135	\$1,321,115

SECTION 2. This Ordinance shall take effect following public hearings on the Budget on September 9, 2015 second reading of the Ordinance, and final adoption on September 16, 2015, at a Special Meeting of the City Commission.

ATTEST:

\_\_\_\_\_  
Dan Calabria, Mayor

\_\_\_\_\_  
Carley Lewis, City Clerk

THIS IS TO CERTIFY that I, the undersigned Clerk, did cause the noticing of the above Ordinance in accordance with Chapters 166.041 and 200.065 of the Florida Statutes.

\_\_\_\_\_  
Carley Lewis, City Clerk

PASSED ON FIRST READING \_\_\_\_\_, 2015

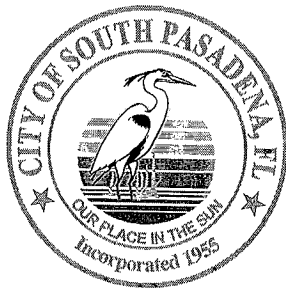
PASSED ON SECOND READING \_\_\_\_\_, 2015  
(First Public Hearing)

PASSED ON THIRD AND FINAL READING \_\_\_\_\_, 2015  
(Second Public Hearing)

\_\_\_\_\_  
Carley Lewis, City Clerk

THIS ORDINANCE HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:

Date Submitted:

Resolution: NO. 2015-11

Agenda Meeting Date: 08/18/2015

Motion:

Regular Meeting Date: 08/25/2015

Information Only  
No Action Needed:

Submitted By: COMMISSIONER ELSON

Written By: *MJE*

Discussion:

**Subject Title:** (If Ordinance or Resolution, state number and title in full.)

RESOLUTION NO. 2015-11 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING THE 2015-2016 STEP PAY PLAN FOR GENERAL EMPLOYEES.

**Motion Proposed:**

TO PASS RESOLUTION NO. 2015-11

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.



RESOLUTION NO. 2015-11

A RESOLUTION OF THE CITY OF SOUTH PASADENA,  
FLORIDA, ADOPTING THE 2015-2016 STEP PAY PLAN  
FOR GENERAL EMPLOYEES.

WHEREAS, it has been five years since the City Commission adjusted the salary ranges in the City's Step Pay Plan to keep salary ranges commensurate with the average salaries being paid in similar jurisdictions; and

WHEREAS, the 2015 salary survey revealed discrepancies in salary ranges for certain positions; and

WHEREAS, the City Commission has decided to adjust and increase the salaries ranges for those positions that were shown by the salary survey to be out of line with comparable positions at other municipalities; and

WHEREAS, the City Commission has approved a 2% cost of living adjustment to be applied to those positions not being adjusted as a result of the salary survey.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of South Pasadena, Florida, that the 2015/2016 Step Pay Plan attached hereto as Exhibit A is recognized as the approved Step Pay Plan for general employees.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
Dan Calabria, Mayor

ATTEST:

\_\_\_\_\_  
Carley Lewis, City Clerk

THIS RESOLUTION HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE  
CITY ATTORNEY.

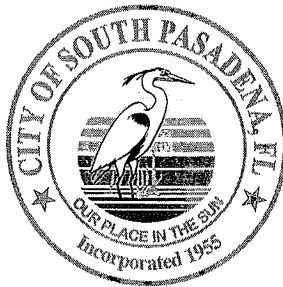
CITY OF SOUTH PASADENA  
2015/2016  
12 STEP PAY PLAN (TEMPORARY 8 STEP PAY)  
HIRES PRIOR TO APRIL 13, 2010

JOB TITLE	HR/WK	START	1	2	3	4	5	6	7	8	9	10	11	12
MUNICIPAL MAINT. I	35	15.6629 \$28,507	16.3364 \$29,732	17.0389 \$31,011	17.7716 \$32,344	18.5357 \$33,735	19.3328 \$35,186	20.1641 \$36,699	21.0311 \$38,277	21.9355 \$39,923				
MUNI. MAINT. II / HORTICULTURIST	35	17.2020 \$31,308	17.9417 \$32,654	18.7132 \$34,058	19.5178 \$35,522	20.3571 \$37,050	21.2325 \$38,643	22.1455 \$40,305	23.0977 \$42,038	24.0909 \$43,845				
SUPERVISOR OF HORTICULTURE	35	20.0679 \$36,524	20.9308 \$38,094	21.8308 \$39,732	22.7696 \$41,441	23.7486 \$43,223	24.7698 \$45,081	25.8349 \$47,020	26.9458 \$49,041	28.1045 \$51,150	28.9265 \$52,646	29.7497 \$54,145	30.5723 \$55,642	31.3944 \$57,138
ASSISTANT DEPUTY CITY CLERK	35	20.0682	20.9311	21.8312	22.7699	23.7490	24.7702	25.8353	26.9463	28.1049				
ADMIN. SECRETARY	35	20.0682	20.9311	21.8312	22.7699	23.7490	24.7702	25.8353	26.9463	28.1049				
ADMIN. SECRETARY / LIC. OFFICIAL	35	20.0682 \$36,524	20.9311 \$38,095	21.8312 \$39,733	22.7699 \$41,441	23.7490 \$43,223	24.7702 \$45,082	25.8353 \$47,020	26.9463 \$49,042	28.1049 \$51,151				
ASSISTANT FINANCE DIRECTOR	35	24.7253 \$45,000	25.6933 \$46,762	26.6992 \$48,592	27.7444 \$50,495	28.8306 \$52,472	29.9593 \$54,526	31.1322 \$56,661	32.3510 \$58,879	33.6176 \$61,184	34.1418 \$62,138	34.6659 \$63,092	35.1901 \$64,046	35.7143 \$65,000
ASSISTANT PUBLIC WORKS DIRECTOR	35	24.7253 \$45,000	24.7253 \$46,762	24.7253 \$48,592	24.7253 \$50,495	24.7253 \$52,472	24.7253 \$54,526	24.7253 \$56,661	24.7253 \$58,879	24.7253 \$61,184	34.1418 \$62,138	34.6659 \$63,092	35.1901 \$64,046	35.7143 \$65,000
CITY CLK/ FIN DIR/ DIR CID/ DIR PW	35	\$65,000 35.7143	\$67,196 36.9207	\$69,465 38.1678	\$71,812 39.4571	\$74,238 40.7899	\$76,745 42.1677	\$79,338 43.5921	\$82,018 45.0646	\$84,788 46.5868	\$88,591 48.6764	\$92,394 50.7659	\$96,197 52.8555	\$100,000 54.9451
CHIEF OF PUBLIC SAFETY	40	\$70,000 33.6538	\$72,629 34.9178	\$75,357 36.2293	\$78,187 37.5900	\$81,124 39.0018	\$84,171 40.4666	\$87,332 41.9864	\$90,612 43.5634	\$94,015 45.1995	\$96,761 46.5197	\$99,507 47.8399	\$102,253 49.1601	\$105,000 50.4808
DEPUTY FIRE CHIEF	40	\$57,826 27.8011	\$60,313 28.9966	\$62,906 30.2434	\$65,611 31.5439	\$68,433 32.9003	\$71,375 34.3150	\$74,444 35.7905	\$77,645 37.3295	\$80,984 38.9347	\$84,826 40.7817	\$88,668 42.6286	\$92,509 44.4756	\$96,351 46.3226
BUILDING & CODE INSPECTOR	35	25.6020 \$46,596	26.7029 \$48,599	27.8511 \$50,689	29.0487 \$52,869	30.2978 \$55,142	31.6006 \$57,513	32.9594 \$59,986	34.3767 \$62,566	35.8549 \$65,256				

CITY OF SOUTH PASADENA  
2015/2016  
12 STEP PAY PLAN  
FOR NEW HIRES AFTER 4/13/2010

JOB TITLE	HR/WK	START	1	2	3	4	5	6	7	8	9	10	11	12
MUNICIPAL MAINT. I	35	15.6630 \$28,507	16.1089 \$29,318	16.5674 \$30,153	17.0390 \$31,011	17.5241 \$31,894	18.0229 \$32,802	18.5360 \$33,735	19.0636 \$34,696	19.6063 \$35,683	20.1644 \$36,699	20.7384 \$37,744	21.3287 \$38,818	21.9359 \$39,923
MUNI. MAINT. II / HORTICULTURIST	35	17.2020 \$31,308	17.6917 \$32,199	18.1953 \$33,115	18.7132 \$34,058	19.2459 \$35,027	19.7937 \$36,025	20.3572 \$37,050	20.9366 \$38,105	21.5326 \$39,189	22.1455 \$40,305	22.7759 \$41,452	23.4243 \$42,632	24.0910 \$43,846
SUPERVISOR OF HORTICULTURE	35	20.9297 \$38,092	21.6490 \$39,401	22.3930 \$40,755	23.1626 \$42,156	23.9586 \$43,605	24.7819 \$45,103	25.6336 \$46,653	26.5145 \$48,256	27.4257 \$49,915	28.3682 \$51,630	29.3432 \$53,404	30.3516 \$55,240	31.3946 \$57,138
ASSISTANT DEPUTY CITY CLERK	35	20.0681	20.6394	21.2269	21.8311	22.4526	23.0917	23.7490	24.4251	25.1204	25.8355	26.5709	27.3273	28.1052
LICENSING. OFFICIAL\ PERMIT TECH	35	20.0682	20.6395	21.2270	21.8312	22.4527	23.0918	23.7492	24.4252	25.1205	25.8356	26.5710	27.3274	28.1053
	35	\$36,524	\$37,564	\$38,633	\$39,733	\$40,864	\$42,027	\$43,223	\$44,454	\$45,719	\$47,021	\$48,359	\$49,736	\$51,152
ADMIN. SECRETARY	35	18.2927 \$33,293	18.8570 \$34,320	19.4388 \$35,379	20.0385 \$36,470	20.6567 \$37,595	21.2940 \$38,755	21.9510 \$39,951	22.6282 \$41,183	23.3263 \$42,454	24.0460 \$43,764	24.7878 \$45,114	25.5526 \$46,506	26.3409 \$47,940
ASSISTANT PERMIT\ LICENSING TECH	35	14.5605 \$26,500	15.0529 \$27,396	15.5621 \$28,323	16.0884 \$29,281	16.6326 \$30,271	17.1951 \$31,295	17.7767 \$32,354	18.3780 \$33,448	18.9995 \$34,579	19.6422 \$35,749	20.3065 \$36,958	20.9933 \$38,208	21.7034 \$39,500
ACCOUNTING SPECIALIST	35	20.0681 \$36,524	20.6394 \$37,564	21.2269 \$38,633	21.8311 \$39,733	22.4526 \$40,864	23.0917 \$42,027	23.7490 \$43,223	24.4251 \$44,454	25.1204 \$45,719	25.8355 \$47,021	26.5709 \$48,359	27.3273 \$49,736	28.1052 \$51,151
ASSISTANT FINANCE DIRECTOR	35	24.7254 \$45,000	25.4948 \$46,400	26.2881 \$47,844	27.1061 \$49,333	27.9496 \$50,868	28.8194 \$52,451	29.7162 \$54,083	30.6409 \$55,766	31.5944 \$57,502	32.5775 \$59,291	33.5913 \$61,136	34.6366 \$63,039	35.7144 \$65,000
ASST PUBLIC WORKS DIRECTOR	35	24.7254 \$45,000	25.4948 \$46,400	26.2881 \$47,844	27.1061 \$49,333	27.9496 \$50,868	28.8194 \$52,451	29.7162 \$54,083	30.6409 \$55,766	31.5944 \$57,502	32.5775 \$59,291	33.5913 \$61,136	34.6366 \$63,039	35.7144 \$65,000
DEPUTY CITY CLERK	35	24.7254 \$45,000	25.4948 \$46,400	26.2881 \$47,844	27.1061 \$49,333	27.9496 \$50,868	28.8194 \$52,451	29.7162 \$54,083	30.6409 \$55,766	31.5944 \$57,502	32.5775 \$59,291	33.5913 \$61,136	34.6366 \$63,039	35.7144 \$65,000
CITY CLK / FIN. DIR. / DIR. OF CID/ DIR	35	35.7143 \$65,000	37.0197 \$67,376	38.3728 \$69,838	39.7753 \$72,391	41.2291 \$75,037	42.7361 \$77,780	44.2981 \$80,623	45.9172 \$83,569	47.5955 \$86,624	49.3352 \$89,790	51.1384 \$93,072	53.0076 \$96,474	54.9451 \$100,000
CHIEF OF PUBLIC SAFETY	40	33.6538 \$70,000	34.8104 \$72,406	36.0067 \$74,894	37.2441 \$77,468	38.5240 \$80,130	39.8480 \$82,884	41.2174 \$85,732	42.6339 \$88,678	44.0990 \$91,726	45.6145 \$94,878	47.1821 \$98,139	48.8036 \$101,511	50.4808 \$105,000
DEPUTY FIRE CHIEF	40	26.9317 \$56,018	28.1767 \$58,608	29.4794 \$61,317	30.8422 \$64,152	32.2681 \$67,118	33.7598 \$70,220	35.3206 \$73,467	36.9534 \$76,863	38.6618 \$80,417	40.4492 \$84,134	42.3192 \$88,024	44.2756 \$92,093	46.3225 \$96,351
BUILDING & CODE INSPECTOR	35	25.6020 \$46,596	26.3307 \$47,922	27.0802 \$49,286	27.8510 \$50,689	28.6438 \$52,132	29.4591 \$53,616	30.2976 \$55,142	31.1600 \$56,711	32.0469 \$58,325	32.9591 \$59,986	33.8973 \$61,693	34.8621 \$63,449	35.8544 \$65,255
OFFICE SPECIALIST TEMPORARY PART-TIME	20	10.4040 \$10,820	10.7002 \$11,128	11.0048 \$11,445	11.3180 \$11,771	11.6402 \$12,106	11.9715 \$12,450	12.3123 \$12,805	12.6628 \$13,169	13.0233 \$13,544	13.3940 \$13,930	13.7753 \$14,326	14.1674 \$14,734	14.5707 \$15,153

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:

Date Submitted:

Resolution: NO. 2015-12

Agenda Meeting Date: 08/18/2015

Motion:

Regular Meeting Date: 08/25/2015

Information Only  
No Action Needed:

Submitted By: COMMISSIONER PENNY

Written By:

Discussion:

**Subject Title:** (If Ordinance or Resolution, state number and title in full.)

RESOLUTION NO. 2015-12 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.

**Motion Proposed:**

TO PASS RESOLUTION NO. 2015-12

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

RESOLUTION NO. 2015-12

A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA,  
APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE  
DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2015  
THROUGH SEPTEMBER 30, 2016.

WHEREAS, the Sheriff of Pinellas County has historically  
provided satisfactory police service to the City of South Pasadena;  
and

WHEREAS, the proposed contract provides that the City will, by  
appropriate Resolution, appoint the Sheriff as the Police  
Department of the City for the term of the contract.

NOW, THEREFORE, BY RESOLUTION HEREOF, the City Commission of  
the City of South Pasadena hereby declares that the Sheriff of  
Pinellas County is appointed as the Police Department of the City  
and shall perform the duties and functions and shall have the power  
and authority thereof for the fiscal year beginning October 1, 2015  
and ending September 30, 2016. The Mayor is hereby directed to  
execute the contract which is attached hereto marked Exhibit "A".

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

\_\_\_\_\_  
Dan Calabria, Mayor

ATTEST:

\_\_\_\_\_  
Carley Lewis, City Clerk

THIS RESOLUTION HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE  
CITY ATTORNEY.

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF SOUTH PASADENA, FLORIDA (hereinafter "CITY) and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and do and perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the City Commission of the CITY has determined that the most efficient way to fulfill its responsibility of providing law enforcement protection for the year beginning October 1, 2015, and ending September 30, 2016, is by contracting with the Pinellas County Sheriff; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. By appropriate Resolution, the City Council of the CITY shall declare that the SHERIFF shall perform the duties and functions and shall have the power and authority of a Police Department of the CITY during the contract period.

2. The SHERIFF shall, to the extent feasible, coordinate law enforcement functions with the CITY's Department of Public Safety. A representative from the Pinellas County Sheriff's Office will attend regular City Council meetings.

3. The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing two (2) deputies with patrol automobiles for twenty-four (24) consecutive hours each day to serve as law enforcement officers of the CITY. Said deputies shall be provided to the CITY on the basis of two (2) deputies for each of three (3) consecutive eight (8) hour shifts per calendar day, or its equivalent.

The deputies assigned to the CITY are authorized to patrol and respond to calls for service in the unincorporated area adjacent to the CITY. (See map attached as Exhibit "A".) In exchange, the CITY will receive a credit to the yearly cost of service based on statistics as set out in the attached work sheet.

The SHERIFF shall make all services of the Sheriff's Office available to the CITY which includes, but is not limited to, routine marine patrol of City waters, K-9, helicopter patrol and crime watch assistance. Through directed patrol efforts, the SHERIFF will conduct periodic speed monitoring of South Pasadena's vehicle traffic as needed. Any specific problems with marine infractions that are reported to the Pinellas County Sheriff's Office will be handled as a law enforcement complaint.

4. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY, and ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances.

5. It is understood and agreed that all fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

6. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting this information shall be furnished to the CITY each month. Additionally, the SHERIFF shall maintain a dispatch log with respect to calls for assistance. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

7. The SHERIFF shall provide each deputy who provides services under this Agreement with a patrol automobile and all other necessary or appropriate equipment. Deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or North District Station. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining and repairing equipment used under this Agreement shall be borne by the SHERIFF.

8. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel performing



services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits and claims and pay judgments or settlements in accordance with law.

9. The parties to this Agreement are represented by the following attorneys:

- a. SHERIFF OF PINELLAS COUNTY: Office of General Counsel, P. O. Drawer 2500, Largo, FL 33779-2500.
- b. CITY OF SOUTH PASADENA: City Attorney, City Hall, 7047 Sunset Drive South, South Pasadena, FL 33707-2895.

10. This Agreement shall take effect on October 1, 2015, and continue in effect thereafter through September 30, 2016, unless hereafter extended upon such terms and conditions as the parties hereto may later agree, or terminated by any party upon ninety (90) days notice in writing to the other parties.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2016, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2016, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

11. The CITY shall pay to the SHERIFF as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of SEVEN

HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS AND SEVENTY-SIX CENTS (\$758,244.76). Payment shall be made in monthly installments of SIXTY-THREE THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND NO CENTS (\$63,187.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2015. (Work Sheet attached.)

12. In no event shall this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

13. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

*Remainder of the page intentionally left blank.*

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**CITY OF SOUTH PASADENA**

\_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

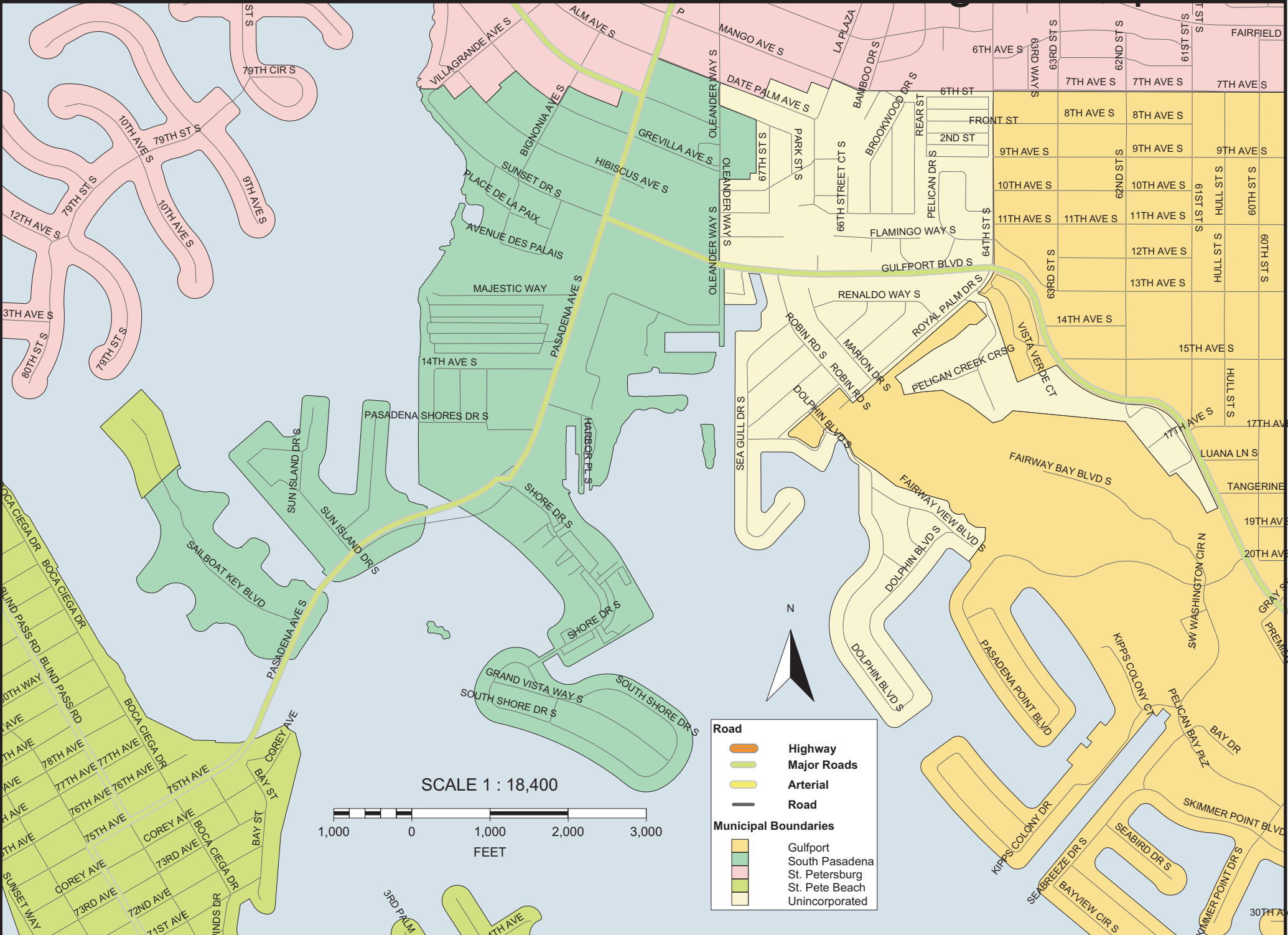
(CITY SEAL)

**SHERIFF, PINELLAS COUNTY, FLORIDA**

BY \_\_\_\_\_  
BOB GUALTIERI, SHERIFF

# EXHIBIT A

# South Pasadena and Surrounding Municipalities

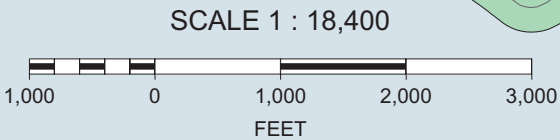


**Road**

- Highway
- Major Roads
- Arterial
- Road

**Municipal Boundaries**

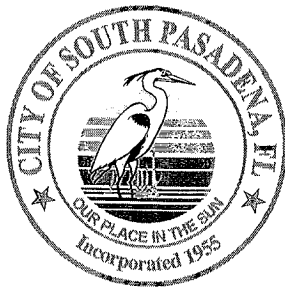
- Gulfport
- South Pasadena
- St. Petersburg
- St. Pete Beach
- Unincorporated



**City of South Pasadena  
Contract for Law Enforcement Services  
Worksheet - FY 16**

A.	Cost per Deputy	\$	85,082.59		
B.	Deputies by Post				
	Number	Relief Factor	Deputy		
	6	x 1.68	x \$ 85,082.59		\$ 857,632.55
C.	Vehicle Cost				
	Number	# Miles	\$ per mile	Days per Yr	
	6	x 36	x 0.64	x 365	\$ 50,457.60
D.	Supervision				
	Number	Crime Factor	Sergeant		
	1	x 1.767%	x \$ 111,212.74		\$ 1,965.13
E.	Equipment				
	Number	Positions	Equip Cost		
	6	/ 1262	x \$ 1,401,233.00		\$ 6,661.96
F.	Allocated Indirect Cost (AIC)				
	Number	Positions	AIC~CD		
	6	/ 1262	x \$ 6,538,991.00		<u>\$ 31,088.71</u>
G.	Supervision, Equipment and AIC total				<u>\$ 39,715.80</u>
H.	TOTAL			Yearly	\$ 947,805.95
	<i>Increase from prior year</i>			\$ 947,805.95 / \$ 925,981.49	2.36%
				Less Crime Statistic Related Credit	<u>\$ 189,561.19</u>
					<b>\$ 758,244.76</b>
				Monthly	
				11 months	\$ 63,187.06
				1 month	\$ 63,187.10
				Rounded amount due	<b>\$ 63,187.00</b>
	<i>Increase from prior year-percentage</i>			\$ 758,244.76 / \$ 740,785.19	<b>2.36%</b>
	<i>Increase from prior year-amount</i>				<b>\$ 17,459.57</b>

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:

Date Submitted:

Resolution:

Agenda Meeting Date: 08/18/2015

Motion: X

Regular Meeting Date: 08/25/2015

Information Only  
No Action Needed:

Submitted By: COMMISSIONER ELSON

Written By: *ME*

Discussion:

**Subject Title:** (If Ordinance or Resolution, state number and title in full.)

PROPERTY TAX COLLECTIONS TO FUND EXEMPTION AUDIT SERVICES

**Motion Proposed:**

TO APPROVE AMENDED AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS TO FUND EXEMPTION AUDIT SERVICES.

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

THIS AGREEMENT (“~~Agreement~~”) is made and entered into as of ~~the date~~this ~~day~~ of ~~execution by each Party, below~~ \_\_\_\_\_, 2015, by and between the PINELLAS COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), PINELLAS COUNTY TAX COLLECTOR (“TAX COLLECTOR”), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Pinellas County, hereinafter referred to collectively as the “TAXING AUTHORITIES.” ~~This agreement shall hereinafter be referred to as the “Interlocal Agreement.”~~

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 ~~Interlocal~~ Agreement recognize that there may be property owners on the Pinellas County tax roll claiming undeserved and/or fraudulent personal exemptions from ad valorem property tax, such as the ~~Homestead Exemption~~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 ~~have contracted~~intend to contract with TAX MANAGEMENT ASSOCIATES, INC. (“TMA”) 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 “TMA Audit Agreement”); and

WHEREAS, TMA shall provide said audit services in exchange for the ~~Fee~~fee established in the TMA Audit Agreement (~~hereinafter, the “Fee”~~), which consists of an amount equal to thirty percent (30%) of any tax, penalties, and interest collected from back taxes assessed or tax liens filed by the PROPERTY APPRAISER on parcels identified through a TMA audit as having undeserved Personal Exemption(s); (hereinafter, the “Fee”); and

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

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING ~~AUTHORITIES~~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

~~This Agreement sets out the terms governing the reduction of penalties and interest accruing on back assessed ad valorem tax, which is allocated to the TAXING AUTHORITIES upon the payment of a lien for improper homestead exemption, for the payment of Fees set forth in the TMA Audit Agreement.~~

1. Incorporation of the TMA Audit Agreement-Recitals. ~~The TMA Audit Agreement is recitals set forth above are hereby incorporated by reference into and deemed a part of this Agreement for the purpose of establishing TMA's services, duties, and Fees.~~

2. Authorization of Reduced Collections for Fee Payment:

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

This ~~Interlocal~~ 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 may, upon request,~~ make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to ~~the each~~ TAXING AUTHORITY.

3. ~~Term & Termination:~~ This ~~Interlocal~~ Agreement shall automatically renew annually on the anniversary be effective as of the date ~~executed by an individual TAXING AUTHORITY, 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 TMA Audit Agreement is ~~either~~ terminated or otherwise expires. Upon termination or expiration of the TMA Audit Agreement, this ~~Interlocal~~ Agreement automatically expires.

3. ~~In the event of termination, all Audits assigned to TMA and on which TMA has initiated work or expended resources, shall be completed by TMA and all Fees~~

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~~for completed Audits shall be payable in accordance with the terms as provided by the TMA Audit Agreement. Because tax liens may not be paid within the term of the Interlocal Agreement, the authorization of reduced collections except for Fee payment shall survive the termination of the Interlocal Agreement term, and shall terminate upon the later of the collection and payment of all liens related to TMA Audits, or the expiration of such liens provisions as a matter of Florida laws survive termination as further agreed herein.~~

~~An individual~~Any TAXING AUTHORITY ~~that is a party to this Agreement~~ may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing ~~with~~at least ninety (90) days ~~of~~before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year. ~~In the event of such termination, Fees for all Audits~~

The parties acknowledge that TMA 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 TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA 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 TMA 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~~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.~~

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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 TMA, the PROPERTY APPRAISER, or the TAX COLLECTOR under this Agreement or the TMA Audit Agreement.

7. Notice: Any notice required to be given under this ~~Interlocal~~ 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 Partyparty as it appears on the signatory page of this ~~Interlocal~~ Agreement.

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

9. 6. Sole Benefit: This ~~Interlocal~~ Agreement is for the sole benefit of the Partiesparties hereto, and in no event shall this ~~Interlocal~~ Agreement be construed to be for the benefit of any third party, nor shall any Partyparty be liable for any loss, liability, damages or expenses to any person not a Partyparty to this ~~Interlocal~~ Agreement.

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

11. 8. Execution: The Partiesparties agree that this ~~Interlocal~~ Agreement may be signed in counterparts.

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IN WITNESS WHEREOF, the ~~Parties~~parties hereto have caused this ~~Interlocal~~ Agreement to be ~~properly executed on the day and year~~ executed by the proper officer of each Party, as ~~indicated by signature of the~~ date first written above.

**PROPERTY APPRAISER:**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
PAM DUBOV, CFA, CAE  
PROPERTY APPRAISER  
315 COURT ST. 2<sup>nd</sup> FLOOR  
CLEARWATER, FL 33756  
727-464-4295  
pam@pcpao.org

APPROVED AS TO LEGAL FORM

~~For the Property Appraiser:~~  
~~Signature: \_\_\_\_\_~~  
Amanda S. Coffey, Assistant County Attorney

**TAX COLLECTOR:**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
DIANE NELSON, CFC  
TAX COLLECTOR  
315 COURT ST. 3<sup>rd</sup> FLOOR  
CLEARWATER, FL 33756  
727-464-7777  
taxcollector@taxcollect.com

~~APPROVED AS TO LEGAL FORM BY THE PINELLAS COUNTY~~  
~~ATTORNEY'S OFFICE.~~

~~For the Property Appraiser:~~  
~~Signature: \_\_\_\_\_~~  
Amanda S. Coffey, Assistant County Attorney

~~For the Tax Collector:~~  
~~Signature: \_\_\_\_\_~~  
\_\_\_\_\_  
William C. Falkner, Sr. Assistant County Attorney

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IN WITNESS WHEREOF, the parties hereto have caused this ~~Interlocal~~ Agreement to be ~~properly executed on the day and year~~ executed by the proper officer of each Party, as ~~indicated by signature of the~~ date first written above.

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TAXING AUTHORITY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

PRIMARY CONTACT: \_\_\_\_\_

ADDRESS 1: \_\_\_\_\_

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

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Note: this agreement is designed to allow the PAO to send each TAXING AUTHORITY 1 copy of the agreement with 2 original signed signatory pages. The Taxing Authority will sign both and return one signatory page to the PAO for inclusion with a single master agreement.

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**Tax Management Associates, Incorporated  
& Pinellas County Property Appraiser and Tax Collector  
Agreement for Provision of Exemption Audit Services**

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This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the PINELLAS COUNTY PROPERTY APPRAISER, with its principal place of business located at 315 Court Street, Clearwater, FL 33756 ("PROPERTY APPRAISER"), the PINELLAS COUNTY TAX COLLECTOR, with its principal place of business located at 315 Court Street, Clearwater, FL 33756 ("TAX COLLECTOR"), and TAX MANAGEMENT ASSOCIATES, INC., a corporation authorized to conduct business in Florida ("TMA"), to assist the PROPERTY APPRAISER through the performance of ~~Audits~~ audits to verify entitlement to ~~Personal Exemptions~~ personal exemptions from ad valorem taxation granted on the County tax roll. The PROPERTY APPRAISER, TAX COLLECTOR, and TMA are hereinafter jointly referred to as "Parties."

Contractual services may begin upon full execution of this ~~contract~~ Agreement.

**WITNESSETH:**

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 PROPERTY APPRAISER desires to obtain services to ~~Audit~~ audit the Pinellas County tax roll (hereinafter "Audit Services") to identify undeserved personal exemptions from ad valorem property tax. Such tax exemptions include, but may not be limited to, the homestead exemption granted pursuant to Article VII, section 6 of the Florida Constitution, and exemptions governed by Chapters 193 and 196, Florida Statutes (hereinafter collectively "Personal Exemptions"); and

WHEREAS, TMA agrees to provide said Audit Services to the PROPERTY APPRAISER pursuant to the charges, terms, and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises mutually exchanged, the Parties agree as follows:

**1) INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

1)2) **EXEMPTION AUDIT SERVICES**

- a) TMA agrees to furnish ~~Personal Exemption~~ Audit Services to identify undeserved Personal Exemptions on the Pinellas County tax roll (~~hereinafter "Audit Services"~~). The Audit Services provided by TMA will be performed in accordance with the terms and conditions in this Agreement and in compliance with all applicable Florida law.
- b) It is expressly agreed by the Parties that the PROPERTY APPRAISER shall retain the final discretion to act on any and all Audit recommendations made by TMA. The PROPERTY APPRAISER shall remove Personal Exemptions and prepare and file tax liens in accordance with governing Florida law and PROPERTY APPRAISER internal policies and procedures. The PROPERTY APPRAISER retains the right to limit a lien to certain tax years, ~~or~~ waive penalties and interest, or revoke a lien, as allowed by Florida ~~Law~~law. This Agreement ~~is~~does not, and shall not be construed ~~as, delegating to, delegate~~ any of the PROPERTY APPRAISER'S statutory duties, obligations, or decision-making authority related to the administration of exemptions.
- c) The PROPERTY APPRAISER shall assign properties to TMA for Audit ~~to TMA~~ Services as may hereafter be deemed appropriate. TMA agrees that no TMA employee will discuss any aspect of an ~~Audit~~audit being performed, except with authorized TMA personnel, authorized PROPERTY APPRAISER or TAX COLLECTOR officials, and the property owner being ~~Audited~~audited (to the extent hereafter determined appropriate by the PROPERTY APPRAISER), unless otherwise directed to do so by the PROPERTY APPRAISER. All correspondence to property owners in connection with ~~Audits~~audits will be signed by the PROPERTY APPRAISER or by its authorized designee.
- d) TMA agrees to ~~Audit~~audit, within a twenty-four (24) month period, all Personal Exemptions assigned for ~~Audit~~audit for the most current year and applicable prior years in compliance with Florida ~~Statutes~~statutes, which provide for property tax liens for undeserved Personal Exemption for up to ten (10) years.
- e) The PROPERTY APPRAISER agrees to make available to TMA the Pinellas County tax roll and list of granted exemptions for the years for which ~~Audits~~audits are to be performed. Additionally, as necessary, the PROPERTY APPRAISER may make available copies of Personal Exemption applications and supporting documents, or information provided in said applications, subject to confidentiality provisions established by Florida law and addressed in Section (23), herein.
- f) TMA agrees to provide training to designated employees of the PROPERTY APPRAISER as to all aspects of the Audit Services provided pursuant to this Agreement. Any appropriate designee of the PROPERTY APPRAISER may perform an ~~Audit~~audit with TMA personnel, provided the PROPERTY APPRAISER shall be responsible for any related expenses of such PROPERTY APPRAISER employee.

2)3) **PUBLIC RECORDS RETENTION & CONFIDENTIALITY**

- a) The PROPERTY APPRAISER and TAX COLLECTOR are public agencies subject to Florida's Public Records Law, including records retention, production, and confidentiality provisions.
- b) TMA and its employees and agents shall be bound by all applicable public records laws to the same extent that those laws apply to the PROPERTY APPRAISER and TAX COLLECTOR. These requirements include but may not be limited to those stated in Chapter 119, Florida Statutes, and Sections 196.114 and 193.074 Florida Statutes, under which ~~Social Security Numbers~~social security numbers, ~~Personal Exemption Applications~~applications and supporting documents, and any information provided within the application or supporting documents, are CONFIDENTIAL and EXEMPT from disclosure.
  - i) TMA agrees to retain all records associated with the performance of this Agreement in compliance with applicable Florida records retention schedules. Should TMA choose not to retain such records, it must provide those records to the PROPERTY APPRAISER in a format appropriate for purposes of records retention compliance prior to the destruction of any records in TMA's possession. This provision shall survive the termination of this Agreement. TMA will fully comply with all public records requirements set forth in Florida law.
  - ii) TMA agrees to take appropriate steps to protect confidential records or information obtained under this Agreement from unauthorized disclosure, and shall hold the PROPERTY APPRAISER harmless from any liability which may result from an action involving TMA or its employees or agents regarding confidentiality of property owner records. This provision shall survive the termination of this Agreement.

3)4) **COSTS AND PAYMENT FOR AUDIT SERVICES:**

- a) For services furnished under this Agreement TMA shall be paid an amount equal to thirty percent (30%) of the gross taxes, penalties, and interest collected in relation to the removal of Personal Exemptions as a result of any ~~Audit~~audit performed by TMA (hereinafter the "Fee").
- b) The Fee shall be calculated upon full or partial payment of any qualifying tax lien, whether payment is made prior to or after recording of the lien, and shall be calculated based on taxes levied by all taxing authorities in the tax district of the ~~Audited~~audited property for each tax year, pursuant to ~~an associated Interlocal Agreements~~agreement, interlocal agreement, or memoranda of understanding with each taxing authority-(hereinafter collectively referred to as "MOUs").
- c) The Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the removal of Personal Exemptions as a result of ~~Audits~~audits performed by TMA. The Fee shall not be payable from future ad valorem tax levies.
- d) 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 the purpose of the Agreement for any tax year. This Agreement does not create the right in any party to compel the exercise of the ad valorem taxing power of any taxing authority, and does not impair the taxing power of any taxing authority.

- e) If any taxing authority in a specific tax district has not signed an ~~Interlocal Agreement~~MOU, or withdraws from an ~~Interlocal Agreement~~MOU, the PROPERTY APPRAISER shall not provide Personal Exemptions in that tax district to TMA for Audit Services.
- f) The TAX COLLECTOR shall automatically distribute TMA's ~~Fees~~Fee monthly, in the manner hereinafter agreed by the Parties, and shall provide TMA a monthly report listing the taxes, penalties and interest collected as a result of TMA ~~Audits~~audits, the parcel number, and site address of the properties ~~Audited~~audited, and the collection date.
- g) If the ~~Tax Collector~~TAX COLLECTOR distributes a TMA Fee based on a lien payment that is subsequently reversed for any reason—including but not limited to a correction to the tax roll, a final judgment in a lawsuit, or a bounced check—the ~~Tax Collector~~TAX COLLECTOR must recover the Fee from TMA. If, in the month immediately following the payment reversal, the total balance of TMA Fees for the monthly distribution exceeds the Fee made pursuant to the reversed payment (the "reversed Fee"), said reversed Fee will be withheld from the monthly distribution. Any such withholding will be reflected in the ~~Tax Collector's~~TAX COLLECTOR'S monthly report. If the balance of TMA Fees in the following month is not sufficient to cover the reversed Fee, the Tax Collector will send TMA a bill for the remainder of the reversed Fee, and TMA will remit the full amount billed within 30 days. Should a reversed payment be subsequently repaid or otherwise restored for any reason, TMA retains the right to the reversed Fee, which will be redistributed upon receipt by the Tax Collector of a new payment, in full accordance with this Agreement.
- h) As of the date that original Personal Exemption data is passed to TMA from the PROPERTY APPRAISER ~~for Audit~~, as denoted by electronic time stamp on the communicating equipment, all properties thus provided for ~~Audit~~audit which are ~~determined to have~~identified by TMA as potentially having received undeserved Personal Exemption(s) ~~during the duration of the Audit Services and for the period of this contract~~ shall be construed as the result of the provided Audit Services and shall be subject to TMA's Fee under these payment provisions. However, if the PROPERTY APPRAISER discovers an undeserved Personal Exemption on a property that was not identified by TMA as potentially having received undeserved Personal Exemption(s), no Fee shall be paid in relation to that property.
- i) Each individual property, as denoted by the parcel identification number on the property tax roll, shall be treated as a separate account under these payment terms. Any individual account is severable and treated as unique and distinct in terms of the amount owed to TMA for services provided under this contract. Payments of the Fee for multiple accounts may be made together provided that an accounting of the Fee for each individual account is provided.



- i) All expenses incurred by TMA in performing ~~Audits~~audits under this Agreement including, but not limited to, travel, food, lodging, mileage, postage, salaries, etc. shall be the responsibility of TMA. TMA shall maintain a sufficient workforce of employees necessary to provide the contracted services, and there shall be no additional compensation paid to TMA for said employees.
- j) All legal costs involving appeals of the removal of Personal Exemptions resulting from ~~Audits~~audits shall be the responsibility of the PROPERTY APPRAISER. TMA shall be responsible for defending its ~~Audit~~audit findings throughout any appeals process, as appropriate and necessary, without additional cost to the PROPERTY APPRAISER. Defense of ~~Audit~~audit findings may include personal appearances at meetings with property owners or their representatives, and provision of testimony and evidence concerning information identified in an ~~Audit~~audit at any administrative, judicial, or quasi-judicial hearings.

4)5) **TERMINATION**

- a) This Agreement shall become effective from the date entered above and shall remain in effect for an initial term of twenty-four (24) months, and shall continue in effect thereafter on a month-to-month basis. After the initial twenty-four month term, any Party can terminate this agreement by providing thirty (30) days' written notice of termination to the other Parties.
- b) If through any cause TMA, the PROPERTY APPRAISER, or the TAX COLLECTOR fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this Agreement, or becomes unsatisfied with services rendered, and such failure or violation continues for thirty (30) days after written notice thereof by a Party, any Party shall thereupon have the right to terminate this Agreement immediately upon giving written notice to the other Parties. Said notice shall be delivered to the Parties personally or mailed by certified mail to the mailing address as specified herein under "Notice."
- c) In the event that any ~~County~~county-wide ~~Taxing Authority~~taxing authority terminates its ~~Interlocal Agreement~~MOU, or sufficient funds are otherwise not available to support this Agreement for a new fiscal period, the PROPERTY APPRAISER shall notify TMA of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense. In the event of such termination, Fees for all ~~Audits~~audits completed by TMA up to the date of the notification of termination shall be payable in accordance with the terms provided by this Agreement.
- d) In the event of termination, all ~~Audits~~audits assigned to TMA and on which TMA has initiated work or expended resources, shall be completed by TMA and all Fees for completed Audits shall be payable in accordance with the terms as provided by this Agreement. Because tax liens may not be paid within the term of this Agreement, provisions related to the payment of Fees shall survive the termination of the Agreement term, and shall terminate upon the later of the collection and payment of all liens related to TMA ~~Audits~~audits, or the expiration of such liens as a matter of Florida law.

- e) Upon completion of all ~~Audits~~ audits, TMA shall provide any records related to this Agreement to the PROPERTY APPRAISER for record retention purposes, as further addressed in Section (23), herein.

5)6) **GENERAL PROVISIONS**

- a) **AUTHORITY TO CONTRACT:** The PROPERTY APPRAISER'S and TAX COLLECTOR'S authority to contract for the service herein originates in Florida law.
- b) **DOCUMENTS COMPRISING AGREEMENT AND CONFLICT CONTROL:** This Agreement consists of this Agreement for Provision of Exemption Audit Services ("Agreement"), and the associated ~~Interlocal Agreement for Use of Property Tax Collections to Fund Exemption Audit Services~~ (hereinafter, the "~~Interlocal Agreement~~") ~~MOUs~~ between the PROPERTY APPRAISER, TAX COLLECTOR and each Pinellas County ~~TAXING AUTHORITIES~~ taxing authority, which ~~is~~ are hereby incorporated by reference. In the event of a conflict between this Agreement and the ~~Interlocal Agreement~~ ~~MOUs~~ in relation to the rights and duties of TMA, the PROPERTY APPRAISER, and the TAX COLLECTOR, this Agreement shall supersede.
- c) **INDEMNIFICATION:** To the fullest extent permitted by law, TMA shall indemnify and hold harmless the PROPERTY APPRAISER ~~and~~, TAX COLLECTOR, ~~and the taxing authorities~~, and their ~~respective~~ officials, agents, and employees, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of TMA or its officials, employees, agents, or contractors under this Agreement or under ~~the any~~ Agreements entered into by TMA in connection with this Agreement. This indemnification shall survive the termination of this Agreement.
- d) **NON-DISCRIMINATION:** TMA shall not discriminate against any person on the grounds of race, color, national origin, sex, age or disability in the administration of this Agreement. Nor shall any person be excluded from participation in, or be denied the benefits of this ~~contract~~ Agreement on the grounds of race, color, national origin, sex, age or disability.
- e) **LAW CONTROLLING:** The laws of the state of Florida shall control and govern this Agreement.
- f) **NON-ASSIGNMENT:** This Agreement is not assignable by any Party, by operation of law or otherwise.
- g) **MODIFICATION:** This Agreement may be modified only by a written agreement executed by all Parties hereto.
- h) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the Parties and no other agreement or modification to this agreement, expressed or implied, shall be binding on any Party unless same shall be in writing and signed by both Parties. This Agreement may not be orally modified. Any modifications must be in writing,

expressly titled a modification or addendum to this Agreement, attached to this Agreement, and signed by all Parties.

- i) **SEVERABILITY:** Should any provision, portion, or application thereof 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 and public records provisions herein.
- j) **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all Parties, and no purposes of interpretation shall be made to the contrary.
- k) **NOTICE:** Any notices to be given or submitted by any Party to the others pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

PROPERTY APPRAISER:  
PINELLAS COUNTY PROPERTY APPRAISER  
315 Court St. 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
ATTN: Pam Dubov, CFA, CAE, Property Appraiser

TAX COLLECTOR:  
PINELLAS COUNTY TAX COLLECTOR  
315 Court St. 3<sup>rd</sup> Floor  
Clearwater, FL 33756  
ATTN: Diane Nelson, CFC, Tax Collector

TMA:  
TAX MANAGEMENT ASSOCIATES, INC.  
2225 Coronation Blvd.  
Charlotte, NC 28227  
ATTN: Richard H. (Chip) Cooke, Jr., Chief Executive Officer

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**EXECUTED AND ENTERED INTO BY THE PARTIES HERETO.**

**PROPERTY APPRAISER AUTHORIZED SIGNATURE:**

\_\_\_\_\_  
PAM DUBOV, CFA, CAE \_\_\_\_\_  
TITLE: PROPERTY APPRAISER \_\_\_\_\_  
PINELLAS COUNTY PROPERTY APPRAISER

DATE: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by, **PAM DUBOV**, who is personally known to me or has produced \_\_\_\_\_ as identification. \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature \_\_\_\_\_ Notary Seal:

**TAX COLLECTOR AUTHORIZED SIGNATURE:**

\_\_\_\_\_  
DIANE NELSON, CFC \_\_\_\_\_  
TITLE: TAX COLLECTOR \_\_\_\_\_  
PINELLAS COUNTY TAX COLLECTOR

DATE: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by, **DIANE NELSON**, who is personally known to me or has produced \_\_\_\_\_ as identification. \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature \_\_\_\_\_ Notary Seal:

**TMA AUTHORIZED SIGNATURE:**

\_\_\_\_\_  
RICHARD H. (CHIP) COOKE, JR.  
TITLE: CHIEF EXECUTIVE OFFICER  
TAX MANAGEMENT ASSOCIATES, INC.

DATE: \_\_\_\_\_

**STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by, **RICHARD H. COOKE, JR.**, who is personally known to me or has produced \_\_\_\_\_ as identification. \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature \_\_\_\_\_ Notary Seal:

|  
| APPROVED AS TO LEGAL FORM ~~BY THE~~  
~~PINELLAS COUNTY ATTORNEY'S OFFICE.~~

For the Property Appraiser:

Signature: \_\_\_\_\_  
Amanda S. Coffey, Assistant County Attorney

For the Tax Collector:

Signature: \_\_\_\_\_  
William C. Falkner, Sr. Assistant County Attorney

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DRAFT 7-20-15