

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

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 to verify entitlement to 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.

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 the Pinellas County tax roll to identify undeserved personal exemptions from ad valorem property tax. Such 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) 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, as allowed by Florida Law. This Agreement is not, and shall not be construed as, delegating 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 for Audit to TMA as may hereafter be deemed appropriate. TMA agrees that no TMA employee will discuss any aspect of an Audit being performed, except with authorized TMA personnel, authorized PROPERTY APPRAISER or TAX COLLECTOR officials, and the property owner being 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 will be signed by the PROPERTY APPRAISER or by its authorized designee.
- d) TMA agrees to Audit, within a twenty-four (24) month period, all Personal Exemptions assigned for Audit for the most current year and applicable prior years in compliance with Florida 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 County tax roll and list of granted exemptions for the years for which 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 (2), 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 with TMA personnel, provided the PROPERTY APPRAISER shall be responsible for any related expenses of such PROPERTY APPRAISER employee.

2) 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, Personal Exemption 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) **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 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 property for each tax year, pursuant to associated Interlocal Agreements with each taxing authority.
- 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 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, or withdraws from an Interlocal Agreement, 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 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, the parcel number, and site address of the properties Audited, and the collection date.
- g) If the 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 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 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 which are determined to have 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.
 - 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 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 shall be the responsibility of the PROPERTY APPRAISER. TMA shall be responsible for defending its Audit findings throughout any appeals process, as appropriate and necessary, without additional cost to the PROPERTY APPRAISER. Defense of 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 at any administrative, judicial, or quasi-judicial hearings.

4) **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-wide Taxing Authority terminates its Interlocal Agreement, 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 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 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, or the expiration of such liens as a matter of Florida law.
- e) Upon completion of all Audits, TMA shall provide any records related to this Agreement to the PROPERTY APPRAISER for record retention purposes, as further addressed in Section (2), herein.

5) **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") between the PROPERTY APPRAISER, TAX COLLECTOR and Pinellas County TAXING AUTHORITIES, which is hereby incorporated by reference. In the

event of a conflict between this Agreement and the Interlocal Agreement 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 their 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 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 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. 2nd Floor
 Clearwater, FL 33756
 ATTN: Pam Dubov, CFA, CAE, Property Appraiser

TAX COLLECTOR:
 PINELLAS COUNTY TAX COLLECTOR
 315 Court St. 3rd 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

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