

Meeting Date: June 23, 2015 ☐ Consent ☒ Regular
 ☐ Public Hearing ☐ Workshop

Department:

Submitted by: Information Systems Services
Submitted for: Information Systems Services

1. Standard Service Agreement Template
2. Fee Schedule
3. Non-Ad Valorem Districts with Pro-forma Fees Based on 2014 Assessments

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	\$0	\$61,510*	\$61,510*	\$61,510*	\$61,510*
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$0	\$61,510*	\$61,510*	\$61,510*	\$61,510*

Additional FTE
Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

*Assumes all 54 existing organizations served by ISS will enter into interlocal agreements to retain ISS services beginning in the 2016 tax year and beyond.

B. Recommended Sources of Funds / Summary of Fiscal Impact

These agreements, if executed for all agencies presently served by ISS, will generate annual revenues to the County in the amount of \$ 61,510.

C. Department Fiscal Review: Robert Beal 5/21/15

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

Sherry Br
5/22 5/22 OFMB

D. J. Jucalov 5/26/15
Contract Administration

B. Legal Sufficiency:

Paul F. J. 5/27/15
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Continued from page 1...

For many years ISS (and its predecessor organization, Automated Information Management – AIM), has provided IT support services to numerous external agencies to include their NAV assessment data for processing in the Property Appraiser’s and Tax Collector’s systems. This practice originated when AIM was an organization unit of the Property Appraiser’s Office and has continued to the present date. Initially the agencies utilizing ISS were billed for these services but billings were discontinued during the late 1990’s.

During the most recent tax year (2014), ISS provided services to the 54 external organizations listed in Attachment 3. All related services are performed by a single ISS programmer with approximately 25% of her work time devoted to processing NAV assessments. Some NAV agencies prepare their own assessments and coordinate the transmittal of their billing information to the Property Appraiser and Tax Collector. Other NAV agencies rely on commercial entities for these services.

During the 2014 and 2015 tax cycles, additional NAV agencies expressed interest in obtaining ISS services to assist in preparing their annual assessment rolls. This potential expansion of services prompted ISS to re-evaluate the longstanding practice of providing these services free of charge. Accordingly, we are recommending that ISS begin billing for the services we provide to NAV agencies as is typically done when ISS services are provided to an external agency. Assuming Board approval, we will continue providing services at no cost for this year’s (2015) tax cycle; however, beginning with the 2016 tax year and thereafter, formal interlocal agreements will be executed for any agency requesting our services and ISS will collect an annual fee for services provided in accordance with the proposed Fee Schedule.

Ten fee tiers are established based on ranges of assessment values as follows:

Fee Schedule for Non-Ad Valorem Assessment Services

Tiers	Range of Assessment Values	Annual Fee	# Agencies Within Range
1	\$50,000 and less	\$150	5
2	from \$50,001 to \$150,000	\$210	6
3	from \$150,001 to \$300,000	\$420	14
4	from \$350,001 to \$550,000	\$770	9
5	from \$550,001 to \$800,000	\$1,120	5
6	from \$800,001 to \$1,100,000	\$1,540	3
7	from \$1,100,001 to \$1,450,000	\$2,030	5
8	from \$1,450,001 to \$1,850,000	\$2,630	0
9	from \$1,850,001 to \$2,300,000	\$3,220	1
10	\$2,300,001 and above	\$3,850	6

If all 54 agencies currently served by ISS enter into the new interlocal agreement for the 2016 tax cycle, the above fees would generate \$61,510 in revenues.

Attached is a pro-forma schedule of revenues listing the existing agencies with their 2014 assessed amounts and applicable fees. In addition to the annual fees to be charged by ISS, there is a statutory fee of 1% collected by the Tax Collector; and the Property Appraiser charges an annual fee of \$150 for Administrative Services plus a one-time set-up fee of \$500.

Another important element of this agenda item is our request to simplify the process for entering into agreements with the numerous NAV Districts by delegating to the County Administrator (or designee – ISS Director) the authority to execute such agreements on behalf of the Board of County Commissioners. A standard agreement template has been developed for this purpose.

*Agreement with Palm Beach County and the Local Government
For Services Provided by Palm Beach County Information System Services*

**Interlocal Agreement for Assignment of Property Data and Development of
Annual Assessments for Palm Beach County Non-Ad Valorem Districts**

THIS Agreement made and entered into this _____ day of _____, 20__, by and between _____ ("Local Government") and Palm Beach County Board of County Commissioners ("County"), a political subdivision of the State of Florida.

WITNESSETH THAT:

WHEREAS, the parties desire to enter into this Agreement covering the provision of Information Technology services by the County for the Local Government in order to certify its non-ad valorem assessment roll to the Property Appraiser for the Notice of Proposed Property Taxes and to the Tax Collector for the Actual Property Tax Notices;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the County and the Local Government agree as follows:

1. The above representations are true and correct.
2. The Local Government agrees that County, through its Information Systems Services Department ("ISS") will take compatible electronic medium from the Property Appraiser on June 1st of each year pursuant to the provisions of Section 197.3632 (3) (b), Florida Statutes.
3. The term of this Agreement, unless terminated as provided herein, is for a period of one (1) year. This Agreement shall automatically renew annually unless either party gives written notice as provided in 9 below. The effective date of the Agreement is the date of approval by County and filing with the Clerk of the Circuit Court for Palm Beach County.
4. In addition Local Government agrees that County will take said compatible electronic medium from the Property Appraiser, prior to September 15 of each year's

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certification date, which will include the same information as the June 1st electronic medium plus the changes made thereto since June 1st.

5. Local Government further agrees to provide County, with all the information and assistance reasonably necessary to complete the data processing required to certify Local Government's non-ad valorem assessment roll to the Tax Collector and provide the non-ad valorem assessments to the Property Appraiser for the Notice of Proposed Property Taxes on compatible electronic medium.
6. Local Government agrees to provide final approval to County no later than July 28th for the Notice of Proposed Property Taxes and September 12th for the Actual Property Tax Notices. Should the above date fall upon a holiday, Saturday or Sunday, Local Government will agree to provide final approval by the last business day prior to the holiday, Saturday or Sunday. If the approval is not received by 5:00 p.m. on the appropriate date, Local Government agrees it will take the necessary actions, at its sole expense, to notify its non-ad valorem parcel owners of the Notice of Proposed Property Taxes and/or Actual Property Tax Notices for that year.
7. The Local Government further agrees to reimburse County for all costs incurred in producing the non-ad valorem assessment roll for Local Government described in the attached Exhibit A. Payment shall be made to County within 45 days, following receipt of its invoices.
8. The parties recognize that County will be processing several non-ad valorem assessment rolls for various local governments at the same time and Local Government agrees to provide timely information and assistance as may be required by County during the certification process; including, if necessary, personnel on location in County offices to verify the calculations being made by the computer.
9. This Agreement shall be automatically extended hereafter, from year-to-year, unless and until terminated by either of the parties. This Agreement may be terminated at any time by Local Government upon 60 day written notice to County or by County upon written 60 day written notice to Local Government; however, notice given by

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either party after January 1st and prior to October 1st, shall be effective only following completion of the certification of that year's non-ad valorem tax roll.

10. Local Government shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Local Government shall agree to provide County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Local Government are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Local Government under the Agreement.

Commercial General Liability Local Government shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Local Government shall provide this coverage on a primary basis.

Business Automobile Liability Local Government shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event Local Government doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing Local Government to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Local Government shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employers Liability Local Government shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Local Government shall provide this coverage on a primary basis.

Professional Liability Local Government shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than

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\$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, County reserves the right, but not the obligation, to review and request a copy of Local Government's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Local Government shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, Local Government shall purchase a SERP with a minimum reporting period not less than 3 years. Local Government shall provide this coverage on a primary basis.

Additional Insured Local Government shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Local Government shall provide the Additional Insured endorsements coverage on a primary basis and with proof of insurance prior to execution.

11. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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12. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Local Government.
13. **Waiver of Subrogation** Local Government hereby waives any and all rights of Subrogation against County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Agreement to waive subrogation without an endorsement to the policy, then Local Government shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should Local Government enter into such an Agreement on a pre-loss basis.
14. **Notice** Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

If sent to the County:

Steve Bordelon, Information Systems Services Director
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

With copy to:

County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601

***Agreement with Palm Beach County and the Local Government
For Services Provided by Palm Beach County Information System Services***

West Palm Beach, FL 33401

(Telephone: 561-355-2225)

If sent to the Local Government shall be sent to:

15. County and Local Government agree each will do any and everything reasonably necessary to accurately produce Local Government's non-ad valorem assessment roll. Local Government recognizes that problems may arise in spite of efforts by County, and County shall not be held liable as a result of its processing of Local Government's non-ad valorem assessment roll. In the event of any claim or litigation arising hereunder, Local Government will cooperate in the defense thereof and will reimburse County for all costs incurred in connection therewith, including reasonable attorney's fees (through appeal) whether suit is brought or not, except as to litigation arising hereunder between the parties.
16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Local Government, its officers, agents, employees, and lobbyists in compliance with contract requirements and detect corruption and fraud.

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17. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
18. The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.
19. Local Government shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of County
20. Local Government warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.
21. Local Government has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Local Government does not have a written non-discrimination policy or one that conforms to County's policy, it has acknowledged through a signed statement provided to County that Local Government will conform to County's non-discrimination policy as provided in R-2014-1421, as amended.

**Agreement with Palm Beach County and the Local Government
For Services Provided by Palm Beach County Information System Services**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of County and Local Government has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: _____

Steve Bordelon, PBC ISS

Local Government:

Name

Signature

Typed Name

Title

WITNESS:

Signature

Typed Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By _____

County Attorney

**APPROVED AS TO
TERMS AND
CONDITIONS**

By _____

Department Director

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES
Non-Ad Valorem Assessment Support Services**

The purpose of this Exhibit is to identify the roles and responsibilities of the Palm Beach County ("County") and _____ ("Local Government"¹) in carrying out the terms of the Agreement regarding Non-Ad Valorem (NAV) Assessment Support Services. This Exhibit delineates the services to be provided by County through the Information System Services Department ("ISS"), and describes the associated costs and payment requirements.

Section A: Annual Planning and Exhibit Review

There will be an annual review of this Exhibit to ensure all parties are satisfied with services rendered to date and to determine whether any amendments are required.

Section B: Description of Services

A. Baseline services from the County for Non-Ad Valorem Assessment Support Services will include:

1. Loading of the Local Government's data (Property Control Numbers) provided by the Property Appraiser's Office for the generation of the Notice of Proposed Property Taxes in August.
2. Providing one (1) set of reports and/or data files based on the data received from the Property Appraiser's Office in May utilizing the existing calculation rates on file from the prior year's Actual Property Taxes.
3. Provide additional set of reports and/or data files using the new and or approved calculation rates provided by the Local Government for the Notice of Proposed Property Taxes.
4. Loading of the Local Government's data (Property Control Numbers) provided by the Property Appraiser's Office for the generation of the Tax Collector's Actual Property Taxes in October.
5. Providing one (1) set of reports and/or data files based on the data received from the Property Appraiser Office in August utilizing the existing calculation rates used on the Notice of Proposed Property Taxes.

¹ Per Florida Statutes, Chapter 197.3632, counties, municipalities and special districts many impose non-ad valorem assessments. The statute defines all of these agencies collectively as "local governments".

6. Providing an additional set of reports and/or data files using the new and/or approved calculation rates provided by the Local Government for the Tax Collector's Actual Property Taxes at the rate of \$125.00 per hour.

Section C: Annual Fees for Non-Ad Valorem Assessment Services

Tiers	Assessment Ranges	Annual Fee
1	≤\$50,000	\$150
2	>\$50,000 to ≤\$150,000	\$210
3	>\$150,000 to ≤\$300,000	\$420
4	>\$350,000 to ≤\$550,000	\$770
5	>\$550,000 to ≤\$800,000	\$1,120
6	>\$800,000 to ≤\$1,100,000	\$1,540
7	> \$1,100,000 to ≤\$1,450,000	\$2,030
8	> \$1,450,000 to ≤\$1,850,000	\$2,630
9	> \$1,850,000 to ≤\$2,300,000	\$3,220
10	> \$2,300,000	\$3,850

Section D: Billing and Payment

The County shall submit annual invoices to the Local Government which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section E: Annual Review of Fees

The County reserves the right to review the fees included in this Exhibit on an annual basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

**Fee Schedule for Non-Ad Valorem Assessment Services
Provided by the Information Systems Services (ISS) Department**

Tiers	Range of Assessment Values	Annual Fee
1	\$50,000 and less	\$150
2	from \$50,001 to \$150,000	\$210
3	from \$150,001 to \$300,000	\$420
4	from \$350,001 to \$550,000	\$770
5	from \$550,001 to \$800,000	\$1,120
6	from \$800,001 to \$1,100,000	\$1,540
7	from \$1,100,001 to \$1,450,000	\$2,030
8	from \$1,450,001 to \$1,850,000	\$2,630
9	from \$1,850,001 to \$2,300,000	\$3,220
10	\$2,300,001 and above	\$3,850

**Non-Ad Valorem Districts and Proposed Fees
Based on 2014 Assessments**

Attachment 3

District Name	2014 Assessment	Annual Fee
TIER 1		
Mangonia Park Sanitary Sewage	\$22,500	\$150
Pal-Mar WCD	\$26,643	\$150
Town of Jupiter - Sierra Square	\$29,557	\$150
Highland Glades WCD	\$31,568	\$150
Riviera Beach Fire Hydrant	\$33,883	\$150
TIER 2		
Lantana Hypoluxo Island Gas	\$81,961	\$210
Mediterranea CDD	\$87,869	\$210
Captain's Key Dependent District	\$97,962	\$210
Pine Tree WCD	\$108,945	\$210
East Shore WCD	\$135,651	\$210
Quantum Overlay	\$142,452	\$210
TIER 3		
South Shore Drainage District	\$166,881	\$420
Pelican Lake WCD	\$179,210	\$420
NPB Heights WCD	\$184,307	\$420
Hypoluxo / Haverhill CDD	\$184,838	\$420
East Beach WCD	\$196,616	\$420
Cypress Lakes CDD	\$197,872	\$420
Osprey Oaks CDD	\$210,315	\$420
Jupiter Inlet Colony	\$227,810	\$420
High Ridge Quantum CDD	\$243,538	\$420
Boca Raton Fire Hydrant	\$247,802	\$420
Wyndham Park CDD	\$255,750	\$420
Winston Trails CDD	\$272,686	\$420
Journey's End CDD	\$294,956	\$420
Pahokee WCD	\$298,835	\$420
TIER 4		
Tequesta Storm Water	\$336,970	\$770
Monterey Congress CDD	\$359,766	\$770
Cypress Groves CDD	\$379,597	\$770
Vista CDD	\$423,131	\$770
Loxahatchee Solid Waste	\$431,501	\$770
Terracina CDD	\$440,883	\$770
Sonoma Bay CDD	\$468,574	\$770
Lake Park Storm Water	\$515,509	\$770
Shawano WCD	\$527,300	\$770
TIER 5		
Quantum CDD	\$581,122	\$1,120
Palm Beach Plantation CDD	\$581,782	\$1,120
Gladeview WCD	\$601,364	\$1,120
South Florida Conservancy	\$754,382	\$1,120
Thousand Oaks CDD	\$756,156	\$1,120

District Name	2014 Assessment	Annual Fee
TIER 6		
Marsh Harbor CDD	\$847,685	\$1,540
Beeline CDD	\$868,351	\$1,540
Loxahatchee River Environment	\$1,049,959	\$1,540
TIER 7		
Old Palm CDD	\$1,263,926	\$2,030
Boynton Beach CDD	\$1,281,772	\$2,030
Loxahatchee Groves WCD	\$1,341,081	\$2,030
Hamal CDD	\$1,364,876	\$2,030
Renaissance Commons CDD	\$1,430,953	\$2,030
TIER 8*		
	>\$1,450M - < \$2,301M	\$0
TIER 9		
Everglades Agricultural Area	\$2,080,947	\$3,220
TIER 10		
So. Indian River WCD	\$5,227,181	\$3,850
Acme Improvement District	\$5,952,630	\$3,850
Boca Raton Fire Operations	\$7,545,661	\$3,850
Indian Trail Improvement District	\$11,678,976	\$3,850
Lake Worth Drainage District	\$14,467,365	\$3,850
North Palm Beach County Improvement	\$24,865,475	\$3,850
TOTALS -		
	\$92,385,282	\$61,510

*No NAV Districts currently levy assessments in this tier.

WCD = Water Control District

CDD = Community Development District