

*Agreement with Palm Beach County and the Local Government
Re: Palm Beach County Information Systems 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 9th day of September, 2021, by and between Banyan Cay CDD ("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 1. 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. 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.
11. 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.
12. **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:

Archie Satchell, Chief Information Officer
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-3275)

With copy to:

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

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West Palm Beach, FL 33401

(Telephone: 561-355-2225)

If sent to the Local Government shall be sent to:

Banyan Cay Community Development District

c/o Special District Services, Inc.

2501A Burns Road, Palm Beach Gardens, FL 33410

o. (561) 630-4922 f. (561) 630-4923

13. 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.
14. 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 in connection with the performance of this agreement.
15. Failure to cooperate with the Inspector General or interfering with or impeding any investigation in connection with the performance of this agreement shall be in violation of Palm Beach County Code, Section

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2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.


16. 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.

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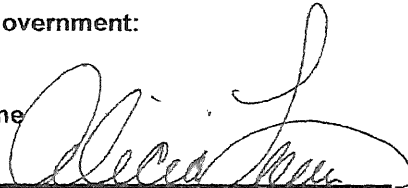
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of County and Local Government has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: 
Archie Satchell, PBC ISS

Local Government:

Name 

Signature
Alicia Lewis


Typed Name

Chair
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By /s/ David C. Behar, Esq.
County Attorney

WITNESS:


Signature

Camryn Gverzon
Typed Name

APPROVED AS TO
TERMS AND
CONDITIONS

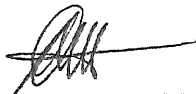
By 
Archie Satchell, CIO, Information Systems Services

EXHIBIT 1

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 Banyan Cay CDD ("Local Government") 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 Systems 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

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. Provide 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. Provide 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.

6. Provide 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.
7. Each additional set of reports not listed above will be provided at the rate of \$125.00 per hour.

Section C: Fees for Non-Ad Valorem Assessment Services

| Tiers | Assessment Ranges | Fee |
|--------------|-------------------------------|------------|
| 1 | ≤\$50,000 | \$150 |
| 2 | >\$50,000 to ≤\$150,000 | \$210 |
| 3 | >\$150,000 to ≤\$300,000 | \$420 |
| 4 | >\$300,000 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.