

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT**  
**DISTRICT**

**REGULAR MEETING**  
**AGENDA**

**February 23, 2016**

**Osprey Oaks Community Development District**  
2300 Glades Road, Suite 410W • Boca Raton, Florida 33431  
Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

February 16, 2016

Board of Supervisors  
Osprey Oaks Community Development District

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

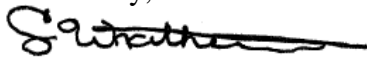
Dear Board Members:

A Regular Meeting of the Osprey Oaks Community Development District's Board of Supervisors will be held on **Tuesday, February 23, 2016 at 10:00 a.m.**, at **2300 Glades Road, Suite 202E, Boca Raton, Florida 33431**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Update: HOA Blocking Public Access to the CDD
4. Consideration of Agreement with Palm Beach County Information Systems Services
5. Other Business
6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager
    - i. **NEXT MEETING DATE: March 8, 2016 at 10:00 A.M.**
7. Audience Comments/Supervisors' Requests
8. Adjournment

Should you have any questions and/or concerns, please contact me directly at (561) 719-8675.

Sincerely,



Craig A. Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF**  
**TO ATTEND BY TELEPHONE:**

**Call-in number: 1-888-354-0094**  
**Conference ID: 2144145**

**Agreement with Palm Beach County and the Local Government  
Re: 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 1<sup>st</sup> 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

**Agreement with Palm Beach County and the Local Government**  
**Re: Palm Beach County Information System Services**

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

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 28<sup>th</sup> for the Notice of Proposed Property Taxes and September 12<sup>th</sup> 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

**Agreement with Palm Beach County and the Local Government**  
**Re: Palm Beach County Information System Services**

either party after January 1<sup>st</sup> and prior to October 1<sup>st</sup>, 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:

Steve Bordelon, Information Systems Services Director  
301 N. Olive Avenue, 8<sup>th</sup> 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  
Re: 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:

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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

***Agreement with Palm Beach County and the Local Government  
Re: Palm Beach County Information System Services***

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.

**Agreement with Palm Beach County and the Local Government  
Re: 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 \_\_\_\_\_  
Steve Bordelon, Director, Information Systems Services



# EXHIBIT A

## 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”) 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**

**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**

<b>Tiers</b>	<b>Assessment Ranges</b>	<b>Fee</b>
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.



**Information Systems Services**

301 N. Olive Avenue, 8th Floor  
West Palm Beach, FL 33401  
(561) 355-2823  
FAX: (561) 355-3482 (8th Floor)  
FAX: (561) 355-4120 (4th Floor)  
  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor  
  
Hal R. Valeche  
Paulette Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

Official Electronic Letterhead

October 27, 2015

Mr. Michal Szymonowicz  
Director Financial Services  
Osprey Oaks Community Development District  
2300 Glades Road Suite 410W  
Boca Raton, FL 33431

Dear Mr. Szymonowicz:

A review of your Non Ad Valorem assessment for tax year 2015 determined that the Osprey Oaks Community Development District assessed \$210,973 for 2015.

If you assess a similar amount for tax year 2016, it will place the Osprey Oaks Community Development District in the Tier 3 category referenced in Exhibit A of this agreement. This Tier is applicable to organizations with assessments greater than (>) \$150,000 and less than or equal to (<=) \$300,000. The ISS processing fee for Tier 3 organizations is \$420.

Should you have any questions, please contact me by email at [Alemer@pbcgov.org](mailto:Alemer@pbcgov.org) or by telephone at (561) 355-6896.

Thank you.

A handwritten signature in cursive script that reads "Andrea Lemer".

Andrea Lemer  
Analyst Programmer, Information Systems Services



February 9, 2016

Mr. Michal Szymonowicz  
Director Financial Services  
Osprey Oaks Community Development District  
2300 Glades Road Suite 410W  
Boca Raton, FL 33431

**Information Systems Services**

301 N. Olive Avenue, 8th Floor  
West Palm Beach, FL 33401  
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**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

**RE: Interlocal Agreement for Services Provided by Information Systems Services**

Dear Mr. Szymonowicz:

For many months, the Palm Beach County Information Systems Services (ISS) Department has been working with representatives of the Non-Ad Valorem Districts and our County Attorney's Office to establish an Interlocal Agreement that is acceptable to all parties.

On February 9, 2016, the attached Interlocal Agreement document was approved by the Board of County Commissioners. ISS services under this agreement are hereby offered as an option for your Non Ad Valorem District.

Should you choose to execute this service agreement with ISS, please sign and return the attached documents to ISS prior to April 30, 2016. If your organization does not have a Board of Director's meeting scheduled before this date, please contact Andrea Lemer by e-mail ([alemer@pbcgov.org](mailto:alemer@pbcgov.org)) to advise her of this circumstance. Please be assured that under such circumstances ISS will continue to work with your District while provisions are being made to present this agreement to your Board of Directors for their review and approval.

Sincerely,

Steve Bordelon  
Director, Information Systems Services

c: Verdenia Baker, County Administrator  
Andrea Lemer, ISS Analyst Programmer

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Affirmative Action Employer"