

M E M O R A N D U M

TO: Tom Harmer, Town Manager

FROM: Susan Smith

DATE: May 6, 2019

SUBJECT: Request for Authorization to Execute Uniform Collection Agreement with Manatee County for Longboat Key Special Assessments

Recommended Action

Authorize the Town Manager to execute an Interlocal Agreement with Manatee County's Tax Collector for the collection of certain non ad valorem special assessments.

Background

The Town of Longboat Key entered into an agreement on March 28, 2016 with the Manatee County's Tax Collector and Property Appraiser with regard to the Town's Underground Utilities projects special assessments. The agreement provides for both appraiser and collection services for certain non-ad valorem special assessments.

The Tax Collector's office implemented many procedural changes over the past few years since the Property Appraiser's office deployed the new NAV Web Portal. This new agreement incorporates all the changes and is standardized for use by all municipalities and non-ad valorem districts including the new multi-county districts. As a result of these changes, the Tax Collector' office is requiring all municipalities and non-ad valorem districts to sign the new agreement for the 2019 tax year. The 2016 agreement only covered the underground utility assessments. This agreement is more generic and will cover any and all Non-Ad Valorem assessments that the Town may decide to levy in the future.

There are no changes in collection or appraiser costs in the new agreement. The Town will continue to pay 1.5% of the assessments collected to each entity through deduction of the fees before amounts are remitted to the Town, pursuant to Florida Statutes, and Rule 12D-18.004 (2). Also the term of the new agreement shall continue and extend uninterrupted year to year automatically.

Staff Recommendation

Approval to execute Interlocal agreement with Manatee County's tax collector and appraiser to provide for the collection of certain non-ad valorem special assessments.

Attachments

2019 Longboat Key Uniform Collection Agreement

**UNIFORM COLLECTION AGREEMENT
FOR TOWN OF LONGBOAT KEY ASSESSMENTS**

THIS UNIFORM COLLECTION AGREEMENT FOR TOWN OF LONGBOAT KEY ASSESSMENTS (“Agreement”) is made and entered into this _____ day of _____, 2019, by and between the Town Commission of Longboat Key, Florida (“Town”), whose address is 501 Bay Isles Road, Longboat Key, FL 34228, the Honorable Ken Burton, Jr., State Constitutional Tax Collector in and for Manatee County, an independent constitutional county officer of the State of Florida, whose address is 819 301 Boulevard West, Bradenton, Florida 34205 (“Tax Collector”) and the Honorable Charles E. Hackney, State Constitutional Property Appraiser in and for Manatee County, an independent constitutional county officer of the State of Florida, whose address is 915 4th Avenue West, Bradenton, Florida 34205 (“Property Appraiser”).

SECTION I
Findings and Determinations

The parties find and determine:

1. The Town is authorized to impose and levy, and by appropriate resolutions has expressed its intent to use, the statutory uniform methodology of collection for, certain non-ad valorem special assessments (“Assessments”), as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes and Rule 12D-18, Florida Administrative Code, as amended; and
2. The term “Assessments” means those certain levies by the Town, which constitute non-ad valorem special assessments pursuant to Section 197.3632, Florida Statutes; and
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code (“uniform methodology”), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies; and
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology; and
5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being on the official tax notice (“Tax Notice”) issued by the Tax Collector which will produce positive economic benefits to the Town and its citizens, property owners and taxpayers; and
6. The uniform methodology, through use of the Tax Notice, will tend to eliminate confusion and promote local government accountability; and
7. The Tax Collector, as a state constitutional officer for the county political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, to implement the uniform method of collecting Assessments; and

8. The sole and exclusive responsibility to determine, impose and levy the Assessments and to determine that an Assessment is a legal, constitutional and lienable non-ad valorem special assessment for improvements and related systems, facilities and services is that of the Town and no other person, entity or officer.

SECTION II
Applicable Law and Regulations

1. Sections 197.3631, 197.3632, and 197.3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law, govern the exercise by the Town of its local self-government power to render and pay for municipal services.
2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code; and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer for the purpose of collecting and enforcing non-ad valorem special assessments levied by Town authorities within the boundaries of the Town.
3. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, has provisions that apply to the Town, the Tax Collector, the Department of Revenue and the Property Appraiser.
4. Section 200.069, Florida Statutes, requires the Property Appraiser to send to all taxpayers a notice of proposed property taxes and non-ad valorem assessments ("TRIM Notice") on behalf of the taxing authorities and local governing boards.

SECTION III
Purpose

1. The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to meet the requirements of Section 197.3632(2), Florida Statutes, requiring the Town to enter into a written agreement with the Property Appraiser and the Tax Collector providing for reimbursement of necessary administrative costs related to the collection of the Assessments levied by the Town. This Agreement further includes compensation by the Town to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; payment by Town of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the Town, or its agent, pursuant to Section 197.3632(7), Florida Statutes; and reimbursement by Town for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632(2), Florida Statutes.
2. Additionally, the purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Property Appraiser shall perform his statutory

duties under Section 197.3632, Florida Statutes, which include providing the Town with legal descriptions of properties and the names and addresses of all property owners.

SECTION IV

Term

1. The term of this Agreement shall commence upon execution, effective for 2019 Tax Notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each.
2. This Agreement shall continue in full force and effect until terminated by the Tax Collector and/or the Property Appraiser and if not terminated by Tax Collector or Property Appraiser, the Agreement shall continue until the Town informs the Tax Collector, as well as Property Appraiser and the Department of Revenue, by 10 January of the calendar year, if the Town intends to discontinue to use the uniform methodology for such Assessments pursuant to Section 197.3632(6), Florida Statutes and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

SECTION V

Duties and Responsibilities of Town

Town agrees, covenants and contracts to:

1. Compensate the Tax Collector for collection costs and reimburse administrative costs incurred pursuant to Sections 197.3632(2) and 197.3632(8)(c), Florida Statutes and Rule 12D-18.004(2), Florida Administrative Code. Town agrees that an annual payment of 1.5% of the Assessments collected is an accurate estimate of the collection costs and administrative costs (which include, but are not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming) incurred by the Tax Collector. Town agrees to the Tax Collector being paid the 1.5% through deduction before the amounts are remitted.
2. Reimburse the Property Appraiser for necessary administrative costs incurred by the Property Appraiser under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming. Town and Property Appraiser agree that an annual payment of 1.5% of the Assessments collected is an accurate estimate of the administrative costs incurred by the Property Appraiser. Town agrees to the Property Appraiser being paid the 1.5% through deduction before the amounts are remitted.
3. Pay for, or alternatively reimburse, the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the Town pursuant to Section 197.3632(7), Florida Statutes and Rule 12D-18.004(2) Florida Administrative Code to produce a combined notice for ad valorem taxes and non-ad valorem

assessments. The parties acknowledge that the actual merger of the non-ad valorem special assessments roll in with the ad valorem assessments has been and will be a function performed by the Property Appraiser pursuant to a separate agreement between the Property Appraiser and the Tax Collector to which the Town is not a party. However, the combined notice shall be produced by the Tax Collector.

4. Upon being timely billed, Town shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
5. Certify its non-ad valorem assessments roll to the Property Appraiser and Tax Collector after August 31st and on or before 15 September of each calendar year pursuant to Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code using the Certify option in the Property Appraiser's NAV Web Portal; <https://nav.manateepao.com> ("NAV Web Portal"). The Certify option will produce form DR-408A and affix to it an itemized list of parcel identification numbers and associated Assessments. Town shall exercise its responsibility that such non-ad valorem assessments roll is in compliance with Section 197.3632(10) and is free of errors and omissions. Town agrees to use the Corrections feature in the NAV Web Portal to correct individual Assessment errors. Town acknowledges that additional fees may be charged by the Tax Collector to correct an abundance of errors after roll certification. Town further acknowledges that its Assessments will be zeroed out if the Town fails to certify its non-ad valorem assessments roll by the 15 September statutory deadline.
6. Abide by and implement its duties under the uniform law pursuant to all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.
7. Acknowledge that the Tax Collector and Property Appraiser have no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the Town's Assessment, and that it is the sole responsibility and duty of the Town to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the Assessments.
8. Include its Assessments in the TRIM Notice pursuant to Section 200.069, Florida Statutes, and to update ("upload") or verify its Assessments in the NAV Web Portal on or before August 1st of each year to insure the Assessments that appear in the TRIM Notice closely match those that will appear in the Tax Notice. Town is exempt from this requirement if its boundary does not lie wholly within Manatee County, Florida. Town acknowledges that irrespective of its boundary, any and all Assessments uploaded to the NAV Web Portal on or before August 1st will appear in the TRIM Notice.
9. To the extent permitted by applicable Florida law, and specifically subject to the provisions and dollar limitations set forth in Section 768.28, Florida Statutes, the Town shall indemnify and hold harmless Tax Collector and Property Appraiser to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector and/or Property Appraiser regarding the imposition, levy, roll preparation and certification of the Assessments arising from the negligence of the Town or its agents, officers, or employees; Town shall pay for or reimburse Tax Collector and/or Property Appraiser for fees for legal services rendered to Tax Collector and/or Property

Appraiser with regard to any such legal action. Nothing herein shall constitute a waiver of sovereign immunity or the limitations on liability provided under the Florida Constitution or general law.

SECTION VI
Duties of the Tax Collector

1. Except as provided in paragraph 5 below, the Tax Collector shall prepare a combined notice (the "Tax Notice") for both ad valorem taxes and non-ad valorem special assessments for all levying authorities within the boundaries of the Town, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the Town, so long as said ordinances and resolutions shall themselves clearly state the intent to use the uniform method for collecting such Assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
2. The Tax Collector shall collect the Assessments of the Town as certified by the Town, or its agent, to the Property Appraiser and the Tax Collector no later than 15 September of each calendar year on form DR-408A with an itemized list of parcel identification numbers and associated Assessments affixed to it, and free of errors or omissions.
3. The Tax Collector agrees to cooperate with the Town in implementation of the uniform methodology for collecting Assessments pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem assessment roll for the Assessments of the Town that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
4. The Tax Collector agrees to submit a report that contains payment information received for non-ad valorem assessments including, but not limited to, the property identification number for the parcel and the amount received.
5. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request the Town to file a corrected roll or a correction of the amount of any Assessment, and the Town shall bear the cost of any such error or omission.
6. If the Tax Collector, in its discretion, determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular Assessment or shall direct the Town to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the Town and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is effected, the Town shall bear all costs associated with the separate notice for the Assessment that could not be merged, upon timely billing by the Tax Collector.

SECTION VII
Duties of the Property Appraiser

1. Annually by June 1, the Property Appraiser shall provide Town the information required by Section 197.3632(3)(b), Florida Statutes by the NAV Web Portal, with the legal description of the property affected by the levy, and the names and addresses of the owners of each parcel. Town, or its agent, will be required to enter into a non-disclosure agreement with the Property Appraiser in order to receive information protected under Section 119, Florida Statutes.
2. The Property Appraiser shall merge the Town's non-ad valorem assessments roll with the tax roll to enable the Tax Collector to prepare a combined Tax Notice for both ad valorem taxes and non-ad valorem special assessments.
3. The Property Appraiser shall zero out the Town's Assessments if the Town fails to certify its non-ad valorem assessments roll to the Property Appraiser and the Tax Collector on or before 15 September pursuant to Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.
4. Upon request of a property owner, the Property Appraiser will split or combine tax parcels ("Parent Parcel"). If the parcel identification number of a Parent Parcel is individually referenced in the resolution or ordinance establishing or modifying the Town boundary, the Property Appraiser shall zero out the Town's Assessment on the resulting parcel or parcels ("Child Parcels"). If the parcel identification number of a Parent Parcel is not individually referenced in the resolution or ordinance establishing or modifying the Town boundary, the Property Appraiser will equally apportion the Town's Assessment to the resulting Child Parcels.
5. The Property Appraiser will place the Town's most recently uploaded Assessments prior to August 1st on the TRIM Notices regardless of how long ago the last upload may have occurred.

SECTION VIII
Miscellaneous

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alters substantially the benefits or the Agreement for either of the parties or renders the statutory and regulatory obligations unable to be performed. All prior agreements between the parties hereto addressing the matters set forth herein are hereby terminated and superseded by this Agreement.

3. This Agreement shall be governed by the laws of the State of Florida.
4. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:
 - a. As to Tax Collector: The Honorable Ken Burton, Jr.
Manatee County Tax Collector
819 301 Boulevard West
Bradenton, Florida 34205
 - b. As to Property Appraiser: The Honorable Charles E. Hackney
Manatee County Property Appraiser
915 Fourth Ave West
Bradenton, Florida 34205
 - c. As to Town: Town of Longboat Key
501 Bay Isles Rd
Longboat Key, FL 34228

IN WITNESS WHEREOF, the parties have hereunto set, their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS

MANATEE COUNTY TAX COLLECTOR

Signature

By: _____
Ken Burton, Jr.

Printed Name

Date: _____

WITNESS

MANATEE COUNTY PROPERTY APPRAISER

Signature

By: _____
Charles E. Hackney

Printed Name

Date: _____

As authorized for execution by the Town Commission of the Town of Longboat Key, Florida.

ATTEST

TOWN OF LONGBOAT KEY

Signature

By: _____
Signature

Printed Name

Printed Name

Date: _____

Approved as to form and correctness

By: 
Town Attorney

End of Agenda Item