

AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF FORT LAUDERDALE, FLORIDA

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and CITY OF FORT LAUDERDALE, FLORIDA ("TAXING AUTHORITY").

WHEREAS, Section 163.5151 (4), Florida Statutes, provides that at the option of the county property appraiser for the county within which the neighborhood improvement district is located, the assessments levied by the district shall be collected in the same manner as all ad valorem taxes if so requested by the local governing body pursuant to s. 197.363. Pursuant to that option, the Property Appraiser and the Taxing Authority shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The parties herein agree that, commencing with the 2017 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the Taxing Authority, specifically the Sunrise Key Neighborhood Improvement District assessment.
3. The Taxing Authority shall meet all relevant statutory requirements related to Neighborhood Improvement district assessments. Failure to do so shall be grounds for immediate termination of this Agreement by the Property Appraiser at any date, and is not subject to the time cancellation restrictions set by Paragraph 15.
4. The Taxing Authority shall furnish the Property Appraiser all up-to-date data concerning the boundaries of the area that are to be assessed, the proposed ad valorem millage rate, the adopted millage rate, the roll-back rate, and other information requested from time to time by the Property Appraiser necessary to facilitate his making the assessment.

5. The Property Appraiser shall, using the information provided by the Taxing Authority, place the Taxing Authority's ad valorem special assessment, as made from time to time and certified to him, on the properties within the specified boundary.
6. Within 30 days of invoice, the Property Appraiser shall be compensated by the Taxing Authority for all administrative costs incurred in carrying out this Agreement at the rate of \$2.00 per parcel. However, regardless of the number of parcels covered by this Agreement, the total compensation paid to the Property Appraiser shall be a minimum of \$400.00 for each year in which such assessments are placed on the tax rolls.
7. Within 30 days of invoice, the Taxing Authority shall pay the Property Appraiser the sum of \$1,000.00 in the first year in which the assessment is levied. This sum represents the Taxing Authority's reimbursement for programming changes made to the Property Appraiser's computer system, which are necessary for placement of the Taxing Authority's ad valorem assessment on the tax rolls.
8. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraphs 6 and 7 above, the amount of compensation shall be the actual cost of performing the services under this Agreement.
9. This Agreement constitutes the entire Agreement of the parties.
10. Neither party may assign his or its obligations under this Agreement.
11. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. 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 or 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.
12. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
13. If the Property Appraiser or Taxing Authority determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.

14. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the Taxing Authority shall be addressed to _____ at the following address:

Email: _____

Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll
Broward County Property Appraiser's Office
115 South Andrews Avenue, Room 111
Fort Lauderdale, FL 33301
Email: hcimino@bcpa.net

15. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this agreement by providing the other party written notice of the cancellation prior to January 1st of the year the Agreement shall stand terminated. Property Appraiser will perform no further work after the written cancellation is received.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and TAXING AUTHORITY, by and through _____, _____, duly authorized to execute same.

PROPERTY APPRAISER:

MARTY KIAR, BROWARD COUNTY
PROPERTY APPRAISER

_____ day of January, 2017

TAXING AUTHORITY:

_____, _____

_____ day of January, 2017

Approved as to form:

Mila Schwartzreich, General Counsel
Broward County Property Appraiser's Office