

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER AND TO PROTECT EXEMPT INFORMATION FROM PUBLIC DISCLOSURE.**

**WHEREAS**, the City, as required by Section 197.3632, Florida Statutes, approved the use of the uniform method for collecting non-ad valorem assessments for the provision of the continued operation and maintenance of three (3) Special Taxing Districts within the City; and

**WHEREAS**, the City has requested access to certain records maintained by the Miami-Dade County Property Appraiser (the "Property Appraiser") relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under Section 119.071, Florida Statutes ("Exempt Information"); and

**WHEREAS**, under Section 119.071, Florida Statutes, "home addresses" includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address; and

**WHEREAS**, the Property Appraiser is requesting that the City enter into a written agreement to ensure that all Exempt Information is protected from disclosure for any other purpose other than as prescribed by Florida law; and

**WHEREAS**, the City shall only request Exempt Information when there is a statutory or official need for the Exempt Information; and

**WHEREAS**, the City shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement and in accordance with Florida law; and

**WHEREAS**, it is in the best interest of the City to execute an agreement with the Property Appraiser, in the form attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, authorize the Mayor and City Clerk to execute an agreement for access to certain exempt information maintained by the Miami-Dade County Property Appraiser and to protect exempt information from public disclosure.

**PASSED and ADOPTED** this \_\_\_\_ day of May 2020.

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Dan Gelber, Mayor

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

5/18/20  
\_\_\_\_\_  
Date

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED  
BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER (AGREEMENT), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, **FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the "**Municipality**") and the **MIAMI-DADE COUNTY PROPERTY APPRAISER**, (hereinafter referred as the "**Property Appraiser**").

**WITNESSETH**

**WHEREAS**, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes ("**Exempt Information**").

**WHEREAS**, under section 119.071 of the Florida Statutes, "home addresses" includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

**WHEREAS**, the Municipality shall only request Exempt Information when there is a statutory or official need for the Exempt Information.

**WHEREAS**, the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

**WHEREAS**, the Municipality's governing body has approved this agreement via Resolution \_\_\_\_\_ and authorized the below signatory to execute this agreement on behalf of the Municipality,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the Municipality and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the Municipality requests any Exempt Information from the Property Appraiser, the Municipality shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the Municipality or any of its agents or employees, except as authorized by Florida law.
3. The Municipality shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of government and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.
4. When in receipt of Exempt Information from the Property Appraiser, the Municipality acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The Municipality accepts full

responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.

5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the Municipality does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the Municipality's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Municipality and the Property Appraiser and shall remain in full force and effect and be binding on the Municipality, and any permitted successors or assigns.
7. In the event that the Municipality requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the Municipality must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the Municipality allows the third party to access any Exempt Information. The Municipality acknowledges that such assumption by a third party shall not relieve the Municipality from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the Municipality to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the Municipality shall destroy all Exempt Information within ten (10) days. The Municipality's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the Municipality, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the

persons listed herein. For the present, the Municipality and Property Appraiser designate the following as the respective places for notice purposes:

Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Appraiser

Miami-Dade County  
Office of the Property Appraiser  
111 Northwest First Street, Suite 710  
Miami, Florida 33128

With a Copy to:

Miami-Dade County Attorney's Office  
111 Northwest First Street, Suite 2810  
Miami, Florida 33128

**IN WITNESS WHEREOF**, the \_\_\_\_\_ (Municipality) has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: \_\_\_\_\_, **a municipal corporation**

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mayor/Manager

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

\_\_\_\_\_  
\_\_\_\_\_  
Municipal Attorney

**MIAMI-DADE COUNTY PROPERTY APPRAISER**

ATTEST:

By: \_\_\_\_\_  
Property Appraiser or  
Designee

\_\_\_\_\_  
Date

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

5/20/2020  
\_\_\_\_\_  
Date