



MIAMI-DADE COUNTY
PROPERTY APPRAISER
ADMINISTRATION DIVISION

PEDRO J. GARCIA
PROPERTY APPRAISER

May 13, 2020

Mr. Edward Pidermann, Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Dear Mr. Pidermann:

Florida's public records law (Chapter 119, F.S.) requires the Property Appraiser's Office to maintain as exempt certain personal information of qualifying individuals from its records. Due to recent changes to Florida's public records law, which went into effect on July 1st, 2019, the Property Appraiser's Office must now maintain as exempt certain additional information, including "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."

Pursuant to Florida law, the Property Appraiser's Office may share exempt information with other governmental entities as required for their legitimate governmental operations. It then becomes the responsibility of any such entities to protect from disclosure the exempt information as required by the public records law.

Presently, your municipality utilizes the uniform method of collecting non-ad valorem assessments. In order to prepare the non-ad valorem assessment roll, your municipality will require certain information regarding the properties subject to the assessment, including information exempt from disclosure. In order for our office to provide you with this exempt information for the purpose of preparing your municipality's non-ad valorem assessment roll, and placing the assessment on the TRIM Notice, your municipality must execute the attached agreement, providing for the protection of the exempt information described above. To ensure the timely receipt of the information required to prepare your municipality's non-ad valorem assessment roll for 2020, please return the signed agreement as soon as possible.

Additionally, once your municipality has executed the attached agreement, please have your municipality's Information Technology (IT) staff contact Jose Nodarse, Property Appraiser, Chief of Information Services, at 305-375-1027 as soon as possible, to discuss the process of providing your municipality with the exempt information.

If you have any questions, please contact me at 305-375-4004.

Sincerely,

A handwritten signature in blue ink, reading "Lazaro Solis", is written over the word "Sincerely,".

Lazaro Solis, Deputy Property Appraiser

Attachment

cc: Kay Grant, Controller

**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