**RESOLUTION NO. 2020-26**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE AND THE MIAMI-DADE COUNTY PROPERTY APPRAISER REGARDING EXEMPT INFORMATION UNDER CHAPTER 119, *FLORIDA STATUTES*; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS,** the Village Commission desires to enter into an Interlocal Agreement ("Agreement") between the Village and the Miami-Dade County Property Appraiser regarding the exchange of exempt information under Chapter 119, *Florida Statutes*, for use by the Village for its non-ad valorem assessment roll.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**

**Section 1. Recitals.** The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

**Section 2. Interlocal Agreement.** The Agreement between the Village and the Miami-Dade County Property Appraiser regarding the exchange of exempt information under Chapter 119, Florida Statutes attached and incorporated herein as Exhibit "A" is approved and the Village Manager is authorized to execute the Agreement on behalf of the Village.

**Section 3. Severability.** If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of June, 2020.

The foregoing Resolution was offered by Vice-Mayor Kennedy, who moved its adoption. The motion was seconded by Commissioner Samaria, and upon being put to a votethe vote was as follows:

| | |
|---|---|
| Virginia O'Halpin, Mayor | Yes |
| MacDonald Kennedy, Vice Mayor | Yes |
| Daniel Samaria, Commissioner | Yes |
| Roxanna Ross, Commissioner | Yes |
| William Tudor, Commissioner | Yes |

VILLAGE OF BISCAYNE PARK

Virginia O'Halpin, Mayor

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

John R. Herin, Jr., Interim Village Attorney

**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 2nd day of June, 20__, by and between the Village of Biscayne Park, **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 2020-26 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. main, 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:

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|---|---|
| Municipality: | Village of Biscayne Park<br>600 NE 114th Street<br>Biscayne Park, FL 33161 |
| With a Copy to: | Village Clerk's Office<br>600 NE 114th Street<br>Biscayne Park, FL 33161 |
| Property Appraiser | Miami-Dade County<br>Office of the Property Appraiser<br>111 Northwest First Street, Suite 710<br>Miami, Florida 33128 |
| With a Copy to: | Miami-Dade County Attorney's Office<br>111 Northwest First Street, Suite 2810<br>Miami, Florida 33128 |

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

_____, **a municipal corporation**

ATTEST:

By: _____
Clerk Roseann Prado, Village Clerk

By: _____
Mayor/Manager
David Hernandez, Interim Village Manager

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

_____
John R. Herin, Jr., Interim Village Attorney
Municipal Attorney

**MIAMI-DADE COUNTY PROPERTY APPRAISER**

ATTEST:

By: _____
Property Appraiser or Designee

_____
Date