

**NONDISCLOSURE AGREEMENT
FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE
UNDER CHAPTER 119, FLORIDA STATUTES**

**SOUTHERN MANATEE FIRE & RESCUE DISTRICT
MANATEE COUNTY PROPERTY APPRAISER**

THIS NONDISCLOSURE AGREEMENT FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE UNDER CHAPTER 119, FLORIDA STATUTES ("Agreement") is made and entered into this 20th day of June, 2019, by and between Southern Manatee Fire & Rescue District ("District"), whose address is 2451 Trailmate Drive, Sarasota, Florida 34243 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 ("Property Appraiser"), whose address is 915 4th Avenue West, Bradenton, Florida 34205.

**SECTION I
Findings and Determinations**

The parties find and determine:

1. The Property Appraiser has the statutory responsibility to list and appraise all real and tangible personal property in the County each year for purposes of ad valorem taxation. During the normal course of business, the Property Appraiser acquires, stores, and maintains an abundance of property and ownership information, some of which is exempt from public disclosure; and
2. In order to carry out its statutory duties and meet substantial policy needs, the District requires certain property and ownership information for all properties in the District.

**SECTION II
Applicable Law and Regulations**

1. Chapter 119, Florida Statutes, provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature; and
2. Section 119.071, Florida Statutes, contains multiple exemptions from disclosure under the mandatory access requirement of section 119.07(1), Florida Statutes. Under section 119.071(4)(d)3., Florida Statutes, an agency that is not the employer of, but is the custodian of records pertaining to, one of the persons enumerated in section 119.071(4)(d), Florida Statutes, is required to maintain such person's exemption if the person or his or her employing agency submits a written request to the custodian; and

3. Section 119.071(4)(d), Florida Statutes, defines “Home Addresses” to mean the dwelling location at which an individual resides and 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
4. The Office of the Attorney General of Florida (“Attorney General”) released Advisory Legal Opinion 2017-05 on November 22, 2017 that noted a clear distinction is made between public records that are “exempt” from disclosure and records that are “confidential.” “If information is made confidential in the statutes, the information is not subject to inspection by the public and may only be released to the persons or organizations designated in the statute.... If records are not confidential but are only exempt from the Public Records Act, the exemption does not prohibit the showing of such information.” Based upon this distinction, the Attorney General concluded that when there is a statutory or substantial policy need for information that is otherwise exempt from disclosure under the Public Records Act, the information should be made available to the requesting agency or entity. The Attorney General also noted that there is nothing in Chapter 119, Florida Statutes, indicating that an exempt address loses its exempt status by being shared with another agency.

SECTION III

Purpose

1. The purpose of this Agreement is to facilitate the transfer between the Property Appraiser and the District of Home Addresses that are exempt under Chapter 119, Florida Statutes, for which the Property Appraiser has received a request to withhold such Home Addresses from disclosure pursuant to Section 119.071(4)(d)3., Florida Statutes (“Exempt Home Addresses”); and
2. To ensure that Exempt Home Addresses retain their exempt status, and are withheld from disclosure in accordance with applicable law, once in District possession.

SECTION IV

Term

1. The term of this Agreement shall commence upon execution and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each; and
2. Either party has the right to terminate this Agreement by giving at least 30 days’ notice in writing to the other party to expire at the end of the initial or last renewal term.

SECTION V
Duties and Responsibilities of Property Appraiser

1. The Property Appraiser agrees to provide the District Exempt Home Addresses in the same manner that it provides the District with other non-exempt property and ownership information; and
2. The Property Appraiser agrees to clearly identify which properties contain Exempt Home Addresses. This information will be conveyed to the District using a field called IS_PROTECTED in the NAV Web Portal and a field called PAR_PROTECTD_FLAG in the three (3) main property and ownership data files that the Property Appraiser provides the District upon request; JELLY_ROLL.CSV, MCPAO_MULTOWN.CSV and MCPAO_MULTSITUS.CSV. The IS_PROTECTED and PAR_PROTECTD_FLAG fields will contain a "Y" if the property contains Exempt Home Addresses; and
3. The Property Appraiser agrees to clearly define what information it classifies as Exempt Home Addresses. This information is included in Exhibit A. In some cases, Exhibit A also references data sources or data file names and data field names. The data sources, data file names and data field names referenced in Exhibit A are not meant to be all inclusive. They are meant to aid in the identification of Exempt Home Addresses.

SECTION VI
Duties and Responsibilities of District

1. The District agrees that Exempt Home Addresses will retain their exempt status once in District possession; and
2. To the extent permitted by applicable law, the District agrees to withhold from public disclosure Exempt Home Addresses identified by the Property Appraiser pursuant to Section V, above.

SECTION VII
Miscellaneous

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. If either party receives any letter, action, suit or investigation from a non-party to this Agreement regarding the withholding of the Exempt Home Addresses pursuant to this Agreement, the other party shall cooperate and assist the other parties in this agreement in defending claims to such Exempt Home Addresses. The parties agree that neither party shall be entitled to any additional fees and/or compensation for their cooperation and assistance under this paragraph of the Agreement.

3. Each party, as a state agency or political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and defend and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.
4. 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.
5. This Agreement shall be governed by the laws of the State of Florida.
6. 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:

As to Property Appraiser:

The Honorable Charles E. Hackney
Manatee County Property Appraiser
915 4th Avenue West
Bradenton, Florida 34205

As to District:

Southern Manatee Fire & Rescue District
2451 Trailmate Drive
Sarasota, Florida 34243

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



Signature

Alan B. Stearns

Printed Name

MANATEE COUNTY PROPERTY APPRAISER

By:



Charles E. Hackney

Date:

6-27-19

WITNESS



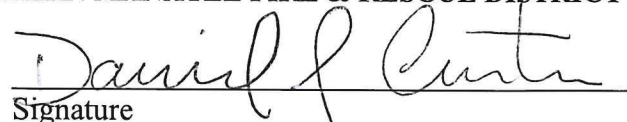
Signature

Melanie A. Markon

Printed Name

SOUTHERN MANATEE FIRE & RESCUE DISTRICT

By:



Signature

DANIEL J. CENTER

Printed Name

Date:

06/20/19

**NONDISCLOSURE AGREEMENT
FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE
UNDER CHAPTER 119, FLORIDA STATUTES**

**SOUTHERN MANATEE FIRE & RESCUE DISTRICT
MANATEE COUNTY PROPERTY APPRAISER**

EXHIBIT A

The Property Appraiser defines Exempt Home Addresses as:

- Building and Aerial Photos
 - JELLY_ROLL.CSV.BLDG_C1_PHOTOPATH
 - JELLY_ROLL.CSV.BLDG_R1_PHOTOPATH
 - JELLY_ROLL.CSV.LAND_AERIAL_PATH
- Census Information
 - JELLY_ROLL.CSV.CENSUS_BLK
 - JELLY_ROLL.CSV.CENSUS_BLKGRP
 - JELLY_ROLL.CSV.CENSUS_FIPS
 - JELLY_ROLL.CSV.CENSUS_TRACT
- Parcel Legal Description
 - JELLY_ROLL.CSV.PAR_LEGAL1
 - JELLY_ROLL.CSV.PAR_LEGAL2
 - JELLY_ROLL.CSV.PAR_LEGAL3
- Owner's Mailing Address
 - JELLY_ROLL.CSV.PAR_MAIL_ADDR1
 - JELLY_ROLL.CSV.PAR_MAIL_ADDR2
 - JELLY_ROLL.CSV.PAR_MAIL_CITY
 - JELLY_ROLL.CSV.PAR_MAIL_CNTRYCD
 - JELLY_ROLL.CSV.PAR_MAIL_COUNTRY
 - JELLY_ROLL.CSV.PAR_MAIL_LABEL1
 - JELLY_ROLL.CSV.PAR_MAIL_LABEL2
 - JELLY_ROLL.CSV.PAR_MAIL_LABEL3
 - JELLY_ROLL.CSV.PAR_MAIL_LABEL4
 - JELLY_ROLL.CSV.PAR_MAIL_LABEL5
 - JELLY_ROLL.CSV.PAR_MAIL_LABEL6
 - JELLY_ROLL.CSV.PAR_MAIL_POSTALCD
 - JELLY_ROLL.CSV.PAR_MAIL_STATE
 - MCPAO_MULTOWN.CSV.ADDR1
 - MCPAO_MULTOWN.CSV.ADDR2
 - MCPAO_MULTOWN.CSV.ADDR3
- Owner Notes

- Map Number
 - JELLY_ROLL.CSV.PAR_MAP_NUMBER
- Neighborhood
 - JELLY_ROLL.CSV.PAR_NBHD_NAME
 - JELLY_ROLL.CSV.PAR_NEIGHBORHOOD
- Owner Names
 - JELLY_ROLL.CSV.PAR_OWNER_NAME1
 - JELLY_ROLL.CSV.PAR_OWNER_NAME2
 - MCPAO_MULTOWN.CSV.OWNER
- Subdivision, Condominium or Cooperative Information
 - JELLY_ROLL.CSV.PAR_SUBDIV_BLOCK
 - JELLY_ROLL.CSV.PAR_SUBDIV_LOT
 - JELLY_ROLL.CSV.PAR_SUBDIV_NAME
 - JELLY_ROLL.CSV.PAR_SUBDIV_PARENT
 - JELLY_ROLL.CSV.PAR_SUBDIVISION
 - {all gis features}.BLOCKDESIGNATOR
 - {all gis features}.CONVEYANCEDSIGNATOR
 - {all gis features}.FLOORDESIGNATOR
 - {all gis features}.HEADERNUMBER
 - {all gis features}.LOTNUMBER
- Parcel Identification Number
 - JELLY_ROLL.CSV.PARENT_PARID
 - JELLY_ROLL.CSV.PARID
 - MCPAO_MULTOWN.CSV.PARID
 - MCPAO_MULTSITUS.CSV.PARID
 - {all gis features}.PARCELNO
- Property Sale Official Records Book and Page Numbers
 - JELLY_ROLL.CSV.SALE_BOOK_LAST
 - JELLY_ROLL.CSV.SALE_BOOK_LQ
 - JELLY_ROLL.CSV.SALE_BOOK_LQCY
 - JELLY_ROLL.CSV.SALE_BOOK_LQPY
 - JELLY_ROLL.CSV.SALE_BOOK_LQTY
 - JELLY_ROLL.CSV.SALE_PAGE_LAST
 - JELLY_ROLL.CSV.SALE_PAGE_LQ
 - JELLY_ROLL.CSV.SALE_PAGE_LQCY
 - JELLY_ROLL.CSV.SALE_PAGE_LQPY
 - JELLY_ROLL.CSV.SALE_PAGE_LQTY
- Property Sale Buyer Names
- Property Sale Seller Names
- Situs/Location Address
 - JELLY_ROLL.CSV.SITUS_ADDRESS
 - JELLY_ROLL.CSV.SITUS_ADDRESS_NUM
 - JELLY_ROLL.CSV.SITUS_PLACE_CODE

- JELLY_ROLL.CSV.SITUS_POSTAL_CITY
- JELLY_ROLL.CSV.SITUS_POSTAL_ZIP
- JELLY_ROLL.CSV.SITUS_POSTAL_ZIP4
- JELLY_ROLL.CSV.SITUS_POSTDIR
- JELLY_ROLL.CSV.SITUS_PREDIR
- JELLY_ROLL.CSV.SITUS_SECADDUNIT
- JELLY_ROLL.CSV.SITUS_SECUNITDES
- JELLY_ROLL.CSV.SITUS_STATE
- JELLY_ROLL.CSV.SITUS_STREET_NAME
- JELLY_ROLL.CSV.SITUS_STREET_SUF
- MCPAO_MULTSITUS.CSV.SITUS_ADDRESS
- MCPAO_MULTSITUS.CSV.SITUS_ADDRESS_NUM
- MCPAO_MULTSITUS.CSV.SITUS_PREDIR
- MCPAO_MULTSITUS.CSV.SITUS_STREET_NAME
- MCPAO_MULTSITUS.CSV.SITUS_STREET_SUF
- MCPAO_MULTSITUS.CSV.SITUS_POSTDIR
- MCPAO_MULTSITUS.CSV.SITUS_SECUNITDES
- MCPAO_MULTSITUS.CSV.SITUS_SECADDUNIT
- MCPAO_MULTSITUS.CSV.SITUS_POSTAL_CITY
- MCPAO_MULTSITUS.CSV.SITUS_STATE
- MCPAO_MULTSITUS.CSV.SITUS_POSTAL_ZIP
- MCPAO_MULTSITUS.CSV.SITUS_POSTAL_ZIP4
- MCPAO_MULTSITUS.CSV.SITUS_PLACE_CODE
- MCPAO_MULTSITUS.CSV.SITUS_PLACE_NAME
- “Doing Business As” Name
 - JELLY_ROLL.CSV.TPP_DBA_NAME
- “In Care Of” Name
 - JELLY_ROLL.CSV.TPP_ICO_NAME
- Property Geographical Location Coordinates
- Permit Contractor Names
- Permit Notes