

MEMORANDUM

Agenda Item No. 8(M)(2)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 23, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving and
authorizing the execution of
the attached interlocal
agreement between the Town
of Cutler Bay and Miami-Dade
County to provide film
permitting services

This item differs from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Vice Chair Lynda Bell.



R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: January 23, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing an Interlocal Agreement with the Town of Cutler Bay regarding Film and Photography Production Companies

This substitute differs from the original in that the attached Interlocal Agreement has been executed by the Town of Cutler Bay.

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing an Interlocal Agreement (Agreement) between the Town of Cutler Bay and Miami-Dade County that will allow the County to issue permits to film, television, and still photography production companies desiring to use the Town's facilities. The attached resolution further authorizes the County Mayor or the County Mayor's designee to execute the Agreement in substantially the form attached hereto.

Scope

The Agreement applies to any film, television, and still photography production using facilities located in the Town of Cutler Bay within the boundaries of Commissioner Lynda Bell's District 8.

Fiscal Impact

Approval of this item will generate additional revenue for Miami-Dade County's Department of Regulatory and Economic Resources (RER) Film and Entertainment Office, which will receive a \$100.00 application fee for every film permit processed on behalf of the Town of Cutler Bay.

Monitoring

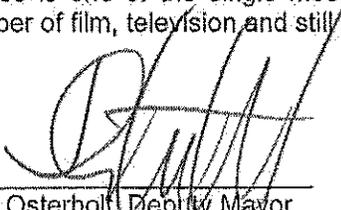
This Agreement will be monitored by Sandy Lighterman, Film and Entertainment Industries Liaison, RER.

Background

With the approval of Ordinance 91-50, the Film and Entertainment Office provides one-stop film permitting services for many of Miami-Dade County's municipalities to facilitate film, television, and still photography authorizations quickly and efficiently. This approach helps create a "film friendly" environment within Miami-Dade County for film and television production, and encourages more production as a result.

Without the execution of this Agreement, film, television and still photography companies desiring to conduct business in Miami-Dade County will encounter barriers up until production, as each Municipal boundary crossed will require an additional permit, unnecessary paperwork, further man hours and additional fees. This simplified one-stop permitting service has enhanced Miami-Dade County's ability to efficiently process film permits for all of the filming locations, no matter the jurisdiction.

This item will authorize those services to be performed for the Town of Cutler Bay. The one-stop permitting service is one of the single most effective enticements Miami-Dade County has to attract the ever increasing number of film, television and still photography shoots to this community.



Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 23, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(2)
1-23-13

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND MIAMI-DADE COUNTY TO PROVIDE FILM PERMITTING SERVICES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between the Town of Cutler Bay and Miami-Dade County providing for film permitting by the Miami-Dade County Film and Entertainment Office on behalf of the municipality, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or the County Mayor's designee to execute the same for and on behalf of Miami-Dade County and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a-vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of January, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Eric A. Rodriguez

**INTERLOCAL AGREEMENT FOR
FILM PERMITTING BETWEEN THE
TOWN OF CUTLER BAY AND MIAMI-DADE COUNTY**

WHEREAS, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment (Film Office) and Town of Cutler Bay (Town).

WHEREAS, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to permit for use of municipal property and services; and

WHEREAS, the various municipalities have expressed willingness to enter into agreement with Miami-Dade County to perform this function on their behalf.

NOW THEREFORE, for and in consideration of the terms, conditions and covenants contained herein, Miami-Dade County and the Town of Cutler Bay hereto agree as follows:

1. Purpose: The Town of Cutler Bay hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize Town facilities and services as authorized by the Town.
2. Term: The Town grants authorization to the County, through its Film Office, to issue permits for the period of five years, commencing ten (10) days from the date of approval of this agreement by both parties.
3. Option to Renew: The County or the Town may, upon written notice to the other, thirty (30) days prior to the expiration of this agreement, renew this agreement for a period of five years.
4. Cancellation: This agreement may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. Any permits which may have been issued prior to termination, but covering dates after the termination date will be honored.
5. Liaison: The Town will appoint a representative to act as liaison to the Film Office, and who will coordinate Town facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the Town.
6. Advance Notice: The County agrees to provide written notice to the Town, via email, facsimile and/or U.S. mail, of requests for Town facilities or services within one working day of receipt of the request from a production company for such service. The Town retains the right to deny issuance of a permit based on insufficient advance notice.
7. Insurance: The County, through its Film Office agrees to obtain from any production

company issued a permit for the Town, an insurance certificate, naming the Town as additionally insured, in the amount of one million dollars (\$1,000,000.00) for film production and for still photography, providing for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the Town has not waived said requirement, the County shall assume liability under state tort law, within limitations described by 768.28 of Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the Town as an additional insured in the amounts described above.

8. Refusal: The Town Manager in his/her discretion maintains the right to reject any permit application if the Town Manager determines that it would not be in the best interest of the Town to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.

9. Non Exclusive Rights: The Town retains the right to issue authorization to any production company directly and without notice to the Film Office.

10. Priority Service Consideration: The County agrees that Town services will be given first right to provide support service to production companies which are utilizing Town property.

11. Guidelines: The Town agrees to provide in writing, Guidelines to govern the issuance of permits issued on the Town's behalf. These Guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

12. Facilities: The Town agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the Town may own or control and may be requested by a production company.

13. Collections: The Town agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The County shall not issue permits to film and still photography production companies that have unpaid fees or charges assessed by the Town under this section, provided the Town has notified the County of such unpaid fees or charges.

14. Hold Harmless: The Town agrees that they will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the Town, where the permit was issued with the appropriate authorization of the Town's Liaison.

15. Cooperative Marketing: The County agrees to include the Town in any cooperative marketing material which may be issued from the Film Office, and the terms and costs will be determined at the time of production. Further, the County agrees to list the Town by name in any reference to "one stop Permitting and its participating municipalities."

16. Facility Photo File: The Town agrees to provide the County with photographs of available areas or facilities which the Town wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the Town, County and South Florida to the film industry.

17. Notice: All legal notices regarding this agreement must be sent to the following address:

Miami - Dade County
Deputy Mayor Jack Osterholt
Attn: Office of Film & Entertainment
111 NW 1st Street, Suite 2200
Miami, FL 33128

Town of Cutler Bay
Town Mayor
10720 Caribbean Blvd., Suite 110
Cutler Bay, FL 33189

18. This agreement may be amended only by the mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their appropriate officials, as of the date first above written.

ATTEST:



Town of Cutler Bay
Pursuant to
Resolution 12-59

BY Debra Eastman
Debra Eastman, MMC
Town Clerk

BY Rafael G. Casals
Rafael G. Casals, CFM
Interim Town Manager

Approved as to form [Signature]
Town Attorney

ATTEST:

Harvey Ruvin, Clerk

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

BY _____
Miami-Dade County Clerk

BY _____
Mayor Carlos A. Gimenez
Miami-Dade County

Approved as to form _____
Miami-Dade County Attorney