

# MEMORANDUM

Agenda Item No. 8(M) (6)

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

**DATE:** November 5, 2014

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

**SUBJECT:** Resolution approving and  
authorizing the execution of the  
attached Interlocal Agreement  
between the City of Florida City  
and Miami-Dade County to  
provide film permitting services

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The accompanying resolution was prepared by the Department of Regulatory and Economic Recourses and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/lmp

# Memorandum



**Date:** November 5, 2014

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

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to be "Carlos A. Gimenez", written over a horizontal line.

**Subject:** Resolution Authorizing an Interlocal Agreement with the City of Florida City  
regarding Film and Photography Production Companies

## **Recommendation**

It is recommended that the Board of County Commissioners ("Board"), approve the attached resolution authorizing an Interlocal Agreement (Agreement) between the City of Florida City and Miami-Dade County that will allow the County to issue permits to film, television, and still photography production companies desiring to use the City'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 City of Florida City in District 9 (Commissioner Dennis C. Moss).

## **Fiscal Impact/Funding Source**

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 City of Florida City.

## **Monitor**

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

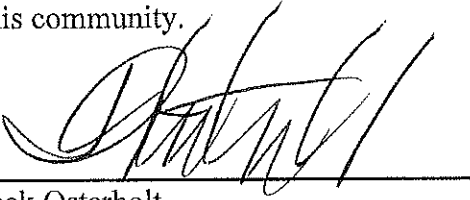
## **Background**

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.

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
Page No. 2

This item will authorize those services to be performed for the City of Florida City. 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.

A handwritten signature in black ink, appearing to read "Jack Osterholt", written over a horizontal line.

Jack Osterholt  
Deputy Mayor




# MEMORANDUM

(Revised)

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

**DATE:** November 5, 2014

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

**SUBJECT:** Agenda Item No. 8(M)(6)

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)(6)  
11-5-14

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

RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF THE ATTACHED INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF FLORIDA CITY  
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 City of Florida City 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 5<sup>th</sup> day of November, 2014. 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  
FILM PERMITTING  
MIAMI-DADE COUNTY – CITY OF FLORIDA CITY**

**THIS INTERLOCAL AGREEMENT** is made and executed this 22<sup>nd</sup> day of April 2014, by and between the City of Florida City, a Florida municipal corporation of the State of Florida (the "City") and Miami-Dade County, a political subdivision of the State of Florida (the "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,

**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 issue permits on their behalf to film production companies desiring to film within municipal locations; and

**WHEREAS**, the various municipalities have expressed willingness to enter into this 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 City of Florida City hereto agree as follows:

1. Purpose: The City of Florida City hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies (herein after "production companies") allowing them to utilize City facilities and services upon prior authorization by the City.
2. Term: The City 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 City 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 shall be honored.

5. Liaison: The City will appoint a representative to act as liaison to the Film Office, and who will coordinate City facilities and services, and who shall be the contractual officer authorized to coordinate, schedule and approve the issuance of permits.

6. Advance Notice: The County agrees to provide written notice to the City, via email, facsimile and/or U.S. mail, of requests for City facilities or services within one working day of receipt of the request from a production company for such service. The City 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 City, an insurance certificate, naming the City 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 City has not waived said requirement in writing, 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 City as an additional insured in the amounts described above.

8. Refusal: The Mayor in his/her discretion maintains the right to reject any permit application if the Mayor determines that it would not be in the best interest of the City 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 City 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 City services will be given first right to provide support service to production companies which are utilizing City property.

11. Guidelines: The City agrees to provide in writing, Guidelines to govern the issuance of permits issued on the City'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 City 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 City may own or control and may be requested by a production company.

13. Collections: The City 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 City under this section, provided the City has notified the County of such unpaid fees or charges.

14. Hold Harmless: The City 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 City, where the permit was issued with the appropriate authorization of the City's Liaison.

15. Cooperative Marketing: The County agrees to include the City 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. The City has the right to refuse participation in the cooperative marketing materials, for any reason, including but not limited to: cost, cost sharing, and type of advertising. Further, the County agrees to list the City by name in any reference to "one stop permitting and its participating municipalities."

16. Facility Photo File: The City agrees to provide the County with photographs of available areas or facilities which the City 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 City, 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

City of Florida City  
City Mayor  
404 West Palm Drive  
Florida City, FL 33034

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

19. Entire Agreement. This Interlocal Agreement, and the attached Exhibit to this Interlocal Agreement, contain the sole and entire agreements entered into by the parties with respect to the subject matter of the Interlocal Agreement, and supersede any and all other prior written or oral agreements.

20. Severability and Savings Clause. If any term or provision of this Interlocal Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Interlocal Agreement or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Interlocal Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Approvals and Consents. Wherever in this Interlocal Agreement the approval or

consent of any party is required, it is understood and agreed that such approval or consent will not be unreasonably withheld or delayed, unless the context specifically indicates otherwise. Wherever in this Interlocal Agreement the approval or consent of the City is required, the written approval or consent of the matter in question by the City Mayor shall satisfy the requirements for approval or consent of the City for all purposes.

22. Governing Laws. The laws of the State of Florida shall govern this Interlocal Agreement. This Interlocal Agreement is subject to and shall be interpreted to effectuate its compliance with the Miami-Dade County Charter and the City Charter.

23. Amendments. No amendment may be made to this Interlocal Agreement unless authorized by the City Mayor and if required, with the approval of the City Commission and if required, approval of the County Commission.

24. Waiver of Jury Trial. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this lease, or arising out of, under or in connection with this Interlocal Agreement or any amendment or modification of this Interlocal Agreement, or any other agreement executed by and between the parties in connection with this Interlocal Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and County entering into this agreement.

25. No Waiver of Sovereign Immunity. The parties do not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest or for any other claims and the parties retain all sovereign immunity protections available under §768.28 Florida Statutes and under Florida law.

**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:**

Harvey Ruvin, Clerk  
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Clerk

BY \_\_\_\_\_  
Mayor Carlos A. Gimenez

Approved as to form \_\_\_\_\_  
Asst. County Attorney

**ATTEST:**

City of Florida City

Pursuant to

Resolution 14-17

BY: 

Jennifer Evelyn, City Clerk

BY: 

Mayor Otis Wallace

Approved as to form and legal sufficiency:



Jeff H. Cazeau, City Attorney

Offered by: Mayor

Motion to adopt by Comm. Berry seconded by Vice Mayor Shiver

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace

Yes

Vice Mayor R. S. Shiver

Yes

Commissioner Eugene D. Berry

Yes

Commissioner Avis Brown

Yes

Commissioner Sharon Butler

Yes

**RESOLUTION NO. 14-17**

**A RESOLUTION OF THE MAYOR AND COMMISSION  
OF THE CITY OF FLORIDA CITY, FLORIDA RELATING  
TO CITY/COUNTY AGREEMENTS; AUTHORIZING  
THE MAYOR TO ENTER INTO A FIVE (5) YEAR  
INTERLOCAL AGREEMENT WITH MIAMI-DADE  
COUNTY FOR FILM PERMITTING; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Florida City is desirous of entering into an Interlocal Agreement with the Miami-Dade County Film Office in order to facilitate commercial production of film and photography activities within the boundaries of the City; and

**WHEREAS**, as the Miami-Dade County Film Office has offered to enter into an Agreement with the City to effect a one-stop permitting process, including issuing permits and securing all required documents, including insurance certificates; and

**WHEREAS**, entering into an Interlocal Agreement with Miami-Dade County Film Office ensures that the City will be informed of all production activity on both private and public property and be able to approve or disapprove the production under guidelines to be established by Ordinance; and

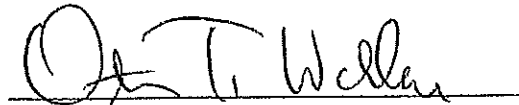
**WHEREAS**, under this agreement, Miami-Dade County will nationally market the City of Florida City as a viable film production location; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND  
COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Mayor is authorized to enter into a five (5) year agreement with Miami-Dade County Film Office for Film Permitting, as attached hereto as Exhibit "A."

**Section 2.** This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED THIS 22<sup>nd</sup>, day of APRIL, 2014.**




OTIS T WALLACE, Mayor

**RESOLUTION NO. 14-17**

**ATTEST:**

  
JENNIFER A. EVELYN, CITY CLERK

Approved as to form and legal sufficiency:

  
JEFF P. H. CAZEAU, CITY ATTORNEY

Offered by: MAYOR

Motion to adopt by Comm. Berry seconded by Vice Mayor Shiver

**FINAL VOTE AT ADOPTION**

Mayor Otis T. Wallace	<u>Yes</u>
Vice Mayor R. S. Shiver	<u>Yes</u>
Commissioner Eugene D. Berry	<u>Yes</u>
Commissioner Avis Brown	<u>Yes</u>
Commissioner Sharon Butler	<u>Yes</u>

STATE OF FLORIDA  
COUNTY OF DALLAS  
Jennifer A. Evelyn  
City Clerk

I, \_\_\_\_\_  
Of the City of Florida City, Florida do hereby certify  
that the above and foregoing is a true and correct  
copy of the original thereof on file in this office.  
WITNESS, my hand and the seal of said City

this \_\_\_\_\_ day of \_\_\_\_\_, 2014

# FLORIDA CITY FILM/PHOTO FEES

	<u>CITY FACILITY FEE</u>	<u>FILM PERMIT FEE</u>
COMMERCIAL VIDEO/FILM/MOVIES	\$400	\$60
COMMERCIAL PHOTOGRAPHY/PHOTO SHOOT	\$200	\$30

YOU ARE REQUIRED TO PAY NON-REFUNDABLE CITY FACILITY AND PERMIT FEES PER EACH 30 DAYS FOR  
THE DURATION OF FILM/PHOTO PRODUCTION