

MEMORANDUM

Agenda Item No. 8(L)(2)

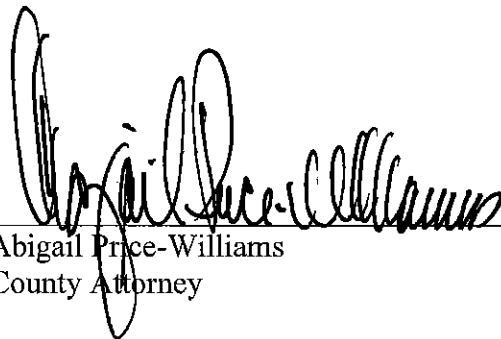
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 3, 2017

FROM: Abigail Price-Williams
County Attorney

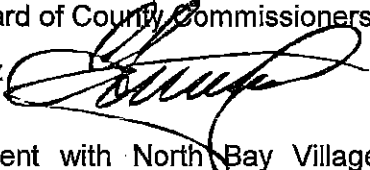
SUBJECT: Resolution approving an Interlocal Agreement between North Bay Village and Miami-Dade County to provide film permitting services for a five-year term with option to renew for one additional five-year term; and authorizing the Mayor to execute same and exercise the provisions contained therein, including renewal and termination

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Abigail Price-Williams
County Attorney

APW/lmp

Date: October 3, 2017
To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
From: Carlos A. Gimenez 
Mayor
Subject: Interlocal Agreement with North Bay Village Regarding Film and Photography
Production Companies

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and authorize the execution of an Interlocal Agreement (Agreement) with North Bay Village (Village) by the County Mayor or County Mayor's designee to allow the Miami-Dade Office of Film and Entertainment in the Department of Regulatory and Economic Resources to issue permits to film, television, and still photography production companies desiring to use the Village's facilities.

Scope

The Agreement applies to any film, television, and still photography production using facilities in the Village, which is located in Commission District 4 and represented by Commissioner Sally A. Heyman.

Fiscal Impact/Funding Source

Under the proposed Agreement, the Miami-Dade Office of Film and Entertainment will receive a \$100.00 application fee for each film permit processed on behalf of the Village, which assists with the maintenance of the permitting system utilized by County staff.

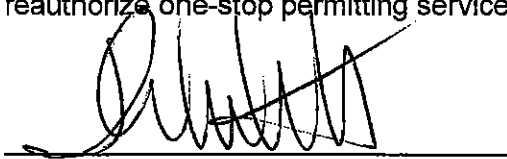
Monitor

Sandy Lighterman, Film and Entertainment Industries Liaison in the Department of Regulatory and Economic Resources, will monitor this Agreement.

Background

Ordinance No. 91-50 authorizes the Miami-Dade Film and Entertainment Office to provide one-stop film, television and still photography permitting services for all of the County's municipalities, creating a film-friendly environment which encourages more local production. Without these interlocal agreements, film, television and still photography companies would face obstacles at each municipal boundary with additional permitting, unnecessary paperwork, further man-hours and additional fees. This service is an effective enticement to attract film, television and still photography shoots to this community.

Currently, Miami-Dade County provides these services under agreements with 16 municipalities, allowing efficient processing of permits for most filming locations. The attached resolution will reauthorize one-stop permitting services to be performed for the Village.



Jack Osterholt
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 3, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(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
- Statement of social equity 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(L)(2)
10-3-17

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN NORTH BAY VILLAGE AND MIAMI-DADE COUNTY TO PROVIDE FILM PERMITTING SERVICES FOR A FIVE-YEAR TERM WITH OPTION TO RENEW FOR ONE ADDITIONAL FIVE-YEAR TERM; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING RENEWAL AND TERMINATION

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 North Bay Village 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, for a five-year term with option to renew for one additional five year term; 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 provisions contained therein including renewal and termination.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of October, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

APP

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**INTERLOCAL AGREEMENT
FILM PERMITTING
MIAMI-DADE COUNTY – NORTH BAY VILLAGE**

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 North Bay Village.

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 North Bay Village hereto agree as follows:

1. **Purpose:** North Bay Village hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize Village facilities and services as authorized by the Village.
2. **Term:** The Village 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 North Bay Village 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:** North Bay Village will appoint a representative to act as liaison to the Film Office, and who will coordinate Village facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the Village.
6. **Advance Notice:** The County agrees to provide written notice to North Bay Village, via phone, email, facsimile and U.S. mail, of requests for Village facilities or services within one working day of receipt of the request from a production company for such service. The Village 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 Village 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 Village 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 Village as an additional insured in the amounts described above.

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

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

13. Collections: North Bay Village 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 Village under this section, provided the Village has notified the County of such unpaid fees or charges.

14. Hold Harmless: North Bay Village 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 Village, where the permit was issued with the appropriate authorization of the Village's Liaison.

15. Cooperative Marketing: The County agrees to include the Village 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 Village by name in any reference to "one stop Permitting and its participating municipalities."

16. Facility Photo File: The Village 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 Village, 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, 12th Floor
Miami FL 33128

North Bay Village
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

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:


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

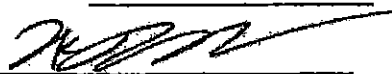
BY _____
Clerk

BY _____
Mayor Carlos A. Gimenez

Approved as to form _____
County Attorney

ATTEST:

BY 
Village Clerk

North Bay Village
Pursuant to
Resolution 2017-21
BY 
Village Manager

Approved as to form 
Village Attorney