

MEMORANDUM

Agenda Item No. 8(L)(1)

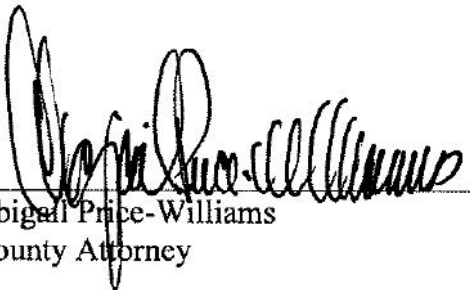
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between the City of Florida City 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 the Agreement and to exercise the renewal and termination provisions contained therein

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

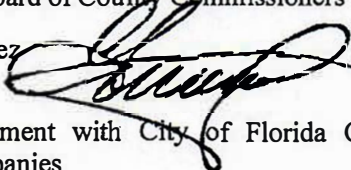
APW/smm

Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Interlocal Agreement with City of Florida City 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 the City of Florida City (City) 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 City's facilities.

Scope

The Agreement applies to any film, television, and still photography production using facilities in the City, which is located in Commission District 9 and represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

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

Track Record/Monitor

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

Background

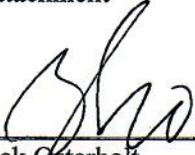
Ordinance No. 91-50 authorizes the Miami-Dade Film and Entertainment Office to provide one-stop film, television and still photography permitting services for all of the County's municipalities, creating a film-friendly environment which encourages more local production. Without these interlocal agreements, 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 17 municipalities, allowing efficient processing of permits for most filming locations. The attached resolution will reauthorize one-stop permitting services to be performed for the City.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page No. 2

The Board previously approved an Agreement with the City on November 4, 2014 through Resolution No. R-989-14. That Agreement has subsequently expired and it is the desire of the City and the County to continue to provide those services. The City Council, through Resolution No. 19-56 adopted on October 22, 2019, authorized the City Mayor to execute the attached Agreement on behalf of the City.

Attachment

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

Jack Osterholt
Deputy Mayor

RESOLUTION NO. 19-56

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, 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

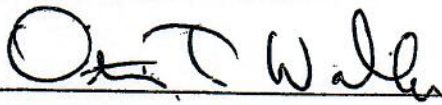
WHEREAS, under this agreement, Miami-Dade County will nationally market the City of Florida City as a viable film production location; and

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 22nd day of OCTOBER, 2019.



OTIS T WALLACE, Mayor

RESOLUTION NO: 19-56

ATTEST:


JENNIFER A. EVELYN, CITY CLERK

Approved as to form and legal sufficiency:


REGGIE MONESTIMIE, CITY ATTORNEY

Offered by: Mayor

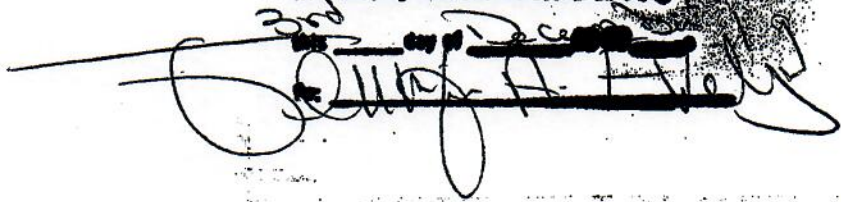
Motion to adopt by Comm. Butler seconded by Comm. Berry

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace
Vice Mayor R. S. Shiver
Commissioner Eugene D. Berry
Commissioner Avis Brown
Commissioner Sharon Butler

Yes _____
Yes _____
Yes _____
Yes _____
Yes _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
Jennifer A. Evelyn
I, _____
Of the City of Florida, do hereby certify
that the above and foregoing is a true and correct
copy of the original thereof as the same appears
WITNESS, my hand and the seal of the City



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

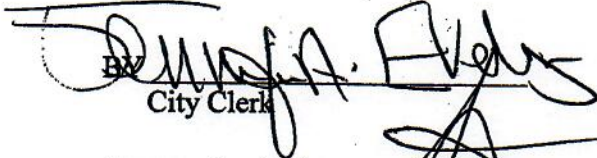
BY _____
Clerk

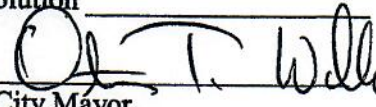
BY _____
Mayor Carlos A. Gimenez

Approved as to form _____
County Attorney

ATTEST:

City of Florida City
Pursuant to
Resolution _____

BY  _____
City Clerk

BY  _____
City Mayor

Approved as to form _____
City Attorney



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(1)
5-5-20

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FLORIDA CITY 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 THE AGREEMENT AND TO EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN

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:

Section 1. 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, for a five-year term with the option to renew for one additional five-year term.

Section 2. Authorizes the County Mayor or the County Mayor's designee to execute the Agreement, for and on behalf of Miami-Dade County and to exercise the renewal and termination 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:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. 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

Altanese Phenelus

**INTERLOCAL AGREEMENT
FILM PERMITTING
MIAMI-DADE COUNTY – CITY OF FLORIDA CITY**

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2019, by and between Miami-Dade County, Florida (“County”) and the City of Florida City (“City”).

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 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 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 allowing them to utilize City facilities and services as authorized 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 will be honored.
5. **Liaison:** The City of Florida City will appoint a representative to act as liaison to the Film Office, and who will coordinate City facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the City.
6. **Advance Notice:** The County agrees to provide written notice to the City of Florida City, via email and 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, 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 City Mayor, Manager or designated employee in his/her discretion maintains the right to reject any permit application if the City 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. **Guidelines:** The City of Florida City agrees to provide in writing, Guidelines to govern the issuance of permits issued on the City 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.

10. **Facilities:** The City of Florida 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.

11. **Collections:** The City of Florida 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.

12. **Hold Harmless:** The City of Florida 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.

13. **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.

14. **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

City of Florida City
City Mayor, Otis T. Wallace
404 W Palm Dr
City of Florida City, Florida 33034

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

16. Entire Agreement: This Interlocal Agreement, and any Exhibits to this Interlocal Agreement, contain the sole and entire agreement 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.

17. Severability and Savings Clause: If any term or provisions 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.

18. 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.

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

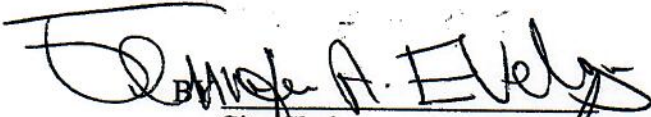
BY _____
Clerk


BY _____
Mayor Carlos A. Gimenez

Approved as to form _____
County Attorney

ATTEST:

City of Florida City
Pursuant to
Resolution


BY _____
City Clerk

BY 
City Mayor

Approved as to form _____
City Attorney