

MEMORANDUM

RTRC

Agenda Item No. 2(A)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 9, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving two interlocal agreements between (1) Miami-Dade County and the City of Hialeah Gardens and (2) Miami-Dade County and the Village of Palmetto Bay to provide film permitting services for a term of five years with two five-year options to renew and authorizing the County Mayor to execute the agreements on behalf of Miami-Dade County and directing the Office of Film and Entertainment to exercise all provisions contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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.

RESOLUTION NO. _____

RESOLUTION APPROVING TWO INTERLOCAL AGREEMENTS BETWEEN (1) MIAMI-DADE COUNTY AND THE CITY OF HIALEAH GARDENS AND (2) MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY TO PROVIDE FILM PERMITTING SERVICES FOR A TERM OF FIVE YEARS WITH TWO FIVE-YEAR OPTIONS TO RENEW AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENTS ON BEHALF OF MIAMI-DADE COUNTY AND DIRECTING THE OFFICE OF FILM AND ENTERTAINMENT TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, section 2-11.14 authorizes Miami-Dade County (the “County”) to provide one-stop film, television and still photography permitting services for the County’s municipalities; and

WHEREAS, the County contracts with participating municipalities to centralize film permitting at the County-level, thereby simplifying the permit process and creating a film-friendly environment; and

WHEREAS, the City of Hialeah Gardens and the Village of Palmetto Bay (collectively, the “Participating Municipalities”) have each executed the interlocal agreements in Attachments A and B, respectively; and

WHEREAS, the interlocal agreements allow the County to issue film and photography permits for public property in the Participating Municipalities; and

WHEREAS, on September 18, 2025, the Board adopted a budget amendment to transfer all funding, revenue and positions under the Office of Film and Entertainment, then under the

purview of the County Mayor, to a newly created Office of Film and Entertainment under the Board of County Commissioners; and

WHEREAS, pursuant to this budget amendment, the Office of Film and Entertainment under the Board of County Commissioners will exercise the provisions of the interlocal agreements; and

WHEREAS, this Board desires to facilitate the County's provision of one-stop film, television and still photography permitting services for the Participating Municipalities by approving the interlocal agreements,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the interlocal agreements attached hereto as Attachments A and B with the City of Hialeah Gardens and the Village of Palmetto Bay, respectively, for Miami-Dade County to provide film and photography permitting services to the aforementioned municipalities, authorizes the County Mayor or County Mayor's designee to execute the agreements on behalf of Miami-Dade County and directs the Office of Film and Entertainment to exercise all provisions contained therein.

The Prime Sponsor of the foregoing resolution is Senator René García. It 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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Sophia Guzzo

ATTACHMENT A

INTERLOCAL AGREEMENT FILM PERMITTING

MIAMI-DADE COUNTY – CITY OF HIALEAH GARDENS

THIS AGREEMENT ("Agreement") is made and entered into this 17 day of JUNE, 2026, by and between Miami-Dade County, Florida ("County") and City of Hialeah Gardens ("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 hereto agree as follows:

1. Purpose: The 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 the Agreement for two (2), five (5) year periods.
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 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, 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, subject to the limitations in Section 768.28, 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 Manager or his/her designee maintains the discretion to reject any permit application if the Manager or designee 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 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 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 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 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. However, nothing contained in this Agreement shall be construed or is intended to be construed as a waiver of the Village's rights, privileges, immunities or limitations as defined in Section 768.28, Florida Statutes.

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
Attn: Office of Film & Entertainment
111 NW 1st Street, Suite #1032
Miami, FL 33128

City of Hialeah Gardens
City Mayor, Yiolet De La Cruz
10001 NW 87 Avenue
Hialeah Gardens, FL 33016

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

16. Entire Agreement: This Agreement, and any Exhibits to this Agreement, contain the sole and entire agreement entered into by the parties with respect to the subject matter of the Agreement, and supersede any and all other prior written or oral agreements.

17. Severability and Savings Clause: If any term or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this 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 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 Agreement. This 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 have executed this Agreement as of the date written above:

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
County Mayor

Approved by County Attorney as
to form and legal sufficiency.

By: _____

City of Hialeah Gardens

By: [Signature]
Name: Yisael De La Cruz
Title: Mayor

Signed in the presence of:

Witness: [Signature] Witness: [Signature]
Print Name: Arda Martinez-Ruiz Print Name: Elizabeth Ayala

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 17 day JUNE of, 2026,
before me, MARIA L. JOFFEE an officer duly authorized to administer oaths
and take acknowledgments, appeared ☒ in person or [] via online notarization, who is
personally known to me, or proven, by producing the following identification:
[Signature], to be the MAYOR of HIALEAH GARDENS, an
existing Corporation under the laws of the State of FLORIDA, and whose name the
forgoing instrument is executed and said officer severally acknowledged before me that he
executed said instrument acting under the authority duly vested by said corporation and its
Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at HIALEAH GARDENS in the County and State aforesaid, on this,
the 17 day of JUNE, 2026.

[Signature] (SEAL)
Notary Public

MARIA L. JOFFEE
Print Name

NOTARY SEAL / STAMP



Notary Public, State of FLORIDA

My Commission expires: 8/23/2026

ATTACHMENT B

INTERLOCAL AGREEMENT FILM PERMITTING

MIAMI-DADE COUNTY – VILLAGE OF PALMETTO BAY

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, by and between Miami-Dade County, Florida ("County") and Village of Palmetto Bay ("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 hereto agree as follows:

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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 the Agreement for two (2), five (5) year periods.
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 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, 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, subject to the limitations in Section 768.28, 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 Manager or his/her designee maintains the discretion to reject any permit application if the Manager or designee 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.

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11. 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.

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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
Attn: Office of Film & Entertainment
111 NW 1st Street, Suite #1032
Miami, FL 33128

Village of Palmetto Bay
Village Mayor, Karyn Cunningham
9705 East Hibiscus Street
Palmetto Bay, FL 33157

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

16. Entire Agreement: This Agreement, and any Exhibits to this Agreement, contain the sole and entire agreement entered into by the parties with respect to the subject matter of the Agreement, and supersede any and all other prior written or oral agreements.

17. Severability and Savings Clause: If any term or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this 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 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 Agreement. This 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 have executed this Agreement as of the date written above:

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
County Mayor

Approved by County Attorney as
to form and legal sufficiency.

By: _____

Village of Palmetto Bay

By: [Signature]
Name: Nick Marano
Title: Village Manager

Signed in the presence of:

Witness: Karla Morales-Maestre Witness: AOB
Print Name: Karla Morales-Maestre Print Name: Andres Condebraga

STATE OF Florida
COUNTY OF Miami - Dade

I HEREBY CERTIFY, that on this 8th day July of, 2026,
before me, Nick Marano an officer duly authorized to administer oaths
and take acknowledgments, appeared ☒ in person or ☐ via online notarization, who is
personally known to me, or proven, by producing the following identification:
 , to be the Manager of Village of Palmetto Bay an
existing Corporation under the laws of the State of Florida and whose name the
forgoing instrument is executed and said officer severally acknowledged before me that he
executed said instrument acting under the authority duly vested by said corporation and its
Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at , in the County and State aforesaid, on this,
the 8th day of July, 2026.

Melissa Salado (SEAL)
Notary Public

Melissa Salado
Print Name

NOTARY SEAL / STAMP

Notary Public, State of Florida

My Commission expires: 2/3/2029

