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**RESOLUTION NO. 2017-002**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE/COUNTY AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO RENEW A PRE-EXISTING FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND PROVIDING FOR AN EFFECTIVE DATE.**

(Sponsored by Administration)

**WHEREAS**, the Village of Palmetto Bay 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 Village; and

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

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

**WHEREAS**, under this Agreement, Miami Dade County will nationally market the Village of Palmetto Bay as a viable film production location; and

**WHEREAS**, the intent of the Miami-Dade County Film Office and Village of Palmetto Bay, through this Agreement, is to establish relationships and responsibilities for the coordination of film events in Palmetto Bay.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Village Manager is authorized to extend a pre-existing five (5) year Interlocal Agreement with Miami-Dade County Film Office for Film Permitting, as attached hereto as Exhibit A.

**Section 3.** This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 9<sup>th</sup> day of January, 2017.

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Attest:   
Missy Arocha  
Village Clerk

  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

  
Dexter W. Lehtinen  
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham      YES
- Council Member David Singer            YES
- Council Member Larissa Siegel Lara    YES
- Vice-Mayor John DuBois                 YES
- Mayor Eugene Flinn                         YES

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

**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 the Village of Palmetto Bay.

**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 Village of Palmetto Bay hereto agree as follows:

1. Purpose: The Village of Palmetto Bay 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 the Village of Palmetto Bay 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 Village of Palmetto Bay 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 the Village of Palmetto Bay, 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 Mayor in his/her discretion maintains the right to reject any permit application if the Village Mayor 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: The Village of Palmetto Bay 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: The Village of Palmetto Bay 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: The Village of Palmetto Bay 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: The Village of Palmetto Bay 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: The Village of Palmetto Bay 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, 12<sup>th</sup> Floor  
Miami FL 33128

Village of Palmetto Bay  
Village Mayor  
9705 East Hibiscus  
Palmetto Bay, Florida 33157

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 Ruvim, Clerk  
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

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

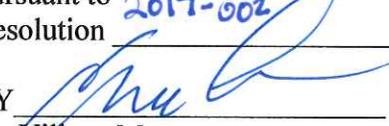
BY \_\_\_\_\_  
Mayor Carlos A. Gimenez

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

ATTEST:

Village of Palmetto Bay  
Pursuant to Resolution 2017-002

BY   
City Clerk

BY   
Village Mayor

Approved as to form   
Village Attorney