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RESOLUTION NO. 2011-48

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 ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND PROVIDING FOR AN EFFECTIVE DATE.

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 enter into an 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 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 or 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 Village Manager 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 11th day of July, 2011.

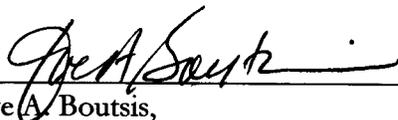
ATTEST


Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

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APPROVED AS TO FORM:



Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Shelley Stanczyk.	<u>YES</u>

**INTERLOCAL AGREEMENT
FILM PERMITTING**

MIAMI-DADE COUNTY – VILLAGE OF PALMETTO BAY

THIS INTERLOCAL AGREEMENT is made and executed this 2nd day of May 2011, by and between the Village of Palmetto Bay, a Florida municipal corporation of the State of Florida (the "Village"), 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, the receipt of which is acknowledge, Miami-Dade County and the Village of Palmetto Bay agree as follows:

1. Purpose. The Village of Palmetto Bay authorizes the County, through its Film Office, to issue permits to film and still photography production companies (herein after "film companies") allowing them to utilize Village facilities and services upon prior authorization by the Village.
2. Term. The Village grants authorization to the County, through its Film Office, to issue permits for the period of five (5) 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 an additional period of five (5) years.
4. Cancellation. This agreement may be canceled upon 30 days prior written notice by either party, with or without cause. Any filming permits which may have been issued prior to termination, but covering dates after the termination date shall be honored.

5. Liaison. The Village of Palmetto Bay will appoint a representative to act as liaison to the Film Office, who will coordinate Village 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 Village of Palmetto Bay, via facsimile and U.S. mail, of requests for Village facilities or services within one working day of receipt of the request from a film 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 film company issued a permit for the Village, an insurance certificate, naming the Village as an additionally insured, in the amount of one million dollars (\$1,000,000.00) for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the Village has not waived, in writing, the requirement, the County shall assume liability under state tort law, within limitations described by 768.28 of the 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. 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 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 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 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 the Village 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. The Village 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 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 Village 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
County Manager
Attn: Office of Film & Entertainment
111 NW 1st Street, Suite 2510
Miami FL 33128

Village of Palmetto Bay
Village Manager
9705 E. Hibiscus St.
Palmetto Bay, FL 33157

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 Village is required, the written approval or consent of the matter in question by the Village Manager shall satisfy the requirements for approval or consent of the Village 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 Village Charter.

23. Amendments. No amendment may be made to this Interlocal Agreement unless authorized by the Village Manager and if required, with the approval of the Village council, and the county Manager, 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 Village 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 _____
Deputy Clerk

BY _____
Assistant County Manager

Approved as to form

County Attorney

ATTEST:

Village of Palmetto Bay
Pursuant to Resolution 2011-48

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form:

Village Attorney