

RESOLUTION NO. 14-202

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR FILM PERMITTING BY AND BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT AND TRANSMIT SAME AND RELATED INFORMATION TO MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Miami-Dade County (the "County") passed Ordinance 91-50, in order to provide a one-stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office") and the City of Doral (the "City"); and

WHEREAS, the Ordinance allowed for the County to enter into interlocal agreement with various municipalities within the County to have the Film Office permit filming activities in municipalities; and

WHEREAS, the City entered into such an interlocal agreement with the County, which expired in 2014; and

WHEREAS, staff has recommended the City renew the interlocal agreement with Miami-Dade County, in substantially the form attached hereto as Exhibit "A" (the "Interlocal Agreement"), which is incorporated herein and made a part hereof by this reference, to leverage the resources and expertise of the Film Office to provide enhanced permitting services for individuals and businesses looking to conduct filming in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Interlocal Agreement for Film Permitting by and between Miami-Dade County and the City of Doral, in substantially the form attached hereto as Exhibit "A" is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the Interlocal Agreement and to transmit the executed Interlocal Agreement and such related information, including, without limitation, fees, conditions, and other restrictions, to the County.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such other action as is necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Ruiz who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Cristi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 10th day of December, 2014.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE OF
THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, COLE,
BIERMAN & POPOK, PL
CITY ATTORNEY

EXHIBIT “A”

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

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 City of Doral (Town).

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 Doral hereto agree as follows:

1. Purpose: The City of Doral 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 Town.
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 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 Town.
6. Advance Notice: The County agrees to provide written notice to the Town, via email, facsimile and/or 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 Town, 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 Manager in his/her discretion maintains the right to reject any permit application if the City Manager 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. Non Exclusive Rights: The City 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 City services will be given first right to provide support service to production companies which are utilizing City property.

11. Guidelines: The City agrees to provide in writing, Guidelines to govern the issuance of permits issued on the Town'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 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.

13. 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.

14. 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 Town, where the permit was issued with the appropriate authorization of the Town's Liaison.

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

16. 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 Town, 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

City of Doral
City Mayor Luigi Boria
8401 N.W. 53rd Terrace
Doral, Florida 33166

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:

City of Doral
Pursuant to
Resolution _____

BY _____
City Clerk

BY _____
City Mayor

Approved as to form _____
City Attorney