

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND
THE TOWN OF CUTLER BAY FOR FILM AND PHOTO PERMITTING**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018, by and between Miami-Dade County, Florida ("County") and the Town of Cutler Bay ("Town").

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 Agreements 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 County and the Town hereto agree as follows:

1. Purpose: The Town hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize Town facilities and services as authorized by the Town.
2. Term: The Town 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. 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.
4. Liaison: The Town Manager will appoint a representative to act as liaison to the Film Office, and who will coordinate Town facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the Town.
5. Advance Notice: The County agrees to provide written notice to the Town, via email and U.S. mail, of requests for Town facilities or services within one working day of receipt of the request from a production company for such service. The Town retains the right to deny issuance of a permit based on insufficient advance notice.
6. 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 Town 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 Town 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 then current liability insurance policy naming the Town as an additional insured in the amounts described above.

7. Refusal: The Town, through its Manager, maintains the right to reject in its discretion any permit application if the Town determines that it would not be in the best interest of the Town to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.

8. Non Exclusive Rights: The Town retains the right to issue authorization to any production company directly and without notice to the Film Office.

9. Priority Service Consideration: The County agrees that Town services will be given first right to provide support service to production companies which are utilizing Town property

10. Guidelines: The Town shall create and maintain Guidelines governing the issuance of permits issued on the Town's behalf. The Town may amend/revise these Guidelines at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

11. Facilities: A schedule of facilities, services and associated fees and required deposits, which the Town wishes to make available for use may be amended/revise by the Town from time to time. Further, the County agrees to forward to the Town any requests for special facilities which the Town may own or control and may be requested by a production company.

12. Collections: The Town agrees that it will be responsible for the billing and collection of any fees or charges assessed to a production company for use of its 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 Town under this section, provided the Town has notified the County of such unpaid fees or charges.

13. Hold Harmless: The Town agrees that it 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.

14. Cooperative Marketing: The County agrees to include the Town 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 Town by name in any reference to "one stop Permitting" and its participating municipalities. However, the cost to the Town shall not exceed \$5,000 without prior approval of the Town Commission by written resolution.

15. Facility Photo File: The Town agrees to provide the County with photographs of available areas or facilities which the Town 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.

16. 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

Town of Cutler Bay
Town Manager, Rafael Casals
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

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

18. Counterparts. This Agreement may be executed in counterpart by the parties and each shall be deemed an original.

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:

Town of Cutler Bay
Pursuant to
Resolution _____

BY _____
Town Clerk

BY _____
Town Manager

Approved as to form _____
Town Attorney