



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR FILM PERMITTING

This Interlocal Agreement Between Broward County and City of Margate for Film Permitting (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and City of Margate, a municipal corporation (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. To make Broward County a more desirable destination for film, television, and other entertainment productions (“Productions”), County and Municipality believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions.

B. Sections 20-261, et seq., Broward County Code of Ordinances (“Film Permit Ordinance”), authorizes County to enter into interlocal agreements with municipalities (each a “Participating Municipality”) whereby the Broward County Film Commission (“Film Commission”) will act as a “one-stop shop” for Productions to apply for and obtain film permits.

C. Municipality desires to engage County to perform film permitting services on its behalf in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

All defined terms in Sections 20-261 through 20-265 of the Film Permit Ordinance shall have the same meanings when used in this Agreement.

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the Film Commissioner, or such other person as designated by the Film Commissioner in writing.
- 1.5. **County Administrator** means the administrative head of County appointed by the Board.
- 1.6. **Municipal Film Permit** means a film permit issued by County on behalf of Municipality for a Production to engage in filming activities on Specified Property located within Municipality.

1.7. **Specified Property** means property that is owned or controlled by Broward County or by a Participating Municipality, including but not limited to a building, structure, facility, roadway, right of way, or other real property; and any other property for which Broward County or a Participating Municipality requires a permit for a Production.

ARTICLE 2. SCOPE OF SERVICES

2.1. Purpose. During the Term (as defined herein), County, through its Film Commission, on behalf of Municipality, shall receive applications for and issue Municipal Film Permits in accordance with the Film Permit Ordinance and this Agreement.

2.2. Guidelines. In addition to the requirements stated in the Film Permit Ordinance, Municipality's specific Municipal Film Permit Guidelines ("Guidelines"), which are attached to this Agreement as **Exhibit A**, shall govern the issuance of Municipal Film Permits. Municipality may amend these Guidelines at any time during the Term with at least thirty (30) business days' advance written notice to the Contract Administrator. Any Municipal Film Permit application received by County prior to the effective date of Municipality's notice to County of a change to the Guidelines shall continue to be processed under the Guidelines in effect. If County believes Municipality's requested change to the Guidelines may subject County to potential claims or liabilities (e.g., potential constitutional or civil rights liability), County shall have the right to reject the change, or applicable portion thereof, to the Guidelines after providing Municipality with written notice of same. Unless Municipality provides written notice to County objecting to County's rejection within seven (7) business days after receipt of notice from County, County may proceed to process applications and issue Municipal Film Permits in accordance with the amended Guidelines, excluding any portion thereof rejected by County pursuant to this section. If Municipality timely objects to County's rejection regarding a changed Guideline, and the Parties cannot resolve their disagreement within ten (10) business days after Municipality provides County notice of its objection, County may, at its option, immediately terminate this Agreement by giving written notice to Municipality of such termination.

2.3. Specified Property Photos. Municipality may provide County photographs of Specified Property areas or facilities that Municipality wishes to promote for the use of film production. If so provided, County agrees to make this material available to applicable Productions.

2.4. Municipal Approval/Rejection of Application. County, upon receipt of a properly completed Municipal Film Permit application, shall forward the permit application to Municipality for Municipality's review and approval. Municipality, in its sole discretion, shall direct County to approve or reject the Municipal Film Permit application. County shall not issue a Municipal Film Permit unless and until Municipality provides written approval of the Municipal Film Permit application. Municipality's indemnification obligations under Article 4 of this Agreement include any Claim (as defined in Article 4) relating to Municipality's lack of approval of a Municipal Film Permit or Municipality's direction to County to not issue a Municipal Film Permit.

2.5. Municipal Fees/Charges; Collections. Municipality shall inform County of any Municipal Film Permit fees or charges assessed for a Production's use of Specified Property, and County shall advise applicants of those fees and charges. Municipality will be solely responsible for the billing and collection of any Municipal Film Permit fees or charges assessed for a Production's use of Specified Property, and County is not liable for any such charges if unpaid. County shall not issue a Municipal Film Permit for a Production until Municipality provides the Contract Administrator written notice that the Production has paid all required permit fees, administrative costs, and any Special Services fees.

2.6. Copy of Permit. Upon County's issuance of a Municipal Film Permit, the Contract Administrator shall provide the Municipal Liaison (as defined in Section 6.1, below) with a copy of such permit, including all special terms and conditions associated therewith.

2.7. No Management or Oversight of Production. Upon issuance of a Municipal Film Permit, County shall have no management or oversight responsibility regarding the Production's activities. If Municipality determines that the Production is not complying with, or has failed to comply with, any provision of the Guidelines, the Film Permit Ordinance, or the Municipal Film Permit, Municipality shall notify the Contract Administrator in writing regarding such matters and County, through the Contract Administrator, in their sole discretion, may elect to suspend or revoke the Production's Municipal Film Permit in accordance with the Film Permit Ordinance.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue for a period of one (1) year after the Effective Date ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (each an "Extension Term"), unless earlier terminated in accordance with this Agreement. The Initial Term and Extension Term(s) are collectively referred to as the "Term."

3.2. Termination. Either Party may terminate this Agreement for any reason by giving written notice to the other Party at least thirty (30) days prior to the effective date of termination. Notwithstanding any termination of this Agreement by either Party, all Municipal Film Permits issued by County for Specified Property prior to the effective date of such termination shall remain valid and be honored by Municipality. The Contract Administrator is authorized to terminate this Agreement on behalf of County.

ARTICLE 4. GOVERNMENTAL IMMUNITY; MUNICIPALITY INDEMNIFICATION OF COUNTY; HOLD HARMLESS

4.1. Sovereign Immunity. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included in this Agreement be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

4.2. Indemnification. To the greatest extent permitted under Florida law, Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by: (a) utilization of Municipality's Guidelines in connection with the issuance or rejection of any Municipal Film Permit (including, without limitation, any alleged unconstitutionality or illegality of such Guidelines); (b) any breach of this Agreement by Municipality; (c) any negligent act or omission of Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement; or (d) a Production's use of Specified Property or a Production's failure to comply with the terms and conditions of a Municipal Film Permit (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

ARTICLE 5. INSURANCE

County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, and, upon request by Municipality, shall provide Municipality with written verification of liability protection in accordance with state law. If Municipality is a self-insured governmental entity, it shall, upon request by County, provide County with written verification of liability protection in accordance with state law. If Municipality is not self-insured, Municipality shall maintain throughout the Term any and all policies of insurance as may be requested by County, in amounts determined by County in its reasonable discretion, necessary to satisfy Municipality's indemnification obligations stated in this Agreement.

ARTICLE 6. MISCELLANEOUS

6.1. Contract Administrator Authority; Municipal Liaison. The Contract Administrator is authorized to coordinate and communicate with Municipality in connection with the performance of this Agreement, including the exercise of ministerial authority in connection with the day-to-day management of this Agreement. Municipality shall appoint a representative to act as liaison ("Municipal Liaison") to the Film Commission. The Municipal Liaison will coordinate with the Contract Administrator regarding Municipal Film Permit applications received by County for use of Specified Property located in Municipality by Productions, and shall manage the use of such Specified Property by the Production after the Municipal Film Permit is issued by County.

6.2. Public Records. Each of the Parties is a public entity required to comply with Florida's Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. If a public records request is directed to a Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will

provide any responsive public records so as to enable the Party that received the public records request to respond as required.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FOLLOWING: FOR MUNICIPALITY INQUIRIES TO COUNTY: (954) 357-6400, OESBDADMIN@BROWARD.ORG, 115 S ANREWS AVENUE, ROOM A680, FORT LAUDERDALE, FLORIDA 33301. FOR COUNTY INQUIRIES TO MUNICIPALITY: (954) 935-5300, CITYMANAGER@MARGATEFL.COM, 5790 MARGATE BOULEVARD, MARGATE, FLORIDA 33063.

6.3. Regulatory Capacity. Notwithstanding the fact that each Party to this Agreement is a political subdivision with certain regulatory authority, each Party's performance under this Agreement is as a party to this Agreement and not its regulatory capacity. If County or Municipality exercises their regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to that Party's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner as a party to this Agreement.

6.4. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

6.5. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Economic & Small Business Development
Attn: Film Commission / Film Lauderdale
115 South Andrews Avenue, Room A680
Fort Lauderdale, Florida 33301
Email address: film@filmlauderdale.org

FOR MUNICIPALITY:

City of Margate
5790 Margate Boulevard
Margate, FL 33063
Email address: citymanager@margatefl.com

6.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

6.7. Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, tropical storm, public health emergency, epidemic/pandemic, earthquake, or other casualty caused by nature; or by labor strike or war; or by any law, order, proclamation, regulation, or an ordinance of any governmental agency, including by either of the Parties (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt written notice to the other Party, shall be excused from such performance to the extent caused by the Force Majeure Event, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; and further provided that if such nonperformance exceeds fifteen (15) business days, the Party that is not prevented from performance by the Force Majeure Event shall have the right to immediately terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right a Party may otherwise have to terminate this Agreement.

6.8. Compliance with Laws; Equal Opportunity. Each Party must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

6.9. Severability; Survivability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. The following sections of this Agreement shall survive the expiration or earlier termination of this Agreement: Section 2.4, Section 4.2, Section 6.2, and Section 6.13.

6.10. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

6.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or

subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

6.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

6.13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

6.14. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Municipality.

6.15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

6.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibit(s) are incorporated into and made a part of this Agreement.

6.17. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed electronically or physically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Film Commissioner authorized to execute same by Board action on the 6th day of June, 2023, and Municipality, signing by and through its _____ duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Film Commissioner

By: _____
Film Commissioner

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Sara F. Cohen (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF MARGATE FOR FILM PERMITTING**

FLORIDA

MUNICIPALITY

CITY OF MARGATE

ATTEST:

By: _____
Mayor/Other

City Clerk

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

Exhibit A
Municipal Film Permit Guidelines

- Permit applicant/production company must provide a certificate of insurance that additionally insures the City of Margate with the following certificate holder language:

City of Margate
5790 Margate Blvd.
Margate, FL 33063

Certificates of insurance must include a policy which provides at least \$1,000,000 of Comprehensive General Liability for each instance of claim. Other caveats apply on a per project basis.