

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** December 14, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

EDTC  
Agenda Item No. 3I

**Subject:** Resolution Approving Television, Film and Entertainment Production Incentives Program Grant Agreement with MTV Networks Latin America, Inc. for "Club 57"

## **Recommendation**

MTV Networks Latin America, Inc., a subsidiary of Viacom, Inc., submitted an application for the Television, Film and Entertainment Production Incentives Program (Program). For reference, the application is attached to this transmittal memorandum. It is recommended that the Board of County Commissioners (Board) approve a Grant Agreement (Agreement) with MTV Networks Latin America, Inc. (Grantee), which is attached to the resolution, so the Grantee may be entitled to the financial benefits afforded under the Program.

## **Scope**

The studio utilized by the Grantee will be in Commission District 3, which is represented by Vice Chairwoman Audrey M. Edmonson. However, the total production shoot will be over approximately 115 days, with approximately 90 of those production days to take place in various locations throughout Miami-Dade County.

## **Fiscal Impact / Funding Source**

"Club 57" has applied for the maximum grant amount of \$100,000 that can be provided through the Program. Funding for the Agreement will come from the Countywide General Fund and will be contingent upon an audit of the project and its corresponding documentation to ensure compliance with all guidelines and requirements of the Agreement, including, but not limited to, spending a minimum of \$1 million in Miami-Dade, 70 percent of the project being filmed in Miami-Dade County, and 80 percent of the vendors/businesses utilized being Miami-Dade County-registered businesses.

## **Track Record/Monitor**

Sandy Lighterman, Chief, Office of Film and Entertainment in the Department of Regulatory and Economic Resources, will be responsible for verifying compliance with the terms of the award.

## **Background**

"Club 57" is a one-hour fully scripted television series to be aired on Nickelodeon with a network order of 75 episodes.

Pursuant to Resolution No. R-783-17, the Program is to incentivize television, film and entertainment production projects that ultimately lead to investment in the local economy and job growth in Miami-Dade County, while showcasing Miami-Dade County as a premier location. Although the Program only requires 70 percent of the entire production be produced/filmed in Miami-Dade County, pursuant to the application submitted, the Grantee is proposing that 80 percent of the project will be produced in Miami-Dade County. The total expected local expenditure will be a projected \$6,828,668, generating employment for 110 Miami-Dade County residents for the length of the nine-month projected production project.

Pre-production will take place in Miami-Dade County beginning in early December 2017 with an anticipated principal photography start date of January 22, 2018. The estimated date of completion of the entire project is September 2018.

Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners  
Page 2

Per the application, approval of the Agreement is a key determining factor of whether "Club 57" will be produced in Miami-Dade County. Other alternative production locations considered are in Colombia and Mexico. Additional details about the project is included in the attached application.

A handwritten signature in black ink, appearing to read "J. Osterholt", is written over a horizontal line.

Jack Osterholt  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** January 23, 2018

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING TELEVISION, FILM AND ENTERTAINMENT PRODUCTION INCENTIVES PROGRAM GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MTV NETWORKS LATIN AMERICA, INC. FOR THE TELEVISION SERIES "CLUB 57" IN THE AMOUNT OF \$100,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENFORCE SAME AND EXERCISE THE RIGHTS AND PROVISIONS THEREIN, INCLUDING TERMINATION

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves Television, Film and Entertainment Production Incentives Program Grant Agreement between Miami-Dade County and MTV Networks Latin America, Inc. for the television series "Club 57" in the amount of \$100,000.00 contingent upon an audit of the project and its corresponding documentation to ensure compliance with all guidelines and requirements of the Agreement. This Board further authorizes the County Mayor or County Mayor's designee to enforce this Agreement and exercise the rights and provisions therein, including termination.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:



Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 23<sup>rd</sup> day of January, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

APP

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**Miami-Dade County  
Television, Film and Entertainment  
Production Incentive Program  
GRANT APPLICATION**



**MTV NETWORKS LATIN AMERICA, INC.**

Name of Business Entity / Production Company

**CLUB 57**

Project Title

**TELEVISION SERIES**

Project Type

FOR INTERNAL USE ONLY

**8/7/17**

Date Received Date Revised Date Completed

**01-2017**

Project Number

GRANT APPLICATION

Page 1 | 18

6

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



The TV, Film and Entertainment Production Incentive is a performance-based grant program that is based on Miami-Dade County-centric criteria. Each project's eligibility will be determined on a case-by-case basis and each project/grant agreement will be required to go before the Board of County Commissioners (BCC) for individual approval. This process requires a timeframe of two or more months for approval. After the grant is approved, the rebate will be distributed after the production provides proof of their local spend, hires, etc. through a professional audit.

**PLEASE READ ALL OF THE REQUIREMENTS OF THE PROGRAM BEFORE SUBMITTING AN APPLICATION. INCOMPLETE OR ERRONEOUS APPLICATIONS WILL NOT BE ACCEPTED.**

**QUALIFYING PROJECTS**

- A project must be either a production or a digital media project, as defined herein. Production shall mean a theatrical or direct-to-video motion picture; a made-for-television motion picture; visual effects or digital animation sequences produced in conjunction with a motion picture; a commercial; a music video; an industrial or educational film; an infomercial; a documentary film; a television pilot program; a presentation for a television pilot program; a television series, including, but not limited to, a drama, a comedy, a soap opera, a telenovela or a miniseries production. One season of a television series is considered one production.
- A digital media project shall mean a production of interactive entertainment that is produced for distribution in commercial or educational markets. The term includes a video game or production intended for Internet or wireless distribution, an interactive website, digital animation, and visual effects, including, but not limited to, three-dimensional movie productions and movie conversions.
- **EXCLUSIONS:** The project does not include: a weather or market program; a reality show; a sporting event or a sporting event broadcast; a gala; a production that solicits funds; a home shopping program; a political program; a political documentary; political advertising; a gambling-related project or production; a concert production; a local, regional, or Internet-distributed-only news show or current-events show; a sports news or sports recap show; a pornographic production; or any production deemed obscene under Chapter 847, Florida Statutes.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**MINIMUM REQUIREMENTS** (additional requirements may be added within Grant Agreement)

- The production project must spend a minimum of \$1,000,000 in Miami-Dade County on qualifying payroll and qualifying expenses. Qualifying payroll is defined as payment of salary to Miami-Dade County residents for work performed from the first day of pre-production to the last day of post-production ("Duration of Project"). Additionally, each project can include qualifying ancillary expenditures from businesses that are located within the Miami-Dade County boundaries.
- The maximum grant amount that will be awarded per production project is \$100,000.
- Each project is required to hire a minimum of 50 main cast and crew (employees) that are Miami-Dade County residents\*\*. The employment of the 50 main cast and crew is for the duration of the project: from commencement of principal photography until the wrap of principal photography. Additionally, productions that have a cast and crew of 110 personnel or more will be required to have at least 60 percent of the total cast and crew (employees), excluding extras/background talent\*, be Miami-Dade County residents\*\*.

**Qualifying Payroll and Qualifying Expenses:**

Qualifying Payroll shall mean payment of salary to Miami-Dade County residents for work performed from the First Day of Pre-Production to the Last Day of Post-Production ("Duration of Project"), excluding salary in excess of \$75,000 for any resident. Qualifying Expenses shall mean payments for such goods and services from the date of submission of the application through the Last Day of Post-Production, excluding all expenditures in an amount less than \$20. Proof of Miami-Dade County residency requires a copy of the Florida driver's license and one (1) other supporting document. A list of supporting documents are available at <http://www.flhsmv.gov/ddl/address.html>.

*\*Extras/background actor is a performer defined as one who appears in a non-speaking or non-singing (silent) capacity, usually in the background in a film, television show, or any production project.*

*\*\*Proof of cast and crew size will be required and proof of Miami-Dade County residency requires a copy of the resident's Florida driver's license, or Florida REAL ID, or Voter Registration Card, or Passport; and at least one (1) other supporting document. A list of supporting documents are available at <http://www.flhsmv.gov/ddl/address.html>.*

**Miami-Dade County  
Television, Film and Entertainment  
Production Incentive Program  
GRANT APPLICATION**



- Each project must hire at least (1) one student/recent graduate who:
  - o Is enrolled in an entertainment production educational program at a Miami-Dade County college or university on the date of the commencing of prep of principal photography of the production; or
  - o graduated less than one year prior to the date of the commencement of prep of principal photography from a Miami-Dade County college or university with a Bachelor's or Master's degree in film, video, media or digital media production, motion pictures or similar study, and currently resides in Miami-Dade County.

*\*\* Students will need the University/College to submit an email from their Professor's professional email account to prove a qualifying student and a recent (within one year graduate) will need to provide proof by submitting copy of diploma and college transcripts.*

- Each project must pay qualified Miami-Dade County residents hired a minimum of the Living Wage per County Code Section 2-8-9, as may be amended from time to time.
- Each project is required to utilize at least 80 percent of vendors that are registered in Miami-Dade County to do business.
- Each project is required to produce 70 percent of the entire production project be produced/filmed in Miami-Dade County. This will be determined by a combination of a final production schedule and the final edited, ready-for-distribution project.
- Each final project will need to include Miami-Dade County as a sense of place.
- Each project must start principal photography or commence digital development (for digital projects) within 120 days of the Board of County Commissioners approving the grant agreement.
- Insurance coverage will be required, including but not limited to: worker's compensation, commercial general liability insurance on a comprehensive basis in an amount not less than \$1,000,000, and automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



- Each project is required to include the official specialty "Miami-Dade County" identifier in the end credits on projects that include credits in their project. The identifier will be provided by the Miami-Dade Office of Film & Entertainment (OFE), which will require proof that it has been placed in the credits in the final distributed project. Additionally, the production must provide promotional stills and marketing materials prior to the release of production project for use by the OFE on their website and other marketing.
- Proof of financing will be required within 30 days of submitting the application and before the grant agreement is presented to the BCC for approval. If proof isn't received within 30 days the application is automatically cancelled.
- No production company, including a parent company and any of its subsidiaries, may receive a grant for more than one production project in a one year period from time of first application, unless the production project is continued for a following season.
- Production projects will have an audit performed by a bonded certified public accountant, at the production company's expense, demonstrating compliance with all required criteria. The results of the audit must be submitted to the OFE within six months of the production project being completed. The results of the audit must be submitted to OFE within 300 days of the last day of post-production. With the submission of the audit, the production must include a final crew list, final vendor list, final call sheets, final production reports, and payroll reports. The production must retain and maintain records, including independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures, and practices, sufficiently and properly demonstrate compliance with all grant requirements and reflect all project costs expended in the performance of this agreement.

**RENEWAL (Television series)**

In the event that the project is a television series which is continued for a following season, grantee shall have the option to renew this agreement. To renew, grantee must submit an application to the OFE within 365 days of the effective date of the approved grant agreement. With respect to the following season, if grantee satisfies all of the requirements of this agreement then grantee may be eligible to receive a second grant award in the same amount as the grant. The County's performance and obligation to pay under this contract for a following season is also contingent upon an annual appropriation by the BCC.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**COMPLIANCE**

- Failure to satisfy any of the above requirements will result in the applicant receiving no grant award.
- Compliance with all of the above requirements does not guarantee a grant award. Grants will be recommended to the BCC and be subject to review and approval by the BCC.
- Grants will only be disbursed after the project is completed and proof of the satisfaction of all requirements has been submitted to the Miami-Dade County Office of Film and Entertainment and approved via an internal audit.
- Additional rules and guidelines can be added to each individual grant agreement depending on project.

**PUBLIC RECORDS**

All documents related to the grant Agreement, including but not limited to all exhibits, the application, audit results, financial documents, and certificates of insurance are public records and subject to Chapter 119, Florida Statutes.

**APPLICATION PROCESS**

Applications will be accepted beginning on August 1, 2017.

A qualifying application and required accompanying paperwork must be completed in full and submitted via email to the Miami-Dade Office of Film and Entertainment.

Incomplete applications and paperwork will NOT be accepted.

The only email address where applications may be submitted is [filmgrants@miamidade.gov](mailto:filmgrants@miamidade.gov)

If by USPS please send to:

Miami-Dade Office of Film & Entertainment

Attn: FILM GRANTS

111 NW 1 Street, 12th Floor

Miami, FL 33128

The application and required paperwork will be reviewed for accuracy and will be vetted.

GRANT APPLICATION

Page 6 | 18

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**Miami-Dade County  
Television, Film and Entertainment  
Production Incentive Program  
GRANT APPLICATION**



**PAPERWORK REQUIRED TO BE INCLUDED WITH APPLICATION**

- A content document such as a final script (feature films, television series, pilots for television series, documentaries, etc.), storyboards (television commercials), and digital media projects (summary of project).
- Story synopsis.
- An itemized budget detailing estimated Miami-Dade County expenditures.
- A production schedule reflecting pre-production, production and post-production schedule for entire project, including Miami-Dade County, other Florida counties and other states, U.S. territories or countries.
- Please note: No paperwork that has personal information, including and not limited to Social Security numbers, medical records, etc. will be accepted. All personal information must be redacted.
- Proof of financing.  
Production will be required provide proof of financing within 30 days of submission of qualifying application and paperwork.

Upon submission of the application, the applicant will receive by email a confirmation message acknowledging receipt of the application.

***When emailing documents, please send via Adobe PDF. Application package is complete only when all required documents have been received. If required paperwork is not received within the 30-day time (mandatory) period, then the paperwork will be disqualified and the production will need to reapply when all the required and completed paperwork is available.***

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**GRANT AGREEMENT APPROVAL PROCESS**

After an application has been submitted and all paperwork has been reviewed for criteria and additional vetting, a grant agreement will be presented to the production company for signature. After the production company has signed the grant agreement, the grant will need to be presented to the BCC for approval. The following is the approval process for the BCC:

- The grant agreement is presented to a BCC committee for review and forwarded to the full BCC for final approval. A production executive must be available to make a presentation during the committee meeting.
- At the full BCC meeting, a production executive must be available to address concerns and or make a presentation.
- Please see link below for all BCC meetings  
<http://www.miamidade.gov/govaction/legistarfiles/calendar/BCC2017.pdf>
- After grant agreement has been APPROVED by the BCC, the productions has 120 days to begin principal photography.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



Project Number: \_\_\_\_\_

BUSINESS INFORMATION	
NAME OF PRODUCTION COMPANY MTV NETWORKS LATIN AMERICA, INC.	
MAILING ADDRESS <small>(street address)</small> 1111 LINCOLN ROAD- 6TH FLR	
CITY, STATE AND ZIP CODE MIAMI BEACH, FL 33139	
NAME OF PARENT COMPANY VIACOM	
COMPANY WEBSITE www.viacominternationalstudios.com	
PRODUCTION COMPANY CONTACT ADAM MORRA	TITLE VICE PRESIDENT
MAILING ADDRESS <small>(street address)</small> 1111 LINCOLN ROAD- 6TH FLR	
CITY, STATE AND ZIP CODE MIAMI BEACH, FL 33139	
TELEPHONE 212-846-8030	EMAIL ADAM.MORRA@VIACOM.COM
COMPANY FEDERAL EMPLOYER IDENTIFICATION NUMBER 13-3714355	IS THE BUSINESS UNIT MINORITY OWNED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
WHAT IS THE PROJECT'S PROPOSED PRODUCTION OFFICE LOCATION ADDRESS? 50 NW 14TH STREET, MIAMI, FL 33136	

APPLICANT (PAYEE) INFORMATION
NAME MTV NETWORKS LATIN AMERICA, INC.
MAILING ADDRESS <small>(street address)</small> 1111 LINCOLN ROAD- 6TH FLR
CITY, STATE AND ZIP CODE MIAMI BEACH, FL 33139
PHONE 212-846-8030
EMAIL ADAM.MORRA@VIACOM.COM

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



LOCAL COMPANY INFORMATION (If different from above)	
NAME	NOT YET DETERMINED
MAILING ADDRESS (street address)	
CITY, STATE AND ZIP CODE	
PHONE	
EMAIL	

MANAGEMENT INFORMATION	
PRODUCER(S)	CARLA GOMEZ
DIRECTOR	TBD
PRODUCTION MANAGER	GIGI GOMEZ
PRODUCTION ACCOUNTANT	TBD
LOCATION MANAGER	TBD

PREPARER'S INFORMATION (must be an authorized representative of the applicant)	
NAME	ADAM MORRA C/O VIACOM
MAILING ADDRESS (street address)	1515 BROADWAY- 50TH FLR
CITY, STATE AND ZIP CODE	NEW YORK, NY 10036
PHONE	212-846-8030
EMAIL	ADAM.MORRA@VIACOM.COM

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



PROJECT INFORMATION	
PROJECT/WORKING TITLE <b>CLUB 57</b>	
Feature film (30 min. or more) <input type="checkbox"/> Episodic Series <input checked="" type="checkbox"/> Miniseries <input type="checkbox"/> Television movie <input type="checkbox"/> Television pilot <input type="checkbox"/> Television episode <input type="checkbox"/> Television commercial <input type="checkbox"/>	Educational/Industrial film <input type="checkbox"/> Documentary film <input type="checkbox"/> Digital Media project <input type="checkbox"/> Reality show <input type="checkbox"/> Game show <input type="checkbox"/> Current Events show <input type="checkbox"/>
PRINCIPAL START DATE (mm/dd/yy) <b>01/22/18</b>	PRODUCTION DAY(S) # <b>115 days</b>
MIAMI-DADE COUNTY DAY(S) # <b>90 days</b>	PRODUCTION DAYS OTHER THAN MIAMI-DADE COUNTY # <b>25 days (estimated)</b>
ESTIMATED DATE OF PRE-PRODUCTION START (mm/dd/yy) <b>12/11/17</b>	WHAT IS THE ANTICIPATED DATE PRODUCTION WILL COMMENCE? (mm/dd/yy) <b>01/22/18</b>
ESTIMATED WRAP DATE (mm/dd/yy) <b>09/21/18</b>	

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**PROJECT OVERVIEW**

1. Is this project a new production in Miami-Dade County? ☒ Yes ☐ No
2. When will the final location decision anticipated (date)? NOV. 2017
3. Is this Production deemed a long-term (multiple seasons) project? ☒ Yes ☐ No
4. Is there distribution? If so, what is the named platform? ☒ Yes ☐ No  
Nickelodeon (U.S. & Latin America)
5. Do you have proof of complete financing of project? ☒ Yes ☐ No
6. If YES, would you be willing to submit the proof of financing? ☒ Yes ☐ No

**PROJECT DESCRIPTION AND SUMMARY (attach additional pages)**

Give a full description of this production project, including the name of project, signed cast and one-page description of storyline. Additionally, a submission of a final script is required for consideration within 30 days of application submission.

LUCA, a tech savvy 14 year old, accidentally travels to 1957 with her brother, RUBEN. In the past, Luca learns how to live without technology, discovers a passion for music and falls in love. But, you can't change the past without altering the future and soon Luca is caught in crazy new timelines as she tries to return to the life she left behind.

Our story begins in 2017, Luca and her brothers, Ruben and Martin are spending the weekend at their grandfather's house. The house is old, dusty and boring, like Grandpa Juan Manuel. The kids in the neighborhood avoid it, almost as much as they avoid his neighbor, the Cat Lady, an eccentric, melodramatic woman that likes cats better than people. Grandpa is not too pleased to have the kids for the weekend and spends most of his time in his mysterious, off-limits workshop. Ruben and Luca manage to break in in the workshop the first chance they get. There, they find the FRANKENTV, an old television set modified almost beyond recognition. Luca decides to fix it and gets to work without realizing that the FrankenTV is not really a television set, it's a time machine with the dials set to 19, 57, 7, 24: July 24, 1957. Once they turn the FrankenTV on, they find themselves on stage in the middle of the opening of Club 57, the teen hit show of that time! Ruben and Luca try to fit in the tech-free world of 1950's while they find a way to get home. But getting back to 2017 isn't so easy without a time machine. Their grandfather, Juan Manuel is only 20 years old and hasn't created the FrankenTV. Meanwhile, Luca discovers a passion for music and falls for bad-boy turned heartthrob, JJ, but he is Veronica's boyfriend. Also, Ruben convinces Juan Manuel to invent computers before their time. All of their actions break the number one rule of time travel 'Don't alter the past'.

Luca and Ruben with the help of Juan Manuel and Guadalupe Rivas, the host of Club 57, are able to come back to 2017 but it's not the 2017 they left. In Luca and Ruben's new reality, Juan Manuel is a millionaire, married to the Cat Lady and their parents are divorced. The only thing that remains the same is their grandfather's mood, always grumpy. Also, JJ is a famous performer and still waits for Luca. Realizing they don't like this new reality, Luca and Ruben decide to return to 1957 but they have to locate the FrankenTV first. They find it in a safe in their grandfather's office and trick the Cat Lady into opening it but she pushes them out of the way and heads to the past to change her own future. Now more than ever, Luca needs to jump back to 1957 and set things back to the way they were before they made the first jump.

This series is a one-hour fully scripted television show with a 75 episode order for Nickelodeon.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



JOB AND WAGE OVERVIEW	
Will you be able to PAY Miami-Dade County residents, at a minimum, the same rate as provided in Miami-Dade County Code Section 2-8.9? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
How many individuals that will be employed for the run from principal photography through principal photography wrap will be Miami-Dade County residents?	110
How many individuals that will be employed NOT BE Miami-Dade County residents?	11
What will the total percentage of cast and crew (excluding background extras), will be Miami-Dade County residents?	90%

LOCAL SPEND / INVESTMENT
TOTAL PROJECT BUDGET \$8,072,109
TOTAL EXPECTED LOCAL EXPENDITURES \$6,828,668
WHAT PERCENTAGE OF THIS PRODUCTION PROJECT WILL BE PRODUCED/FILMED IN MIAMI-DADE COUNTY 80% (PRODUCTION DAYS)
WILL YOU BE SHOOTING OUTSIDE OF MIAMI-DADE COUNTY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No LOCATIONS WILL BE MINIMAL AS WE'D BE ONLY SEEKING SPECIALTY TIME-STAMPED LOCATIONS.
IF YES, WHERE? TBD
IF YES, WHAT IS THE ESTIMATED PERCENTAGE OF SPENDING OF THIS PRODUCTION PROJECT WILL BE MADE OUTSIDE OF MIAMI-DADE COUNTY? 20% (PROD. DAYS)
WHAT PERCENTAGE OF HIRED VENDORS PER PRODUCTION PROJECT WILL BE MIAMI-DADE COUNTY BASED BUSINESSES? 80%
PLEASE INDICATE WHERE YOUR HOTEL ROOMS USED DURING PRODUCTION WILL BE LOCATED (City and name of hotel if known) TBD- LIKELY ME HOTEL, EAST HOTEL OR HILTON
PLEASE INDICATE WHERE YOUR PRINCIPAL PRODUCTION OFFICE WILL BE (City address if known) 50 NW 14TH STREET, MIAMI, FL 33136
Please provide a budget breakdown of local expenditures. More information will be required within 30 days of application. SEE ATTACHED BUDGET SHOWING BREAKDOWN OF LOCAL/MIAMI-DADE AND NON-LOCAL EXPENDITURES.

GRANT APPLICATION



**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



CAPITAL INVESTMENT	
Will there be any capital investment made during the duration of the project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If YES, will this facility be:	<input checked="" type="checkbox"/> Leased space with renovations or build out <input type="checkbox"/> Land purchase and construction building
What is the estimated square footage of the new or expanded facility?	N/A
Where is the facility located?	50 NW 14TH STREET, MIAMI, FL 33136

COMPETITIVE LANDSCAPE
What role will rebate play in production's decision to produce the project in Miami-Dade County? THE GRANT IS A KEY FACTOR IN OUR DETERMINATION: COST EFFICIENCY OF THE PROJECT IS PARAMOUNT TO OUR LOCATION CHOICE.
What other cities, states, or countries are being considered for this project? WE ARE ALSO REVIEWING BIDS FROM PRODUCTION COMPANIES IN COLUMBIA AND MEXICO FOR THIS PROJECT.
What advantages or incentives offered by these locations do you consider important in your decision? COST EFFICIENCY, CURRENCY EXCHANGE RATE, AND THE SPEED IN WHICH THE PROJECT CAN BE PRODUCED.
Indicate any additional internal or external competitive issues impacting this project's location decision THE RENTAL OF THE PRODUCTION FACILITY AND THE AVAILABILITY OF SPECIALTY LOCATIONS IN MIAMI IS A PLUS.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY**

Provide a brief synopsis of the special impacts the project is expected to stimulate in the community and the regional economy

IN ADDITION TO PROVIDING TOURS & SEMINARS DURING PRODUCTION, WE ALSO HOST INTERNS AS WELL.

For all production projects with screen credits, would you be willing to display "Filmed in Miami-Dade County" and/or a similar logo in the credits?

☒ Yes ☐ No

Would this production be willing to provide required paperwork to Miami-Dade County that would become public information under Chapter 119 of the Florida Statutes concerning public records, including but not limited to: production reports, crew lists, vendor lists, etc.?

☒ Yes ☐ No

Would this production be willing to provide the Miami-Dade Office of Film and Entertainment an email address for personnel / vendors to submit resumes/materials for consideration for their hire?

☒ Yes ☐ No

Would this production project be willing to hire at least one student/recent graduate who:

- (1) is enrolled in an entertainment production educational program at a Miami-Dade County college or university on the date of the commencing of prep of principal photography of the production; or
- (2) graduated less than one year prior to the date of the commencement of prep of principal photography from a Miami-Dade County college or university with a Bachelor's or Master's degree in film, video, media or digital media production, motion pictures or similar study; and currently resides in Miami-Dade County

☒ Yes ☐ No

**MISCELLANEOUS**

Provide any additional information you wish to be considered as part of this incentive application or items that may provide supplementary background information on your project or company.

DUE TO OUR COMMITMENT TO THE MIAMI-DADE COMMUNITY, MTV LATAM IS CURRENTLY CONSIDERING FILMING THIS PROJECT IN MIAMI-DADE. HOWEVER, WE ARE CURRENTLY ACCEPTING BIDS FOR THIS PROJECT TO BE SHOT IN MEXICO AND COLUMBIA, BECAUSE OF THE POTENTIAL COST SAVINGS DUE TO THE NEW PRODUCTION GRANT, MIAMI DADE IS NOW OUR TOP CHOICE FOR FILMING. THIS INCENTIVE IS THE MAJOR FACTOR IN OUR DECISION TO CHOOSE MIAMI-DADE.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**ADDITIONAL GRANT OPPORTUNITIES**

A production project that qualifies for the County grant MAY be eligible for an additional grant from the Greater Miami Convention and Visitor's Bureau (GMCVB). The grant would be based on a percentage of tourism tax that is collected by Miami-Dade County for use for marketing the County as a destination for leisure, meetings and conventions. The funds would be earmarked by the production company toward marketing of the project in collaboration with the GMCVB. The GMCVB would also actively assist the production to secure the most advantageous accommodation pricing. Additionally, other financial support could be available on a case-by-case basis to productions based on available resources. Are you interested in participating if you qualify?

☒ Yes ☐ No

If YES, Please answer the following questions:

1. How many hotel room nights do you anticipate needing? 1,176
2. Anticipated budget for hotel accommodations? \$122,500
3. Will you need meeting space and if so: Size? N/A Days needed?
4. Anticipated budget for meeting space? N/A
5. Do you anticipate the necessity for hotel food and beverage in the meeting space? N/A
6. If YES, what is anticipated budget for meeting space? N/A
7. Is your project willing to work with the GMCVB on co-branding opportunities? YES

**APPLICANT**

By signing below, I certify the information provided in this application along with any pertinent information included in accompanying material is true, correct and complete.

APPLICANT (Printed Name)

ADAM MORRA

APPLICANT (Title)

VICE PRESIDENT

APPLICANT SIGNATURE

*Adam Morra*

DATE

8-7-17

GRANT APPLICATION

Page 16 | 18

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**REQUIRED APPLICATION PAPERWORK**

1. A content document such as a final script (feature films, television series, pilots for television series, documentaries, etc.), storyboards (Television commercials), and digital media projects (summary of project).
2. Story Synopsis
3. An Itemized budget detailing only estimated Miami-Dade County expenditures
4. A Production Schedule reflecting Pre-production, production and post production schedule for entire project, including Miami-Dade County, other Florida Counties and other States, U.S. territories or Countries
5. Notarized Affidavit
6. Proof of Financing  
*Production will be required provide Proof of Financing within 30 days of receipt of submission of qualifying application and subsequent paperwork.*

**\*\* When emailing documents, please send via Adobe PDF. Application package is complete only when all required documents have been received. If required paperwork is not received within the 30 day time mandatory period, then the paperwork will be disqualified and the production will need to reapply when all the required completed paperwork is available in hand.**

Upon submission of the application, the applicant will receive, by email, a confirmation message acknowledging receipt of the application.

**Miami-Dade County**  
**Television, Film and Entertainment**  
**Production Incentive Program**  
**GRANT APPLICATION**



**AFFIDAVIT OF APPLICANT**

STATE OF FLORIDA  
MIAMI-DADE COUNTY

Before me, the undersigned authority, on this day personally appeared Adam Morra  
who, after being duly sworn, deposes and states:

1. That the Affiant is currently employed by Viacom, MTV Latam Company, as  
VP (Title).
2. The Affiant is familiar with the Club 57 (Project) and has personal  
knowledge of the information contained in the Application to Miami-Dade County for a Production/Post Production  
Rebate.
3. That Affiant is authorized to complete the Application on behalf of MTV Latam America Company  
and attests to the accuracy of the information provided therein.

Further Affiant Saith Not.

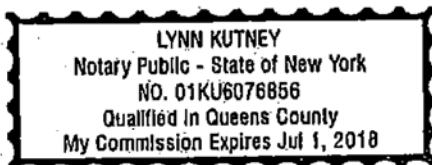
By: Lynn Kutney (Signature)

The foregoing instrument was sworn to and subscribed before me this 18 day of August, 2017, by  
Adam Morra, who is personally known to me or has produced his/her  
New York driver's license.

NOTARY PUBLIC, State of Florida New York

Lynn Kutney  
Typed or Printed Name of Notary Public

My Commission Expires: 7/1/2018



GRANT APPLICATION

Page 18 | 18

**MIAMI-DADE COUNTY TELEVISION, FILM AND ENTERTAINMENT PRODUCTION  
INCENTIVE PROGRAM**

**GRANT AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND MTV NETWORKS LATIN AMERICA, INC.**

This Grant Agreement ("Agreement" or "Grant Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between Miami-Dade County, a political subdivision of the State of Florida ("County" or "Miami-Dade County"), through its governing body, the Board of County Commissioners ("Board") and MTV Networks Latin America, Inc. ("Grantee"), a foreign profit corporation with the following principal place of business: 1111 Lincoln Road, Floor 6, Miami Beach, Florida 33139.

**WITNESSETH:**

**WHEREAS**, on August 7, 2017, Grantee, a subsidiary of Viacom, Inc., submitted an application to the Miami-Dade County Office of Film and Entertainment ("OFE") for grant funds in order to film and/or produce *Club 57* ("Project"), a television series, in Miami-Dade County, Florida; and

**WHEREAS**, based on a preliminary review of the application, the OFE determined that the Project will create jobs and inject money into the local economy; and

**WHEREAS**, the County and the Grantee wish to enter into this Grant Agreement to set forth the terms pursuant to which the County will disburse the grant to the Grantee,

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein the Parties hereby agree as follows:

**Section 1. Parties; Effective Date; and Term.** The parties to this Agreement are the Grantee and the County. Pursuant to Resolution No. R-783-17, the Board has delegated the responsibility of administering this Grant Agreement to the County Mayor or the County Mayor's designee, who shall be referred to as the "County Mayor." The County Mayor has assigned the responsibility for monitoring this Agreement to the OFE.

This Agreement shall take effect upon the date of its execution by the County and the Grantee ("Effective Date") as indicated above. Subject to Section 9 below, this Agreement shall have a term commencing on the Effective Date and, unless terminated earlier or renewed pursuant to the terms hereof, will expire upon the issuance or denial of the Grant award.

**Section 2. Project Requirements.** The County has agreed to provide the Grantee with a grant in the amount of \$100,000.00, One Hundred Thousand Dollars and Zero Cents, ("Grant") provided that Grantee has first satisfied all of the requirements set

forth in this Section ("Project Requirements"), and has otherwise complied with all of the terms and conditions of this Agreement:

(a) The Project must be a Production, as defined herein. For purposes of this Agreement, Production shall mean a theatrical or direct-to-video motion picture; a made-for-television motion picture; visual effects or digital animation sequences produced in conjunction with a motion picture; a commercial; an industrial or educational film; a documentary film; a television pilot program; a presentation for a television pilot program; a television series, including, but not limited to, a drama, a comedy, a soap opera, a telenovela or a miniseries production; or a Digital Media Project by the entertainment industry. One season of a television series is considered one production. A production shall not include a weather or market program; sporting event or sporting event broadcast; gala; production that solicits funds; home shopping program; political program; political documentary; political advertising; gambling-related project or production; concert production; local, regional, or Internet-distributed-only news show or sports news or sports recap show; pornographic production; or any production deemed obscene under Chapter 847 of the Florida Statutes. A production may be produced on or by film, tape, or otherwise by means of a motion picture camera; electronic camera or device; tape device; computer; any combination of the foregoing; or any other means, method, or device. For purposes of this Agreement, Digital Media Project, which is within the definition of Production, shall mean a production of interactive entertainment that is produced for distribution in commercial or educational markets. The term includes a video game or production intended for Internet or wireless distribution, an interactive website, digital animation, and visual effects, including, but not limited to, three-dimensional movie productions and movie conversions.

(b) The Project must be completed in accordance with the Production Calendar, as set forth in Exhibit 1. Any change to the Production Calendar of 45 days or more must be approved in writing by the OFE. The terms Pre-Production, First Day of Pre-Production, Last Day of Pre-Production, Production, First Day of Production, Last Day of Production, Post-Production, First Day of Post-Production, and Last Day of Post-Production shall be guided by the dates provided in the Production Calendar set forth in Exhibit 1.

(c) Spend at least \$1,000,000.00, One Million Dollars and Zero Cents, in Miami-Dade County on Qualifying Payroll and Qualifying Expenses. For purposes of this Agreement, Qualifying Payroll shall mean payment of salary to Miami-Dade County residents for work performed from the First Day of Pre-Production to the Last Day of Post-Production ("Duration of Project"), as provided in Exhibit 1, Production Calendar, excluding salary in excess of \$75,000 for any resident. For purposes of this Agreement, Qualifying Expenses shall mean payments for such goods and services, as described in Exhibit 2, from the date of submission of the application through the Last Day of Post-Production, excluding all expenditures in an amount less than \$20. Proof of Miami-Dade County residency requires a copy of the Florida driver's license and one (1) other supporting document. A list of supporting documents are available at <http://www.flhsmv.gov/ddl/address.html>.



(d) There must be a minimum of 50 Qualifying Employees. For purposes of this Agreement, Qualifying Employees are Miami-Dade County residents hired as principal cast and crew members, excluding extras/background talent, who receive payment for work performed at a minimum from the First Day of Production until the Last Day of Production, as provided in the attached Exhibit 1, Production Calendar. The County will reasonably determine whether an individual is considered a Qualifying Employee and its determination will be final.

(e) At least 80 percent of vendors providing goods and services for the Duration of the Project must be Miami-Dade County registered businesses, and have a current and up to date local business tax receipt.

(f) Miami-Dade County residents must be paid, at a minimum, the same rate as provided in Miami-Dade County Code Section 2-8.9, as may be amended from time to time, as if the Grantee were a covered service contractor.

(g) At least 70 percent of a Production must be produced in Miami-Dade County and 70 percent must be filmed in Miami-Dade County. This will be measured by the numbers of days of Production and Post-Production that take place in Miami-Dade County per the Production Calendar. Final proof will be calculated with final production calendar/production reports, film permits and other required documentation.

(h) At least 70 percent of a Digital Media Project must be produced in Miami-Dade County. This will be measured by the numbers of days of Production that take place in Miami-Dade County per the Production Calendar

(i) If the project utilizes film cameras, then 70 percent of the film shot in Miami-Dade County must be developed at a film lab within the County.

(j) If the Project has end credits, a logo which will be provided by OFE must be placed in the end credits. The size and placement of such logo shall be commensurate with other logos used in the Project. A copy of the final cut of the Project with the end credits must be submitted to the OFE via CD or downloadable format as proof that the logo provided by OFE was included in the end credits.

(k) The Project must employ at least one student or recent college graduate who:

1. is enrolled in an entertainment production educational program at a Miami-Dade County college or university by the First Day of Pre-Production; or
2. graduated less than one year prior to the First Day of Pre-Production from a Miami-Dade County college or university with a Bachelor's or Master's degree in film, video, media or digital

media production, motion pictures or similar study, and currently resides in Miami-Dade County

(l) Proof of Project financing must be submitted to the OFE within 30 days of completed application submission.

(m) A contact email and phone number must be submitted to the OFE for the submission of resumes and information from local crew and vendors, as required in Sections 2(d) and 2(e) above.

(n) Productions and Digital Media Projects, as defined in Section 2(a), must commence within 120 days of the Effective Date.

(o) The Production must showcase Miami-Dade County as a sense of place, as determined by the OFE.

**Section 3. Payment of Grant.** The County has no obligation to pay the Grant to the Grantee except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section. Should the Grantee satisfy all of the requirements in this Agreement, the Grantee shall be eligible to receive the Grant. The County's performance under this Agreement is subject to and contingent upon the final approval and appropriation of funding by the Board. Absent termination of this Agreement pursuant to Section 9, if all the conditions set forth in this Agreement are met by the Grantee, and the Board appropriates funding for this purpose, then the Grant shall be remitted by the County to the Grantee as a onetime reimbursement on a date that is no earlier than 180 days from the date results of the audit are submitted to the OFE, pursuant to Section 20.

**Section 4. Representations and Covenants of the Grantee.** The Grantee, by acceptance and execution of this Agreement, represents and covenants that:

(a) Grantee is in good standing under the laws of the State. This shall mean Grantee is not currently under investigation by any enforcement agency, is not or has not been forced to dissolve, is not or has not been the subject of a debarment investigation or been debarred from contracting with any governmental agency, its principals, directors and officers have not been debarred, arrested or subjects of an investigation by an enforcement agency for illegal actions related to company business.

(b) This Agreement has been duly authorized by the governing body of the Grantee, and it has granted its Member or designee, the required power and authority to execute and deliver this Agreement.

(c) Grantee has provided proof of financing for the Project to the OFE.

(d) Grantee agrees that neither it nor any company that is a parent, subsidiary, or distribution production company of Grantee, will apply for a grant from Miami-Dade County for a subsequent production for at least 365 days after the Effective

Date, except that a multi-seasonal episodic project may apply to renew the Agreement for a second term, as described in Section 10 below.

(e) Grantee agrees that neither it nor any company that is a parent, subsidiary, or distribution production company of Grantee, has received a grant from Miami-Dade County for a previous production for at least 365 days from the date of execution of the contract relating to the previous production.

**Section 5. Representation of the County.** The County, by acceptance and execution of this Agreement, represents and covenants that:

(a) The County is a political subdivision of the State duly created and validly existing under the Constitution and the laws of the State.

(b) The County has full legal right, power and authority to enter into and deliver this Agreement.

(c) The Agreement has been duly approved by the Board, as the governing body of the County, and it has granted the County Mayor, the requisite power and authority to execute and deliver this Agreement.

(d) The Project serves a public purpose and is in the best interest of the residents of the County.

**Section 6. Relationship of the Parties; Liability.** It is expressly understood and intended that the Grantee, as the recipient of the Grant funds, is not an employee, agent, joint venturer, collaborator or partner of the County, the Board, the County Mayor and OFE administering the Grant. For purposes of this Agreement, the parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Project.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that the Grantee include in its agreements with each subcontractor that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**Section 7. Assignment.** The Grantee is not permitted to assign this Agreement in full or in part. Any purported assignment will render this Agreement null and void and Grantee shall forfeit its eligibility to receive the Grant.

**Section 8. Compliance with Laws.** Grantee, its agents, officers and principals shall abide by and be governed by all Applicable Laws necessary for the completion of the Project. "Applicable Law" means any applicable law (including, without limitation,

any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, all requirements of Chapter 119 of the Florida Statutes, Chapter 11A of the County Code (Anti-Discrimination), Chapter 21, Article 15 of the County Code (False Claims), Section 2-8.9 of the County Code and Section 2-11.1 of the County Code (Conflict of Interest).

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of The Inspector General of Miami-Dade County ("OIG") shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision requiring compliance with the above Applicable Laws, including a provision that the contractor shall comply with all requirements of Section 2-1076 as provided in Section 21 of this Agreement, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access to such records as provided in this Agreement.

#### **Section 9. Termination.**

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

(4) Termination of this Agreement by the County due to a material breach, including a violation of the Project Requirements in Section 2 above, may result in Grantee's inability to obtain these grant funds in the future.

**Section 10. Renewal.** In the event that the Project is a television series which is continued for a following season, Grantee may seek renewal of this Agreement. To

renew, Grantee must submit an application to the OFE within 365 days of the Effective Date. With respect to the following season, if Grantee satisfies all of the requirements of this Agreement then Grantee may be eligible to receive a second grant award in the same amount as the Grant. The County's performance and obligation to pay under this contract for a following season is also contingent upon approval and annual appropriation by the Board.

**Section 11. Waiver.** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

**Section 12. Written Notices.** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be deemed sufficiently served when delivered in person or sent by facsimile or electronic mail, provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein. The following addresses shall be utilized for such notices:

The County:  
County Mayor  
Miami-Dade County  
111 NW 1 Street, Suite 2910  
Miami, Florida 33128

Grantee:  
MTV Networks Latin America, Inc.  
c/o Adam Morra, Vice President  
1111 Lincoln Road, Floor 6  
Miami Beach, Florida 33139

With a copy to:  
Office of Film and Entertainment

111 NW 1 Street, 12<sup>th</sup> Floor  
Miami, Florida 33128

With a copy to:  
The County Attorney,  
111 NW 1 Street, Suite 2810  
Miami, Florida 33128

Either party may designate a different address and/or contact person by giving notice to the other party as indicated above.

**Section 13. Captions.** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

**Section 14. Contract Represents Total Agreement.** This Agreement, and its attachments, incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

**Section 15. Drafting.** This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared initially by counsel for one of the parties. Both the County and the Grantee and their respective counsel recognize and acknowledge that they have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement.

**Section 16. Representation on Authority of Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party further represents and warrants that the execution and delivery of the Agreement and the performance of the parties' obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on each party and enforceable in accordance with the terms and conditions herein.

**Section 17. Litigation Costs; Laws; and Venue.** In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, each party shall bear its own costs and fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

**Section 18. Invalidity of Provisions; and Severability.** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the

remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**Section 19. Indemnification and Insurance.** Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit or relieve the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Grantee shall furnish to OFE, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or



The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY**  
**111 NW 1<sup>st</sup> STREET**  
**SUITE 2340**  
**MIAMI, FL 33128**

The Grantee shall assure that the Certificate(s) of Insurance required remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, the Grantee shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificate(s) of Insurance are not replaced or renewed to cover the Agreement period, the County may suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement for cause, in accordance with the terms of Termination in Section 9 above.

**Section 20. Auditing.** Grantee must have an audit performed by a bonded Certified Public Accountant, at Grantee's expense, demonstrating compliance with all Grant Requirements. The results of the audit must be submitted to OFE within 300 days of the Last Day of Post-Production. With the submission of the audit, the Grantee must include a final crew list, final vendor list, final call sheets, final production reports, payroll reports, as well as any other information satisfying the requirements of this Agreement, particularly Section 2 herein. Grantee shall retain and maintain records, including independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures, and practices, sufficiently and properly demonstrate compliance with all Grant Requirements and reflect all Project costs expended in the performance of this Agreement. The records shall be delivered to the OFE with the results of the audit and shall be subject, upon reasonable notice, to inspection, review, or audit by County personnel, and copies of the records shall be delivered to the County upon request.

Pursuant to Chapter 21, Article 15 of the County Code, Grantee shall be liable to the County for reimbursement of Grant funds and may be subject to debarment from County contracting for any false information provided hereunder.

**Section 21. Office of the Inspector General.** Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private sector inspector general ("IPSIG") to monitor and investigate

compliance with the terms of this Agreement. The OIG shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). These random audits are separate and distinct from all other audits by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor or subcontractor) from OIG, the Grantee (and any affected contractor or subcontractor) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

**Section 22. Public Records.** All documents related to this Agreement, including but not limited to, this Agreement, all exhibits attached hereto, the application, audit results, financial documents, and certificates of insurance are public records and subject to Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Name:  
Title:  
Date:

Approved by County Attorney as  
to form and legal sufficiency.

By: \_\_\_\_\_

GRANTEE:

Attest: [seal]

By: Adam Moma  
Name: Adam Moma  
Title: VP  
Date: 8-9-17

By: \_\_\_\_\_  
Name: Lynn Kutney  
Title:  
Date: 8/9/17



*Lynn Kutney 8/9/2017*

# Exhibit 1

## Production Calendar

Grantee shall provide a Production Calendar identifying the Pre-Production, Production, and Post-Production periods, in the following format:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 FIRST DAY OF PRE- PRODUCTION	4 PRE- PRODUCTION	5 PRE- PRODUCTION	6 PRE- PRODUCTION	7 PRE- PRODUCTION	8 LAST DAY OF PRE- PRODUCTION
9	10 FIRST DAY OF PRODUCTION	11 PRODUCTION	12 PRODUCTION	13 PRODUCTION	14 PRODUCTION	15 LAST DAY OF PRODUCTION
16	17 FIRST DAY OF POST- PRODUCTION	18 POST- PRODUCTION	19 POST- PRODUCTION	20 POST- PRODUCTION	21 POST- PRODUCTION	22 LAST DAY OF POST- PRODUCTION

## Exhibit 2

### Qualifying Expenses

Qualifying expenses are payments to businesses registered with the State of Florida, with a principal place of business and headquarters located within Miami-Dade County, Florida, and have a current and up to date local business tax receipt, for the following categories, excluding any payments for tobacco and alcohol products and any products or services that are illegal under any applicable laws:

#### Producers and Staff

- Purchases and supplies

#### Director and Staff

- Purchases and supplies
- Computer rentals

#### Talent

- Looping and expenses
- Casting Director

#### Travel and Living

- Producer's travel - If booked by a Miami-Dade County based Travel Agency
- Director's Travel - If booked by a Miami-Dade County based Travel Agency
- Talent Travel - If booked by a Miami-Dade County based Travel Agency

#### Fringes and Payroll

- Fringes accepted if paid on behalf of a Miami-Dade County resident employee as part of compensation are qualified expenditures
- Pension Plan and Health and Welfare, Employer taxes, Local Hire fringes
- Payroll handling fees Count only if paid to a Miami-Dade County based payroll company

#### Production Staff Salaries

- Payroll company expenses
- Pre-production Breakdown
- Board and Budget
- Script Timing

#### Camera Department Salaries

- Purchases and Supplies
- Camera Rentals
- Camera Box Rentals

#### Art Department

- Purchases and supplies
- Rentals
- Equipment
- Box rentals

#### Set Construction

- Stage set construction materials
- Location set construction materials

- Purchase and rentals
- Greens Purchase
- Trash removal
- Scissor Lifts/Forklift rentals
- Box rentals
- Construction expendables

#### Special Effects

- Manufacturing labor and Materials
- Purchases
- Equipment Rentals
- Box Rentals

#### Set Operations

- Set Watch/Fireman
- Script Printing
- First aid and expenses
- Medics
- Heating/Air conditioning
- Purchases
- Grip Expendables
- Lumber
- Craft Service Purchases
- Rentals
- Grip Package
- Truck Package
- Additional Equipment
- Helicopter rental
- Box Rentals

#### Electrical

- Purchases – expendables, gels, etc.
- Globes and carbons
- Rentals
- Electric Package
- Rigging Package
- Specialty Lighting
- Generator Rentals
- Box rentals

#### Set Dressing

- Drapery/Carpet
- Cleaning
- Manufacturing/materials
- Set dress Purchase and Materials
- Fixtures
- Rentals
- Box Rentals

- Expendables

#### Action Props

- Manufacturing Labor/Materials
- Purchases and Rentals
- Expendables

#### Picture Vehicles/Animals

- Picture Car Rentals
- Picture Car Expense
- Marine Expense
- Aircraft/Helicopter expense
- Picture Vehicle manufacturing
- Mechanic
- Animals
- Wranglers and Handlers
- Feeding and Stabling

#### Special Photography

- Blue screen
- Animation
- Expenses
- Miniature expenses
- Computer graphics
- Equipment Rental

#### Wardrobe

- Cleaning
- Dry Cleaning
- Alterations and repairs
- Purchases and rentals
- Box rentals
- Expendables
- Washing machine and dryer purchase

#### Makeup and Hairdressing

- Makeup and Hairdressing supplies
- Makeup Chair rental
- Wigs Purchase and rentals
- Appliances
- Box Rentals

#### Production Sound

- Purchases
- Rentals
- Sound Package
- Additional Equipment
- Walkie Talkies
- Box Rental

#### Locations

- Site Fees and Rentals
- Police/Firemen/Watchmen
- Set Security
- Scouting
- Travel Fares – Only if booked through a Miami-Dade Based County Travel Agency
- Hotels
- Meals
- Catering assistants
- Extras Catering
- Purchases
- Parking included only if a entire lot was rented for location parking
- Office Supplies and equipment
- Office Space rental
- Utilities
- Cleaning
- Set Dec/Props warehouse
- Construction Mill
- Stage space
- Install of phone systems
- Office rental equipment

#### Video

- Purchases
- Supplies
- Video Assist Package
- Video Transfers
- Video editing

#### Transportation

- Repairs/Maintenance
- Loss and damage
- Box rentals
- Pickup service
- Taxis
- Car pickups
- Gas and Oil
- Generator Gas and Oil
- Tolls
- Purchases
- Honeywagon supplies
- Production Trucks and Vehicles rental
- Location Vehicles
- Cranes
- Insert car
- Camera Cars

#### Production Film/Lab



- Raw Stock
- Negative Develop
- Develop
- Sound transfers
- Telecine Transfers

#### Facility Expenses

- Messengers
- Stage usage
- Stage Power
- Backlot Rental
- Dressing Room Rental
- Parking Space Rental
- Studio Personnel Charges
- Dumpsters, Cleaning

#### Post Production

- Coding and Misc. Editorial
- Sound effects editing
- ADR
- ADR editing
- Negative cutting
- Music editors
- Meals
- Purchases
- Expendables
- Rentals
- Editorial room rentals
- Editors KEM equipment rentals
- Sound Editors room
- Music Editors room
- Other Equipment rental

#### Music

- Music Editing
- Rentals

#### Sound (post Production)

- Dubbing stage
- ADR Stage
- Foley EFX Recording
- Video transfer
- Tape transfer
- Dubbing
- Equipment Rental

#### Visual Effects

- Miniatures
- Mattes

- Purchases

Titles, Opticals, Inserts

Main and End Titles

Title Designer

Optical Effects

Inserts

Optical Development

Insurance

Cast Insurance (if purchased from Miami-Dade County based business)

Negative insurance (if purchased from Miami-Dade County based business)

Extra Insurance (if purchased from Miami-Dade County based business)

Marine and aircraft (if purchased from Miami-Dade County based business)

General Expenses

Legal fees – if Miami-Dade County based attorney and for production in Miami-Dade County  
(not distribution or prep or wrap negotiations)

Office Purchases

Computers and software purchase or rental

Production Office Space Rental

Office equipment rental