

# MEMORANDUM

Agenda Item No. 8(L)(2)

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

**DATE:** April 10, 2018

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

**SUBJECT:** Resolution approving Television,  
Film and Entertainment  
Production Incentives Program  
Grant Agreement between  
Miami-Dade County and ABC  
Studios for a pilot for a television  
series, "Grand Hotel" in the  
amount of \$100,000.00; and  
authorizing the County Mayor  
to execute same and exercise  
the rights and provisions therein,  
including termination

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman, and Co-Sponsors Commissioner Dennis C. Moss and Commissioner Rebeca Sosa.



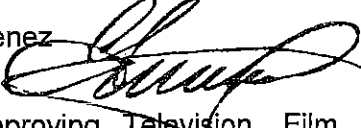
Abigail Price-Williams  
County Attorney



APW/smm

**Date:** April 10, 2018

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving Television, Film and Entertainment Production Incentives Program Grant Agreement with ABC Studios, "for the pilot Grand Hotel"

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## Recommendation

ABC Studios, part of the Walt Disney Company and subsidiary of Touchstone Television Productions, LLC, has submitted an application for the TV, 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 ABC Studios (Grantee), which is attached to the resolution, so the Grantee may be entitled to the financial benefits afforded under the Program.

## Scope

The main location for filming of this Project will be in Commission District 4, which is represented by Commissioner Sally Heyman. However, the total production schedule shows approximately 33 days of pre-production and filming, with the entire project being produced in various locations throughout Miami-Dade County.

## Fiscal Impact / Funding Source

"Grand Hotel" is a pilot for a television series that 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 County, 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

"Grand Hotel" is an hour-long fully scripted television series pilot that is being produced to air on the American Broadcasting Company (ABC). The pilot is intended to be spun off into a multi-season television series. The show is produced by and stars Eva Longoria. 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 100 percent of the Project be produced in Miami-Dade County. The total expected local expenditure is projected at \$5,549,393 generating employment for more than 50 Miami-Dade County residents for the length of the 33 projected pre-production and production days associated with this Project.

Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners  
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Pre-production will take place in Miami-Dade County beginning in late February 2018 with an anticipated principal photography start date of March 15, 2018. The estimated date of completion for the entire Project is April 2018.

Per the application, approval of the Agreement is a key determining factor of whether "Grand Hotel" will be produced in Miami-Dade County. Other alternative production locations considered are in Honolulu, Los Angeles and the Dominican Republic. Additional details about the Project are included in the attached application.

Attachment



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Jack Osterholt  
Deputy Mayor

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



ABC Studios

Name of Business Entity / Production Company

"Grand Hotel" - Pilot

Project Title

One-hour network primetime pilot

Project Type

MIAMI-DADE

FOR INTERNAL USE ONLY

<u>        </u>	<u>        </u>	<u>        </u>
Date Received	Date Revised	Date Completed

          
Project Number

4

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



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

BUSINESS INFORMATION	
NAME OF PRODUCTION COMPANY <b>ABC Studios</b>	
MAILING ADDRESS (street address) <b>500 S. Buena Vista Street, Mailcode 4242</b>	
CITY, STATE AND ZIP CODE <b>Burbank CA 91521</b>	
NAME OF PARENT COMPANY <b>Touchstone Television Productions, LLC</b>	
COMPANY WEBSITE	
PRODUCTION COMPANY CONTACT <b>Scott Caraway</b>	TITLE <b>Director, Production Finance</b>
MAILING ADDRESS (street address) <b>500 S. Buena Vista Street, Mailcode 4242</b>	
CITY, STATE AND ZIP CODE <b>Burbank CA 91521</b>	
TELEPHONE <b>818-460-6336</b>	EMAIL <b>scott.caraway@abc.com</b>
COMPANY FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>95-4771596</b>	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? <b>2125 Biscayne Blvd., Suite #400, Miami FL 33137</b>	

APPLICANT/PAYER INFORMATION
NAME <b>Same as Production Company</b>
MAILING ADDRESS (street address)
CITY, STATE AND ZIP CODE
PHONE
EMAIL

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



LOCAL COMPANY INFORMATION (If different from above)
NAME
MAILING ADDRESS (street address)
CITY, STATE AND ZIP CODE
PHONE
EMAIL

MANAGEMENT INFORMATION
PRODUCER(S) Eva Longoria, Ben Spector, Paul Kurta
DIRECTOR Ken Olin
PRODUCTION MANAGER E. K. Keratsis
PRODUCTION ACCOUNTANT Tim Tundel
LOCATION MANAGER Beverly Visitation

PREPARER'S INFORMATION (must be an authorized representative of the applicant)
NAME Dave Watson
MAILING ADDRESS 500 S. Buena Vista Street, Mailcode 4242
CITY, STATE AND ZIP CODE Burbank CA 91521
PHONE 818-460-6336
EMAIL dave.watson@abc.com

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



PROJECT INFORMATION	
PROJECT/WORKING TITLE <b>"Grand Hotel" Pilot</b>	
Feature film (30 min. or more) <input type="checkbox"/> Episodic Series <input type="checkbox"/> Miniseries <input type="checkbox"/> Television movie <input type="checkbox"/> Television pilot <input checked="" 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>3/15/2018</b>	PRODUCTION DAY(S) # <b>12</b>
MIAMI-DADE COUNTY DAY(S) # <b>33</b>	PRODUCTION DAYS OTHER THAN MIAMI-DADE COUNTY # <b>0</b>
ESTIMATED DATE OF PRE-PRODUCTION START (mm/dd/yy) <b>02/20/2018</b>	WHAT IS THE ANTICIPATED CAMERA WRAP DATE? <b>5/28/2018</b>
ESTIMATED FINAL WRAP DATE (mm/dd/yy) <b>5/11/2018</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)? 2/20/2018
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  
ABC Television Network
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.

**MIAMI-DADE**

From Executive Producer Eva Longoria, **GRAND HOTEL** is a vibrant, sexy Latin family soap filled with memorable characters, glamorous locations, and captivating mystery. All her life, Paloma Cardenas has dreamed of taking over the family business – a beautiful Miami Beach hotel where she grew up, owned by her late mother and now run by her father and his new wife Gigi. When Paloma returns home for her stepsister's wedding, her father reveals the devastating truth – he is selling the hotel, and with it, her dreams for the future. Paloma vows to stay and find a way to preserve her mother's legacy. She is brought back into the lives of her brother Javi, a troubled young man with a traumatic past; her contentious stepsisters whose jealousy constantly tests their relationship; and the hotel staff, including Danny – a mysterious new employee with whom she shares an instant connection. To save the hotel, Paloma must manage not only her guests, but her family and her employees, who have agendas and explosive secrets of their own. The biggest of them all may be held by her beloved father, who hasn't told his daughter the truth about why the hotel is being sold, and who is behind it.



**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 2-8.97? <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? 150
How many individuals that will be employed NOT BE Miami-Dade County residents? 25
What will the total percentage of cast and crew (excluding background extras), will be Miami-Dade County residents? 85%

LOCAL SPENDING/INVESTMENT
TOTAL PROJECT BUDGET \$6,905,267
TOTAL EXPECTED LOCAL EXPENDITURES \$5,549,393
WHAT PERCENTAGE OF THIS PRODUCTION PROJECT WILL BE PRODUCED/FILMED IN MIAMI-DADE COUNTY? 100%
WILL YOU BE SHOOTING OUTSIDE OF MIAMI-DADE COUNTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
IF YES, WHERE?
IF YES, WHAT IS THE ESTIMATED PERCENTAGE OF SPENDING OF THIS PRODUCTION PROJECT WILL BE MADE OUTSIDE OF MIAMI-DADE COUNTY?
WHAT PERCENTAGE OF HIRED VENDORS PER PRODUCTION PROJECT WILL BE MIAMI-DADE COUNTY BASED BUSINESSES? 85%
PLEASE INDICATE WHERE YOUR HOTEL ROOMS USED DURING PRODUCTION WILL BE LOCATED (City and name of hotel if known) TBD
PLEASE INDICATE WHERE YOUR PRINCIPAL PRODUCTION OFFICE WILL BE (City address if known) TBD
Please provide a budget breakdown of local expenditures. More information will be required within 30 days of 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If YES, will this facility be: <input 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?
Where is the facility located?

COMPETITIVE LANDSCAPE
What role will rebate play in production's decision to produce the project in Miami-Dade County? The grant and associated marketing efforts are essential to the final choice of production location.
What other cities, states, or countries are being considered for this project? Honolulu, Los Angeles, Dominican Republic
What advantages or incentives offered by these locations do you consider important in your decision? Since the series is set in Miami Beach, we would incur significant expenses in other locations. Their incentives would offset those increased costs to make it look like Miami Beach. The net amount may still be less than shooting in Miami Beach without the grant and associated marketing efforts.
Indicate any additional internal or external competitive issues impacting this project's location decision. The award of this grant is of the utmost importance in allowing ABC Studios to shoot in Miami-Dade County. We will therefore be able to use the iconic Miami Beach locations to their best advantage.

**Miami-Dade County  
Television, Film and Entertainment  
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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. Hiring local crew, extras and using local vendors will support the economic health of those entities.
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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.  This pilot is being produced by ABC Studios, which is part of the Walt Disney Company. If ordered to series, it will be broadcast in primetime on the ABC Television Network during the 2018/2019 season.

*(Signature)*

**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

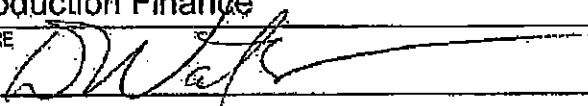
If YES, Please answer the following questions:

1. How many hotel room nights do you anticipate needing? 1,150
2. Anticipated budget for hotel accommodations? \$195,000
3. Will you need meeting space and if so: Size?                      Days needed?
4. Anticipated budget for meeting space?
5. Do you anticipate the necessity for hotel food and beverage in the meeting space?
6. IF YES, what is anticipated budget for meeting space?
7. Is your project willing to work with the GMCVB on co-branding opportunities? Yes

A production project that qualifies for the County grant MAY be eligible for an additional grant from the City of North Miami. Available film production incentives include free and reserved parking, space designated as a production base camp, fee waivers for use of City of North Miami facilities and administrative fee waivers for hiring off duty North Miami Police officers for security. Starting in October 2017, through the North Miami Community Redevelopment Agency, film industry investors may also qualify for reimbursements of up to \$15,000 for funds spent at North Miami businesses during production.

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



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) <b>Dave Watson</b>
APPLICANT (Title) <b>Director, Production Finance</b>
APPLICANT SIGNATURE 
DATE <b>February 13, 2018</b>

REQUIRED APPLICATION PAPERWORK
<ol style="list-style-type: none"> <li>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)</li> <li>2. Story Synopsis</li> <li>3. An Itemized budget detailing only estimated Miami-Dade County expenditures</li> <li>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</li> <li>5. Notarized Affidavit</li> <li>6. Proof of Financing <i>Production will be required provide Proof of Financing within 30 days of receipt of submission of qualifying application and subsequent paperwork.</i></li> </ol>
<p><b>** When emailing documents, please send via Adobe PDF. <u>Application package is complete only when all required documents have been received.</u> 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.</b></p> <p>Upon submission of the application, the applicant will receive, by email, a confirmation message acknowledging receipt of the application.</p>

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



**AFFIDAVIT OF AFFILIANT**

STATE OF FLORIDA  
MIAMI-DADE COUNTY

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

1. That the Affiant is currently employed by ABC Studios Company, as Director, Production Finance (Title).
2. The Affiant is familiar with the Grand Hotel Pilot (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 ABC Studios Company and attests to the accuracy of the information provided therein.

Further Affiant Saith Not.

By: [Signature] (Signature)

The foregoing instrument was sworn to and subscribed before me this 15<sup>th</sup> day of February, 2018, by Dave Watson, who is personally known to me or has produced his/her California driver's license.

NOTARY PUBLIC

LISA A. Petraglia  
Typed or Printed Name of Notary Public

My Commission Expires: 4-20-2021

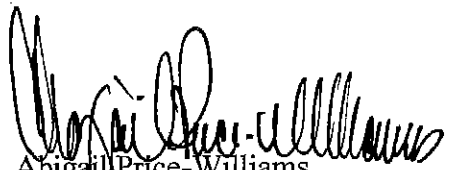




**MEMORANDUM**  
(Revised)

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

**DATE:** April 10, 2018

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

**SUBJECT:** Agenda Item No. 8(L)(2)

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  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(2)  
4-10-18

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

RESOLUTION APPROVING TELEVISION, FILM AND ENTERTAINMENT PRODUCTION INCENTIVES PROGRAM GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ABC STUDIOS FOR A PILOT FOR A TELEVISION SERIES, "GRAND HOTEL" IN THE AMOUNT OF \$100,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE 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 the Television, Film and Entertainment Production Incentives Program Grant Agreement between Miami-Dade County and ABC Studios for a pilot for a television series, "Grand Hotel", 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 Grant Agreement. This Board further authorizes the County Mayor or County Mayor's designee to execute this Grant 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 10<sup>th</sup> day of April, 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

Altanese Phenelus

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

GRANT AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND ABC STUDIOS

This Grant Agreement ("Agreement" or "Grant Agreement"), entered into this 26<sup>th</sup> day of February 2018, 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 ABC Studios ("Grantee"), a for profit corporation with the following principal place of business: 500 South Buena Vista Street, Mailcode 4242, Burbank, CA 91521.

WITNESSETH:

**WHEREAS**, on February 16, 2018, Grantee, which is part of the Walt Disney Company, submitted an application to the Miami-Dade County Office of Film and Entertainment ("OFE") for grant funds in order to film and/or produce *Grand Hotel*, a pilot for 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 funds.

**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 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 submitted by Grantee. 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.

(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 the 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 expenditures totaling 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 Production Calendar submitted by Grantee, 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 number 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) All screen credits are subject to network and guild approvals and restrictions. If the Project has end credits, one of the logos contained in Exhibit 3 must be placed in the end credits. The size and placement of such logo shall be commensurate with other logos, excluding production company logo credits, 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 one of the logos contained in Exhibit 3 was included in the end credits. Notwithstanding anything to the contrary herein, the ABC television network has approved the inclusion of one of the logos set forth in Exhibit 3 in the end credits as set forth above. All other matters pertaining to credit are in Grantee's sole discretion.

(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 reasonably determined by the OFE.

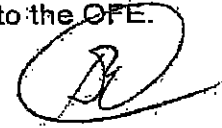
**Section 3. Payment of Grant.** The County has no obligation to pay the Grant to the Grantee except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section. Should the Grantee satisfy all of the requirements in this Agreement, the Grantee shall be eligible 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 fraudulent actions or any illegal action 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 venture, 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 indemnifies the County as provided in Section 19 below.

**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 relevant 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 who need access to such records for the performance of their jobs. 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. Certain of the information contained in the materials submitted in connection therewith, may contain trade secrets, confidential and proprietary business information belonging to Grantee, and, if disclosed by the County to the public, may cause substantial injury to the competitive position of the Grantee. Accordingly, the foregoing information may be redacted to the extent deemed necessary by Grantee to protect any confidential information including, without limitation, personally identifiable information, not relevant to Grantee's performance under this Agreement and must be exempt from public disclosure so long as Grantee properly marks such information trade secret, as provided by Florida law. In the event that the County is sued for the failure to disclose such information marked trade secret, Grantee shall indemnify the County as provided in Section 19 below.

**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 and has not cured such material breach within 10 days of written notice of such breach.

(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 (pilot) becomes a television series or is later continued for a following season, Grantee may seek renewal of this Agreement. Grantee is only eligible to renew after 365 days of the Effective Date of this Agreement, which must be done by the submission of an application to the OFE. With respect to the following season, if Grantee satisfies all 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 of a separate grant agreement and 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

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:

Grantee:  
ABC Studios  
c/o Scott Caraway, Dir. Prod. Finance  
500 S. Buena Vista Street, Mailcode 4242  
Burbank, CA 91521





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 reasonable 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 reasonable 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, provided that such documents may be redacted to the extent deemed necessary by Grantee to protect any confidential information not relevant to Grantee's performance under this Agreement. 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. Such records must be maintained for at least five years after the expiration of this Agreement. The records may be redacted to the extent deemed necessary by Grantee to protect any confidential information not relevant to Grantee's performance under this Agreement and 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, unless properly marked trade secret, pursuant to Florida law.

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: ABC STUDIOS

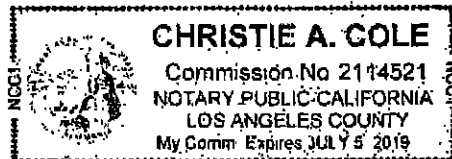
Attest: [seal]

By: *D. Watson*  
Name: Dave Watson  
Title: Director, Production Finance  
Date: 2-26-18

By: *C. Cole*  
Name: CHRISTIE A. COLE  
Title: NOTARY PUBLIC  
Date: 2/26/18

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached; and not the truthfulness, accuracy, or validity of that document.

State of California County of Los Angeles ss.  
On February 26, 2018 before me, Christie A. Cole Notary Public,  
personally appeared Dave Watson  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/its authorized capacity(ies); and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify  
under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct. WITNESS my hand and official seal.



*C. Cole*

Exhibit 1

Production Calendar - Example

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

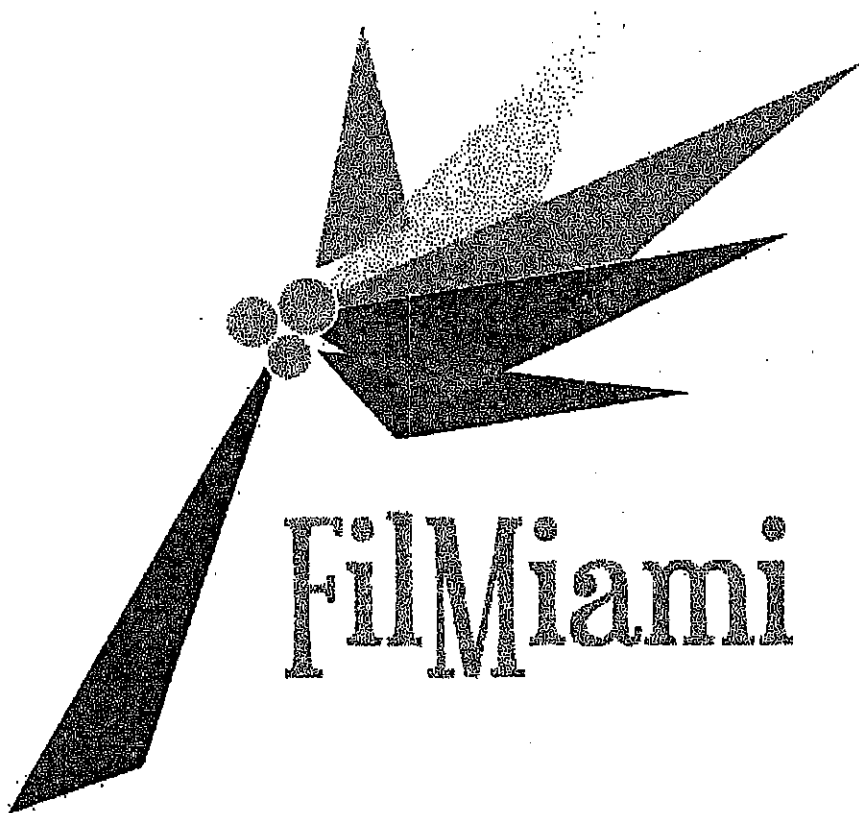
Production Office Space Rental

Office equipment rental



Exhibit 3

Logo credits provided by OFE



A handwritten signature or set of initials, possibly "DR", enclosed within a circular border.



FilmMiami

*DU*