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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(3)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	October 20, 2026
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution directing the Office of Film and Entertainment to negotiate a grant agreement with MV Films LLC, or its subsidiary or affiliate, for the County to provide a grant of $1,020,000.00 in legally available general funds originally allocated for film incentives, for the production of Miami Vice 85, provided the production complies with the terms of the grant agreement; directing the County Mayor to execute the grant agreement; and directing the Office of Film and Entertainment to exercise the provisions therein

Resolution No. R-899-26

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator René García.

For
Geri Bonzon-Keenan
County Attorney

GBK/smm

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 20, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

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**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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. 14(A)(3)
10-20-26

RESOLUTION NO. R-899-26

RESOLUTION DIRECTING THE OFFICE OF FILM AND ENTERTAINMENT TO NEGOTIATE A GRANT AGREEMENT WITH MV FILMS LLC, OR ITS SUBSIDIARY OR AFFILIATE, FOR THE COUNTY TO PROVIDE A GRANT OF $1,020,000.00 IN LEGALLY AVAILABLE GENERAL FUNDS ORIGINALLY ALLOCATED FOR FILM INCENTIVES, FOR THE PRODUCTION OF MIAMI VICE 85, PROVIDED THE PRODUCTION COMPLIES WITH THE TERMS OF THE GRANT AGREEMENT; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE GRANT AGREEMENT; AND DIRECTING THE OFFICE OF FILM AND ENTERTAINMENT TO EXERCISE THE PROVISIONS THEREIN

WHEREAS, on April 4, 2023, the Board of County Commissioners (the "Board") passed Resolution No. R-316-23, directing the County Mayor or County Mayor's designee to create the Miami-Dade County High Impact Film Fund Program (the "HIFFP") to attract major television series and motion picture productions to Miami-Dade County and enhance the local economy; and

WHEREAS, on December 12, 2023, the Board passed Resolution No. R-1085-23, creating the HIFFP, directing the County Mayor or County Mayor's designee to, among other things, implement the program and establishing certain minimum criteria for the recipient of rebate funds; and

WHEREAS, pursuant to the directive in Resolution No. R-316-23, the HIFFP was funded in FY 2023-2024 and FY 2024-2025; and

WHEREAS, however, in FY 2025-2026, funds that had been allocated to film incentives were recaptured during the development of the FY 2025-26 budget to help address the countywide budget gap; and

WHEREAS, limited funds remain legally available as part of the general fund that were originally allocated for film incentives, and this Board desires to allocate those funds to MV Films LLC, or its subsidiary or affiliate, (collectively, the "Grantee") for the production of Miami Vice 85 provided certain conditions are met; and

WHEREAS, as a condition of receiving the grant, the Grantee's production of Miami Vice 85 would need to, among other things, (1) spend $10,000,000.00 in Miami-Dade County; (2) employ County residents as no less than 30 percent of the below-the-line crew engaged for the County portion of the production; (3) use local businesses as no less than 50 percent of the vendors and contractors engaged for the County portion of the production or incur at least $5,000,000.00 in qualifying expenditures with local businesses; and (4) submit an acceptable independent compliance audit,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are approved and incorporated in this resolution.

Section 2. This Board directs the Office of Film and Entertainment to negotiate a grant agreement with MV Films LLC, or its subsidiary or affiliate, in generally the form attached hereto as Attachment 1, for the County to provide a grant of $1,020,000.00 in legally available general funds originally allocated for film incentives for the production of Miami Vice 85, provided the production complies with the terms of the grant agreement, which must, at a minimum, require the grantee to: (a) spend $10,000,000.00 in Miami-Dade County; (b) employ County residents as no less than 30 percent of the below-the-line crew engaged for the County portion of the production; (c) use Miami-Dade County businesses as no less than 50 percent of the vendors and contractors

engaged for the County portion of the production or incur at least $5,000,000.00 in qualifying expenditures with Miami-Dade County businesses; and (d) submit an acceptable independent compliance audit.

Section 3. This Board directs the County Mayor or County Mayor's designee to execute the grant agreement negotiated pursuant to section 2, subject to review of the County Attorney's Office for form and legal sufficiency and directs the Office of Film and Entertainment to exercise the provisions therein.

The Prime Sponsor of the foregoing resolution is Senator René García. It was offered by Commissioner **Vicki L. Lopez**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	**absent**		
Kionne L. McGhee, Vice Chairman	**absent**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**absent**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**absent**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Vicki L. Lopez	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Sophia Guzzo
Jose I. Ortega

GRANT AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND _____

This Agreement ("Agreement" or "Grant Agreement"), entered into this ____ day of _____ _____, 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 _____ corporation with the following principal place of business: _____

WITNESSETH:

WHEREAS, on _____, Grantee, submitted an application to the Miami-Dade County Office of Film and Entertainment ("OFE") for grant funds in order to film and/or produce _____ 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 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. _____, the Board, with a desire to boost the local economy has delegated the responsibility of administering this 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, as defined in Section 2.

Section 2. Project Requirements. The County has agreed to provide the Grantee with a grant in the amount of _____ ("Grant") provided that Grantee has first satisfied all 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 full length motion picture film, a television pilot program, or an episodic television series. 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;

(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) Production projects must register with OFE to begin application process;

(d) In relation to the Production, the Grantee must have spent at least ten million dollars ($10,000,000.00), 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. 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. Proof of Miami-Dade County residency requires a copy of the Florida driver's license and one (1) additional supporting document;

(e) Grantee hired at least thirty percent (30%) qualified Miami-Dade County residents be hired as crew for the days produced in Miami-Dade County. For purposes of this Agreement, Qualifying Employees are Miami-Dade County residents hired as principal 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;

(f) At least fifty percent (50%) 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 OR the Production must spend at least five million dollars ($5,000,000.00) on Qualifying Expenses;

(g) If the Project has end credits, the Miami-Dade County designated logo must be placed in the end credits, attached as Exhibit 3. 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 downloadable format as proof that the logo provided by OFE was included in the end credits;

(h) The Project must employ a minimum of two (2) students 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

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

(j) 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;

(k) Productions, as defined in Section 2(a), must commence within 120 days of the Effective Date;

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

(m) Production must use Miami-Dade County studios and sound stages, and must base production offices in the County.

Section 3. Payment of Grant. The County has no obligation to pay the Grant to the Applicant except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section. Should the Grantee satisfy all 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 no more than one grant from Miami-Dade County for a subsequent production per fiscal year.

(e) Grantee agrees that neither it nor any company that is a parent, subsidiary, or distribution production company of Grantee, has received the maximum number of grants 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, as described in Section 4(d) above.

Section 5. **Representations 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 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, and all requirements of Chapter 119 of the Florida Statutes.

All records submitted to the Grantee's CPA and its contractors pertaining to the Project shall be submitted to and maintained by 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, as may be amended.

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 may be amended, 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 ten (10) 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. **Waiver.** There shall be no waiver of any right related to this Agreement unless in writing and signed and duly authorized 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 11. **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:	Grantee:
Office of Film and Entertainment	
(insert)	(production company name)
(insert)	(production company contact)
(insert)	(production company address)
(insert)	(production company city, state and zip)

With a copy to:
The County Attorney,
111 NW 1st Street, Suite 2810
Miami, Florida 33128
atty@miamidade.gov

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 issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit 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 the Miami-Dade County Office of Film & Entertainment, 111 NW 1st Street, 21st Floor, Miami FL 33132, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

[Insert Insurance Requirements Provided by Risk Management]

Limits of liability may be satisfied by a combination of primary and umbrella/excess policies.

The County, at its sole discretion, reserves the right to require additional insurance coverage of the Grantee and/or any subcontractors for certain activities including, but not limited to, use of pyrotechnics, drones, aircrafts, vessels, live animals, activities that generate hazardous waste exposure, and any other high-risk activities which are not covered under the above insurance policies.

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 Best's Insurance Guide, published 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 1st 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 an independent, qualified Certified Public Accountant (CPA), at Grantee's expense, demonstrating compliance with all the financial requirements. The results of the audit including all original supporting documents that meet the criteria 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, for five years 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 audit compliance report and final supporting documents that meet the criteria 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 the County's False Claims Ordinance in Chapter 21, Section 15 of the Miami-Dade 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, as may be amended, 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. Survival. All rights, obligations, and remedies arising under this Agreement that by their nature are intended to survive, or that relate to conduct, expenditures, or violations occurring during the term of this Agreement, survive the expiration or earlier termination of this Agreement regardless of the cause of termination. Obligations that are procedural in nature and have no operative function after expiration or termination do not survive solely by virtue of this section.

Section 23. Kidnapping, custody offenses, human trafficking and related offenses affidavit. By entering into, amending, or renewing this Agreement, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Agreement"), as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement.

This compliance includes the Agreement providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached to this Contract as Exhibit 4. Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Agreement and provided to the County when entering, amending, or renewing this Agreement.

This Contract shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, F.S., or the Grantee violates Section 787.06, F.S., during the term of this Agreement, even if the Grantee was not in violation at the time it submitted its Affidavit.

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

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

By:_____

Name:_____

Title:_____

Date signed: _____

ATTEST:
MIAMI-DADE COUNTY, FLORIDA
JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Name: _____

_____

Approved by County Attorney as
to form and legal sufficiency.

By: _____

Grantee

_____ By: _____
Witness/Attest:

_____ Name: _____
Witness/Attest:

Title: _____

Date signed: _____

STATE OF _____

SS:

COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____ __, _____, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared _____, [ ] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____of _____, an existing Corporation under the laws of the , and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, _____.

_____
Notary Public

_____
Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____
My Commission expires: _____

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

Exhibit 3

[insert logo]

Exhibit 4

[insert Human Trafficking Affidavit]