

MEMORANDUM

Amended
Agenda Item No. 8(L)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution creating the Miami-Dade County High Impact Film Fund Program; directing the County Mayor to implement the program and establish funding guidelines to attract major television series and major motion picture productions within the County in an amount up to \$10,000,000.00 per fiscal year; providing minimum application requirements and procedures; providing for program evaluation; and approving the high impact film fund rebate agreement

Resolution No. R-1085-23

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Senator René García and Co-Sponsors Commissioner Marleine Bastien, Commissioner Juan Carlos Bermudez, Chairman Oliver G. Gilbert, III and Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Creating the High Impact Film Fund Program (HIFFP) - Directive No. 230359

Executive Summary

This item is in response to Directive No. 230359. On April 4, 2023, the Board of County Commissioners (Board) adopted Resolution No. R-316-23 sponsored by Senator René García, directing the County Mayor or County Mayor's Designee to create a program to attract studio television series and motion picture productions from major production companies and to identify and allocate sufficient legally available funds in the FY 2022-2023 budget to fund the program. The program would have a minimum of \$5,000,000.00, up to \$10,000,000.00 per fiscal year, subject to available funds, to attract major studio productions with budgets ranging from \$4,000,000.00 to \$8,000,000.00 per TV episode, or an estimated \$50,000,000.00 for motion pictures.

If approved, the High Impact Film Fund Program (HIFFP) will:

- Establish an enhanced program for fostering competitive film economic growth, aimed at both retaining and enticing prominent television series and motion pictures.
- Create up to 1,500 high wage jobs across Miami-Dade County.
- Support local small businesses such as lodging, transportation, equipment rentals and more.
- Increase local spending on various goods and services throughout Miami-Dade County.
- Greater investment in local infrastructure such as studios, soundstages, and production facilities.
- Increase tourism by attracting fans interested in experiences places seen on the screen.
- Nurture local talent by creating a skilled workforce for the creative and technological sectors.

Recommendation

It is recommended by the Office of Film and Entertainment (OFE) that the Board approve and implement the creation of HIFFP for a minimum of \$5,000,000.00, up to \$10,000,000.00 per fiscal year subject to available funds. The funds will be used to attract major studio productions with budgets ranging from \$4,000,000.00 to \$8,000,000.00 per TV episode, or an estimated \$50,000,000.00 for motion pictures, to Miami-Dade County, and authorize the County Mayor or County Mayor's Designee to establish the guidelines and criteria set forth in HIFFP, and delegate the authority to the County Mayor or County Mayor's designee to approve the rebate awards and execute agreements. In addition, the County will seek additional funding through partnerships with the goal of achieving a \$20,000,000.00 HIFFP fund.

Scope

The impact of the High Impact Film Fund Program is countywide.

Delegation of Authority

If adopted, the resolution to create the HIFFP would delegate the authority to the County Mayor or the County Mayor's designee to implement the program, establish the guidelines and criteria set forth in HIFFP, approve the performance-based rebate awards, and execute agreements in individual amounts up to \$5,000,000.00 per fiscal year for qualifying projects subject to review for legal sufficiency of the agreement. The County Mayor or County Mayor's designee would also be delegated the authority to take all administrative and budgetary actions to implement the HIFFP.

Fiscal Impact/Funding Source

In response to Directive No. 230359, Countywide general funds have already been allocated for FY 22-23, thus HIFFP would be funded effective FY 23-24. The program would allocate a minimum of \$5,000,000.00 per fiscal year from countywide general fund revenue. Marketing of the program will also be required and would cost \$30,000.00 for years 1-5. Productions granted a rebate under HIFFP must spend at least \$10.00 for every \$1.00 the County spends toward the rebate, thus generating the County at least \$50,000,000.00 per fiscal year. Given current conversations with the industry, OFE expects entire funding of HIFFP to be utilized per fiscal year.

Track Record/Monitor

Marco Giron, Chief, Office of Film and Entertainment in the Department of Regulatory and Economic Resources, will be responsible for verifying compliance.

Background

The film and television industry has a long history in Miami-Dade County that dates to the early 1900's. The film and television industry continues to grow as the entertainment sector expands with the advent of new technologies that are driving creation of more creative content. Miami-Dade County is a world-class production hub for film, television, and digital media. It is home to 200 production companies, multiple soundstages and recording studios, three (3) Spanish-language production facilities, and many businesses that support motion pictures, videos, digital and still shoots. The film, television, and digital industry support direct and indirect jobs for the local creative sector. It is also home to some of the best-known actors, celebrities, and musical artists globally.

The importance of film tourism has increased in the last two decades. Per Credence Research, the global film tourism industry was estimated to be worth \$68.1 billion in 2022 and is expected to be worth \$110.79 billion by 2028. The United States accounts for the largest revenue share of the global film tourism market. The US film tourism sector is driven by several components, including many film production companies and studios, high-quality infrastructure and services, and filming locations. Also, some state governments provide economic development programs to production companies to encourage filming, thereby promoting the film tourism business. The Greater Miami Convention & Visitor Bureau

(GMCVB) reported that in 2022, Miami-Dade welcomed 26 million visitors who spent \$20.8 billion. GMCVB is preparing to work with the Office of Film and Entertainment to launch film tourism initiatives targeting the domestic and global market and Miami-Dade County. According to ZipRecruiter, staff has identified 11 states where the typical salary for a Film Industry job is above the national average. Topping the list is Hawaii, with Nevada and Massachusetts close behind in second and third. Massachusetts beats the national average by 11.4%, and Hawaii furthers that trend with another \$9,952.00 (14.6%) above the \$68,310.00. With these 11 states paying on average above the national average, the opportunity for economic advancement to launch HIFFP appears to be exceedingly fruitful for Miami-Dade County.

Despite the County's strong location advantage in filmmaking and the noticeable economic impact of motion picture production in many municipalities, the industry's development is significantly below the national average and other competing markets. In 2021, the industry represented only 0.13 percent of the total private sector employment in Miami-Dade County compared to 0.20 percent nationally. The resulting location quotient of 0.65 indicates that the county's motion picture and video production industry is 35 percent less concentrated in the local economy than the national average, and significantly less represented in the regional economy compared to other major filmmaking markets.

The current Miami-Dade Incentive Program focuses on small to medium productions as it provides rebates of \$100,000.00 for productions spending at least \$1,000,000.00 or \$50,000.00 for productions spending at least \$500,000.00. Enacted in 2017, the program no longer meets the needs of the industry and is under-utilized to high-cost requirements including: 70 percent labor, 70 percent local vendor spend and 70 percent production days. In states with robust programs, there are no minimum filming days or have a significant lower percentage than 70 percent for the total project shoot. As a result, OFE recommends sunsetting the current program.

Per Directive No. 212620, as an extension of OFE's Film and Entertainment Education Initiative, HIFFP would require productions to hire at least two (2) college students from a school located in Miami-Dade County. OFE's Film and Entertainment Education Initiative is a partnership with local colleges and Miami-Dade County Public Schools to enhance existing programs by being the bridge between the classroom to local industry professionals in the field. This will support the goal to retain the future workforce in Miami-Dade as the industry builds infrastructure with HIFFP.

In addition to the education initiative, OFE carried out a year-long outreach involving producers, directors, studio executives, and other industry stakeholders, both those engaged in and those not currently conducting business in Miami-Dade County. Analysis of the feedback collected concludes that the lack of major TV series and movie productions in Miami-Dade County is due to the absence of competitive entertainment economic development programs. The proposed HIFFP cash rebate is intended to attract productions with budgets that exceed \$5,000,000.00 local spend and ensure that most of the total project is produced in Miami-Dade. Without a competitive HIFFP, the County is at risk of losing major productions to other Counties in Florida or other states.

In recent years, other counties in Florida, such as Broward, Hillsborough, Duval, and Pinellas, have created their own competitive film economic development programs. In addition, states such as North Carolina, Texas and New Mexico have also created competitive production economic development programs as detailed in the chart below.

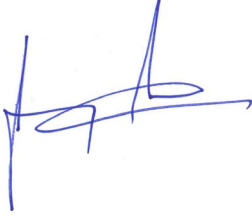
	Population	Annual Allocation	Minimum Spend	Filming Days	Percentage	Production Related Sales Tax Exemptions	Total Spend	Reported ROI
Miami Dade - Proposed Program	2.6 million	A minimum of \$5M up to \$10M. (Subject to available funds)	\$5M for feature films and streaming movies and episodic TV	No minimum requirement for production days	10% cash rebate	Entertainment Sales Tax Exemption	N/A	N/A
Mississippi	2.95 million	\$20M	\$50K	No minimum requirement for production days	25% cash rebate	1.5% on Production equipment and machinery	FY21 \$61M	Not Reported
Texas	30 million	Production must inquire with film office on fund availability.	5% for \$250,000 - \$1 million 10% for \$1 million - \$3.5 million 20% for \$3.5 million+	At least 60% of production days must be completed in Texas.	Up to 22.5% cash rebate	Sales Tax Exemption, Fuel Tax, State Occupancy Tax	FY22 \$1.95B	\$5.04
Puerto Rico	3.2 million	\$38M	\$50K	No filming requirement, however 50% of the project must be shot in Puerto Rico.	40% Transferable tax credit	N/A	FY21 \$173M	Not Reported
North Carolina	10.7 million	\$31M	\$500,000 per episode average for tv/streaming series \$1.5 million for feature-length films \$500,000 for made-for-tv/streaming movies	No minimum requirement for production days	25% cash rebate	Accommodation Refunds	FY22 \$179.7M	Not Reported
New Mexico	2.118 million	\$160M	No Minimum spend. \$50,000 per episode (min 6 EPS) for series	No filming requirement.	25-35% refundable tax credit	N/A	FY22 \$855.4M	\$8.40

It is recommended that the Board approve the HIFFP as it would greatly benefit Miami-Dade County. Film incentive programs support economic development for a county by creating jobs, stimulating local spending, attracting investment, promoting tourism, and enhancing the county's overall appeal, which can lead to sustained growth and increased prosperity. The program will begin to position Miami-Dade as a global destination for major film and television production. Therefore, the County's economy will significantly benefit from a more aggressive and targeted robust strategy aimed at promoting the growth of the motion picture

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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and video production industry. It is projected per fiscal year, that HIFFP will generate an estimated 1,500 jobs, roughly 3,900 hotel night stays and a projected revenue of \$50,000,000.00 in Miami-Dade County. OFE has received several letters of support from industry stakeholders, copies of the letters are included as Attachment A.

Attachments



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor Amended
Veto _____ Agenda Item No. 8(L)(2)
Override _____ 12-12-23

RESOLUTION NO. **R-1085-23**

RESOLUTION CREATING THE MIAMI-DADE COUNTY HIGH IMPACT FILM FUND PROGRAM; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO IMPLEMENT THE PROGRAM AND ESTABLISH FUNDING GUIDELINES TO ATTRACT MAJOR TELEVISION SERIES AND MAJOR MOTION PICTURE PRODUCTIONS WITHIN THE COUNTY IN AN AMOUNT UP TO \$10,000,000.00 PER FISCAL YEAR; PROVIDING MINIMUM APPLICATION REQUIREMENTS AND PROCEDURES; PROVIDING FOR PROGRAM EVALUATION; AND APPROVING THE HIGH IMPACT FILM FUND REBATE AGREEMENT

WHEREAS, on April 4, 2023, the Board of County Commissioners (“Board” or “BCC”) 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 “Program”) to attract major television series and motion picture productions to Miami-Dade County and enhance the local economy; and

WHEREAS, Resolution No. R-316-23 also directed the County Mayor to identify and allocate sufficient legally available funds in the fiscal year 2022-2023 County budget to fund the Program; and

WHEREAS, sufficient funds were not available for allocation in the fiscal year 2022-2023 County budget, however, the County Mayor has identified an amount between \$5,000,000.00 and \$10,000,000.00, subject to available funds per fiscal year, to allocate towards the rebate of production funds for major television series and major motion pictures within Miami-Dade County; and

WHEREAS, a production must spend at least \$5,000,000.00 locally in order to be granted funds; and

WHEREAS, the expected return-on-investment is \$10.00 for every \$1.00 the County spends, thus a production that applies for and locally spends \$5,000,000.00 would be granted a rebate of \$500,000.00; and

WHEREAS, the County Mayor or County Mayor's designee would implement and operate the Program as prescribed herein; and

WHEREAS, the Program would require a production seeking County rebate funds to submit an application to the County Mayor or County Mayor's designee as determined by the County Mayor; and

WHEREAS, among other things, such application must indicate that 90 percent of the production that occurs within the State of Florida must occur in Miami-Dade County, 70 percent of hired vendors and contractors be Miami-Dade County registered businesses, and that the production would produce a return on investment of a minimum of \$10.00 of every \$1.00 provided in rebate funds; and

WHEREAS, upon proper and thorough review of applications, the County Mayor or County Mayor's designee will approve production projects and enter into rebate agreements for the funding of such high impact productions; and

WHEREAS, distribution of rebate funds will be subject to an audit of each production project and its corresponding documentation to ensure compliance with all guidelines and requirements of each respective rebate agreement,

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

Section 1. *Creation.* There is hereby created the Miami-Dade County High Impact Film Fund Program (the “Program”).

Section 2. *Purpose and Intent.* The purpose of the Program is to attract and retain major television series and motion picture productions that ultimately lead to investment in the local economy and create high wage job growth in Miami-Dade County, while showcasing Miami-Dade County as a premier location to work, live and play.

The Office of Film and Entertainment (“OFE”) conducted a year-long outreach tour to meet with producers, directors, studio executives, and other industry stakeholders. Analysis of the feedback collected concluded that the lack of major television series and motion picture productions in Miami-Dade County is due to the absence of competitive entertainment economic development programs. OFE is currently in discussions with major studios on projects that would invest millions of dollars in the local economy, while also creating and sustaining hundreds of high wage jobs. Without a competitive high impact film program, the County is at risk of losing major productions to other counties in Florida or other states. Per Film Florida, a non-profit entertainment industry association, due to major television series and films being shot in those areas rather than Miami-Dade County, over the last seven years the County has lost a projected \$800,000,000.00 of indirect spend which accounts for a loss of roughly 100,000 jobs.

The current Miami-Dade Film Incentive Program created in 2017 only incentivizes small to medium productions. It provides rebates of \$100,000.00 for productions spending at least \$1,000,000.00 or \$50,000.00 for productions spending at least \$500,000.00. The program’s impact has been limited since its launch and over the past five years few productions have been able to qualify or use the funds allocated.

Section 3. *Authority and Scope.* The County Mayor or County Mayor's designee is authorized and directed to implement and operate the Program. In doing so, the County Mayor or County Mayor's designee shall establish guidelines intended to attract and retain major television series and motion picture productions through the provision of rebates on expenditures in Miami-Dade County based on minimum Program requirements. Each production must complete an application for a determination of whether it meets the requirements of the Program. The County Mayor or County Mayor's designee is hereby delegated the authority to approve and enter into rebate agreements for the Program, in substantially the form attached hereto.

Section 4. *Projected Benefits.* The Program will lead to: (1) a stabilization of the exodus of support personnel, crews, talent and ancillary businesses that are involved with the production of television, film and other entertainment projects to other locations with financial support programs; (2) creation of new positions that support such new television, film and entertainment productions; and (3) a financial ripple effect that will ultimately benefit not only auxiliary businesses, but multiple segments of the Miami-Dade County economy.

Section 5. *Definitions.*

1. *Cast* – shall mean actors who appear in front of the camera or provide voices for characters in the film. Background extras are not to be considered cast.
2. *Below-the-line Crew* - shall mean a group of people hired by a production company for technical crew roles: workers who do not provide input, guidance, creative development, or leadership on the project. This shall exclude the main actors, director, screenwriter, producer, or other executives who begin their involvement during the project's development stage.
3. *Miami-Dade County Registered Business* – shall mean a business with a valid business tax receipt issued by Miami-Dade County, with a physical address within the geographic boundaries of Miami-Dade County that is leased or owned by the respective business, or a business that pays the 3% Convention Tax and/or the 3% Tourist Tax countywide to the Miami-Dade County Tax Collector's Office.

4. Production – 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.
5. Qualified Miami-Dade County residents – shall mean individuals demonstrating proof of residence, as determined by the County Mayor or County Mayor’s designee, in Miami-Dade County.
6. Vendors/Contractors – shall mean incorporated businesses hired by the Production. Vendors/contractors can include, but are not limited to, the following services: vehicular rentals, equipment rentals, hotel nights, rental and purchase of props and wardrobes, restaurants and catering, and private property rental fees, among others.
7. International Co-productions – shall mean productions that are co-produced by a United States-based production company and a foreign production company.

Section 6. *Application Procedure.* The County Mayor or County Mayor’s designee is directed to develop an application to be completed by any production seeking to film a major television or major motion picture film and entertainment production. Such application must be completed as determined by the County Mayor or County Mayor’s designee. The application may be administratively modified by the County Mayor or County Mayor’s designee from time to time, but must at a minimum incorporate the following requirements:

1. Production projects must register with OFE to begin the application process.
2. Require a minimum amount of spending of \$5,000,000.00 in Miami-Dade County.
3. Require a per project return of investment of at least \$10.00 for every \$1.00 provided by Miami-Dade County as part of the Program. Project return of investment shall be calculated by dividing the total of salaries paid to Miami-Dade County residents and amount paid to Miami-Dade County Registered Businesses hired as

- vendors/contractors for every dollar of support from Miami-Dade County.
4. Require that no less than 90 percent of the production that occurs within the State of Florida occur within Miami-Dade County.
 5. Require that no less than 70 percent of hired vendors/contractors be Miami-Dade County Registered Businesses for days produced in Miami-Dade County.
 6. Require that no less than 60 percent of qualified Miami-Dade County residents be hired as Below-the-line Crew for the days produced in Miami-Dade County. The remaining percentage may be Florida residents.
 7. Require that Miami-Dade County residents are 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 Production were a covered service contractor.
 8. Require that a Production showcase Miami-Dade County to the extent that the Production has a sense of place in Miami-Dade County as determined by OFE.
 9. Require that a Production hire two students and recent graduates from local colleges or universities as determined by OFE.
 10. Production must use Miami-Dade County studios and sound stages, and must have base production offices in the County.

Section 7. *Rebate Agreement.* In accordance with section 3 above, the County Mayor or County Mayor's designee has the delegated authority to enter into rebate agreements upon review and approval of a given application. The County Mayor or County Mayor's designee has the right to request clarification and/or additional information based on the application submitted, and further has the right to deny the application due to lack of sufficient information, failure to meet the minimum requirements and guidelines, or based on the production's scores and ranking as compared to other applicants. Applications will be scored based on the calculation of the submitted budget line items: total jobs created, qualified wages, qualified Miami-Dade vendors, hotel expenditures, qualified production expenditures, and a Miami-Dade-centric script. Additionally, higher consideration shall be given to international co-productions. The applications will be ranked by combined totals and the highest return on investment. Additional guidelines

and/or requirements may be negotiated and included by the County Mayor or County Mayor's designee on a case-by-case basis. The rebate may be up to twenty percent of the production's local spend and is subject to available funds.

The terms of the rebate agreement will be determined by the County Mayor or County Mayor's designee after reviewing each application. Only one rebate agreement is allowed per Production or its associated subsidiaries, distribution company, or network, except for a multi-year Production, like a television series with multiple seasons. Each year the rebate budget must be approved by the BCC. These annual rebates will be fully identified as part of the budget process, delineated in the final approved budget, and shall not require additional approval before the BCC.

Each rebate agreement must indicate that rebate funds are distributed only upon the completion of the Production and subject to an audit to ensure compliance with the guidelines of its respective rebate agreement.

Section 8. *Disbursement of Funds.* Any Production project seeking a rebate pursuant to an executed rebate agreement must submit documentation reporting its compliance with the guidelines of its respective executed rebate agreement. Documentation submitted to Miami-Dade County for the rebate must be audited by a certified public accountant prior to submittal at the sole expense of the Production. Staff designated by the County Mayor will review the audited documentation to further ensure compliance.

Section 9. *Program Evaluation.* The County Mayor or County Mayor's designee shall take steps to routinely assess the Program's ability to meet the stated purpose and intent as outlined in section 2 above and make Program modifications as necessary. The initial Program evaluation shall be made within five years of the Program's commencement and shall, at a minimum, be based on data from the previous four and a half years. Thereafter, the County Mayor or County Mayor's designee will track, on at least an annual basis, and make available upon request, Program

evaluation reports. The initial Program evaluation and all evaluations thereafter shall include, at a minimum:

1. Total number of rebate applications awarded;
2. Total return to the County for every \$1.00 provided under the Program;
3. Total number of Miami-Dade County residents hired;
4. Total number of jobs created with the pay rate indicated in Miami-Dade County Code Section 2-8.9;
5. Total number of students or recent graduates of local colleges and universities hired as a result of the Program; and
6. Percentage of hired vendors that are Miami-Dade County Registered Businesses.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. 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.

SMG

Sophia Guzzo

MIAMI-DADE COUNTY HIGH IMPACT FILM FUND PROGRAM

**REBATE AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND _____**

This Agreement (“Agreement” or “Rebate 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 _____ a for profit 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 rebate 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 rebate 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 and obtain a return of at least \$10 for every \$1 the County spends in rebates to major productions, has delegated the responsibility of administering this High Impact Film Fund Program 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 \$_____ (“Rebate”) 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) Spend at least \$_____, 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) At least 60 percent qualified Miami-Dade County residents be hired as crew for the days produced in Miami-Dade County. The remaining percentage may be Florida residents. 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 70 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.

(g) 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.

(h) At least 60 percent of a Production must be produced in Miami-Dade County and 60 percent of the production must occur in Miami-Dade County. Final proof will be calculated with final production calendar/production reports, film permits and other required documentation.

(i) If the Project has end credits, the FilMiami[®] 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 CD or downloadable format as proof that the logo provided by OFE was included in the end credits.

(j) The Project must employ at least 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

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

(l) 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.

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

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

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

Section 3. Payment of Rebate. The County has no obligation to pay the Rebate 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 rebate 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 rebates 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. 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 rebate. For purposes of this Agreement, the parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Project.

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

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

Section 8. Compliance with Laws. Grantee, its agents, officers, and principals shall abide by and be governed by all Applicable Laws necessary for the completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, all requirements of Chapter 119 of the Florida Statutes, Chapter 11A of the County Code (Anti-Discrimination), Chapter 21, Article 15 of the County Code (False Claims), Section 2-8.9 of the County Code and Section 2-11.1 of the County Code (Conflict of Interest).

All records 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.

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

Section 9. Termination.

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

(2) Termination of this Agreement by any Party is not effective until 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 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:
County Mayor
Miami-Dade County
111 NW 1st Street, Suite 2910
Miami, Florida 33128
Mayor@miamidade.gov

Grantee:
(production company name)
(production company contact)
(production company address)
(production company city, state and zip)

With a copy to:
Office of Film and Entertainment
111 NW 1st Street, 21st Floor
Miami, Florida 33128

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:

- A. Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
 - If applicable, should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable waters.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage, not to exclude Products and Completed Operations. 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

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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 a 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 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Witness/Attest:

By: _____

Witness/Attest:

Name: _____

Title: _____

Date signed: _____

STATE OF _____

SS:

COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2023, 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 _____, 2023.

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

FilMiami logo





August 2, 2023

Jeffery Greenstein
Local Film Producer
Millennium Media
15260 Ventura Blvd., Suite 1705
Sherman Oaks, CA 91403

Miami-Dade County
Office of the Mayor and Board of County Commissioners
Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, FL 33128

Subject: Letter of Support for the High Impact Film Fund Program

Dear Honorable Mayor Daniella Levine Cava, Chairman Oliver G. Gilbert, III, and Members of the Board of County Commissioners,

I am writing to express my wholehearted support for the proposed resolution creating the High Impact Film Fund Program in Miami-Dade County. As a local film producer deeply invested in our community, I firmly believe that this program will significantly enhance job creation and support economic development throughout the county. In fact, it is a necessary step to pave the way for the State of Florida to follow suit.

Miami-Dade County has long been a source of inspiration for countless filmmakers, myself included and I couldn't be happier coming back to my roots and supporting the continued growth of the community. The region's diverse landscapes, vibrant culture, and talented pool of professionals make it an ideal location for film and television productions. However, to fully unlock the potential of our local film industry, we need a dedicated program like the High Impact Film Fund to attract major projects and provide opportunities for emerging filmmakers.

The economic benefits of such a program are far-reaching. By encouraging more film projects to choose Miami-Dade County as their backdrop, the High Impact Film



Fund will stimulate spending in the local economy. From hiring local talent and crew members to collaborating with local businesses for essential services, the film industry's impact will reverberate throughout various sectors and will attract even more industry to follow.

Job creation is another crucial aspect of the High Impact Film Fund Program. As a film producer, I have witnessed firsthand the transformative power of the industry in providing employment opportunities for countless individuals. By nurturing our local talent pool and fostering a supportive environment, we can create a sustainable ecosystem that empowers aspiring filmmakers, existing filmmakers and contributes to the growth of our community.

Moreover, a thriving film industry in Miami-Dade County will boost its visibility on the global stage. High-profile film and television productions showcase the unique charm and character of our region, attracting tourists and visitors, further supporting local businesses, and contributing to the overall prosperity of the county. Having produced films with high caliber talent such as Sylvester Stallone, Ryan Reynolds, Jason Statham, Salma Hayek, Javier Bardem, Penelope Cruz, Amanda Seyfried, Samuel L. Jackson and many more, this platform will attract so much opportunity to Miami-Dade County and help to showcase the untapped potential locally, in a global way.

In conclusion, I am confident that the High Impact Film Fund Program will be a catalyst for growth, creativity, and economic development in Miami-Dade County. As a film producer deeply committed to our community, I wholeheartedly support the resolution and commend the Miami-Dade County Board of Commissioners for taking this initiative.

Thank you for your dedication to advancing our local film industry. I look forward to witnessing the positive impact of the High Impact Film Fund Program and being part of the creative journey it will inspire.

Sincerely,

Jeffery Greenstein
Local Film Producer
President, Millennium Media



The Official Accredited Destination Sales & Marketing Organization for Greater Miami & Miami Beach

July 12, 2023

Miami-Dade County
Office of the Mayor and Board of County Commissioners
Stephen P. Clark Government Center
111 N.W. First Street
Miami, FL 33128

Dear Honorable Mayor Daniella Levine Cava, Chairman Oliver G. Gilbert, III, and
Members of the Board of County Commissioners,

I am writing this letter of support for the resolution creating the High Impact Film Fund Program in Miami-Dade County, which will complement the incentive programs already in place that support small to medium film and television productions.

The Greater Miami Convention and Visitors Bureau, in its capacity as your official destination sales and marketing organization, recognizes the positive economic impact that local film incentives play in our community. Since most major cities are now incentivizing film production through local incentives, it is important to attract high economic impact projects through the High Impact Film Fund Program.

When major motion pictures, episodic television shows or commercials are filmed in Miami-Dade County, they promote Greater Miami and Miami Beach across the world. A more robust incentive program through the proposed High Impact Film Fund would create more jobs, support our local businesses, generate thousands of room nights, and attract more tourists to our destination.

We at the Greater Miami Convention & Visitors Bureau stand in full support of your efforts to increase Miami-Dade County's brand as a global destination for the film and entertainment industry.

Sincerely yours,

David Whitaker
President & CEO



MAKE-UP ARTISTS & HAIR STYLISTS

70 W. 36th Street, 4A
New York, NY 10018
(212) 627-0660
(800) 222-7985
Fax (212) 627-0664
www.Local798.net

Marco Giron
Chief of Film & Entertainment
Miami-Dade Office of Film & Entertainment
111 NW 1st Street, 21st Floor
Miami, FL 33128

Dear Mr. Giron,

I am writing to you today with support from IATSE Local 798 for the proposed increase to the Miami-Dade County Film Incentives Program which is on the agenda of the upcoming Miami-Dade County Board of County Commissioners. IATSE Local 798 represents more than 2200 members who work as Make-up Artists and Hair Stylists in the Motion Picture industry across 22 states, including Florida.

With Florida's diminished competition for market share in domestic major motion picture and television production, Local 798's members have experienced a lack of economic and professional opportunity in Florida. Many of our members have had to seek other work outside of their profession to survive. Many others have had to move away from their homes and families to find opportunities in other areas.

The proposed increase to the Miami-Dade County Film Incentives Program would provide a step in the right direction to strengthening local industry while benefiting the motion picture workers who live and work in Miami-Dade County, as well as all the ancillary businesses that support a thriving film community. It would also give those that have had to move outside of the state to return to the homes that they love and become tax paying citizens again in the great state of Florida and in particular, Miami-Dade county.

Motion Picture workers do not just live in Hollywood, CA – they live in Florida too and we are looking for your support. We ask that you share this letter with the Commissioners who will vote on this proposition as we stand with our kin across the industry in support of this much needed legislation.

Sincerely,

Samantha Reese

Business Representative
Local 798, IATSE
SReese@local798.net
770-855-0601
4220 International Pkwy., Suite 400
Atlanta, GA 30354

MDC0040



LOCAL 161
I. A. T. S. E.

Monday, July 10, 2023

MARCO GIRON

Chief of Film and Entertainment
Miami-Dade Office of Film and Entertainment

111 NW 1st Street, 21st Floor
Miami, Florida 33128

re: High Impact Film Fund Program

Dear Mr. Giron,

With a proposed increase to the Miami-Dade County Film Incentives Program on the agenda of the upcoming Miami-Dade County Board of County Commissioners, I am writing to state the support of IATSE Local 161 for this increase.

IATSE Local 161 represents more than 1600 members who work as script supervisors, production coordinators, travel coordinators and production accountants in the Motion Picture industry across 23 states, including Florida.

With Florida's diminished competition for market share in domestic major motion picture production, Local 161's members have experienced a lack of economic and professional opportunity in Florida. The proposed increase to the Miami-Dade County Film Incentives Program would provide a step in the right direction to strengthening local industry while benefiting the motion picture workers who live and work in Miami-Dade County, as well as all the ancillary businesses that support a thriving film community.

Motion Picture workers do not just live in Hollywood, CA – they live in Florida too and we are looking for your support. We ask that you share this letter with the Commissioners who will vote on this proposition as we stand with our kin across the industry in support of this much-needed legislation.

In Solidarity,

CYNTHIA O'ROURKE
Business Agent



(212) 977-9655



630 9th Ave #1103
New York, NY 10036

MDC0041



info@local161.org



**International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts**

MOTION PICTURE STUDIO MECHANICS LOCAL 477

3780 SW 30th Avenue, Fort Lauderdale, Florida 33312
Tel: 305/594-8585

July 7, 2023

Marco Giron, Chief of Film and Entertainment
Miami-Dade Office of Film and Entertainment
111 NW 1st Street, 21st Floor
Miami, Florida 33128

re: High Impact Film Fund Program

Dear Marco:

It is my understanding and hope that further discussion of proposed improvements to the Miami Dade County film incentives program will be added to the agenda of the next meeting of the Miami Dade County Board of County Commissioners. If so, on behalf of the approximately two hundred I.A.T.S.E. Local 477 members who live in Miami Dade County, I wish to reiterate our support of the resolution currently pending to increase the resources available to this program.

My union represents professional filmworkers throughout the state of Florida, the people who work in all the behind-the-camera facets of the production process. Our career aspirations and livelihood have been severely diminished by decisions made at the state level to no longer compete in the domestic marketplace for major motion picture production. We now turn to your county, its commissioners and staff, for recourse and hope.

Every Miami Dade County resident who makes a living from the motion picture industry, whether members of my Local or not, is acutely aware of how important this proposal is to all of us. Kindly pass along this request for support to the commissioners who will vote on this legislation, for it is they who have the ability to shape our careers for many years to come. We respectfully request that they consider their vote on this critical legislation with great care and empathy for the hardworking filmworkers of their county.

Please do not hesitate to reach out anytime I can be of assistance.

With best regards,

Chris Ranung, president

MDC0042



August 23, 2023

Mediapro US Production Services, LLC
7294 NW 74th Street
Miami, Florida 33166

Miami-Dade County
Office of the Mayor and Board of County Commissioners
Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, FL 33128

Subject: Letter of Support for the High Impact Film Fund Program

Dear Honorable Mayor Daniella Levine Cava, Chairman Oliver G. Gilbert, III, and
Members of the Board of County Commissioners,

I am writing on behalf of Mediapro US Production Services, LLC, a local company operating studio space and offering various production and production-related services in Miami-Dade County, to express our enthusiastic support for the proposed resolution creating the High Impact Film Fund Program. We firmly believe that this program has the potential to significantly enhance job creation and support economic development throughout the county.

As a prominent media production company in Miami-Dade, we recognize the importance of creating an environment that fosters the growth of the local film industry. The establishment of the High Impact Film Fund Program will not only attract major film projects but also encourage more independent productions to explore the artistic and diverse backdrop that our county offers.

The potential economic impact of this program is immense. When major film and television projects choose Miami-Dade County as their location, it leads to increased spending in the local economy. This includes hiring local talent, utilizing local businesses

MDC0043



for essential services, and investing in various industries directly and indirectly related to the production process.

Moreover, the High Impact Film Fund Program will pave the way for job opportunities for our talented workforce. It will create employment prospects for actors, crew members, production staff, and various other professionals involved in the film industry. Additionally, by nurturing local talent, we can build a stronger and more sustainable creative community that will continue to thrive long after the projects are completed.

Mediapro fully supports the mission of the High Impact Film Fund Program to bolster the creative and economic growth of Miami-Dade County. We are committed to actively participating in the program and working closely with the county and fellow stakeholders to ensure its success.

We believe that the collaboration between the county and the film industry will result in a mutually beneficial partnership. By supporting the High Impact Film Fund Program, Miami-Dade County will gain recognition as a premier destination for film and television productions, attracting more projects in the future and boosting tourism and local business growth.

In conclusion, Mediapro wholeheartedly supports the resolution creating the High Impact Film Fund Program. We commend the efforts of the Miami-Dade County Board of Commissioners in fostering an environment that promotes creativity, innovation, and economic prosperity.

Thank you for your dedication to the development of our local film industry. We eagerly await the passing of the resolution and the opportunity to contribute to the growth and success of Miami-Dade County.

Sincerely,

Irantzu Diez-Gamboa

President
Mediapro US Production Services, LLC



August 23, 2023

John Davis, CEO
David Entertainment
100 West Broadway 1M
Long Beach, NY 11561

Miami-Dade County
Office of the Mayor and Board of County Commissioners
Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, FL 33128

Subject: Letter of Intent to Produce a Major Film Project in Miami-Dade County

Dear Honorable Mayor Daniella Levine Cava, Chairman Oliver G. Gilbert, III, and
Members of the Board of County Commissioners,

I am writing on behalf of Davis Entertainment to express our enthusiastic interest in producing a film project in Miami-Dade County. We are excited to learn about the proposed resolution creating the High Impact Film Fund Program, and we would like to formally state our intent to participate in this program if it passes in September.

As a leading entertainment company with a long-standing legacy in producing high-quality films and television shows, Davis Entertainment has a strong commitment to exploring diverse locations that offer unique and captivating backdrops for our projects. Miami-Dade County, with its vibrant culture, breathtaking scenery, and dynamic communities, perfectly aligns with the vision for our films.

Our intent is to leverage the benefits offered by the High Impact Film Fund Program to create a compelling cinematic experience that will not only entertain audiences worldwide but also contribute significantly to the local economy and promote the artistic and creative spirit of Miami-Dade County.

If the resolution passes, we intend to allocate a substantial budget for this project, which will translate into a boost for the local film industry. The project will generate job opportunities for local talent, including actors, crew members, and various production personnel. Additionally, we plan to collaborate with local businesses for essential services and support, further reinforcing the economic impact of our venture.

Our commitment to producing this film project in Miami-Dade County extends beyond its economic benefits. We envision a meaningful partnership with the community to ensure that our film positively reflects the cultural richness and diversity of the area. We are also keen on engaging in outreach and educational initiatives, including workshops, internships, and mentorship programs, to nurture the next generation of filmmakers and storytellers in the region.

In conclusion, we firmly believe that Miami-Dade County has all the elements necessary to be an integral part of our upcoming film project. We eagerly await the decision on the resolution creating the High Impact Film Fund Program and hope to move forward with the production process as soon as possible.

Thank you for considering our letter of intent. We look forward to the possibility of creating a remarkable film in Miami-Dade County that will leave a lasting impact on audiences worldwide.

Should you require any additional information or have any questions, please do not hesitate to contact us at 516-632-8453.

Sincerely,

John Davis, CEO
Davis Entertainment

Paramount



Adam Morra
Paramount Global
1515 Broadway
New York, NY 10036

Miami-Dade County
Office of the Mayor and Board of County Commissioners
Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, FL 33128

Dear Honorable Mayor Daniella Levine Cava, Chairman Oliver G. Gilbert, III, and
Members of the Board of County Commissioners,

Paramount Global expresses strong interest in producing a television series in Miami-Dade County. We are thrilled to learn about Miami-Dade County's interest in attracting film and television production, including through the creation of the High Impact Film Fund Program.

Film incentives are a necessary part of budgeting in the current television and film industry, and they are a key component of every green-light production decision at Paramount. As a result, Production Finance executives must seek out the most cost-efficient jurisdiction in which to film and produce a project before the final decision on whether the project goes forward is made.

Paramount has a long history in the film and television industry, and we have extensive experience at helping local municipalities reap the benefits of hosting productions in their localities. Put it simply, when we film on location, we create jobs both on the set for local film professionals and skilled tradesmen, but also for many local businesses such as caterers, florists, dry cleaners who also contribute to the production. A recent study by the University of Montana¹ quantified the economic impact on the Montana economy

¹ *The Economic Contributions of the Film Industry in Montana: The Production of Yellowstone* Bureau of Economic Research, University of Montana; April 2022.

Paramount



of the filming of Season 4 of *Yellowstone*. The study found that five months of filming of the show from October 2020 through February 2021, led to the creation of 527 jobs that otherwise would not have existed (not including the extras hired for the show); Montana households received an additional \$25.3 million in annual income; Montana businesses and non-business organizations realized \$85.8 million in additional gross receipts; and annual revenues of the state government increased by \$10.6 million.² This level of economic activity was made possible by \$16.5 million in tax incentives provided by the State of Montana.

Miami-Dade County's vibrant culture and scenic beauty align perfectly with our vision for this new television project, which we expect to be centered around the world of finance and private aviation. If Miami-Dade County were able to support the production through vehicles such as the High Impact Film Fund and other appropriate economic incentive programs, at a level commensurate with other jurisdictions, such as Montana, New York or Colombia, then Miami-Dade will be strongly considered as the ideal location for this television series. This television project would produce hundreds of jobs and millions of dollars of investment in the county, as our productions have done in other municipalities in which we film. Moreover, we would be prepared to work with the local academic institutions including Miami-Dade College, the University of Miami, Florida International University, as well as Miami-Dade County Public Schools to ensure that students in Miami receive the training and internships necessary to enter and succeed in this exciting industry.

We look forward to the possibility of creating an exceptional cinematic experience in Miami-Dade County and await further developments on how we can work together to make this a reality.

Thank you for your consideration.

Sincerely,

² *Id.* at 2-3.

Paramount



Adam Morra, JD, CPA

Vice President, Production Planning and Finance

Paramount Global



MDC0049