

## **MEMORANDUM**

Agenda Item No. 8(I)(3)

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

**DATE:** July 6, 2023

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving the terms of agreements with private businesses participating in Project Green Light Miami-Dade; authorizing the County Mayor to execute said agreements, for a term of three years with two three-year options to renew, and exercise all provisions contained therein; authorizing the County Mayor to expend up to \$300,000.00 in funding allocated in the Peace and Prosperity Plan for Project Green Light Miami-Dade; and authorizing the County Mayor to expend certain future funding allocated to Project Green Light Miami-Dade in the manner described herein

Resolution No. R-603-23

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The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



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Geri Bonzon-Keenan  
County Attorney

GBK/uw

# Memorandum



**Date:** July 6, 2023

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

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Resolution Approving the Terms of and Authorizing the County Mayor or County Mayor's Designee to Execute Agreements with Private Businesses Participating in Project Green Light Miami-Dade; and Authorizing Expenditure of Previously Allocated Funds in the Amount of \$300,000 and Certain Future Allocated Funds

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## **Executive Summary**

Project Green Light Miami-Dade (PGLMD) is a program allowing the Miami-Dade Police Department to receive live video feeds from cameras operating in local businesses. This resolution approves the terms of agreements with private businesses participating in Project Green Light Miami-Dade (PGLMD) and authorizes the County Mayor or the County Mayor's designee to expend funds allocated in the Peace & Prosperity Plan for PGLMD. Said funds shall be used to cover costs associated with the purchase and installation of cameras and software as well as one year of cloud storage for certain qualifying businesses participating in PGLMD. The resolution also authorizes the County Mayor or the County Mayor's designee to execute agreements between the County and businesses participating in PGLMD and exercise all provisions contained in such agreements, including two three-year options to renew. Businesses participating in PGLMD will either (a) receive hardware and software, as well as installation of same and one year of free cloud storage (collectively, "resources"), from the County and execute Exhibit A or (b) provide all necessary resources for participation in the program, at their own expense, and execute Exhibit B. The agreements shall be for a three-year term, unless terminated earlier. This resolution further approves the expenditure of previously allocated funds, in the amount of \$300,000, to cover costs associated with the aforementioned resources. This resolution also approves the expenditure of certain future funding allocated to Project Green Light via the Anti-Gun Violence and Prosperity Initiatives Trust Fund and other non General-Fund sources including but not limited to State and Federal allocations and public and private grants. Any such funding shall be used to cover costs associated with the above-mentioned resources.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve this resolution authorizing the County Mayor or County Mayor's designee to execute agreements with businesses participating in PGLMD. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to use funding approved by the Board in Resolution Nos. R-577-21 and R-649-22 allocated in the Peace & Prosperity Plan for PGLMD to cover costs associated with the purchasing and installation of cameras and software for certain business to participate in PGLMD. In addition, it is recommended that the Board authorize the County Mayor or County Mayor's designee to exercise all provisions contained in such agreements, provided that the provisions therein are consistent with PGLMD's purpose of deterring, identifying, and solving crime through the installation of high-definition cameras that provide audio and video streaming from participating businesses to the Miami-Dade Police Department's (MDPD) Real-Time Crime Center. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to expend certain future

funding allocated for PGLMD to cover costs of resources necessary for certain businesses to participate PGLMD.

**Scope**

The impact of this item is Countywide.

**Delegation of Authority**

The County Mayor or County Mayor's designee is authorized to expend funds allocated for PGLMD from the Peace & Prosperity Plan to cover costs of all resources necessary for certain businesses to participate in PGLMD. The County Mayor or County Mayor's designee is further authorized to execute agreements in substantially the form attached to the resolution as Exhibits A and B, with businesses participating in PGLMD, as well as exercise any provisions contained therein. The County Mayor or County Mayor's designee is also authorized to extend the term of the agreement, for two additional three-year terms. The County Mayor or County Mayor's designee is further authorized to expend future funding allocated for PGLMD to cover costs of resources necessary for certain businesses to participate PGLMD.

**Fiscal Impact/Funding Source**

PGLMD is supported through funding allocated in the Peace & Prosperity Plan and authorized in Resolution Nos. R-577-21 and R-649-22. As such, there is no additional fiscal impact to the County.

**Track Record/Monitor**

To ensure compliance with PGLMD, Assistant Director Gustavo Knoepffler, of the MDPD's Fiscal & Departmental Services, and Major Joel Bello, of the MDPD's Homeland Security Bureau, or other supervisory personnel will track and monitor the agreements.

**Background**

In an effort to respond more expeditiously to criminal activity, police jurisdictions around the country have launched partnerships with local business to install high quality cameras that stream live feeds directly to the local police department's real-time crime center. The programs also require robust lighting, strategic camera placement, and conspicuous signage to warn would-be criminals of the cameras and the program. The police departments periodically monitor live streams, actively utilize the cameras during in-progress crimes to assist responding officers, and review recorded footage to aid in investigations and gather evidence.

After implementing such a program, the City of Detroit reported a significant decrease in police calls to businesses participating in the program, and a safer, more inviting atmosphere at such locations. Miami-Dade County looks to replicate the success of such programs to help reduce crime, enhance evidence and tools available to law enforcement for solving crimes, and generally make Miami-Dade County safer.

On June 8, 2021, this Board approved Resolution No. R-577-21 which allocated \$300,000 to support PGLMD via the Peace & Prosperity Plan for fiscal year 2021-2022. On July 7, 2022, this Board approved the Year 3 Peace & Prosperity Plan via Resolution No. R-649-22 which included an allocation of \$200,000 as carryover from fiscal year 2021-2022 to support PGLMD for fiscal

year 2022-2023. The PGLMD planned expenditures (\$100,000) did not come to fruition in fiscal year 2022-2023, thus this resolution authorizes the expenditure of the original project allocation of \$300,000 to support certain businesses, specifically small businesses located in high crime areas, by subsidizing the cost of equipment and services necessary for participation in PGLMD as well as the execution of agreements with participating businesses for the administration of the program.

To qualify for the equipment and services support, participating businesses must (1) be located and operating in the Miami-Dade County Unincorporated Municipal Service Area, (2) employ fewer than 25 employees/independent contractors, (3) have been in continuous operation for at least two years, (4) have an annual gross revenue of less than \$2 million per year for the past two years, and (5) be owned by individuals whose credit scores are greater than 575 and who have not filed for bankruptcy or had any property foreclosures within the last three years.



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Alfredo "Freddy" Ramirez, III  
Chief of Safety and Emergency Response



# MEMORANDUM

(Revised)

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

**DATE:** July 6, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(I)(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
- ☐ 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  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(I)(3)  
7-6-23

RESOLUTION NO. \_\_\_\_\_ R-603-23

RESOLUTION APPROVING THE TERMS OF AGREEMENTS WITH PRIVATE BUSINESSES PARTICIPATING IN PROJECT GREEN LIGHT MIAMI-DADE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENTS, FOR A TERM OF THREE YEARS WITH TWO THREE-YEAR OPTIONS TO RENEW, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND UP TO \$300,000.00 IN FUNDING ALLOCATED IN THE PEACE AND PROSPERITY PLAN FOR PROJECT GREEN LIGHT MIAMI-DADE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND CERTAIN FUTURE FUNDING ALLOCATED TO PROJECT GREEN LIGHT MIAMI-DADE IN THE MANNER DESCRIBED HEREIN

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

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

**Section 1.** Approves and incorporates the foregoing recital herein by reference.

**Section 2.** Approves the terms of agreements between Miami-Dade County and certain privately owned businesses participating in Project Green Light Miami-Dade, in substantially the forms attached hereto and incorporated herein as Exhibit A, for execution by businesses which will receive hardware and software, as well as installation of same and one year of free cloud storage (collectively, "resources"), from the County, and Exhibit B, for execution by businesses which will provide all necessary resources for participation in the program, at their own expense.

**Section 3.** Authorizes the County Mayor or County Mayor’s designee to execute the agreements described in section 2 above and exercise the two three-year options to renew and other provisions set forth therein.

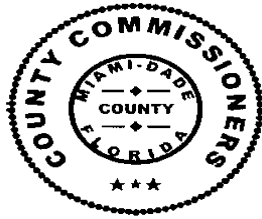
**Section 4.** Authorizes the County Mayor or County Mayor’s designee to expend up to \$300,000.00 in funding authorized in Resolution Nos. R-577-21 and R-649-22 and allocated in the Peace and Prosperity Plan for Project Green Light Miami-Dade. Such funding shall be used to provide the resources described in section 2 above to certain businesses participating in Project Green Light Miami-Dade.

**Section 5.** Authorizes the County Mayor or County Mayor’s designee to expend any future funding allocated to Project Green Light Miami-Dade via the Anti-Gun Violence and Prosperity Initiatives Trust Fund and other non-General Fund sources including but not limited to State and Federal allocations and public and private grants. Such funding shall be used in the manner described in section 2 above to certain businesses participating in Project Green Light Miami-Dade.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of July, 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.

A handwritten signature in black ink, appearing to be "SAG", is written over a horizontal line.

Shanika A. Graves



**AGREEMENT BETWEEN MIAMI-DADE COUNTY AND  
PARTICIPATING BUSINESS RECEIVING RESOURCES FOR  
PROJECT GREEN LIGHT MIAMI-DADE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Miami-Dade County (hereinafter referred to as “MDC”), through the Miami-Dade Police Department, and \_\_\_\_\_ (hereinafter referred to as “Participating Business”) with a principal place of business located at \_\_\_\_\_ (hereinafter referred to as “premises”) for Project Green Light Miami-Dade. MDC and the Participating Business are individually referred to as a “Party” and jointly as “Parties.”

WHEREAS, historical data indicates a sizable amount of criminal activity in Miami-Dade County takes place at businesses open late into the evening. Although police response time is quick, the criminal actors are often gone by the time officers arrive. Additionally, existing cameras at businesses, if any, may not capture useful images or footage of the crimes or the suspects, and the recordings may not be available to detectives for hours or days; and

WHEREAS, the City of Detroit, Michigan, has launched partnerships with local business to install high quality cameras at certain business locations which can stream live feeds directly to the local police department’s real-time crime center. The program also requires robust lighting, strategic camera placement, and numerous signs to warn would-be criminals of the cameras and the program. The Detroit Police Department periodically and randomly monitors the cameras and supports the program through a media campaign; and

WHEREAS, the City of Detroit has seen a significant decrease in police calls to businesses that participate in the program, and a safer, more inviting atmosphere at said locations; and

WHEREAS, Miami-Dade County looks to replicate the success of the Detroit Project Green Light program to help reduce crime, enhance evidence and tools available to law enforcement for solving crimes, and generally make Miami-Dade County safer, more prosperous, and an even better place to live, work, and visit; and

WHEREAS, Participating Business voluntarily agreed to take part in Project Green Light Miami-Dade for its benefit as well as for increased safety in the community it serves; and

WHEREAS, with the foregoing goals in mind, the Parties enter this Agreement outlining their collaborative relationship in and for Project Green Light Miami-Dade.

## **ARTICLE I**

### **RESPONSIBILITIES OF THE PARTICIPATING BUSINESS**

**1.1. Cameras.** MDC will purchase and arrange the installation of at least four network-based (i.e., “IP”) surveillance cameras (“cameras”). Each camera will have a removable storage medium, which shall not be removed, or otherwise caused to be removed by the Participating Business. Cameras must meet the minimum requirements and specifications provided herein. Notwithstanding the above, MDC may, at any time, alter the minimum requirements and specifications related to the cameras, including, but not limited to, the required number of cameras to be maintained. During the initial year of the Agreement, MDC will cover the costs for routine maintenance and repairs, as determined by MDC in its sole discretion, for the cameras, if any. After the initial year of the Agreement, Participating Business shall be responsible for all costs and expenses for maintenance and repairs. At all times, the Participating Business, at its sole cost and expense, shall exercise reasonable efforts to maintain and protect the cameras from damage and neglect. Cameras that, in MDC’s sole determination, have been damaged due to the Participating Business’ failure to maintain and/or protect them shall be repaired or replaced by the Participating Business at its sole cost and expense.

**a. Coverage.** MDC will determine the position for all cameras. Cameras positioned outdoors will: (1) cover all areas generally accessible to the public on and near the Participating Business’ property; and (2) be positioned to legibly capture the license plates of automobiles passing through the Participating Business’ property; and (3) not be located near obstructions such as light sources or hanging signs. At a minimum, at least one indoor camera must be positioned to directly face each regularly used entrance of the Participating Business from the inside.

**b. Resolution and Visibility.** All cameras will produce clear videos with a resolution of at least 1080p. All cameras will possess wide dynamic range capabilities and support both normal and low light environments.

**c. Durability.** All cameras will be encompassed by IP66-rated encasing.

**d. Hardware.** All cameras will feature wired network connection capabilities, physical slots for digital storage cards, and edge storage capabilities. All cameras will meet additional specifications as determined by MDC.

**e. Brand and Model.** All cameras will be manufactured by brands compatible with MDC's surveillance software provider. All camera brands and models will be approved by MDC.

**1.2. Network.** The Participating Business must provide a high-speed internet connection, capable of consistently producing upload speeds at all times of at least ten (10) megabytes per second, at its sole cost and expense. MDC shall provide an approved network switch to connect the cameras to the internet. During the initial year of the Agreement, MDC shall cover the cost for routine maintenance and repairs, as determined by MDC in its sole discretion, for the network switch, if any. After the initial year of the Agreement, Participating Business shall be responsible for all costs and expenses for routine maintenance and repairs. At all times, the Participating Business at its sole cost and expense, shall exercise reasonable efforts to protect the network switch from damage and neglect. Additionally, the Participating Business shall authorize its internet vendor to provide information and account review access to MDC. A network switch that, in MDC's sole determination, has been damaged due to the Participating Business' failure to maintain and/or protect it shall be repaired or replaced by the Participating Business at its sole cost and expense.

**1.3. Local Digital Storage.** The Participating Business shall ensure that at least 30 days of footage from all cameras is stored on a physical storage medium ("local digital storage") such as a Secure Digital (SD) or Secure Digital High Capacity (SDHC) card on premises. The Participating Business shall provide MDC with any and all video footage preserved in local digital storage upon MDC's request.

**1.4. Cloud Subscription.** The Participating Business shall continuously provide a cloud-based subscription service ("cloud storage") to connect the cameras to MDC's surveillance software provider. No less than 30 days of recorded footage from each camera shall be preserved in cloud storage. MDC shall pay for the cloud storage during the initial year of the Agreement. Thereafter, the Participating Business shall continuously provide the cloud storage at its sole cost and expense. The Participating Business shall

provide MDC with any and all video footage preserved in cloud storage upon MDC's request. Additionally, the Participating Business shall authorize its vendor to provide information and account review access to MDC.

**1.5. Lighting.** Participating Business shall continuously maintain adequate external lighting at its sole cost and expense. The lighting shall, at all times, meet the following minimum requirements, standards, and specifications, unless otherwise agreed to by the Parties:

- a. Illumination Generally.** The Participating Business' external lighting will fully and continuously illuminate the premises, especially areas that are generally accessible to the public in accordance with the footcandle requirements set forth under subsection (b) below; provided, however, that the illumination requirements set forth under subsection (b) may, if a variance is requested and with the consent of all Parties, be modified by Appendix A to this Agreement. The Participating Business' external lighting shall provide sufficient illumination so that all cameras produce clear videos with discernible images at all times of the day and night.
- b. Illumination Requirements.** The Participating Business shall be designated, in the sole discretion of MDC, a "Gas Station", a "Small Parking Lot Participating Business," or a "Large Parking Lot Participating Business." A "Small Parking Lot Participating Business" is an establishment that has an uncovered parking area of less than 20 parking spots. A "Large Parking Lot Participating Business" is an establishment that has an uncovered parking area of 20 or more parking spots. Depending on its designation, the Participating Business shall ensure that, in all outdoor areas frequented by members of the public, its external lighting averages a horizontal illuminance level, at grade, according to the following standards:
  - 1. For a "Gas Station," at least 20 footcandles in all outdoor areas.
  - 2. For a "Small Parking Lot Participating Business," at least 15 footcandles. The 15 footcandle requirement is limited to the parking area; the entrance area must maintain a 20 footcandle footprint.
  - 3. For a "Large Parking Lot Participating Business," at least 10 footcandles. The 10 footcandle requirement is limited to the parking area; the entrance area must maintain a 20 footcandle footprint.

External lighting at all other property areas will average a horizontal illuminance, at grade, of at least five footcandles, including at the Participating Business' property line.

If the Participating Business believes that its establishment maintains adequate lighting that does not meet the illumination requirements outlined in this subsection, it may request a variance from MDC. MDC, in its sole discretion, shall determine whether to grant said variance.

- c. **Other.** The Participating Business' external lighting shall meet current ASHRAE/IESNA 90.1 standards or other applicable standards as approved by MDC. The Participating Business' external lighting will be composed of components listed on the DesignLights Consortium Qualified Products List. The light uniformity ratio on the Participating Business' property will be no greater than 4:1.

**1.6. Electrical.** The Participating Business shall provide electricity, at its sole cost and expense, for the continuous operation of all cameras and external lighting at the premises.

**1.7. Signs and Green Light.** MDC shall pay for and install the following external signs and fixtures:

- a. **Green Light.** One green light (flashing or steady glow) shall be placed externally in a location visible from passerby vehicles on the nearest roadway 24 hours a day. For multi-unit residential facilities, a single green light is allowed. Multiple lights must be approved by MDC. The green light requirements may, if a variance is requested and with the consent of all Parties, be modified by Appendix A to this Agreement. The Participating Business shall exercise reasonable efforts to maintain and reasonably protect the green lights from damage and neglect, at its sole expense and cost. Green lights that have been damaged due to the Participating Business' failure to maintain and/or protect them shall be repaired or replaced by the Participating Business at its sole cost and expense.
- b. **Wall Sign.** At a minimum, one aluminum sign shall be affixed to the Participating Business' exterior wall in a location prominently visible to the public. The sign will measure 18" by 24" and feature the "Project Green Light Miami-Dade" logo. MDC, in its sole discretion, may determine additional signs are necessary for larger

locations. The Participating Business, at its sole cost and expense, shall maintain and exercise reasonable efforts to protect any wall sign from damage and neglect. Wall signs that have been damaged due to the Participating Business' failure to maintain and/or protect them shall be repaired or replaced by the Participating Business at its sole cost and expense.

1. At a minimum, one exterior wall sign will be required at locations MDC determines, in its sole discretion, to be a plaza. MDC shall determine the number of wall signs necessary for the plaza based on the plaza's size. Generally, a plaza with more than four store fronts will require one wall sign at each end.
2. Illuminated Corridor Signs, not aluminum wall signs, will be utilized in corridors. MDC, in its sole discretion, shall determine the number and placement of all corridor signs.

**c. We Care Sign.** One aluminum "We Care" sign shall be affixed to the Participating Business' exterior wall in a location prominently visible to the public. The sign will measure 18" by 24" and feature the "We Care" language and graphic. The Participating Business, at its sole cost and expense, shall maintain the "We Care" sign. "We Care" signs that have been damaged due to the Participating Business' failure to maintain and/or protect them shall be repaired or replaced by the Participating Business, at its sole cost and expense.

**d. Door Decals.** At a minimum, one window decal shall be affixed to each side of all doors commonly used to enter and exit the premises. The decals will measure 5" by 5" or 7" by 22" and feature the "Project Green Light Miami-Dade" logo. The Participating Business, at its sole cost and expense, shall repair and/or replace damaged door decals.

**1.8 Permitting Fees.** MDC shall incur all expenses for permitting, including fees, if any, for the initial installation of Project Green Light Miami-Dade equipment.

**1.9. Access to live camera feeds.** The Participating Business shall allow MDC to access live video footage from all cameras remotely, at all times.

**1.10. Clear View.** The Participating Business shall ensure the view into its windows and doors are not obstructed by objects, fixtures, or signs such that there shall be a clear view into, and out of, the Participating Business, as determined by MDC. The Participating

Business shall also ensure that the camera lenses are not obstructed by objects, fixtures, or signs.

**1.11.** The Participating Business is responsible for any and all costs and expenses incurred due to program changes or equipment updates and ensuring compliance with all operational requirements for Project Green Light Miami-Dade, as may be revised.

**1.12.** MDC may, in its sole discretion, revise the technical specifications outlined in Articles 1.1, 1.2, 1.3, 1.4, or 1.5 of this Agreement, at any time. If MDC concludes that such technical specifications warrant revision, MDC shall provide the Participating Business with the revised specifications as determined by MDC. The Participating Business, at its sole cost and expense, shall implement the revised specifications within 30 days of receipt from MDC.

**1.13.** If the Participating Business fails to comply with any of the provisions of this Article, MDC shall provide notice, as provided in Article 3.2, of the deficiency to the Participating Business. The Participating Business shall have a correction period of 15 days from receipt of the notice via certified mail to correct the deficiency. If the Participating Business does not correct the deficiency by the end of the correction period, MDC may, in its sole discretion, immediately terminate this Agreement and the Participating Business' participation in Project Green Light Miami-Dade.

## **ARTICLE II**

### **SURVEILLANCE AND VISITS**

**2.1. Monitoring.** MDC, in its sole discretion, shall periodically monitor the Participating Business' cameras. A Participating Business should call 9-1-1 for police service in the event of an emergency or other exigent circumstance. If a Participating Business calls 9-1-1 for police service, MDC shall use best efforts to monitor the Participating Business' cameras until the premises are deemed secure. This Agreement does not obligate MDC to monitor the Participating Business' cameras at any specific time and/or for any specific duration. A Participating Business should not expect monitoring at any given time and nothing in this Agreement should be construed as a representation that MDC will be monitoring the Participating Business' cameras.

**2.2. Visits.** MDC, in its sole discretion and based on the totality of circumstances, may coordinate visits that may encompass, but are not limited to, the following: entering into

the Participating Business, patrolling parking lots and other parts of the Participating Business' property, engaging patrons, and working with Participating Business employees for the purpose of furthering public safety. The participating Business shall also allow MDC to store a logbook on the premises for the purpose of recording such visits.

### **ARTICLE III**

#### **TERM AND TERMINATION**

**3.1. Term and Termination.** This Agreement shall be for a term of three years with two options to renew for additional three-year terms. MDC shall review this Agreement annually and provide the Participating Business with notice, as provided in Article 3.2, of any proposed amendments thereto. At such time, the Participating Business shall have the opportunity to accept or reject said amendments. No amendments may be made to this Agreement unless memorialized in a written agreement executed by both Parties. If any such amendments are rejected and the Parties are unable to agree on terms, this Agreement shall be terminated at such time. This Agreement shall become effective on the last day of execution by the Parties and remain in effect for the duration of the term, or until terminated by either Party, superseded by an amendment, or otherwise not permitted by law. Either Party may terminate this Agreement without cause by providing 30 days written notice to the other Party. If MDC, in its sole discretion, determines the Participating Business has materially breached this Agreement by failing to abide by the terms herein; is acting in bad faith; or is not in compliance with applicable laws, rules, or regulations, this Agreement may be terminated immediately. A material breach may include, but is not limited to, the Participating Business' failure to: (a) repair or maintain the cameras or other equipment necessary for the program, (b) maintain high speed internet service, (c) repair or maintain Project Green Light Miami-Dade signage or green light, or (d) preserve the video footage for the required 30 days. In the event this Agreement is terminated, the Participating Business shall immediately remove any and all signage or decals affiliated with "Project Green Light Miami-Dade," including the light(s) and sign(s) or decals as described under Article I of this Agreement.

Participating Businesses that elect to terminate this Agreement without cause, or that materially breach this Agreement, as defined in this Article 3.1 and therefore cause a termination of the Agreement shall also be subject to the following conditions:



- a. If the termination occurs within the first year of the Agreement, the Participating Business shall reimburse MDC the value of the equipment received less a prorated amount for the remainder of the year, as determined by MDC in its sole discretion.
- b. The Participating Business and its respective owners, shareholders, and operators shall no longer qualify for any grants, loans, or other business incentives offered by MDC for a period of 10 years.

**3.2. Notices.** All notices or communications required under or related to this Agreement shall be made via email and certified U.S. mail to the principal administrative contacts identified below:

For MDC:

Project Green Light Miami Dade  
 c/o PGLMD Project Manager  
 Project Manager  
 Real-Time Crime Center  
 Homeland Security Bureau  
 11500 NW 25 Street  
 Doral, Florida 33172  
[pglmd@mdpd.com](mailto:pglmd@mdpd.com)

For Participating Business:

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Any such notice or communication regarding this Agreement shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three days after such notice or communication is mailed by certified U.S. mail, or (iii) the day such notice or communication is sent electronically, provided that the sender has proof of such electronic transmission. A Party may, for purposes of this Agreement, change its principal administrative contact, address, or email address by giving notice of such change to the other Party pursuant to this Article 3.2 within 10 days of such change.

## ARTICLE IV

### EQUIPMENT

**4.1 Qualifications.** Equipment for participation in Project Green Light Miami-Dade is available to Participating Businesses, who at the time of executing this Agreement:

- a. Are located and operating in the Miami-Dade County Unincorporated Municipal Service Area;
- b. Employ fewer than 25 employees/independent contractors;
- c. Have been in continuous operation for at least two years;
- d. Have an annual gross revenue of less than \$2 million per year for the past two years; and
- e. Are owned by individuals whose credit scores are greater than 575 and have not filed for bankruptcy or had any property foreclosures within the last three years.

**4.2 Equipment.** Participating Businesses shall receive the following equipment, materials, and services up to a total value of to \$10,000:

- a. Up to four cameras with storage cards;
- b. One green flashing light;
- c. One Project Green Light Miami-Dade wall Sign and one “We Care” sign;
- d. One door decal for every public entrance;
- e. One network switch;
- f. Installation costs for all required equipment;
- g. Permit fees for installation of equipment; and
- h. Cloud storage and licensing fees for one year.

## **ARTICLE V**

### **MISCELLANEOUS**

**5.1. Disclaimers.** This Agreement does not create a joint venture or legal partnership among the Parties. Neither Party is authorized to bind the other Party to any obligation without the express written consent of such other Party. This Agreement does not make the Participating Business a state actor or a non-state actor, acting under the color of law. The purpose of this Agreement is to assist the Parties in coordinating their activities by providing a written memorandum of their intentions stated in good faith and with as much accuracy and specificity as possible. Any obligations under this Agreement requiring approval of the Miami-Dade Board of County Commissioners are contingent on said approval.

**5.2. Assignment and Subcontracts.** Neither Party shall have the right, power, or authority to assign this Agreement, in whole or part, or to delegate or subcontract any of

its duties or obligations arising hereunder, either voluntarily or involuntarily, or by operation of law, without the prior written approval of the other Party.

**5.3. Third Parties.** There shall be no third-party beneficiaries to this Agreement. Nothing in this Agreement shall be construed to constitute, create, or confer rights, remedies, or claims for the benefit, intended or otherwise, of any third party.

**5.4 Public Records.** MDC is subject to chapter 119, Florida Statutes, the “Public Records Law.” As such, any communication or document or record relating to this Agreement, as well as data files or video recordings made with the equipment purchased or provided by or under this Agreement may be considered a public record during the effective term of this agreement, and, subject to applicable legal exemptions and exceptions, be disclosed upon request. For any records, including data files or video recordings, that have been requested and are held by a participating business, participating business agrees to provide such records to MDC within 15 days. Other than the security or fire safety system plan exemption in section 119.071(3)(a)2.b., Florida Statutes, Participating Business shall be responsible for identifying herein, or notifying MDC at the time it provides to MDC requested video recordings or other records, any applicable legal exemption to the Public Records Law. Participating Business shall indemnify MDC for any litigation resulting from its failure to comply with this Article. In addition, Participating Business shall be responsible for defending any claim that any record or video recording is not a public record, is a trade secret, or is otherwise exempt and/or confidential under the law.

**5.5. Governing Law.** This Agreement and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be exclusively in Miami-Dade County.

**5.6. Drafting; Neutral Interpretation.** Each Party acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, this Agreement shall be interpreted neutrally, and no rule of construction shall be construed against either Party on the basis of that Party being the drafter of such language.

**APPENDIX A TO AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND PARTICIPATING BUSINESS FOR  
PROJECT GREEN LIGHT MIAMI-DADE**

All Parties hereby agree to the below modifications to the Project Green Light Miami-Dade Agreement and that the terms below shall supersede those outlined within the Agreement:

- 1.
- 2.
- 3.
- 4.
- 5.

**\*\*\*SIGNATURES ON THE FOLLOWING PAGE\*\*\***

IN WITNESS THEREOF, the Parties have executed this Agreement by and through their respective authorized officers as the day and year indicated below.

For Miami-Dade County:

---

Daniella Levine Cava  
Mayor, Miami-Dade County

Date: \_\_\_\_\_

For the Miami-Dade Police Department:

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Alfredo "Freddy" Ramirez, III  
Director, Miami-Dade Police Department

Date: \_\_\_\_\_

For (Participating Business):

---

(Owner's Name)  
(Title)

Date: \_\_\_\_\_

**AGREEMENT BETWEEN MIAMI-DADE COUNTY  
AND PARTICIPATING BUSINESS FOR  
PROJECT GREEN LIGHT MIAMI-DADE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Miami-Dade County (hereinafter referred to as “MDC”), through the Miami-Dade Police Department, and \_\_\_\_\_ (hereinafter referred to as “Participating Business”) with a principal place of business located at \_\_\_\_\_ (hereinafter referred to as “premises”) for Project Green Light Miami-Dade. MDC and the Participating Business are individually referred to as a “Party” and jointly as “Parties.”

WHEREAS, historical data indicates a sizable amount of criminal activity in Miami-Dade County takes place at businesses open late into the evening. Although police response time is quick, the criminal actors are often gone by the time officers arrive. Additionally, existing cameras at businesses, if any, may not capture useful images or footage of the crimes or the suspects, and the recordings may not be available to detectives for hours or days; and

WHEREAS, the City of Detroit, Michigan, has launched partnerships with local business to install high quality cameras at certain business locations which can stream live feeds directly to the local police department’s real-time crime center. The program also requires robust lighting, strategic camera placement, and numerous signs to warn would-be criminals of the cameras and the program. The Detroit Police Department periodically and randomly monitors the cameras and supports the program through a media campaign; and

WHEREAS, the City of Detroit has seen a significant decrease in police calls to businesses that participate in the program, and a safer, more inviting atmosphere at said locations; and

WHEREAS, Miami-Dade County looks to replicate the success of the Detroit Project Green Light program to help reduce crime, enhance evidence and tools available to law enforcement for solving crimes, and generally make Miami-Dade County safer, more prosperous, and an even better place to live, work, and visit; and

WHEREAS, Participating Business voluntarily agreed to take part in Project Green Light Miami-Dade for its benefit as well as for increased safety in the community it serves; and

WHEREAS, with the foregoing goals in mind, the Parties enter this Agreement outlining their collaborative relationship in and for Project Green Light Miami-Dade.

## **ARTICLE I**

### **RESPONSIBILITIES OF THE PARTICIPATING BUSINESS**

**1.1. Cameras.** The Participating Business will assume all costs and expenses necessary for installation and maintenance, with the aid of an installer approved by MDC, of at least four (4) network-based (i.e., “IP”) surveillance cameras (“cameras”). Each camera will have a removable storage medium, which shall not be removed, or otherwise caused to be removed by the Participating Business. Cameras must meet the minimum requirements and specifications provided herein. Notwithstanding the above, MDC may, at any time, alter the minimum requirements and specifications related to the cameras, including, but not limited to, the required number of cameras to be maintained. If Participating Business fails to comply with new requirements within 30 days, MDC may terminate this Agreement immediately, pursuant to Article 3.1.

- a. Coverage.** MDC will determine the position for all cameras. Cameras positioned outdoors will: (1) cover all areas generally accessible to the public on and near the Participating Business’ property; and (2) be positioned to legibly capture the license plates of automobiles passing through the Participating Business’ property; and (3) not be located near obstructions such as light sources or hanging signs. At a minimum, at least one indoor camera must be positioned to directly face each regularly used entrance of the Participating Business from the inside.
- b. Resolution and Visibility.** All cameras will produce clear videos with a resolution of at least 1080p. All cameras will possess wide dynamic range capabilities and support both normal and low light environments.
- c. Durability.** All cameras will be encompassed by IP66-rated encasing.

- d. Hardware.** All cameras will feature wired network connection capabilities, physical slots for digital storage cards, and edge storage capabilities. All cameras will meet additional specifications as determined by MDC.
- e. Brand and Model.** All cameras will be manufactured by brands compatible with MDC's surveillance software provider. All camera brands and models will be approved by MDC.

**1.2. Network.** The Participating Business must provide a high-speed internet connection, capable of consistently producing upload speeds at all times of at least ten (10) megabytes per second, at its sole cost and expense. At its sole cost and expense, the Participating Business will also provide for an approved network switch to connect the cameras to the internet. Additionally, the Participating Business shall authorize its internet vendor to provide information and account review access to MDC.

**1.3. Local Digital Storage.** At its sole cost and expense, the Participating Business shall ensure that at least 30 days of footage from all cameras is stored on a physical storage medium ("local digital storage") such as a Secure Digital (SD) or Secure Digital High Capacity (SDHC) card on premises. The Participating Business shall provide MDC with any and all video footage preserved in local digital storage upon MDC's request.

**1.4. Cloud Subscription.** The Participating Business shall continuously provide a cloud-based subscription service ("cloud storage") to connect the cameras to MDC's surveillance software provider. No less than 30 days of recorded footage from each camera shall be preserved in cloud storage. The Participating Business shall provide MDC with any and all video footage preserved in cloud storage upon MDC's request. Additionally, the Participating Business shall authorize its vendor to provide information and account review access to MDC.

**1.5. Lighting.** Participating Business shall continuously maintain adequate external lighting at its sole cost and expense. The lighting shall, at all times, meet the following minimum requirements, standards, and specifications, unless otherwise agreed to by the Parties:

- a. Illumination Generally.** The Participating Business' external lighting will fully and continuously illuminate the premises, especially areas that are generally accessible to the public in accordance with the footcandle requirements set forth



under subsection (b) below; provided, however, that the illumination requirements set forth under subsection (b) may, if a variance is requested and with the consent of all Parties, be modified by Appendix A to this Agreement. The Participating Business' external lighting shall provide sufficient illumination so that all cameras produce clear videos with discernible images at all times of the day and night.

- b. Illumination Requirements.** The Participating Business shall be designated, in the sole discretion of MDC, a "Gas Station", a "Small Parking Lot Participating Business," or a "Large Parking Lot Participating Business." A "Small Parking Lot Participating Business" is an establishment that has an uncovered parking area of less than 20 parking spots. A "Large Parking Lot Participating Business" is an establishment that has an uncovered parking area of 20 or more parking spots. Depending on its designation, the Participating Business shall ensure that, in all outdoor areas frequented by members of the public, its external lighting averages a horizontal illuminance level, at grade, according to the following standards:
1. For a "Gas Station," at least 20 footcandles in all outdoor areas.
  2. For a "Small Parking Lot Participating Business," at least 15 footcandles. The 15 footcandle requirement is limited to the parking area; the entrance area must maintain a 20 footcandle footprint.
  3. For a "Large Parking Lot Participating Business," at least 10 footcandles. The 10 footcandle requirement is limited to the parking area; the entrance area must maintain a 20 footcandle footprint.

External lighting at all other property areas will average a horizontal illuminance, at grade, of at least five footcandles, including at the Participating Business' property line.

If the Participating Business believes that its establishment maintains adequate lighting that does not meet the illumination requirements outlined in this subsection, it may request a variance from MDC. MDC, in its sole discretion, shall determine whether to grant said variance.

- a. Other.** The Participating Business' external lighting shall meet current ASHRAE/IESNA 90.1 standards or other applicable standards as approved by MDC. The Participating Business' external lighting will be composed of components listed on the DesignLights Consortium Qualified Products List. The

light uniformity ratio on the Participating Business' property will be no greater than 4:1.

**1.6. Electrical.** The Participating Business shall provide electricity, at its sole cost and expense, for the continuous operation of all cameras and external lighting at the premises.

**1.7. Signs and Green Light.** At the Participating Business' sole cost and expense, the Participating Business will provide for, install, and maintain, with the aid of an installer approved by MDC, the following external signs and fixtures:

- a. Green Light.** One green light (flashing or steady glow) shall be placed externally in a location visible from passerby vehicles on the nearest roadway 24 hours a day. For multi-unit residential facilities, a single green light is allowed. Multiple lights must be approved by MDC. The green light requirements may, if a variance is requested and with the consent of all Parties, be modified by Appendix A to this Agreement. The Participating Business shall exercise reasonable efforts to maintain and reasonably protect the green lights from damage and neglect, at its sole expense and cost. Green lights that have been damaged due to the Participating Business' failure to maintain and/or protect them shall be repaired or replaced by the Participating Business at its sole cost and expense.
- b. Wall Sign.** The Participating Business will provide for, install, and maintain at minimum one aluminum sign affixed to the Participating Business' exterior wall in a location prominently visible to the public. The sign will measure 18" by 24" and feature the "Project Green Light Miami-Dade" logo. MDC, in its sole discretion, may determine additional signs are necessary for larger locations.
  - 1.** At a minimum, one exterior wall sign will be required at locations MDC determines, in its sole discretion, to be a plaza. MDC shall determine the number of wall signs necessary for the plaza based on the plaza's size. Generally, a plaza with more than four store fronts will require one wall sign at each end.
  - 2.** Illuminated Corridor Signs, not aluminum wall signs, will be utilized in corridors. MDC, in its sole discretion, shall determine the number and placement of all corridor signs.
- c. We Care Sign.** The Participating Business will provide for, install, and maintain one aluminum "We Care" sign affixed to the Participating Business' exterior wall in

a location prominently visible to the public. The sign will measure 18” by 24” and feature the “We Care” language and graphic.

- d. Door Decals.** The Participating Business will provide for, install, and maintain one window decal affixed to each side of all doors commonly used to enter and exit the premises. The decals will measure 5” by 5” or 7” by 22” and feature the “Project Green Light Miami-Dade” logo.
- e. Generally.** The specifications and installation locations of the green light and all other signage relating to the Participating Business’ participation including, but not limited to, all signs expressly discussed in this Agreement and all other signs featuring the language: “Project Green Light Miami-Dade” or the “Project Green Light Miami-Dade” logo and related trade dress, will be approved by MDC.

**1.8. Permitting Fees.** The Participating Business shall incur all expenses for permitting, including fees, if any, for the initial installation of Project Green Light Miami-Dade Equipment.

**1.9. Access to live camera feeds.** The Participating Business shall allow MDC to access live video footage from all cameras remotely, at all times.

**1.10. Clear View.** The Participating Business shall ensure the view into its windows and doors are not obstructed by objects, fixtures, or signs such that there shall be a clear view into, and out of, the Participating Business, as determined by MDC. The Participating Business shall also ensure that the camera lenses are not obstructed by objects, fixtures, or signs.

**1.11.** The Participating Business is responsible for any and all costs and expenses incurred due to program changes or equipment updates and ensuring compliance with all operational requirements for Project Green Light Miami-Dade, as may be revised.

**1.12.** MDC may, in its sole discretion, revise the technical specifications outlined in Articles 1.1, 1.2, 1.3, 1.4, or 1.5 of this Agreement, at any time. If MDC concludes that such technical specifications warrant revision, MDC shall provide the Participating Business with the revised specifications as determined by MDC. The Participating Business, at its sole cost and expense, shall implement the revised specifications within 30 days of receipt from MDC.

**1.13.** If the Participating Business fails to comply with any of the provisions of this Article, MDC shall provide notice, as provided in Article 3.2, of the deficiency to the Participating Business. The Participating Business shall have a correction period of 15 days from receipt of the notice via certified mail to correct the deficiency. If the Participating Business does not correct the deficiency by the end of the correction period, MDC may, in its sole discretion, immediately terminate this Agreement and the Participating Business' participation in Project Green Light Miami-Dade.

## **ARTICLE II**

### **SURVEILLANCE AND VISITS**

**2.1. Monitoring.** MDC, in its sole discretion, shall periodically monitor the Participating Business' cameras. A Participating Business should call 9-1-1 for police service in the event of an emergency or other exigent circumstance. If a Participating Business calls 9-1-1 for police service, MDC shall use best efforts to monitor the Participating Business' cameras until the premises are deemed secure. This Agreement does not obligate MDC to monitor the Participating Business' cameras at any specific time and/or for any specific duration. A Participating Business should not expect monitoring at any given time and nothing in this Agreement should be construed as a representation that MDC will be monitoring the Participating Business' cameras.

**2.2. Visits.** MDC, in its sole discretion and based on the totality of circumstances, may coordinate visits that may encompass, but are not limited to, the following: entering into the Participating Business, patrolling parking lots and other parts of the Participating Business' property, engaging patrons, and working with Participating Business employees for the purpose of furthering public safety. The participating Business shall also allow MDC to store a logbook on the premises for the purpose of recording such visits.

## **ARTICLE III**

### **TERM AND TERMINATION**

**3.1. Term and Termination.** This Agreement shall be for a term of three years with two options to renew for additional three-year terms. MDC shall review this Agreement annually and provide the Participating Business with notice, as provided in Article 3.2, of any proposed amendments thereto. At such time, the Participating Business shall have the opportunity to accept or reject said amendments. No amendments may be made to

this Agreement unless memorialized in a written agreement executed by both Parties. If any such amendments are rejected and the Parties are unable to agree on terms, this Agreement shall be terminated at such time. This Agreement shall become effective on the last day of execution by the Parties and remain in effect for the duration of the term, or until terminated by either Party, superseded by an amendment, or otherwise not permitted by law. Either Party may terminate this Agreement without cause by providing 30 days written notice to the other Party. If MDC, in its sole discretion, determines the Participating Business has materially breached this Agreement by failing to abide by the terms herein; is acting in bad faith; or is not in compliance with applicable laws, rules, or regulations, this Agreement may be terminated immediately. A material breach may include, but is not limited to, the Participating Business' failure to: (a) repair or maintain the cameras or other equipment necessary for the program, (b) maintain high speed internet service, (c) repair or maintain Project Green Light Miami-Dade signage or green light, or (d) preserve the video footage for the required 30 days. In the event this Agreement is terminated, the Participating Business shall immediately remove any and all signage or decals affiliated with "Project Green Light Miami-Dade," including the light(s) and sign(s) or decals as described under Article I of this Agreement.

**3.2. Notices.** All notices or communications required under or related to this Agreement shall be made via email and certified U.S. mail to the principal administrative contacts identified below:

For MDC:

Project Green Light Miami Dade  
c/o PGLMD Project Manager  
Project Manager  
Real-Time Crime Center  
Homeland Security Bureau  
11500 NW 25 Street  
Doral, Florida 33172  
[pglmd@mdpd.com](mailto:pglmd@mdpd.com)

For Participating Business:

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Any such notice or communication regarding this Agreement shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three days after such notice or communication is mailed by certified U.S. mail, or (iii) the day such notice or communication is sent electronically, provided that the sender has proof of such electronic transmission. A Party may, for purposes of this Agreement, change its principal administrative contact, address, or email address by giving notice of such change to the other Party pursuant to this Article 3.2 within 10 days of such change.

#### **ARTICLE IV**

#### **MISCELLANEOUS**

**4.1. Disclaimers.** This Agreement does not create a joint venture or legal partnership among the Parties. Neither Party is authorized to bind the other Party to any obligation without the express written consent of such other Party. This Agreement does not make the Participating Business a state actor or a non-state actor, acting under the color of law. The purpose of this Agreement is to assist the Parties in coordinating their activities by providing a written memorandum of their intentions stated in good faith and with as much accuracy and specificity as possible. Any obligations under this Agreement requiring approval of the Miami-Dade Board of County Commissioners are contingent on said approval.

**4.2. Assignment and Subcontracts.** Neither Party shall have the right, power, or authority to assign this Agreement, in whole or part, or to delegate or subcontract any of its duties or obligations arising hereunder, either voluntarily or involuntarily, or by operation of law, without the prior written approval of the other Party.

**4.3. Third Parties.** There shall be no third-party beneficiaries to this Agreement. Nothing in this Agreement shall be construed to constitute, create, or confer rights, remedies, or claims for the benefit, intended or otherwise, of any third party.

**4.4. Public Records.** MDC is subject to chapter 119, Florida Statutes, the "Public Records Law." As such, any communication or document or record relating to this Agreement, as well as data files or video recordings made with the equipment purchased or provided by or under this Agreement may be considered a public record during the effective term of this agreement, and, subject to applicable legal exemptions and exceptions, be disclosed upon request. For any records, including data files or video recordings, that have been requested and are held by a participating business,

participating business agrees to provide such records to MDC within 15 days. Other than the security or fire safety system plan exemption in section 119.071(3)(a)2.b., Florida Statutes, Participating Business shall be responsible for identifying herein, or notifying MDC at the time it provides to MDC requested video recordings or other records, any applicable legal exemption to the Public Records Law. Participating Business shall indemnify MDC for any litigation resulting from its failure to comply with this Article. In addition, Participating Business shall be responsible for defending any claim that any record or video recording is not a public record, is a trade secret, or is otherwise exempt and/or confidential under the law.

**4.5. Governing Law.** This Agreement and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be exclusively in Miami-Dade County.

**4.6. Drafting; Neutral Interpretation.** Each Party acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, this Agreement shall be interpreted neutrally, and no rule of construction shall be construed against either Party on the basis of that Party being the drafter of such language.

**APPENDIX A TO AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND PARTICIPATING BUSINESS FOR  
PROJECT GREEN LIGHT MIAMI-DADE**

All Parties hereby agree to the below modifications to the Project Green Light Miami-Dade Agreement and that the terms below shall supersede those outlined within the Agreement:

- 1.
- 2.
- 3.
- 4.
- 5.

**\*\*\*SIGNATURES ON THE FOLLOWING PAGE\*\*\***



IN WITNESS THEREOF, the Parties have executed this Agreement by and through their respective authorized officers as the day and year indicated below.

For Miami-Dade County:

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Daniella Levine Cava  
Mayor, Miami-Dade County

Date: \_\_\_\_\_

For the Miami-Dade Police Department:

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Alfredo "Freddy" Ramirez, III  
Director, Miami-Dade Police Department

Date: \_\_\_\_\_

For (Participating Business):

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(Owner's Name)  
(Title)

Date: \_\_\_\_\_