

TIER ONE INSTALLER AGREEMENT

Project Blue Light Highland Park

This Memorandum of Understanding (“MOU”) is made and entered into as of [Date] by and among the City of Highland Park Police Department (“HPPD”), the City of Highland Park acting by and through its Office of the Mayor (“City”), and [ENTITY NAME] (“Installer”).

RECITALS

A. Criminal activity in Highland Park takes place at businesses open late into the evening. In light of this fact, the HPPD is launching Highland Park “Project Blue Light,” a public-private-community effort centered on developing real-time surveillance connections between HPPD and local businesses.

B. “Project Blue Light” will be launched with businesses that will make firm commitments to provide for, install, and maintain high-quality cameras, robust lighting, and numerous pieces of “Project Blue Light” signage, in addition to fulfilling other requirements in line with those set out in the MOU. In return, HPPD monitors the cameras, allowing the businesses to leverage the “Project Blue Light” brand.

C. The HPPD provides “Project Blue Light” Participants with a list of approved vendors who can facilitate installation of cameras and other necessary equipment. Installer seeks to be designated as an approved vendor. Specifically, Installer seeks to be designated “Tier One Installer” for the “Project Blue Light” Program.

D. Installer has completed all prerequisites necessary to enter into this MOU to the satisfaction of HPPD. Specifically, Installer has:

- (1) been in business for at least three (3) years;
- (2) submitted to HPPD the names of individuals who it expects to work at “Project Blue Light” sites, and those individuals have passed a criminal background check;
- (3) submitted all relevant certifications, if requested by HPPD;
- (4) submitted all customer references as requested by HPPD;
- (5) submitted a satisfactory service warranty;
- (6) submitted satisfactory proof of liability insurance;

(7) completed all other necessary prerequisites that have been communicated by HPPD, in their sole discretion;

E. Installer has the ability to perform cable runs and terminations, power over Ethernet gigabit switch, model programming, camera and network attached storage device (“NAS”) programming, and local bandwidth verification. Installer must also be able to provide a Federation Key to HPPD.

F. Therefore, the Parties will enter into this MOU outlining the inclusion of an Installer as a qualified Tier One “Project Blue Light” Installer.

ARTICLE I RESPONSIBILITIES OF THE INSTALLER

1.1. Service Agreements. Installer will provide each “Project Blue Light” Participant for whom it provides services a service agreement, approved by HPPD, prior to commencing installation. Installer will also provide each entity designated by HPPD as a Tier Two Installer, and for whom Installer provides services, with a service agreement. A copy of these service agreements will also be provided to HPPD.

1.2. Service Logs. Following installation of equipment and cameras at a “Project Blue Light” site, Installer will send HPPD, on a monthly basis or as requested by HPPD, service logs related to that site. Installer will also immediately provide HPPD service logs upon request. Such service logs will detail all service calls and camera issues at the site, and will be provided in a format that HPPD deems acceptable, in its sole discretion.

1.3. Warranty. For each business, building, or location where Installer provides “Project Blue Light” services, Installer will provide HPPD a copy of the warranty agreement provided to the Tier Two Installer.

1.4. Equipment. Installer must supply cameras and associated accessories of a quality and brand approved by HPPD to Tier Two installers.

1.5 Scope of Services. When retained by a “Project Blue Light” Participant, Installer will provide any or all of the following services as requested by the “Project Blue Light” Participant and/or HPPD, and for which final approval is given by HPPD.

- a. Cable runs and terminations
- b. Provision of power over Ethernet gigabit switch
- c. Model programming
- d. Programming of cameras and network attached storage device (“NAS”)

- e. Installation of SD cards into cameras and text overlay
- f. Provision of Federation Key to HPPD
- g. Connection of cameras to a cloud-based storage system
- h. Local bandwidth verification
- i. Provide cloud service renewal for business customer
- j. Communicate to HPPD continuance or discontinuance of cloud service
- k. Antenna installation and maintenance to establish and maintain continuous point-to-point communication

ARTICLE II RESPONSIBILITIES OF HPPD

2.1. Tier One Installer Status. HPPD and the City will include Installer on its list of qualified Tier One Installers for the "Project Blue Light" Program.

ARTICLE III TERM AND TERMINATION

3.1. Term and Termination. This MOU will remain in existence, with respect to all Parties, unless superseded by another agreement, subject to a change in local law, or terminated by any Party. Any Party may withdraw from this MOU without cause with thirty (30) days' written notice. The HPPD may at any time terminate this MOU for cause if HPPD believes, in their sole discretion, that Installer is failing to abide by the terms of this MOU; is acting in bad faith; or is not in compliance with applicable laws, rules, or regulations. No changes may be made to this MOU unless agreed to by HPPD and the Installer.

ARTICLE IV MISCELLANEOUS

4.1. Disclaimers. This MOU does not create a joint venture or legal partnership among the Parties. No Party has the authorization or right to bind any other Party to any obligation without such Party's express written consent. This MOU does not make the Installer a state actor or a non-state actor acting under the color of law. The purpose of this MOU 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 as possible. It is not the intent of the Parties that this document will constitute a contract or provide the basis for a legal claim by any Party. Any obligations under this MOU requiring approval by the City are contingent on the approval of the City.

4.2. Assignment and Subcontracts. No Party will have the right, power, or authority to assign this MOU, or any portion of this MOU, 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

Parties.

CONTACTS

Charles W. Lackey, III, Director
Internal Affairs and Technical Services
City of Highland Park
12050 Woodward Avenue
Highland Park, MI 48203
(313)252-0050 x 214 (Office)
(313)288-2670 (Cell)

Highland Park Project Blue Light

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