

**PARTNERSHIP AGREEMENT
MEMORANDUM OF UNDERSTANDING
HIGHLAND PARK BLUE LIGHT PROJECT**

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 [Company Name] (“Entity”). Highland Park Police Department (HPPD), the City, and the Entity are individually referred to as a “Party” and jointly as “Parties.”

RECITALS

- A. As historical data indicates, a sizable amount of criminal activity in Highland Park takes place at businesses open late into the evening. In light of these and other statistics, on February 1, 2021 HPPD and the City will launch “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 this MOU. In return, HPPD monitors the cameras, allowing the businesses to leverage the “Project Blue Light” brand.
- C. Looking forward, it is the intent of HPPD and the City to partner with every business in Highland Park. In so doing, HPPD and the City aim to improve neighborhood safety, promote the revitalization and growth of local businesses, and strengthen HPPD’s efforts to deter, identify, and solve crime.
- D. With the foregoing goals in mind, the Parties will enter into this MOU outlining the inclusion of the Entity as a “Project Blue Light Participant.”

ARTICLE I - RESPONSIBILITIES OF THE ENTITY

- 1.1. Cameras. At the Entity’s sole cost and expense, the Entity will provide for, install, and maintain, with the aid of a Digital Watchdog certified installer approved by the HPPD, cameras that meet the following HPPD specifications: 1) capable of 30 FPS, 2) 1080p, 3) 2 mega pixel, 4) supports 3 (or more) video streams, and 5) ethernet based POE. All cameras will at all times meet the following minimum requirements and specifications; provided, however, that the HPPD may at any time alter the minimum requirements and specifications related to the cameras, including, but not limited to, the exact number of cameras to be maintained:
 - a) Coverage. All cameras will be positioned as determined by the HPPD. Cameras positioned outdoors will cover all areas generally accessible by the public on and near the Entity’s property. Cameras positioned outdoors will also be positioned such that they will legibly capture the license plates of automobiles passing through the Entity’s property and such that the cameras are located away from obstructing light sources. Among the cameras positioned indoors, at least one (1) will directly face all regularly used entrances of the Entity from the inside.
 - b) Resolution. All cameras will produce a resolution of at least 1080p.
 - c) Visibility. All cameras will produce clear videos with discernible images under all lighting conditions at all times of the day and night. All cameras will possess wide dynamic range capabilities and support

both normal and low light environments.

d) Durability. All cameras will be encompassed by IP66-rated encasing.

e) Hardware. All cameras will feature RJ45 connectors, physical slots for SD/SHDC storage cards, and edge storage capabilities.

f) Brand and Model. All cameras will be manufactured by brands compatible with HPPD's surveillance software provider. All camera brands and models will be approved by the HPPD.

1.2. Network. At the Entity's sole cost and expense, the Entity will provide for a high-speed internet connection capable of consistently producing upload speeds at all times of at least ten (10) megabytes per second. At the Entity's sole cost and expense, the Entity will also provide for a network switch that will be approved by the HPPD.

1.3. Lighting. At the Entity's sole cost and expense, the Entity will provide for, install, and maintain external lighting, with the aid of an installer approved by the HPPD, that will at all times meet the following minimum requirements, standards, and specifications, unless otherwise agreed to by the Parties:

a) Illumination Generally. The Entity's external lighting will fully and continuously illuminate all property areas generally accessible by the public in accordance with the foot-candle requirements set under subsection (b) below; provided, however, that the illumination requirements set under subsection (b) may, if a variance is requested and with the consent of all Parties, be modified by Appendix A to this MOU. The Entity's external lighting will provide sufficient lighting so that all cameras produce clear videos with discernible images at all times of the day and night.

b) Illumination Requirements. The Entity will be designated, in the sole discretion of the HPPD, a "Gas Station", a "Small Parking Lot Entity," or a "Large Parking Lot Entity." A "Small Parking Lot Entity" is an establishment that has an uncovered parking area of less than 20 parking spots. A "Large Parking Lot Entity" is an establishment that has an uncovered parking area of more than 20 parking spots. Depending on its designation, the Entity will ensure that, in all outdoor areas frequented by members of the general public, its external lighting averages a horizontal illuminance level, at grade, according to the following standards:

- For a "Gas Station," at least twenty (20) foot-candles in all outdoor areas;
- For a "Small Parking Lot Entity," at least fifteen (15) foot-candles. The 15 foot-candle requirement is limited to the parking area; the entrance area must maintain a 20 foot-candle footprint.
- For a "Large Parking Lot Entity," at least ten (10) foot-candles. The 10 foot-candle requirement is limited to the parking area; the entrance area must maintain a 20 foot-candle footprint.
- External lighting at all other property areas will average a horizontal illuminance, at grade, of at least five (5) foot-candles, including at the Entity's property line.
- If the Entity believes that its establishment maintains adequate lighting, but it does not meet the illumination requirements outlined in this subsection, it may request a variance from HPPD. The decision whether to grant a variance will be made by HPPD in its sole discretion.

c) Other. The Entity's external lighting will meet ASHRAE/IESNA 90.1 2013 standards. The Entity's external lighting will be composed of components listed on the Design Lights Consortium Qualified Products List. The light uniformity ratio on the Entity's property will be no greater than four-to-one (4:1).

1.4. Electrical. At the Entity's sole cost and expense, the Entity will provide for a supply of electricity that will at all times ensure for the continuous operation of all the Entity's cameras and external lighting.

1.5. Signage. At the Entity's sole cost and expense, the Entity will provide for, install, and maintain, with the aid of an installer approved by the HPPD, the following external signs and fixtures:

a) Blue Light. The Entity will provide for, install, and maintain one (1) steady-burn Blue light for external placement in a location visible from passerby vehicles.

b) Wall Sign. The Entity will provide for, install, and maintain one (1) aluminum sign affixed to the Entity's exterior wall in a location visible to the general public. The sign will measure 18" by 24" and feature the "Highland Park Project Blue Light" logo.

c) Flag Signs. The Entity will provide for, install, and maintain a set of aluminum two-sided flag signs, the exact number of which to be determined by the HPPD, affixed to the Entity's exterior walls in locations visible to the general public. The signs will measure 12" by 18" and feature the "Highland Park Project Blue Light" logo on both sides.

d) Door Decals. The Entity will provide for, install, and maintain one (1) solid vinyl window decal affixed to each side of the Entity's main entrance doors. The decals will measure 7" by 22" and feature the "Highland Park Project Blue Light" logo.

e) Generally. The specifications and installation locations of the Blue light and all other signage relating to the Entity's participation including, but not limited to, all signage expressly discussed in this MOU and all other signage featuring the text "Highland Park Project Blue Light" or the "Highland Park Project Blue Light" logo and related trade dress, will be approved by the HPPD.

1.6. Access. The Entity will allow HPPD to remotely access live and record video footage from all cameras at all times.

1.7. Clear View. The Entity will ensure that its windows and doors are, at all times, not obstructed by objects, fixtures, and signage such that there will be a clear view into, and out from, the Entity, as determined by the HPPD. The Entity will also ensure that there are no obstructing objects, fixtures, and signage limiting the views of any cameras, or the presentation of any signage, provided for under this MOU.

1.8. At any time, HPPD and/or the City may, in their sole discretion, determine that the technical specifications outlined in Article 1.1, 1.2, 1.3, 1.4, or 1.5 of this MOU warrant revision. If HPPD concludes that such technical specifications warrant revision, HPPD shall provide the Entity with the revised specifications as determined by HPPD. The Entity will implement those revised specifications within thirty (30) days of HPPD providing the revised specifications.

1.9. If the Entity fails to comply with any of the provisions of this Article, HPPD may, in their sole discretion, immediately terminate this MOU and the Entity's participation in the Project Blue Light program.

ARTICLE II - SURVEILLANCE, MEETINGS, AND PATROLS

2.1. Surveillance. At HPPD's discretion, it will monitor the Entity's cameras, including, but not limited to, during emergencies and other exigent circumstances. In the event a 9-1-1 call is placed by the Entity to HPPD,

HPPD will make its best effort to monitor the Entity’s cameras until HPPD deems that the premises are secure. This MOU does not oblige HPPD to monitor the Entity’s cameras at any time.

2.2. Meetings. At HPPD’s discretion, the Entity, a designated HPPD representative, City personnel, and community members may meet to discuss public safety issues concerning the Entity and its surrounding neighborhood.

2.3. Patrols. At HPPD’s discretion based on the totality of circumstances, HPPD may coordinate visits that may encompass, but are not limited to, the following: entering into the Entity, signing in at the Entity, patrolling parking lots and other parts of the Entity’s property, engaging loiterers, and working with Entity employees for the purpose of furthering law enforcement efforts.

ARTICLE III - TERM AND TERMINATION

3.1. On an annual basis, HPPD shall make its best efforts to schedule a meeting with the Entity to renew this MOU. Failure to renew the MOU shall be grounds for termination of participation in the Project Blue Light partnership. Notwithstanding the foregoing, however, this MOU will remain in existence, with respect to all Parties, until and unless it is superseded by a different agreement, subject to a change in local law, or terminated expressly by any Party. Any Party may terminate this MOU without cause with thirty (30) days’ written notice. The HPPD may terminate this MOU with cause so long as reasonable notice is given, and may at any time terminate this MOU if HPPD and/or the City believe, in their sole discretion, that the Entity 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. In the event this MOU is terminated, the Entity will immediately remove any and all signage affiliated with “Highland Park Project Blue Light,” including the light and signage described under Article I of this MOU. No changes may be made to this MOU unless agreed to by all Parties.

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 Entity 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 Council are contingent on the approval of the City Council.

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:

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