

TIER TWO INSTALLER AGREEMENT

Highland Park “Project Blue Light”

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, 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 who 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 participants 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 an approved vendor. Specifically, Installer seeks to be designated a “Tier Two 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 capacity to perform cable runs and terminations, power over Ethernet gigabit switch, model programming, and local bandwidth verification.

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

ARTICLE I RESPONSIBILITIES OF THE INSTALLER

1.1. Service Agreement. Installer will provide each "Project Blue Light" Participant a service agreement, approved by HPPD, prior to commencing installation. A copy of that service agreement 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, service logs related to that site. Installer will also immediately provide HPPD service logs upon request. Such service logs 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. Site Map. For each business, building, or location where Installer plans to provide services related to "Project Blue Light", HPPD will schedule, at its earliest convenience, a site visit by a HPPD representative. Within one (1) business day following that site visit, Installer shall provide HPPD with a site map designating camera placements. Such a site map will be provided in a format that HPPD deems acceptable, in its sole discretion.

1.5. Installation Timeline. Installer will complete installation of all "Project Blue Light"-related equipment and components within five (5) days of initial site survey conducted by HPPD.

1.6. Equipment. Tier Two Installer must work with a qualified Tier One supplier to purchase cameras and any other accessories deemed necessary by HPPD.

1.7. Audit. Installer will submit to post-installation audit conducted by an auditor that the City approves to conduct such audits. Installer will provide the City approved site auditor with all necessary access and information to complete that audit. Installer may not fail more than two (2) audits conducted by a HPPD-approved auditor. A copy of the site audit form to be used is included as Exhibit A to this agreement; that form, however, may be changed at any time in the discretion of HPPD.

1.8. Scope of Services. When retained by a “Project Blue Light” Participant, Installer will provide all of the following services as requested by the “Project Blue Light” Participant and/or HPPD.

- a) Cable runs and terminations
- b) Installation of power over Ethernet gigabit switch
- c) Model programming
- . d) Installation of cameras and Network Attached Storage Device (“NAS”)
- . e) Local bandwidth verification
- . f) Ensure power quality
- . g) Installation of secure cable locks, surge strip and switch ports

ARTICLE II RESPONSIBILITIES OF HPPD

2.1. Tier Two Installer Status. HPPD will include Installer on its list of qualified Tier Two 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. 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 the 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 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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