

Memorandum of Understanding

Concerning Information Being Shared with the Detroit Police

Department and Southeastern Michigan Information Center (DSEMIIC)

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into between the undersigned entities with the Detroit Police Department regarding the establishment of the Lighthouse Private Sector Security Initiative. Under this MOU, Rock Ventures LLC, Ilitch Holdings Inc., General Motors LLC, DTE, Motor City Casino, MGM Casino, Greektown Casino, Ford Field, Riverfront Conservancy, or others as may be added within the Lighthouse Security discretion, individually a "Non-Governmental Entity" or collectively the "Non-Governmental Entities," are setting forth the conditions upon which they may, at their discretion, share information with the Intelligence Resource Center, DSEMIIC, the Detroit Fire Department, and the Detroit Police Department.

Nothing in this Agreement shall obligate any Non-Governmental Entity to provide information nor establish any duty for any Non-Governmental Entity to assume any police or law enforcement responsibilities.

1. PURPOSE

- 1.1. Provide a framework and working mechanism for the organization of the Detroit and Southeastern Michigan Information Center to address issues that are common to city, state, and federal governments' obligations to protect the safety and well-being of citizens and to enhance the success of the Fusion Center in responding to criminal, terrorist, and other threats to public safety through the achievement of coordination and cooperation.
- 1.2. Clarify the working relationships between the governmental and Non-Governmental Entities.
- 1.3. Outline the intent of the parties regarding the information provided by the Non-Governmental Entities to the Detroit Police Department, its Southeastern Michigan Information Center, and the private section Lighthouse Initiative Locations.
- 1.4. To establish conditions to and mutual understandings about the voluntary sharing of information available to non-governmental entities (Lighthouse Locations) with the Detroit Police Department and its Intelligence Resource Center and DSEMJIC.

2. OBJECTIVE

- 2.1 . Since the tragedies of September 11, 2001, local, state and federal law enforcement officials across the country have been working hard to restore public order and confidence and to identify those responsible for the vicious terrorist attacks on the United States of America. These officials have also been working to find ways to prevent or mitigate future terrorist acts, which work has led to the development of a number of strategies and programs designed to strengthen domestic security. Many of these strategies focus on improving communication and coordination among local, state, county, federal agencies and prepare sector communities to develop ways to combine relevant information from disparate databases, in order to maximize the usefulness of available information.
- 2.2. Despite significant progress in information sharing among law enforcement, much remains to be accomplished. Fusion refers to the overarching process of managing the flow of information and intelligence across all levels and sectors of government and private industry. The establishment of a Detroit and Southeastern Michigan Information Center (DSEMIIC or Fusion) to combine the intelligence efforts of all participating entities will greatly enhance the ability of law enforcement to predict, prevent, and respond to unlawful activity and terrorist threats to our community.
- 2.3. The Detroit Police Department has asked non-governmental entities (Lighthouse Initiative Locations) to voluntarily share intelligence, publicly available information that may help identify public safety threats, including terrorist activities, and closed circuit broadcasts of activity on public property, easements, and portions of private property open generally to the public. This kind of information may help law enforcement and emergency responders prevent or timely respond to disturbances, attacks, distress or unrest, disasters, and the like. Non-government agencies have an interest in sharing information that will enable law enforcement and emergency responders to maintain the peace, timely respond to threats, violence, and emergencies, and to coordinate rescue or crisis avoidance activities.
- 2.4. DSEMIIC and the governmental entities party to this Agreement warrant that they will abide any legal or constitutional restraints on their use of the information or data provided by the Non-Governmental Entities and that they have established privacy policies to the extent required by law or encouraged by the Department of Homeland Security.

2.5. The Non-Governmental Entities, between themselves or with the Lighthouse Project companies may, in their discretion share data and information between themselves. In such a case, the terms of this MOU, unless exclusively pertaining to government entities, shall also apply.

3. TERMS FOR SHARING INFORMATION

31. Non-Governmental Entities are not state actors or acting under the color of law.
32. Non-Governmental Entities have no obligation or duty to provide information under this MOU. It establishes no contractual obligation to provide information, and no party to this MOU, or any other person or entity, may rely on any Non-Governmental Entity's providing information or responding to threats or distress.
33. Non-Governmental Entities do not agree and shall have no obligation to alert the government or any other party to this agreement of activities, conduct, or information that it believes constitutes a threat or that it believes establishes the existence or possible existence of disturbances, attacks, distress or unrest, disasters, and the like. This MOU creates no special duties for the parties to it, and no party may reasonably expect that a Non-Governmental Entity will assume such duties, act as a Good Samaritan, or take any affirmative act on another's behalf.
34. The Non-Governmental Entities are providing information as good citizens and with the hope and expectation that such information will facilitate law enforcement and emergency response agencies to more effectively prepare for crises and to better detect, deter, and/or respond to terrorist and other substantial public safety risks.
35. Non-Governmental Entities do not agree and shall have no obligation to respond to any threat, disturbance, attack, distress or unrest, disaster, and the like on any public property or at locations not within its control. Nothing in this MOU creates an obligation or a reasonable expectation that a Non-Governmental Entity will enforce laws or otherwise patrol, survey, or police public property; will respond to emergencies on public property; will notify any other party of any threat or activity; or, otherwise assume any responsibility to disclose or respond to threats, disturbances, attacks, distress or unrest, disasters that the like. To the extent that a Non-Governmental Entity responds in an emergency situation or in a case where no such duty exists, it will be acting as a Good Samaritan.
36. Nothing in this MOU waives a Non-Governmental Entity's right to deny law enforcement officers or other governmental actors access to its property, absent the

3. TERMS FOR SHARING INFORMATION, CONTINUED

issuance of a valid warrant. Nothing in this MOU grants any government actor or other party right of access to a Non-Governmental Entity's real or personal property. The parties to this MOU shall have no expectation that any Non-governmental Entity shall share or produce any record or video, absent the issuance of a valid and reasonable subpoena.

37. Nothing in this MOU creates for any Non-Governmental Entity an obligation or duty to preserve or maintain any record, information, data, video, or the like. Each Lighthouse Location/Partner agrees to maintain all information provided by a "Public Safety Entity" in a confidential manner.

4. FINANCIAL

41. Nothing in the MOU obligates the Non-Governmental Entities to provide any funding or contribution to the government agencies, DSEMIIC, the Fusion Center, or anyone else. The Non-Governmental Entities may contribute or donate funding or resources at their discretion.

5. SECURITY

51. The director of the Fusion Center shall be responsible for establishing appropriate security measures to ensure the integrity of the operations of the DSEMIIC.
 - 5.1.1. The director shall report on security measures at each meeting of the DSEMIIC Advisory Board.
 - 5.1.2. Any breach of security shall immediately be reported to the members of the DSEMIIC Advisory Board.
 - 5.1.3. When appropriate or desired by DSEMIIC Advisory Board, the Non-Governmental Entity's input may be sought or invited.
52. Each participating agency and the Fusion Center shall be responsible for ensuring that appropriate background checks have been made on each member assigned to the

DSEMIIC and each member who is authorized to receive information from the DSEMIIC.

53. The Fusion Center shall have the discretionary authority to deny the assignment of an individual to the center and/or deny access to any information or the facility itself for security reasons.
54. The DSEMIIC shall utilize the "Third Agency Rule" and not disclose an agency's information without the approval of that agency/entity.
- 5.5. Entities (Lighthouse Locations/Lighthouse Partners) providing information, source intelligence, CCTV images to the DSEMIIC maintain ownership of information, source intelligence, CCTV images and any use of such images by the government agencies or Fusion Center is limited to intelligence gathering in public areas open to the public.
- 5.6. It is the intent of the parties to this MOU providing the information, source intelligence, and CCTV images to the DSEMIIC that they be used for appropriate and legal law enforcement purpose only; and, the government agencies have agreed.
- 5.7. Any use of any information, source intelligence, CCTV images provided to the DSEMIIC, other than through live stream which shall not be recorded by any governmental agency, to support law enforcement action will be implemented through a subpoena or search warrant for the information, source intelligence, CCTV image to the entity providing such image.

6. PRIVACY

- 6.1. In addition to other policies promulgated, the DSEMIIC Advisory Board shall establish a Privacy Policy to ensure that the rights of innocent citizens are not abridged by the operations of the DSEMIIC, and each participating governmental agency shall agree to abide by it.
- 6.2. If the DSEMIIC utilizes Federal funding to support DSEMIIC operations, the DSEMIIC shall adhere to the rules of intelligence sharing as are articulated in Section 28 of the Code of Federal Regulations Part 23. Centers are encouraged to abide by this regulation regardless of funding source.

6.3. Members of this agreement acknowledge that the Critical Infrastructure Information given by the private sector parties in this agreement is information that is given freely and voluntarily and will be governed by the "Critical Infrastructure Information Act of 2002, 6, U.S.C. §§ 131 et seq."

6.4. All parties agree that this Critical Infrastructure Information, in accordance with the provision of 6 C.F.R. (Code of Federal Regulations) Part 29, is exempt from release under the Freedom of Information Act (5 U.S.C. 552) and similar State and local disclosure laws.

6.5. All parties agree to refer to their prevailing policies and procedures to resolve conflicts with the FOIA exemptions.

7, DISPUTE RESOLUTION

7.1. This Memorandum of Understanding addresses the parties' understandings regarding the sharing of information, and it does not establish any duties or obligations for Non-Governmental Entities. The parties will provide thirty days' notice of any disputes or concerns arising under the MOU prior to undertaking any action alleging breaches or violations of the MOU.

8. DURATION AND TERMINATION

8.1. This MOU shall remain in existence, with respect to any party, until such time a party withdraws from the agreement.

8.2. Any agency may withdraw from this agreement upon a 30 day notice in writing to the other participating agencies.

9. THIRD PARTIES

9.1. Nothing contained in this Agreement is intended or will be construed to confer upon or give to any person, firm, corporation, association or entity any third party rights or claims under this MOU.

IN FURTHERANCE OF their respective goals, objective and missions, the parties are entering into this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed:

For the City of Detroit-Police Department:

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Name, Craig
Chief of Police, Detroit Police Department
Date: 1-1-2011

For the City of Detroit-Office of Homeland Security and Emergency Management:

Gerard Simon
Director, Office of Homeland Security and Emergency Management
Date: 11-9-14

For Ilitch Holdings, Inc.:

Richard Fenton
Vice President of Corporate Security, Ilitch Holdings, Inc.
Co-Chair Lighthouse Project
Date: 6-10-14

For Rock Ventures, LLC:

Michael Bruggeman
Senior Vice President of Security, Rock Ventures, LLC
Co-Chair Lighthouse Project
Date: 6-9-14

For SECURITAS t/IWM V ;;;JAL, (organization name):

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Title: ci? -W\|Lkf:16A|"-

Date: 9- / C, d=Q ("("...