



## GRAND TRAVERSE COUNTY SHERIFF'S OFFICE

Thomas J. Bensley, Sheriff • Michael Shea, Undersheriff

### Administration

851 Woodmere Avenue, Traverse City, MI 49686-3349 • (231) 995-5000 • FAX (231) 995-5010

### Corrections

320 Washington Street, Traverse City, MI 49684-2583 • (231) 922-4530 • FAX (231) 922-4415

Dear Garfield Township Board,

First, we thank you for the opportunity to present at a previous board meeting regarding Flock Safety. As a follow up, Flock Safety had one of their technicians do a remote study of Garfield Township and provided options for consideration. U/S Shea and I, along with D/Sgt. Jarrod Bilacic and Detective Matt Holliday, had a zoom meeting with the technician and another Flock Safety representative to discuss these options.

The first implementation option from Flock Safety was for the minimum installation of ten cameras throughout Garfield Township. The second option was for twenty, with the third option, being maximum coverage at twenty-six cameras.

After discussion at the Sheriff's Office and taking into consideration the knowledge that we have as it relates to our knowledge of traffic, crime, etc. in Garfield Township, we felt that fourteen cameras would be a number that would be adequate to cover all the main thoroughfares and allow us to effectively and efficiently combat crime in Garfield Township. Therefore, we would request that the Garfield Township Board approve a leasing agreement with Flock Safety for fourteen cameras at a cost of \$2850 per camera (\$2500 camera, \$350 installation) for one year, or a two-year period, which would lock in current pricing. Obviously, the more cameras in operation, means more information is available for investigations, but we realize that cost is always taken into consideration, and we would entertain whatever amount of cameras you are willing to provide, or feel is appropriate.

I hope we, along with Flock Safety, have provided enough information to the Board, but please let us know if further is needed. We look forward to working with you on the possible implementation of Flock Safety cameras. As always, our goal in providing service to you is keeping the township residents of Garfield Township as safe as possible and providing the best law enforcement service possible.

Respectfully,

D/Captain Randy Fewless



March 23, 2023

## Memorandum of Understanding

The Charter Township of Garfield and Grand Traverse County Sheriff's Office agree to cooperate in the procurement and use of The Flock Group's Safety Cameras and to adhere to the terms of the Contract/Service Agreement as provided to GTC SO by Garfield. *TO EXCLUDES ANY MONETARY INVOLVEMENT,* <sup>ADS</sup>



Chuck Korn, Supervisor

Charter Township of Garfield



Mike Shea, Undersheriff

Grand Traverse Sheriff's Office

PERFORMANCE RESOLUTION FOR  
MUNICIPALITIES

*This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the \_\_\_\_\_

Charter Township of Garfield

(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Supervisor, Clerk, Treasurer, Municipal Engineer, *Captain Grand Traverse County Sheriff's Office*

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the \_\_\_\_\_ Charter Township of Garfield Board of Trustees  
(Name of Board, etc.)  
of the \_\_\_\_\_ Charter Township of Garfield of \_\_\_\_\_ Grand Traverse County  
(Name of MUNICIPALITY)  
at a \_\_\_\_\_ regular meeting held on the 13th day  
of \_\_\_\_\_ July A.D. 2021

*Lanie McManus Lm*  
Signed

Clerk \_\_\_\_\_  
Title \_\_\_\_\_  
Lanie McManus \_\_\_\_\_  
Print Signed Name \_\_\_\_\_