



# 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

February 9<sup>th</sup>, 2023

Dear Peninsula Township Board,

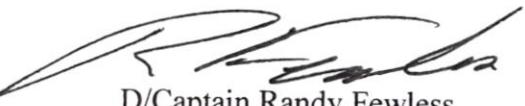
Undersheriff Mike Shea and myself met with Supervisor Wunsch about the possible implementation of Flock Safety cameras in Peninsula Township. We discussed what Flock Safety cameras are used for and how effective they could be in serving the residents of Peninsula Township as a crime solving tool, as well as additional public safety needs.

After our discussion, a study was done by a Flock Safety technician related to the number of cameras that would be needed in Peninsula Township for minimum recommended effectiveness. That number was determined to be six. Obviously, the more cameras in operation, means more information is available for investigations, but we realize that cost is always taken into consideration. Additional camera placements could be looked into at a later date if the board feels this would be beneficial.

The Grand Traverse County Sheriff's Office would request that the Peninsula Township Board approve a leasing agreement with Flock Safety for six cameras at a cost of \$2850 per camera (\$2500 camera, \$350 one-time installation fee) for one year. This would be a total of \$17,100.00.

We, along with Flock Safety, would welcome any questions you may have that Supervisor Wunsch is unable to answer after our recent discussion. 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 Peninsula Township and its visitors as safe as possible and providing the best law enforcement service possible.

Respectfully,

  
D/Captain Randy Fewless

## 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 Levinton Planning Board of Trustees

*(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:

*Supervisory Clerk, Treasurer*

*Captain Grand Traverse County Sheriff's office*

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

the Petrichuk Township Board of Trustees (Name of Board, etc.)  
of the Petrichuk Township (Name of MUNICIPALITY) of Grand Traverse County (County)

at a regular meeting held on the 10th day

of May A.D. 2022.

*Rebecca Chown*  
Signed

Title

Rebecca Chown  
Print Signed Name