ACTION FORM

PROCEEDING Council Meeting	
DEPARTMENT OF ORIGIN: Town Hall	**DATE SUBMITTED**: 12/06/19
PREPARED BY: Richard Mais and Terry Tieman	
SUBJECT: Center for Inland Bays (CIB) request for$2,000 to assist in funding an Economic Valuation of the Inland Bays Study Project.	
REFERENCE:	
RELATED PROJECT:	
REVIEWED BY:	
EXHIBITS:	
EXPENDITURE REQUIRED: **$2,000**	**AMOUNT BUDGETED**: $0
FUNDING SOURCE (Dept./Page in CIP & Budget): Realty Transfer Tax Reserve	
TIMETABLE: Upon Approval	
RECOMMENDED ACTION: Approve $2,000 of support for the Economic study	

BACKGROUND AND ANALYSIS

The CIB is seeking funding for a study that would measure the economic value of the Inland bays based on investment of cleaning up the bays. The project's goal is to target federal and state appropriations and to garner support from local agencies and the general public.

The estimated budget for the project follows:

Inland Bays Economic Valuation Budget November 2019

Salaries, Taxes, and Benefits	7,967.82
Contractual	34,642.30
Events	500.00
Meetings	200.00
Publications	7,500.00
Travel	350.00
Indirect	2,589.54
TOTAL	$53,749.67

Contributors so far include DNREC, EPA, UD Sea Grant, Sussex County, Henlopen Acres ($1,000). Sussex County has agreed to match dollar for dollar any funds contributed by local municipalities.

The Project would be conducted by the University of Delaware Institute of Public Administration in partnership with the School of Business.

ACTION FORM

PROCEEDING Council Meeting	
DEPARTMENT OF ORIGIN: Town Hall	**DATE SUBMITTED**: 12/06/19
PREPARED BY: Richard Mais and Terry Tieman	
SUBJECT: Center for Inland Bays (CIB) request for$1,000 to assist in funding the expansion of Oyster Gardening into Fenwick Island.	
REFERENCE:	
RELATED PROJECT: Oyster Gardening Program in South Bethany	
REVIEWED BY:	
EXHIBITS: Information from CIB website regarding the program	
EXPENDITURE REQUIRED: $1,000	**AMOUNT BUDGETED**: $0
FUNDING SOURCE (Dept./Page in CIP & Budget): Realty Transfer Tax Reserve	
TIMETABLE: Upon Approval	
RECOMMENDED ACTION: Approve $1,000 of support for Oyster Gardening	

BACKGROUND AND ANALYSIS

The CIB is seeking funding to expand its Oyster Gardening program to Fenwick Island. This program which began in 2003, is a restoration project that employs the use of volunteers to raise small amounts of oysters in the waters that surround their docks and bulkheads. The Center provides juvenile oysters and gear to raise them. The volunteer gardeners provide basic husbandry and grow them for about one year; when they will be used in restoration projects. Further information is provided in the attachment from the Center's website. The program fits with the Fenwick Island's recently adopted Sustainability Plan.

The program was originally begun through a grant from the national Fish & Wildlife Foundation's Five-star Restoration Challenge Grant Program. The program is currently supported through a cooperative effort between the CIB, the Sea Grant Marine Advisory Program, The Town of South Bethany ($1,000 donation) and volunteers.

The Center requires a $50 participation donation from each oyster gardener to participate in the program, which includes some gardeners already living in Fenwick. The Town's contribution would be in addition to those existing and any new individual donations.

The objectives of the program follow:

- **Research** on oysters and prove that oysters can grow great anywhere in our Inland Bays;
- **Improve water quality** through various restoration efforts;
- **Protect young spat**, giving them a chance to grow through better conditions;
- **Create habitat** for other marine species which are the base of the food chain for fish, crabs and other species;
- **Educate** volunteers and the general public about the ecology and value of a healthy population of Inland Bays oysters.

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

October 25, 2019

Honorable Eugene N. Langan
Mayor of the Town of Fenwick Island
800 Coastal Highway
Fenwick Island, DE 19944

RE: State Project No. S14 (Route 1)/S58 (Route 54) Drainage Project … Sussex County Right-of-Way Island Street and West Maryland Ave; Property of the Town of Fenwick Island, Delaware

Dear Mayor Langan:

The Delaware Department of Transportation (DelDOT) has a project to reconstruct the drainage systems at the intersection of State Routes 1 and 54. In order to accomplish this initiative, it is necessary to acquire a Permanent Easement (PE) consisting of approximately 16,900 square feet (0.3880 acres). Enclosed is a description of the area needed for the project (Exhibit).

Included with this letter please find a Permanent Easement Agreement and an Agreement to Grant Easement for you to review. Hopefully, if you are in agreement with this offer and its perceived benefit, you will sign and return to me.

While you are entitled to receive compensation for our project needs, DelDOT is asking you to consider waiving receipt of compensation and donating those needs in lieu of the benefit this project will provide to the remainder of your property. Your donation will help reduce project costs. In addition, DelDOT will be very appreciative of your donation and the cooperative effort demonstrated by you.

By having you sign below and returning the original letter along with the signed agreements, you acknowledge that this donation carries no conditions and is made of its free and voluntary action. Please also include a copy of the partnership agreement indicating who is signing on behalf of the partnership. I have enclosed a copy of this letter for you to retain until I return a fully executed copy back to you.

If you desire additional information or have questions regarding any aspect of our project or this letter, please feel free to contact my associate Pamela Mackey. She can be reached at (302) 326-4483 or by email at pamela.mackey@delware.gov.

Sincerely,

Ida J. Parrett, SR/WA
Right-of-Way Operations Services Manager

IJP:pam
Enclosures
Donation Letter
Permanent Easement Agreement
Agreement to Grant Easement
Recording Forms

The Town of Fenwick Island, Delaware, a municipal corporation of the State of Delaware, having been fully informed of its right to receive just compensation, as determined by an appraisal of the permanent easement area, has agreed to waive its right to receive said just compensation. This decision is made without undue influence or coercive action of any nature. The Town of Fenwick Island, Delaware, having determined that it is in its best interest to do so, agrees to donate to the Delaware Department of Transportation a Permanent Easement consisting of 16,900 square feet described above and as shown on the copy of the attached Exhibit.

In Witness Whereof, The Town of Fenwick Island, Delaware, a municipal corporation of the State of Delaware has hereunto set its hands and seal the day and year aforesaid.

_____ _____ (Seal)

Witness By: _____

(Please Print Name)

Department of Transportation

Approved this _____day of _____, 20_____

_____ By: _____

Witness Ida J. Parrett, SR/WA

Title: Right-of-Way Operations Services Manager

MUTUAL ASSISTANCE AGREEMENT BETWEEN

THE TOWNS OF FENWICK ISLAND, OCEAN VIEW AND SOUTH BETHANY

THIS AGREEMENT, made this _____ day of _____, A.D. 2019, by and between:

TOWN OF FENWICK ISLAND, DELAWARE, a municipal corporation of the State of Delaware (hereinafter "Fenwick Island")

and

TOWN OF OCEAN VIEW, a municipal corporation of the State of Delaware (hereinafter "Ocean View").

and

TOWN OF SOUTH BETHANY, a municipal corporation of the State of Delaware (hereinafter "South Bethany")

WHEREAS, the Parties hereto have previously entered into agreements whereby Fenwick Island and Ocean View provided police service assistance to South Bethany for a period of time to allow for the recruitment of certified officers for the South Bethany police agency; and

WHEREAS, the Parties are content with the working relationship enjoyed by the police agencies of both Towns; and

WHEREAS, the Parties are desirous of continuing the relationship between their respective police agencies so that there may be mutual assistance for such periods of time as they shall deem advisable by furnishing officers and necessary equipment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties hereto, agree as follows:

I. Intergovernmental Police Service and Assistance.

This Mutual Assistance Agreement (hereinafter "Agreement") is executed pursuant to the police power and authority granted the Town Councils of Fenwick Island, Ocean View and South Bethany as set out in their respective Charters, and by authority of 11 *Del.C.* §1941 *et seq.*

II. Purpose of Agreement and Term.

Each Party desires to maximize effective law enforcement in each jurisdiction by permitting their respective officers to perform routine non-emergency police duties and police

coverage within the territorial limits of each Town, including but not limited to, routine patrol and traffic control, in order to preserve and protect the health, safety and welfare of the citizens, inhabitants, and visitors of each jurisdiction (hereinafter, generally "police services").

Each Town shall be authorized to provide its police officers, subject to the needs of the requesting Town and the judgment of the Chief of Police of the assisting Town as to available personnel and equipment, to provide police services in the other Towns. The judgment of the assisting Chief of Police shall be final. The operational details of this Agreement shall be as established by the respective Chiefs of Police, subject to any applicable provisions set forth by State Code or Town Code.

The term of this Agreement shall be for one (1) year from the date of the last signature on behalf of the Towns/Parties. The Agreement may be renewed for up to three (3) additional 1-year terms upon mutual written agreement of the parties no later than 60 days prior to the expiration of a term. Any Town may also terminate its participation in the Agreement per the terms of Section VIII below.

III. Emergency Services.

Each Town shall continue to provide the other with emergency services as may be required in accordance with dispatch by SUSCOM, the Police Mutual Assistance Act (11 *Del. C.* § 1941, *et seq.*) and any applicable policies of the respective Towns.

IV. Power and Authority.

The police officers rendering routine non-emergency police services under this Agreement shall be considered sworn officers of all Towns, such that they shall have all powers and authority of police and peace officers as provided by law within each jurisdiction, including the power of arrest. The Chief or commanding officer on duty in the requesting Town shall be responsible for directing the activities of all officers coming into the requesting jurisdiction. 11 *Del.C.* §1946(a).

V. Costs and Compensation.

No fees or other financial compensation shall be given or received for police services under this Agreement. Each Town shall be responsible for all costs incurred by it and for the compensation of its officers performing services in accordance with this Agreement, and all police officers shall retain the same pension and disability benefits of the Town by which they are employed while performing services in accordance with this Agreement through their respective police agencies.

VI. Liability.

a. Each Town to this Agreement shall waive any and all claims and shall hold harmless each other Town to this Agreement, its police officers, their heirs, administrators and successors, from any and all claims, demands, or suits which may be asserted by a Town relating in any way to mutual aid assistance provided under this Agreement. No Town shall be responsible, indemnify, nor assume any liability for claims which may be brought by third parties against any other Town, or its police officers, agents, employees or their heirs, administrators and successors.

b. Each Town represents that, upon execution of this Agreement, it maintains and will continue to maintain comprehensive general liability insurance for property damage, personal injuries and/or death arising out of the provision of police services and that such insurance will similarly cover officers for police services provided under this Agreement in the other Towns, in accordance with the Police Mutual Assistance Act (11 *Del. C.* § 1945).

VII. Rules and Regulations.

Police officers rendering services under this Agreement shall be subject to the internal and administrative rules and regulations of his or her respective police agency.

VIII. Effective Date of Agreement.

This is a voluntary, at-will Agreement among the Towns, any Town may elect to terminate its participation in the same, by written notice of withdrawal from the Agreement to all other Parties. Such election of termination/withdrawal may be made at any time, with or without cause. This Agreement hereby revokes and replaces all prior agreements at any time heretofore made by the Parties. Any modifications or amendments to this Agreement shall be in writing and signed by all parties.

IX. Governing law.

All of the terms and agreements herein contained shall be binding upon the parties hereto and their successors and shall be governed by the laws of the State of Delaware.

X. Severability.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

[The signature page appears next.]

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the day and year aforesaid

TOWN OF FENWICK ISLAND, DELAWARE
A municipal corporation of the State of Delaware

By:_____
President

{SEAL}

Attest:_____
Secretary

TOWN OF OCEAN VIEW
A municipal corporation of the State of Delaware

By:_____
Mayor

{SEAL}

Attest:_____
Town Clerk

TOWN OF SOUTH BETHANY
A municipal corporation of the State of Delaware

By:_____
Mayor

{SEAL}

Attest:_____
Council Secretary