

REVISION #2 - 2/4/2020

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
February 11, 2020
CITY HALL
414 High Street**

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Executive Session - Personnel
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on January 28, 2020.

Bill Bennett, Director of Electric to introduce Mr. Jordan Marvel who was recently hired as a Groundman in the Electric Department.

ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.

CORRESPONDENCE:

- 1.

NEW BUSINESS:

1. Chief of Police Marshall Craft Jr. to present for approval a Memorandum of Understanding (MOU) with the State of Delaware Criminal Justice Information System (DELJIS) for use of portions of the City Police Department during emergency events that may occur at their 800 Silver Lake Blvd, Dover, DE location.
2. Mrs. Maria Brooke with the Western Sussex Revitalization Corporation to present information related to the HGTV video application for Seaford.
3. Present for approval a request from Tracy Torbert, City Clerk to set formal Real Estate Tax Appeals to City Council for April 14, 2020 from 7:00 p.m. until 8:00 p.m.
4. City Clerk, Tracy Torbert to present information regarding Municipal Election to be held on April 18th, 2020 from 7:00 to 3:00 to include voter registration procedures the use of new voting machines and the training of election workers. She will also share a short video provided by the Department of Election.

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5. Presentation by Det. Cpl. Tyler Justice, School Resource Officer regarding the SRO initiatives and goals with the Seaford School District.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. SCAT - February 12, 2020 at the CHEER Center in Georgetown starting at 6:00 p.m.
2. Special Economic Development Luncheon - February 13, 2020 at Heritage Shores starting at 12:00, noon.
3. Volunteer Appreciation Luncheon, City Hall, February 21 12:00 noon.

CITY OF SEAFORD

Municipal Election – April 18, 2020

The City of Seaford Municipal Election will be held on Saturday, April 18, 2020 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

One (1) Mayor will be elected for a (2) year term
Two (2) Council Members will be elected for a (3) year term.

All candidates must have filed by 5:00 p.m., E.S.T., February 28, 2020.
Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 28, 2020 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident and US Citizen to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 27, 2020.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 18, 2019) and shall have one vote **provided he or she is**

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**registered on the “Books of Registered Voters” maintained at the City Hall.
Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment
if you cannot register during these normal business hours.**

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the “Books of Registered Voters” maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver’s license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

CANDIDATES FILED AS OF February 4, 2020:

Mayor David Genshaw has filed for re-election as Mayor
Councilman James King has filed for Mayor

Councilman Dan Henderson has filed for re-election to Council
Alan Cranston has filed for City Council
Jose Santos has filed for City Council

COMMITTEE REPORTS:

1. Police & Fire - Councilman Dan Henderson
2. Administration - Councilman Orlando Holland
3. Code, Parks and Recreation - Councilman James King
4. Public Works & WWTF - Councilman Matt MacCoy
5. Electric - Councilman William Mulvaney

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of discussing personnel.

EXECUTIVE SESSION:

1. Personnel

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

Mayor Genshaw solicits a motion to adjourn the regular Council meeting.

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NOTE: Agenda shall be subject to change to include or delete additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 2/4/2020

Posted by: TNT

NB# 1
2.11.20

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF DELAWEARE CRIMINAL JUSTICE INFORMATION SYSTEM
(DELJIS) AND
SEAFORD POLICE DEPARTMENT**

I. INTRODUCTION

A. PURPOSE

This Memorandum of Understanding (MOU) between the DELJIS and SEAFORD POLICE DEPARTMENT is jointly developed for the following purposes:

1. To provide temporary shelter, computer, and phone usage for DELJIS employees in the event of an evacuation during inclement weather, or during periods of damage to the physical structure of the DELJIS facility located at 800 Silver Lake Blvd, Dover, DE 19904;
2. To periodically test response and recovery of DELJIS operations in accordance with this MOU.

II. ROLES AND RESPONSIBILITIES

A. SEAFORD POLICE DEPARTMENT Roles and Responsibility to DELJIS

With respect to access:

1. Provide entry to SEAFORD POLICE DEPARTMENT at 300 Virginia Avenue, Seaford, DE 19973
2. Provide designated space for use by 12 of DELJIS employees for up to 30-60 business days.
 - a) As designated by SEAFORD POLICE DEPARTMENT
 - b) Use of restrooms during occupancy
 - c) Use of break room facilities during occupancy

With respect to equipment:

1. Provide designated equipment for use by up to 3 of DELJIS employees for up to 30-60 business days.
 - a) Work space including desks or tables and chairs
 - b) Ability to use computers connected to the State Network
 - c) Ability to use available Cisco VOIP phones

B. Term of the MOU

The term of this MOU shall be reviewed annually beginning February 1, 2020. Changes affecting this MOU must be communicated to both DELJIS & SEAFORD POLICE DEPARTMENT Liaisons and may result from, but not be limited to:

- a) Changes in DELJIS organizational occupancy of the DELJIS building.
- b) Changes in SEAFORD POLICE DEPARTMENT organizational occupancy; and
- c) Physical damage or destruction of the SEAFORD POLICE DEPARTMENT building which interferes with the effective implementation of this agreement

Signatures

DELJIS
Executive Director

Earl M. McCloskey

Name

Signature

Date

SEAFORD POLICE
DEPARTMENT

Chief Marshall Craft

Name

Signature

Date

NRB# 1
2-11-20
Red-Line Copy

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B. DELJIS Roles and Responsibilities to SEAFORD POLICE DEPARTMENT

With respect to access:

1. Notify the SEAFORD POLICE DEPARTMENT of need to occupy facilities;
2. Take reasonable care during occupancy to keep from disrupting SEAFORD POLICE DEPARTMENT's operations
3. Vacate occupancy area in an organized manner
4. Return the occupied area to its original layout and condition at the end of use of the facilities

With respect to equipment:

1. Make arrangements with the Delaware Department of Technology and Information prior to signature of this document in regard to connectivity of DELJIS employees to SEAFORD POLICE DEPARTMENT computers connected to the State network. Options include Virtual Routing and Forwarding (VRF) or a Wireless Access Point (WAP).
2. Make arrangements with the Delaware Department of Technology and Information in regard to connectivity of DELJIS employees to SEAFORD POLICE DEPARTMENT available Cisco VOIP phones if applicable.

Indemnity regarding use of premises.

1. To the extent permitted by law, DELJIS agrees to indemnify, hold harmless, and defend SEAFORD POLICE DEPARTMENT from and against any and all losses, claims, liabilities and expenses, including reasonable attorneys' fees, if any, which SEAFORD POLICE DEPARTMENT may suffer or incur in connection with DELJIS' use or misuse of the premises. DELJIS further releases SEAFORD POLICE DEPARTMENT from the loss of or damage to DELJIS' property due to burglary, mysterious disappearance, fire/water damage and any force majeure event. DELJIS agrees that all DELJIS property is stored at the sole risk of DELJIS.

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IV. Administration of the MOU

A. Liaisons

1. DELJIS and SEAFORD POLICE DEPARTMENT shall each appoint a Liaison. The functions of the Liaisons will be to:
 - a) Ensure adherence to the MOU procedures;
 - b) Develop and maintain a positive interagency relationship;
 - c) Mediate conflict resolution;
 - d) Identify facility use needs and encourage and assist in the development of use of the facilities

2. Earl M. McCloskey, DELJIS Liaison Business Phone Number: 302-739-4856,
After Hours Phone Number: 302-318-4218.
Chief Marshall Craft, SEAFORD POLICE DEPARTMENT Designated Liaison,
Business Phone Number: 302-629-6645.

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Signatures

DELJIS
Executive Director

Earl M. McCloskey

Name

Signature

Date

SEAFORD POLICE
DEPARTMENT

Chief Marshall Craft

Name

Signature

Date

C. Anderson

From: Griffith, Daniel A. <DGriffith@wtplaw.com>
Sent: Tuesday, February 4, 2020 10:46 AM
To: C. Anderson; dhenderson@seafordde.com
Cc: tnewcomer@seafordde.com; Craft Marshall (Seaford PD)
Subject: RE: FW: DLJIS MOU
Attachments: MOU Relocation Seaford PD.docx

Hi Charles:

I am attaching a version of the MOU with a proposed revision concerning DELJIS' obligation to defend/indemnify Seaford with respect to any claim arising out of DELJIS' use of the premises. There could be some other formalistic language to add to make the agreement a little more one-sided in favor of Seaford, but that language would be (1) fairly adversarial and seemingly against the spirit of the parties' intentions; and (2) pretty superficial.

Also, just as a side note, because there is no consideration being given by DELJIS for this MOU, DELJIS likely cannot legally enforce any of it. A valid contract requires consideration (i.e., either some benefit provided by DELJIS to the City or DELJIS' agreement not to do something in exchange for this MOU). Since there is no evidence of consideration by DELJIS, DELJIS likely cannot enforce the terms of this against the City.

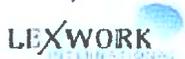
Thanks,

Dan



Daniel A. Griffith | Partner | Managing Attorney, Delaware
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From: C. Anderson <canderson@seafordde.com>
Sent: Tuesday, February 4, 2020 9:51 AM
To: dhenderson@seafordde.com
Cc: Griffith, Daniel A. <DGriffith@wtplaw.com>; tnewcomer@seafordde.com; Craft Marshall (Seaford PD) <marshall.craft@cj.state.de.us>
Subject: [EXTERNAL] RE: FW: DLJIS MOU

Dan,

I full understand your comments. If the agreement is approved as currently written we will be providing this space and other accommodations at not cost to DELJIS. I can only share that we routinely do this type of resource sharing with our