

DEPARTMENT OF TRANSPORTATION
AGREEMENT/CONTRACT TRANSFER SHEET

TO: Lanie Thornton, Director of Finance

VIA: Anne Brown, Director, Maintenance and Operations *AB*

VIA: Ken Feaster, Deputy Attorney General *KF*

FROM: Brian Urbanek, Assistant Director of M & O Statewide Support Services *BTU*

DATE: May 27, 2022

RE: Agreement/Contract - Attest and Log

1. Description of Agreement/Contract: <p style="text-align: center;">Right-of-Way Use Agreement</p>					
2. Type of Agreement/Contract: (e.g., construction*, suburban street, transit, design, planning, traffic operations, maintenance operations, etc.) <p style="text-align: center;">Traffic Operations</p>					
3. Party Agreement/Contract is with: <p style="text-align: center;">New Castle County Division of Police (Contact Captain Brian Faulkner (302-395-8198))</p>					
4. Originating Section: <p style="text-align: center;">Roadside Environmental, M&O Statewide Support Services</p>					
5. State Agreement/Contract Number: <table style="width: 100%; border: none;"><tr><td style="width: 50%; text-align: center;"><u> N/A </u></td><td style="width: 50%; text-align: center;"><u> N/A </u></td></tr><tr><td style="text-align: center;">State Agreement no.</td><td style="text-align: center;">Contract Number</td></tr></table>		<u> N/A </u>	<u> N/A </u>	State Agreement no.	Contract Number
<u> N/A </u>	<u> N/A </u>				
State Agreement no.	Contract Number				
6. Monetary Figure: <u> N/A </u> <p>*if a construction project, please include the following:</p> <p>Estimate amount: \$ <u> </u></p> <p>Award amount: \$ <u> </u></p>					

This form shall be attached to all agreements, including supplementals, and sent to the Director, Technology and Support Services

For office use only: DATE OF ATTEST: 5/31/22



CONTRACT TRANSMITTAL

To: CHIEF ADMINISTRATIVE OFFICER/COUNTY EXECUTIVE

From: Karla Jones Date: 4/3/2022

Contact Info: Karla Jones

Tracking #: 20220313619 District:

Exp. Date: 12/31/9999 Renewal Date: 12/31/9999

Contract must be fully executed by: 12/31/9999 Council Approval(Y/N): N

Contract Type: Revenue Expenditure Other ☒ (explain) Right of Way Use Agreement

Contract Description:

State of Delaware - Right of Way Use Agreement with the Delaware Department of Transportation for mounting NCC cameras.

Fiscal Impact Disclosure

- * Explain specific revenue and/or expenditure, upon the operating/or grant budgets for current year and next 2 years.
- * Attach separate sheet for added information.
- * Enter purchase order amount, where applicable.

Requisition #: Purchase Order:

No fiscal impact.

I recommend that the County Executive execute the attached agreement

Director *[Signature]* 4/7/22
Department Manager Date

[Signature] 4/19/22
Chief Financial Officer Date

Col. *[Signature]* 4-3-22
Second Department Manager Date

[Signature] 4/21/22
Chief Administrative Officer Date

Judith Mitchell for
Wilson Davis Digitally signed by Judith
Mitchell for Wilson Davis
Date: 2022.04.18 14:33:58 -04'00'
County Attorney Date



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

NICOLE MAJESKI
SECRETARY

March 21, 2022

New Castle County Division of Police
ATTN: Colonel Joseph Bloch
3601 N. DuPont Highway
New Castle, DE 19720

**REF: STATE OF DELAWARE
HIGHWAY RIGHT OF WAY USE AGREEMENT**

Dear Colonel Bloch:

This is a **letter Agreement** between the State of Delaware Department of Transportation, Division of Maintenance and Operations ("Division"), and the New Castle County Division of Police ("Permittee"), setting out the terms and conditions for a **Right-of-Way Use Permit**. This **Agreement** and the Plans and Specifications accompanying it shall constitute the "**Permit**," and the work to be performed and the limits of the work area contained in the **Permit** shall constitute the "**Project**".

This **Project** is located:

1. Various locations as approved.

Approval of this permit is contingent upon the following provisions:

- Any devices installed by the Permittee, or an agent working on the Permittee's behalf shall be crashworthy consistent with the Manual for Assessing Safety Hardware standards.
- Any devices installed by the Permittee, or an agent working on the Permittee's behalf, shall be labeled with owner information to include the name and a contact phone number.
- The Permittee shall submit and receive a Safety Permit prior to installation of the devices. **Please contact Canal District Public Works at 302-326-4679 to request a Safety Permit.**
- Any devices that involve underground electric or communications (conduits and/or wiring) shall require that the Permittee register and submit the required underground facilities with the Miss Utility/One Call system. The Permittee, or an agent working on the Permittee's



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behalf must be responsive to any Miss Utility ticket and mark out requests as failure to do so within the prescribed times may result in termination of the Agreement.

Permittee wishes to install public safety operating systems along State roads located within **New Castle County**, consistent with federal and state policy, through the use of post mounted license plate recognition cameras, as approved by the **Division** pursuant to 17 *Del.C.* Sections 131 and 132.

The **Division** will review the initial proposal for each **Permit** and shall determine in its discretion whether more detailed plans shall be required. The **Division** shall advise the **Permittee** of its determination. **Permittee** may then be required to submit detailed specifications, describing the exact nature of the work to be performed.

The **Division's** Roadside Environmental Administrator shall review and approve the **Project** plans and specifications. The **Permittee** will not proceed with any work on any state right-of-way for the **Project** without obtaining prior written approval from the **Division**.

After acceptance of the **Project** plans and specifications and upon notice from the **Division**, the **Permittee** shall proceed to perform the work under the terms and conditions of this **Permit**. Such work shall be performed either by the **Permittee** with its own forces, or by a contract for the performance of such work. Any contracted work for the **Project** must first be submitted to the **Division's** Roadside Environmental Administrator for review and approval.

Permittee will notify the **Division** in writing no later than fourteen days prior to beginning the performance of **Project** work on state right-of-way. This notice provision gives the **Division** time to confirm that reasonable and proper traffic control devices and staffing will be in place for such purposes, as described in the approved plans.

Permittee is not undertaking this **Project** on behalf of the **Division**, and **Permittee** shall bear any and all risk, responsibility and liability with regard to any and all suits, actions or claims because of any injury or damage received or sustained by any person, persons or property, on account of the work of the **Permittee**, its officers, agents, employees, assigns, independent contractors, or the like relating to the **Project**. Nothing herein shall be construed as a waiver of Sovereign Immunity by the State of Delaware Department of Transportation and/or the **Division**. **Permittee** shall be responsible for determining its own insurance requirements and coverage relating to this risk.

Permittee shall require that all contracts it enters with third parties to install public safety operating systems shall include language requiring that the contractor(s) performing any work related to the installation of public safety operating systems hold harmless and indemnify the **Division**, including but not limited to, its officers and employees, from any and all claims, demands and causes of actions of every kind and character on account of the project, including but not limited to, responsibility of the **Permittee's** contractor(s) to provide for the protection and safety of all persons and property.

Permittee shall comply with any and all applicable federal, state, and local laws and regulations in connection with the **Project**. **Permittee** shall bear any and all responsibility and all liability in connection with determining applicable laws and regulations, compliance with same, and any sanctions and/or other liability that may result with any failure(s) to comply with same.

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If the **Permittee** does not comply with the provisions of this **Permit**, or if the **Division** determines within its sole discretion that the work should be suspended and /or stopped completely, the **Division** has the right to suspend and/or cancel without notice any provision of this **Permit**.

Upon completion of the **Project** work and acceptance by the **Division**, the **Permittee** shall maintain the **Project** area as a condition of **Permit** approval. The terms and conditions, maintenance requirements, and time limitations for this part of the **Agreement** shall be set forth in the approved plans and specifications for the **Project**.

All work to be performed under this **Agreement** shall conform with all applicable state and federal laws, rules and regulations, and the plans, specifications and policies of the **Division**, including the anti-discrimination provisions of federal and state civil rights laws. **Permittee** agrees that these provisions shall apply to it and/or any of its independent contractors or sub-contractors.

The Roadside Environmental Administrator shall review this **Agreement** 90 days prior to the expiration date designated in the **Permit** plans. The Roadside Environmental Administrator shall decide whether to continue, cancel, amend, or revise this **Agreement**, subject to the suspension and cancellation provisions herein or as noted on the plans.

The parties agree that the terms and conditions in this **Permit** may be affected by the subsequent adoption, repeal or amendment to any related statute, rule, regulation and/or policy. The signature of the undersigned constitutes the **Division's** consent and endorsement to the provisions of this **Agreement**.

An authorized signature of the **Permittee's** representative when affixed hereafter constitute its agreement to the terms and conditions contained herein.

ATTEST:

BY:

Lanie Thornton, Director of Finance

APPROVED FOR THE DEPARTMENT
OF TRANSPORTATION

BY:

Anne Brown, Director, Maintenance &
Operations

DATE:

5/31/22

ATTEST:

Witness

APPROVED FOR THE NEW CASTLE
COUNTY POLICE

BY:

Permittee:

Matt Meyer, County Executive

4.25.2022

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APPROVED AS TO FORM

A handwritten signature in blue ink, appearing to read 'Ken Feaster', written over a horizontal line.

Ken Feaster, Deputy Attorney General



DELAWARE DEPARTMENT OF TRANSPORTATION
Division of Maintenance & Operations-Roadside Environmental
Right of Way Use Agreement Application

Right of Way Use Agreement Application

**Name of Civic
Assoc., Org.,
and/or Sponsor***

New Castle County Division of Police

Contact Person*

Cpt. Brian Faulkner #2744

Address*

3601N. DuPont Highway

City + Zip*

New Castle, De 19720

E-Mail

Brian.faulkner@newcastlede.gov

Phone (DAY)*

302-395-8198

Phone (FAX)

302-395-8035

***-Required information**

Location Plan

Location Description*

(Include adjacent roads & streets)

-Various locations as approved.

Completed application should be returned to:

Roadside Environmental Administrator
Delaware Department of Transportation
Maintenance & Operations – West Wing
800 South Bay Road
Dover, DE 19901

FAX: 302.739.7251

Application

Form Control: ROW.12.15.16