NEW CASTLE COUNTY COUNCIL
ADMINISTRATIVE-FINANCE COMMITTEE MEETING

Co-Chair George Smiley, Seventh District
Co-Chair John Cartier, Eighth District

August 26, 2025
4:00 PM

VIRTUAL ZOOM WEBINAR MEETING &**
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801

AGENDA

A. Call To Order/Roll Call

B. Approval of Minutes - July 22, 2025

C. Review/Discussion of Resolution(s)

R25-124: CONGRATULATING THE OFFICE OF FINANCE FOR EARNING THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FOR NEW CASTLE COUNTY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FORTY-FOUR CONSECUTIVE YEARS
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

R25-126: TO AMEND NEW CASTLE COUNTY COUNCIL RULE NO. 1 ("IN GENERAL") RELATING TO MOTIONS TO SUSPEND RULES
Prime Sponsor(s): Mr. Hollins

R25-127: TO AMEND NEW CASTLE COUNTY COUNCIL PROCEDURAL RULE NO. 4 REGARDING CERTAIN MEETINGS
Prime Sponsor(s): Mr.Tackett, Ms. Kilpatrick

R25-128: APPROVAL OF GRANT FUNDING ALLOCATION FOR AETNA HOSE, HOOK & LADDER FIRE COMPANY
Prime Sponsor(s): Ms. George, Mr. Sheldon, Mr. Tackett, Ms. Kilpatrick
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-129: APPROVAL OF GRANT FUNDING ALLOCATION FOR BELVEDERE FIRE COMPANY
Prime Sponsor(s): Mr. Toole
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-130: APPROVAL OF GRANT FUNDING ALLOCATION FOR BRANDYWINE HUNDRED FIRE COMPANY
Prime Sponsor(s): Mr. Cartier, Mr. Hollins
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley

R25-131: APPROVAL OF GRANT FUNDING ALLOCATION FOR CHRISTIANA FIRE COMPANY
Prime Sponsor(s): Mr. Toole, Mr. Smiley, Mr. Tackett, Ms. George, Mr. Caneco
Co-sponsor(s): Mr. Cartier

R25-132: APPROVAL OF GRANT FUNDING ALLOCATION FOR CLAYMONT FIRE COMPANY
Prime Sponsor(s): Mr. Cartier, Ms. Durham
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley

R25-133: APPROVAL OF GRANT FUNDING ALLOCATION FOR CRANSTON HEIGHTS FIRE COMPANY
Prime Sponsor(s): Mr. Toole, Mr. Sheldon, Ms. Durham, Ms. Kilpatrick
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-134: APPROVAL OF GRANT FUNDING ALLOCATION FOR DELAWARE CITY FIRE COMPANY
Prime Sponsor(s): Mr. Caneco
Co-sponsor(s): Mr. Toole, Mr. Smiley, Mr. Cartier

R25-135: APPROVAL OF GRANT FUNDING ALLOCATION FOR ELSMERE FIRE COMPANY
Prime Sponsor(s): Mr. Toole, Ms. Durham
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-136: APPROVAL OF GRANT FUNDING ALLOCATION FOR FIVE POINTS FIRE COMPANY
Prime Sponsor(s): Mr. Toole, Mr. Street
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-137: APPROVAL OF GRANT FUNDING ALLOCATION FOR GOOD WILL FIRE COMPANY
Prime Sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Street
Co-sponsor(s): Mr. Toole, Mr. Cartier

R25-138: APPROVAL OF GRANT FUNDING ALLOCATION FOR HOCKESSIN FIRE COMPANY
Prime Sponsor(s): Ms. Kilpatrick, Ms. Durham
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-139; APPROVAL OF GRANT FUNDING ALLOCATION FOR HOLLOWAY TERRACE FIRE COMPANY
Prime Sponsor(s): Mr. Street
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-140: APPROVAL OF GRANT FUNDING ALLOCATION FOR MILL CREEK FIRE COMPANY
Prime Sponsor(s): Mr. Toole, Mr. Sheldon, Ms. Kilpatrick
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-141: APPROVAL OF GRANT FUNDING ALLOCATION FOR MINQUADALE FIRE COMPANY
Prime Sponsor(s): Mr. Street,
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-142: APPROVAL OF GRANT FUNDING ALLOCATION FOR MINQUAS FIRE COMPANY
Prime Sponsor(s): Mr. Toole, Mr. Street
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-143: APPROVAL OF GRANT FUNDING ALLOCATION FOR ODESSA FIRE COMPANY
Prime Sponsor(s): Mr. Caneco, Mr. Carter
Co-sponsor(s): Mr. Toole, Mr. Smiley, Mr. Cartier

R25-144: APPROVAL OF GRANT FUNDING ALLOCATION FOR PORT PENN FIRE COMPANY
Prime Sponsor(s): Mr. Carter
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-145: APPROVAL OF GRANT FUNDING ALLOCATION FOR TALLEYVILLE FIRE COMPANY
Prime Sponsor(s): Ms. Durham, Mr. Cartier
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley

R25-146: APPROVAL OF GRANT FUNDING ALLOCATION FOR VOLUNTEER HOSE FIRE COMPANY
Prime Sponsor(s): Mr. Carter, Ms. George
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier

R25-147: APPROVAL OF GRANT FUNDING ALLOCATION FOR WILMINGTON MANOR FIRE COMPANY
Prime Sponsor(s): Mr. Smiley, Mr. Street
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Cartier

R25-148: TO AMEND NEW CASTLE COUNTY COUNCIL PROCEDURAL RULE NO. 15 (“CONTINGENCY FUND”) RELATING TO CONTINGENCY ALLOCATIONS
Prime Sponsor(s):Mr. Smiley
Co-sponsor(s): Mr. Hollins

R25-149: TO AMEND NEW CASTLE COUNTY COUNCIL PROCEDURAL RULE 4 REGARDING INTRODUCTION OF ORDINANCES
Prime Sponsor(s): Mr. Smiley

R25-150: PROVIDING FOR A REVIEW OF THE RECENT REASSESSMENT OF NEW CASTLE COUNTY
Prime Sponsor(s): Mr. Tackett, Mr. Toole, Ms. Durham

R25-151: SUPPORTING FALUN GONG AND ITS PURSUIT OF EXERCISING FREEDOM OF RELIGION
Prime Sponsor(s): Ms. Kilpatrick, Ms. Williams-Johns

R25-152: CONSENTING TO THE APPOINTMENT OF DAVID DEL GRANDE TO THE POSITION OF CHIEF FINANCIAL OFFICER
Prime Sponsor(s): Mr. Hollins, Mr. Smiley, Mr. Cartier

D. Review/Discussion of Ordinance(s)

°25-097: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 2 (“ADMINISTRATION”), SECTION 2.05.507 (“HUMAN RESOURCES ADVISORY BOARD”) REGARDING BOARD COMPOSITION
Prime Sponsor(s): Mr. Toole
Co-sponsor(s): Ms. Durham

°25-098: AMENDING CHAPTER 26 (“HUMAN RESOURCES”), SECTION 26.01.009 (“UNIFORM PAY PLANS”) REGARDING PROCEDURE
Prime Sponsor(s): Mr. Caneco, Mr. Smiley

°25-099: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 14 (“FINANCE AND TAXATION”), ARTICLE 5 (“ABATEMENT OF PROPERTY TAXES AND PENALTY”) TO PROVIDE

THE CHIEF FINANCIAL OFFICER AUTHORITY TO ABATE PENALTIES FOR ELIGIBLE RESIDENTIAL TAXPAYERS PARTICIPATING IN AN INSTALLMENT PAYMENT PLAN CAUSED BY INCREASED PROPERTY TAX LIABILITY FOLLOWING A COUNTY-WIDE REASSESSMENT OF REAL PROPERTY
Prime Sponsor(s): Mr. Smiley

°25-102: AMEND THE FY2025 APPROVED OPERATING BUDGET: APPROPRIATE STATE OF DELAWARE FUNDING RECEIVED FOR THE NEW CASTLE COUNTY POLICE EMPLOYEE'S RETIREMENT SYSTEM TO THE DEPARTMENT OF PUBLIC SAFETY EMPLOYEE BENEFITS BUDGETARY LINE ITEM
Prime Sponsor(s): Mr. Smiley, Mr. Cartier, Mr. Toole, Mr. Caneco

E. New Castle County Grant Requests/Community Events

-8/26/25 Grant Matrix

F. Expense and Revenue Round Table

G. Other

-Travel Request - Councilman Carter

H. Public Comment

I. Adjournment

AGENDA POSTED: Tuesday, August 19, 2025

*The agenda is posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a telephone and video conference, utilizing zoom Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : https://zoom.us/j/377322142 You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at https://www.nccde.org/2351/Agendas-and-Minutes Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator. For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: August 26, 2025

RESOLUTION NO. 25-124

CONGRATULATING THE OFFICE OF FINANCE FOR EARNING THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FOR NEW CASTLE COUNTY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FORTY-FOUR CONSECUTIVE YEARS

WHEREAS, candid financial disclosure is the foundation of maintaining a trusting relationship between New Castle County Government and its citizens; and

WHEREAS, each year the New Castle County Office of Finance creates an Annual Comprehensive Financial Report to provide clear, straightforward financial information to its residents, stakeholders, and all interested parties; and

WHEREAS, New Castle County has been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada, in recognition of its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024; and

WHEREAS, the Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management; and

WHEREAS, this important, independent recognition helps assure our citizens that New Castle County government's financial reporting has met the highest, most stringent, and most current national standards; and

WHEREAS, this is the forty-fourth consecutive year that the Office of Finance has created an Annual Comprehensive Financial Report that has merited the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that the County Council congratulates and commends the Office of Finance for its outstanding service to the citizens and government of New Castle County.

Adopted by the County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: Same as title.

FISCAL IMPACT: There will be no discernable fiscal impact upon the adoption of this Resolution.

Acknowledged by the Acting Chief Financial Officer July 24, 2025.

Prime Sponsor(s): Mr. Hollins
Date of introduction: August 26, 2025

RESOLUTION NO. 25-126

TO AMEND NEW CASTLE COUNTY COUNCIL RULE NO. 1 ("IN GENERAL") RELATING TO MOTIONS TO SUSPEND RULES

WHEREAS, New Castle County Council considers legislation pursuant to the process set forth in the Procedural Rules of County Council; and

WHEREAS, this proposed Resolution would bring Council's Procedural Rules into conformity with *New Castle County Code* regarding the vote requirement (2/3) necessary for Council to suspend its Procedural Rules; and

NOW, THEREFORE, BE IT RESOLVED, that New Castle County Council recognizes the importance of establishing clear protocols and, thus, amends Rule No. 1 of Council's Procedural Rules, using strikethroughs to represent deletions and underlines to reflect additions, as set forth below.

RULE NO. 1 IN GENERAL.

1.1.1. Application.

Council Rules ~~shall~~ apply in all regular, committee, special and emergency meetings unless a "~~-~~Motion to Suspend the Rules~~-~~" is approved by a 2/3 supermajority vote of Council (~~seven (7) out of thirteen (13))~~ (9 out of thirteen) (second, yes-no required).

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: This Resolution amends County Council Procedural Rule 1.1.1 to bring the vote requirement in conformity with *New Castle County Code* Section 2.02.105.

FISCAL NOTE: There is no fiscal impact as a result of this Resolution.

Prime Sponsor(s): Mr. Tackett, Ms. Kilpatrick
Date of introduction: August 26, 2025

RESOLUTION NO. 25-127

TO AMEND NEW CASTLE COUNTY COUNCIL PROCEDURAL RULE NO. 4 REGARDING CERTAIN MEETINGS

WHEREAS, from time to time, it becomes necessary to update and revise New Castle County Council's Procedural Rules; and

WHEREAS, like many legislative bodies, County Council has the authority to adopt its own internal rules of procedure outlining the process to be followed (*see Delaware Code* Title 9, Section 1150); and

WHEREAS, the authority granted by the General Assembly to County Council applies broadly; and

WHEREAS, County Council has determined it is necessary to update its Procedural Rules which refer to a long outdated process for rezoning hearings; and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby amends Council Procedural Rule No. 4 by adding the material that is underscored and deleting the material that is stricken, as set forth below.

RULE NO. 4. REGULAR COUNCIL MEETINGS.

…

4.5. **Consideration of Certain Types of Legislation and/or Variances.**

4.5.1. Consideration of Re-zoning/Hometown Overlay Ordinances…

4.5.1.1. Re-zonings and Hometown Overlays are heard as set forth in applicable provisions of *New Castle County Code.* ~~tri-annually at the first regularly scheduled Council meeting in February, June, and October[36]. Tabled re-zonings need not wait until next tri-annual date to be considered. Changes made to the technical criteria describing the land development plan associated with the rezoning (typically in parentheses following the title) shall be done by substitute if the required Planning Board public hearing has not yet been held.~~

~~[36] NCC § 40.31.111~~

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: This proposed amendment to County Council's Procedural Rules eliminates outdated Procedural Rules regarding rezonings and hometown overlays, consistent with the *New Castle County Code* and current practice.

FISCAL NOTE: There is no discernible fiscal impact.

Prime Sponsor(s): Ms. George, Mr. Sheldon, Mr. Tackett, Ms. Kilpatrick
Co-sponsors(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-128

APPROVAL OF GRANT FUNDING ALLOCATION FOR AETNA HOSE, HOOK & LADDER FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on July 23, 2025, Aetna Hose, Hook & Ladder Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of twenty full-time employees their grant funding allocation is authorized in the amount of $230,769.23.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Aetna Hose, Hook & Ladder Fire Company in the amount of $230,769.23 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Aetna Hose, Hook & Ladder Fire Company in the amount of $230,769.23.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Aetna Hose, Hook & Ladder Fire Company in the amount of $230,769.23. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
AETNA HOSE, HOOK & LADDER COMPANY

This Memorandum of Agreement is made this 23 day of July, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and AETNA HOSE, HOOK & LADDER COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $150,665.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with twenty (20) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Aetna Hose Hook & Ladder Company
ATTN: President and/or Chief
P. O. Box 148
Newark, DE 19715-0148

With a copy to:

Dan Seador
Aetna Hose Hook & Ladder
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 23 day of July, 2025.

ATTEST:

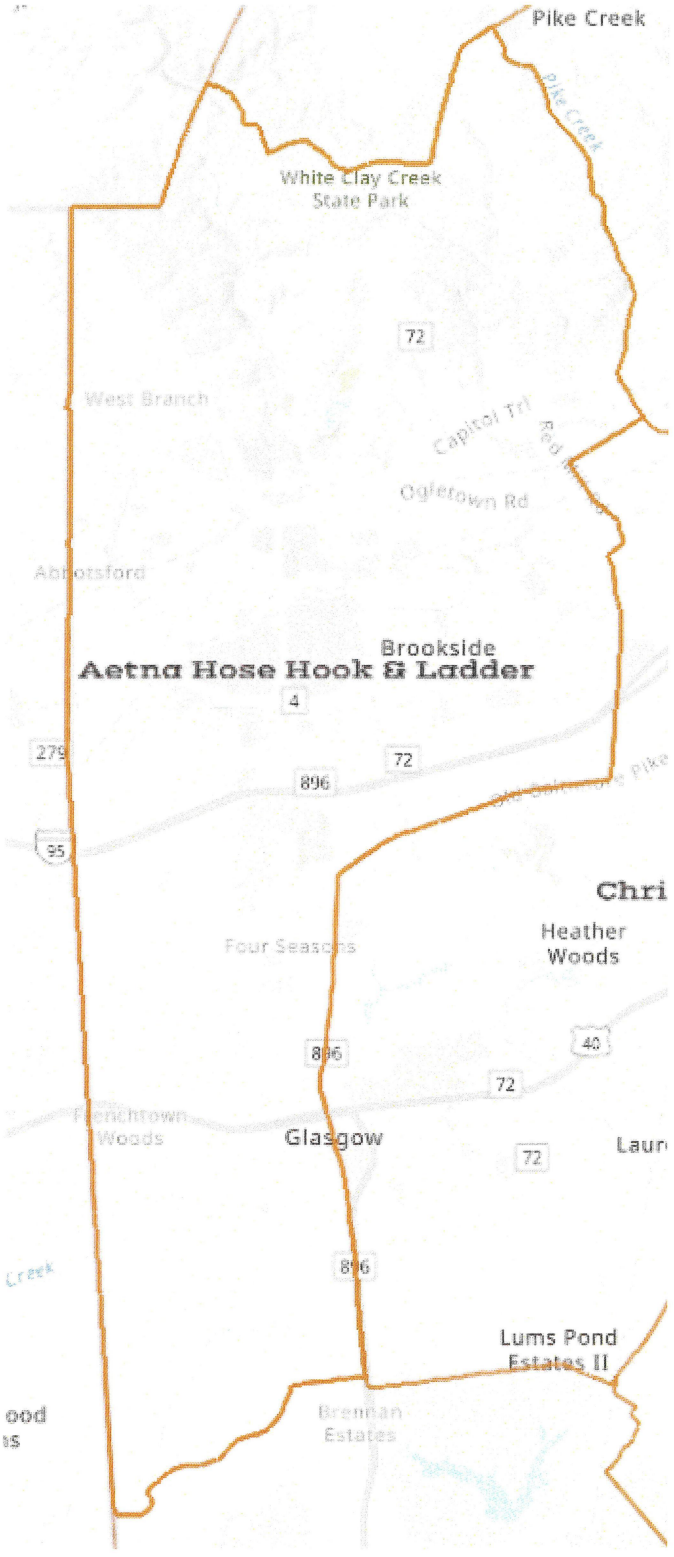
Witness

AETNA HOSE HOOK & LADDER COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Pike Creek
White Clay Creek
State Park
72
West Branch
Capitol Trl
Ogletown Rd
Abbotsford
Brookside
Aetna Hose Hook & Ladder
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279
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896
95
Heather
Woods
40
72
Glasgow
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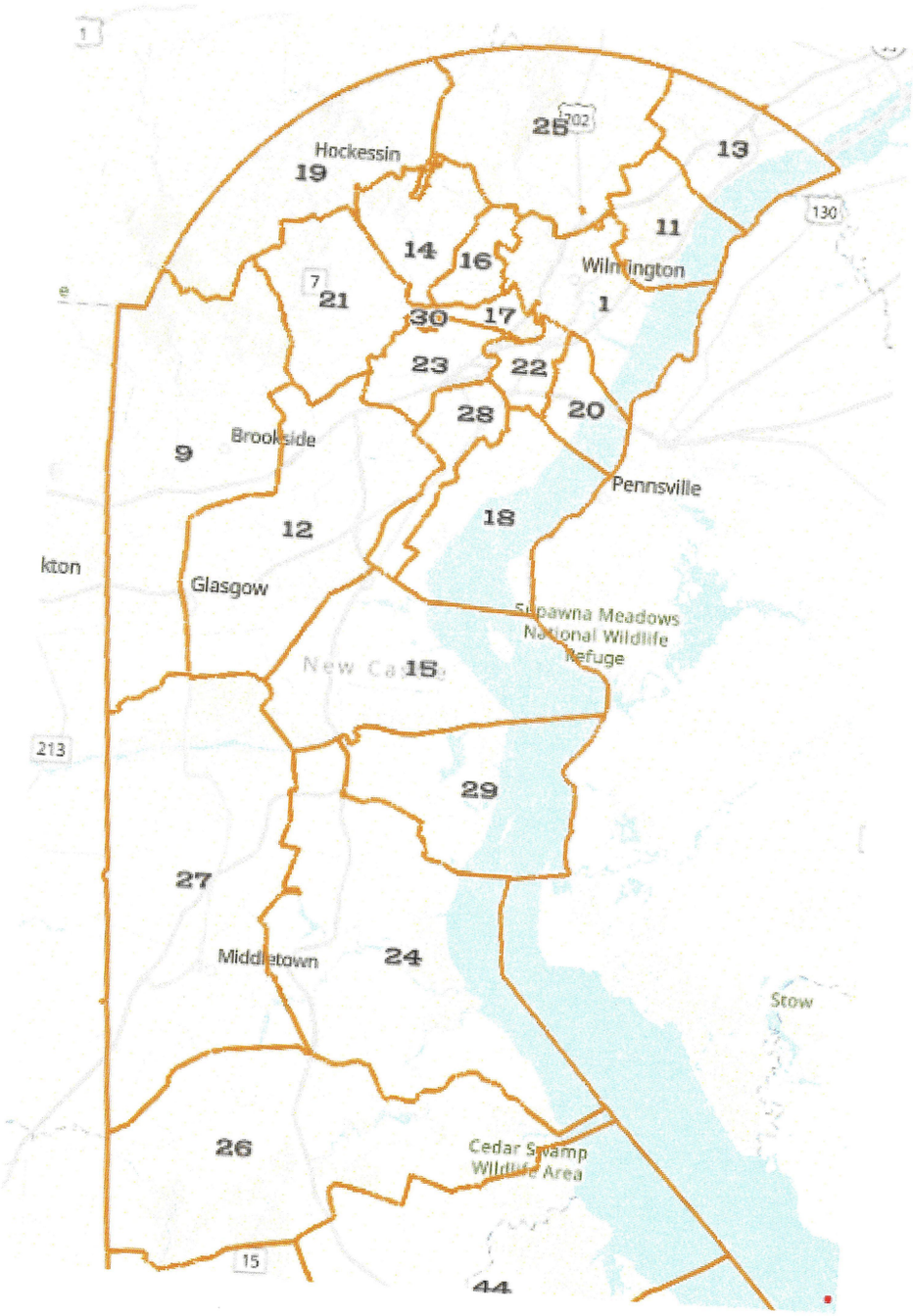
896
Lums Pond
Estates II
Brennan
Estates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Wilmington
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Brookside
9
Pennsville
18
12
kton
Glasgow
Supawna Meadows
National Wildlife
Refuge
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Toole
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-129

APPROVAL OF GRANT FUNDING ALLOCATION FOR BELVEDERE FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 15, 2025, Belvedere Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of four part-time employees their grant funding allocation is authorized in the amount of $23,076.92.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Belvedere Fire Company in the amount of $23,076.92 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Belvedere Fire Company in the amount of $23,076.92.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Belvedere Fire Company in the amount of $23,076.92. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
BELVEDERE FIRE COMPANY

This Memorandum of Agreement is made this 15th day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and BELVEDERE FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,507.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $0.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with zero (0) full-time employees and four (4) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Belvedere Fire Company
ATTN: President and/or Chief
1000 Liberty Road
Wilmington, DE 19804

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure.* Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 15th day of August, 2025.

ATTEST:

Witness

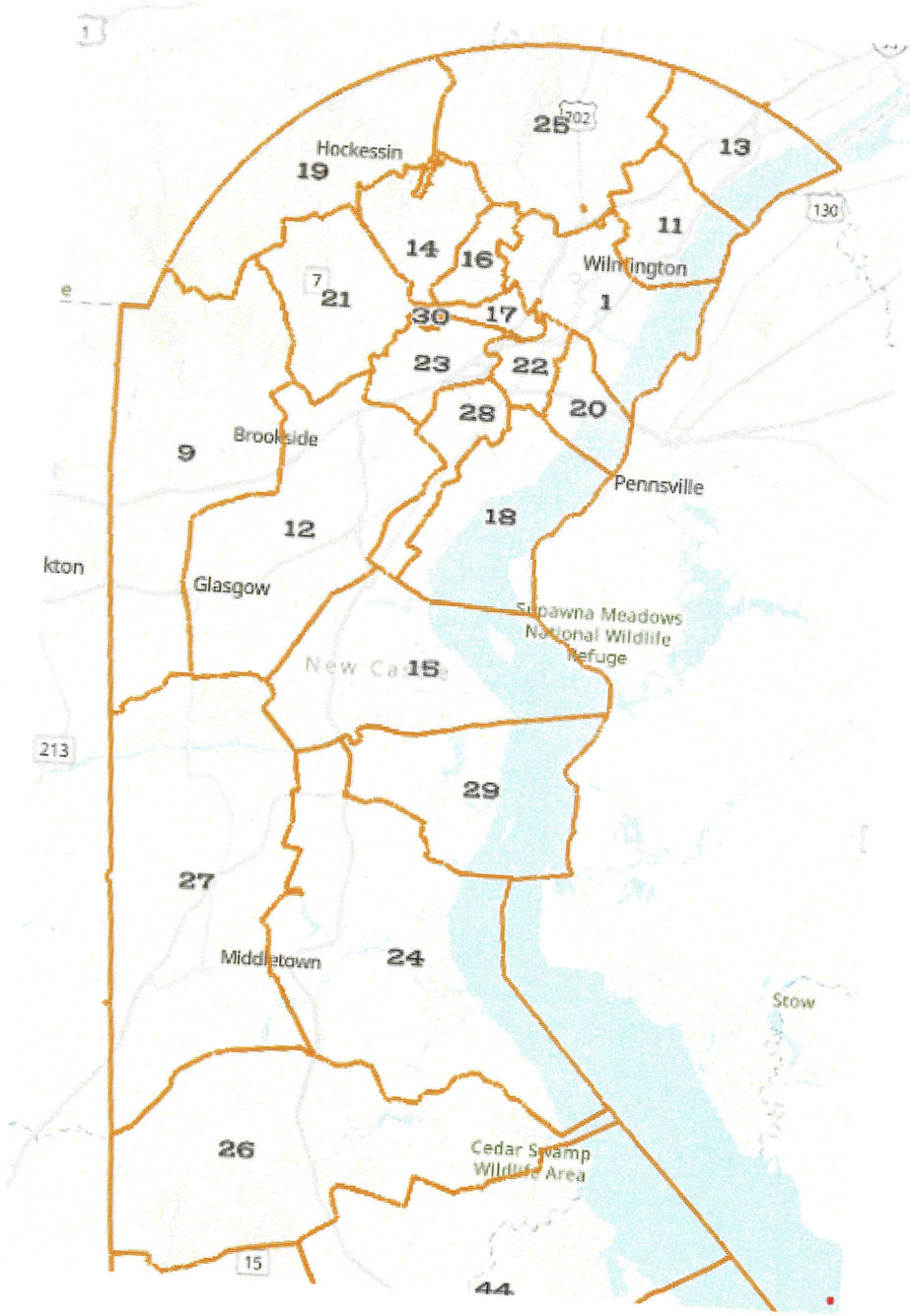
Shirley Goldsberry
BELVEDERE FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Avalon
B and O Railroad
141
Landenberg Junction
Delaware National Guard Field Maintenance Shop
Brandywine Body Shop
78 ft
Belvedere Fire Company
Delcastle Technical High School
141
62
76 ft
62
Rock of Ages Missionary Baptist Church
Boxwood Rd
Belvedere
Simpson Cemetery
Cunard St
Lloyd St
Livingston Ave
Newport Gap Pike
Stanley Ave
Kiamensi Rd
Glen Berne Estates
Absalom Jones School
Maple Ave
Westview
Walnut Ave
Cedar Ave
N Riding Ln
S Riding Ln
Westview Park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702
Hockessin
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Wilmington
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Brookside
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Pennsville
18
12
kton
Glasgow
Supawna Meadows
National Wildlife
Refuge
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Cartier, Mr. Hollins
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-130

APPROVAL OF GRANT FUNDING ALLOCATION FOR BRANDYWINE HUNDRED FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 15, 2025, Brandywine Hundred Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of fourteen full-time employees their grant funding allocation is authorized in the amount of $161,538.46.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Brandywine Hundred Fire Company in the amount of $161,538.46 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Brandywine Hundred Fire Company in the amount of $161,538.46.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Brandywine Hundred Fire Company in the amount of $161,538.46. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
BRANDYWINE HUNDRED FIRE COMPANY

This Memorandum of Agreement is made this 15th day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and BRANDYWINE HUNDRED FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with fourteen (14) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Brandywine Hundred Fire Company
ATTN: President and/or Chief
Wilmington, DE 19809

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy the breach, then the non-defaulting party shall be entitled to exercise any and all rights and

remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 15th day of August, 2025.

ATTEST:

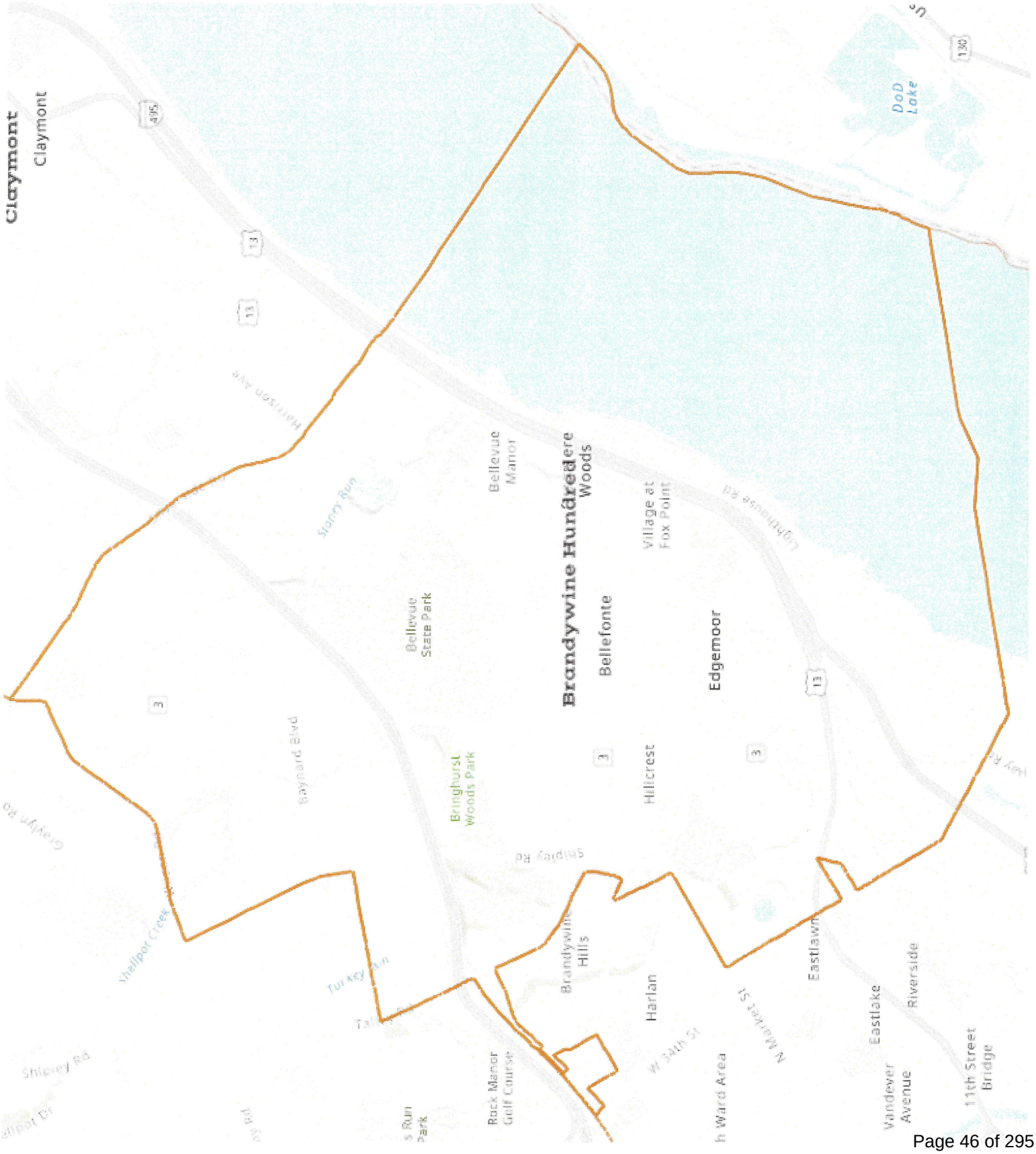
Witness

BRANDYWINE HUNDRED FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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Bringhurst Woods Park
Hillcrest
Shipley Rd
Greylyn Rd
Shellpot Creek
Turkey Run
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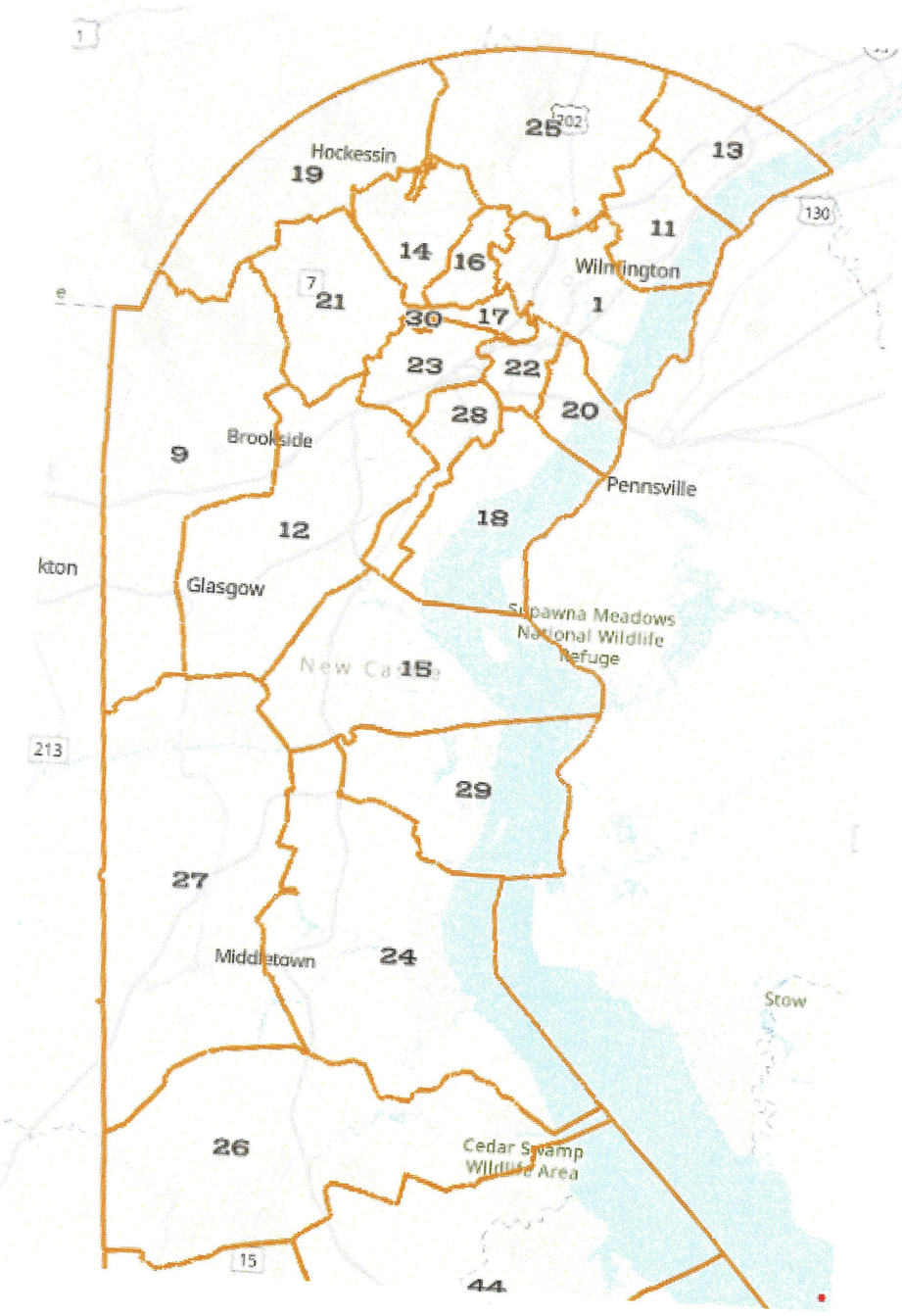
Rock Manor Golf Course
Vandever Avenue
11th Street Bridge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Glasgow
Supawna Meadows
National Wildlife
Refuge
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Middletown
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Stow
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Cedar Swamp
Wildlife Area
15
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Prime Sponsor(s): Mr. Toole, Mr. Smiley, Mr. Tackett, Ms. George, Mr. Caneco
Co-sponsor(s): Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-131

APPROVAL OF GRANT FUNDING ALLOCATION FOR CHRISTIANA FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 14, 2025, Christiana Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of twenty-nine full-time employees their grant funding allocation is authorized in the amount of $334,615.38.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Christiana Fire Company in the amount of $334,615.38 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Christiana Fire Company in the amount of $334,615.38.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Christiana Fire Company in the amount of $334,615.38. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
CHRISTIANA FIRE COMPANY

This Memorandum of Agreement is made this 14 day of AUGUST, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and CHRISTIANA FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $150,665.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with twenty-nine (29) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Christiana Fire Company
ATTN: President and/or Chief
2 East Main Street
Christiana, DE 19702

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 14 day of AUGUST, 2025.

ATTEST:

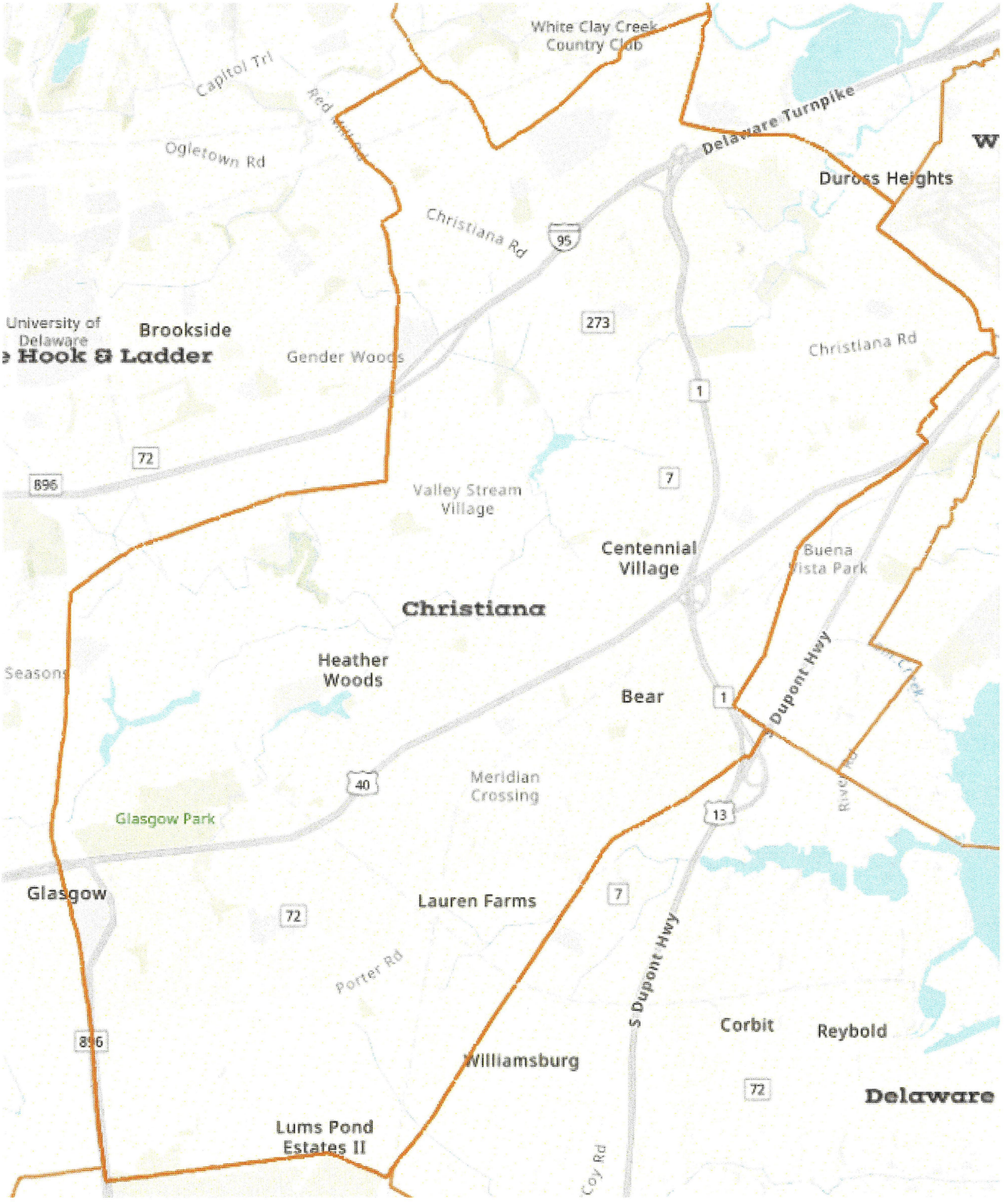
Witness

CHRISTIANA FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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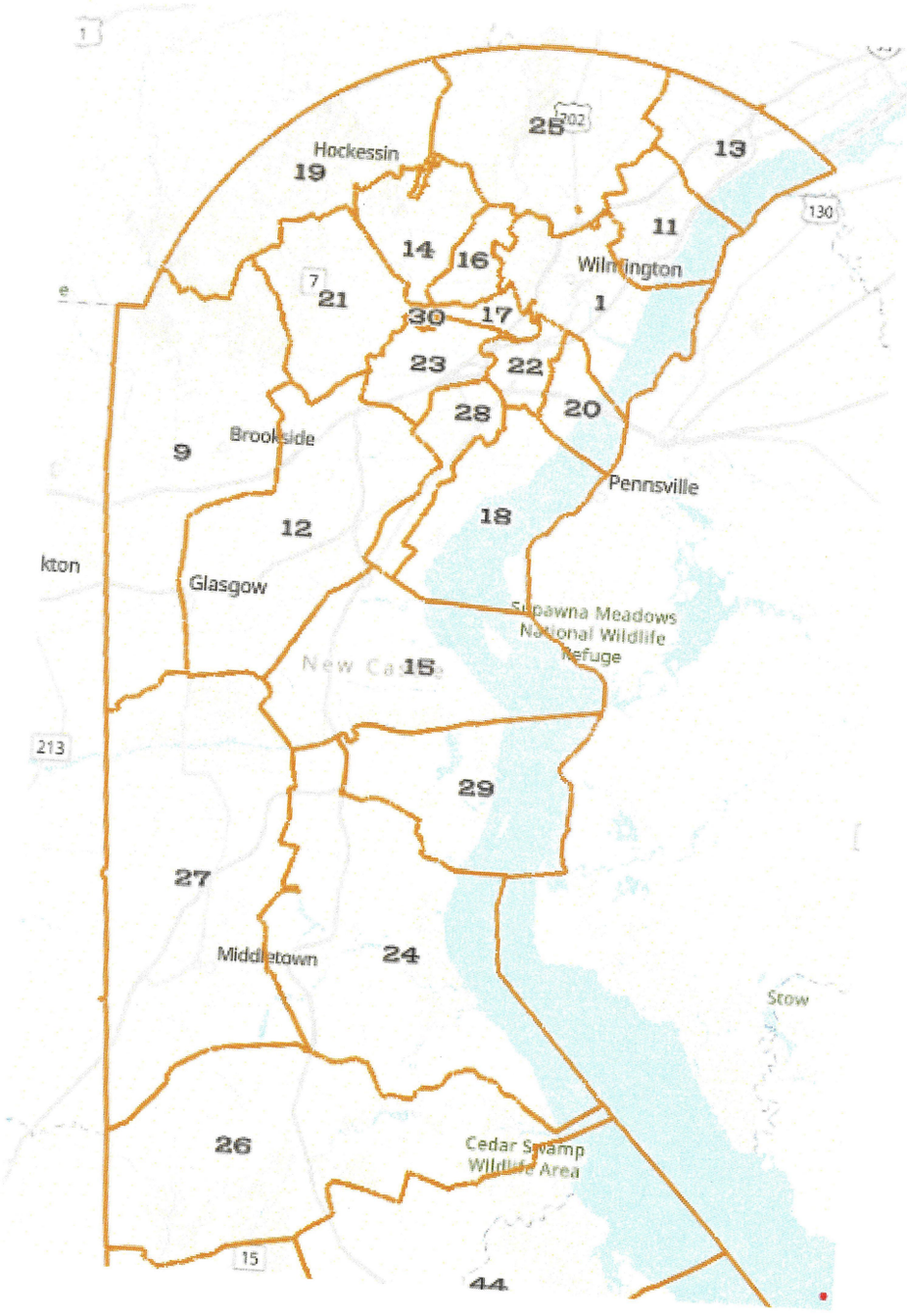
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Supawna Meadows
National Wildlife
Refuge
New Castle
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Middletown
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Stow
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Cedar Swamp
Wildlife Area
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Prime Sponsor(s): Mr. Cartier, Ms. Durham
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-132

APPROVAL OF GRANT FUNDING ALLOCATION FOR CLAYMONT FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 13, 2025, Claymont Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of nine full-time employees their grant funding allocation is authorized in the amount of $103,846.15.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Claymont Fire Company in the amount of $103,846.15 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Claymont Fire Company in the amount of $103,846.15.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Claymont Fire Company in the amount of $103,846.15. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
CLAYMONT FIRE COMPANY

This Memorandum of Agreement is made this 13th day of AUGUST, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and CLAYMONT FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $75,332.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with nine (9) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Claymont Fire Company
ATTN: President and/or Chief
3223 Philadelphia Pike
Claymont, DE 19703

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 13th day of AUGUST, 2025.

ATTEST:

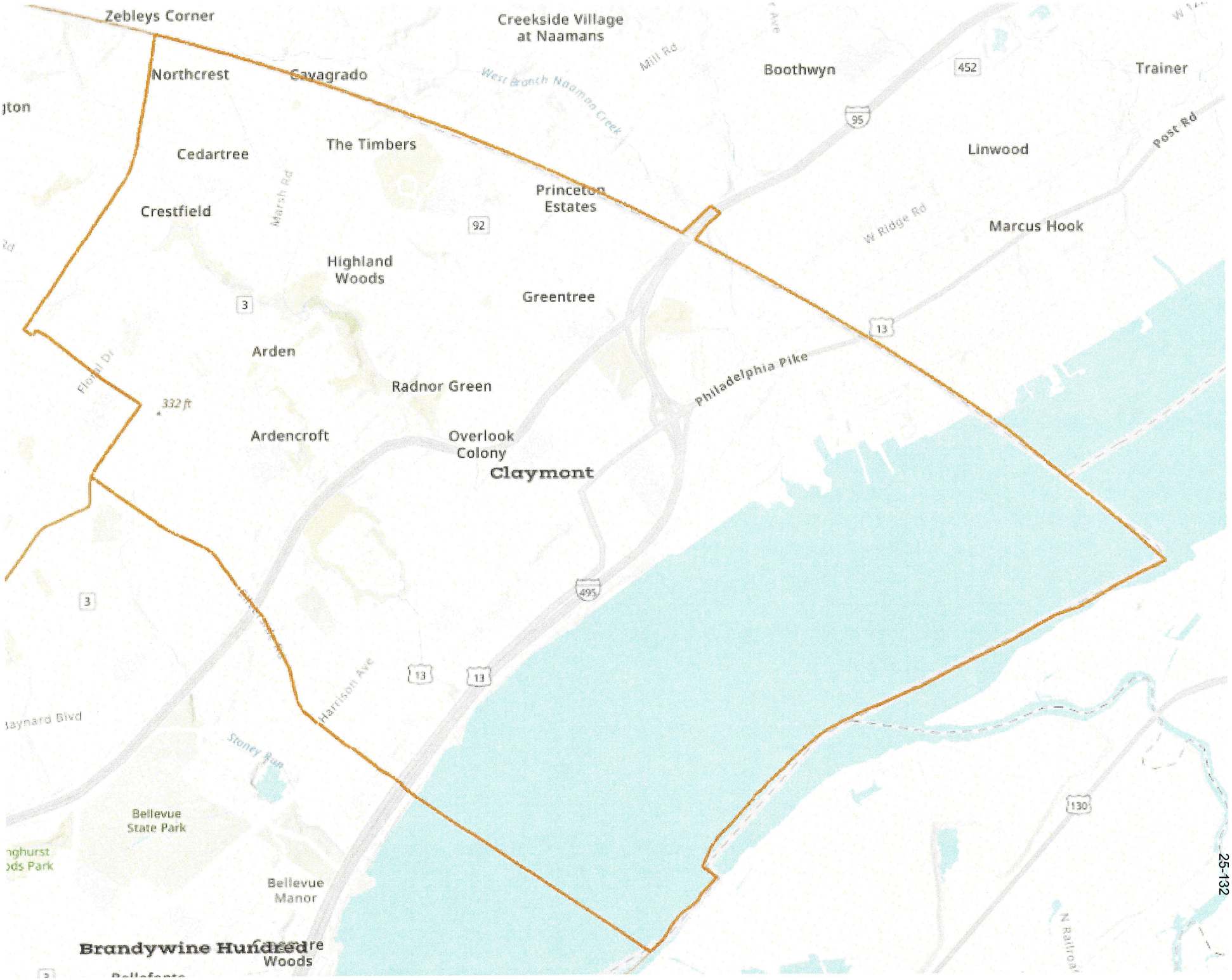
Witness

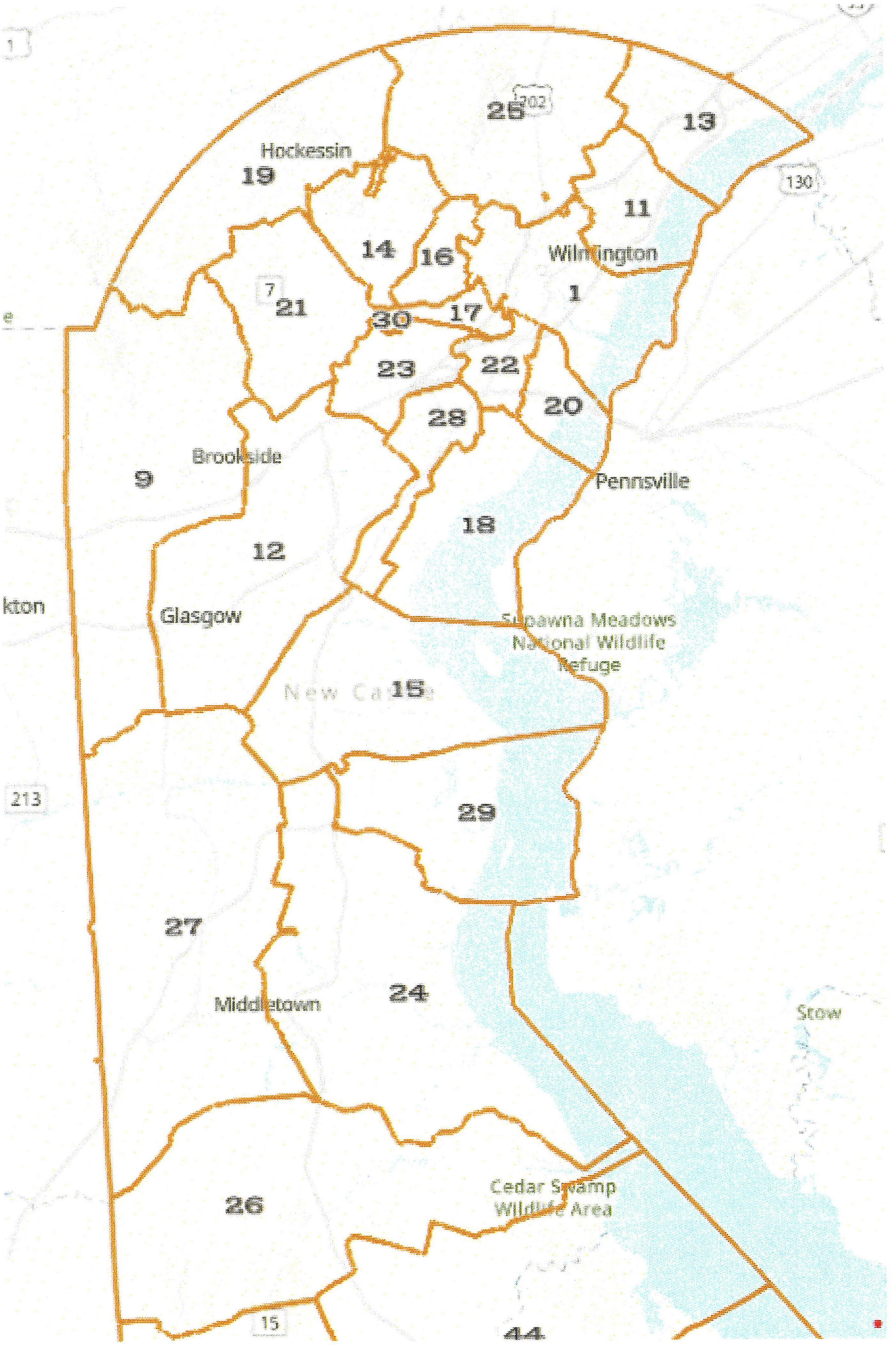
PRESIDENT
CLAYMONT FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Zebleys Corner
Creekside Village at Naamans
Northcrest
Cavagrado
West Branch Naaman Creek
Mill Rd
Boothwyn
452
Trainer
95
Cedartree
The Timbers
Linwood
Post Rd
Princeton Estates
Crestfield
Marsh Rd
92
W Ridge Rd
Marcus Hook
Highland Woods
Greentree
3
13
Arden
Philadelphia Pike
Radnor Green
332 ft
Ardencroft
Overlook Colony
Claymont
495
Harrison Ave
Stoney Run
Bellevue State Park
130
Bellevue Manor
Brandywine Hundred
Woods
N Railroad


25
202
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Hockessin
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Wilmington
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20
28
Brookside
9
Pennsville
18
12
kton
Glasgow
Supawna Meadows
National Wildlife
Refuge
New Ca
15
213
29
27
Middletown
24
Stow
Cedar Swamp
Wildlife Area
26
15
44

Prime Sponsor(s): Mr. Toole, Mr. Sheldon, Ms. Durham, Ms. Kilpatrick
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-133

APPROVAL OF GRANT FUNDING ALLOCATION FOR CRANSTON HEIGHTS FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 11, 2025, Cranston Heights Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of eight full-time employees their grant funding allocation is authorized in the amount of $92,307.69.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Cranston Heights Fire Company in the amount of $92,307.69 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Cranston Heights Fire Company in the amount of $92,307.69.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Cranston Heights Fire Company in the amount of $92,307.69. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
CRANSTON HEIGHTS FIRE COMPANY

This Memorandum of Agreement is made this 11 day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and CRANSTON HEIGHTS FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $0.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. <u>Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation</u>.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with eight (8) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Cranston Heights Fire Company
ATTN: President and/or Chief
3306 Kirkwood Highway
Wilmington, DE 19808

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 12th day of August, 2025.

ATTEST:

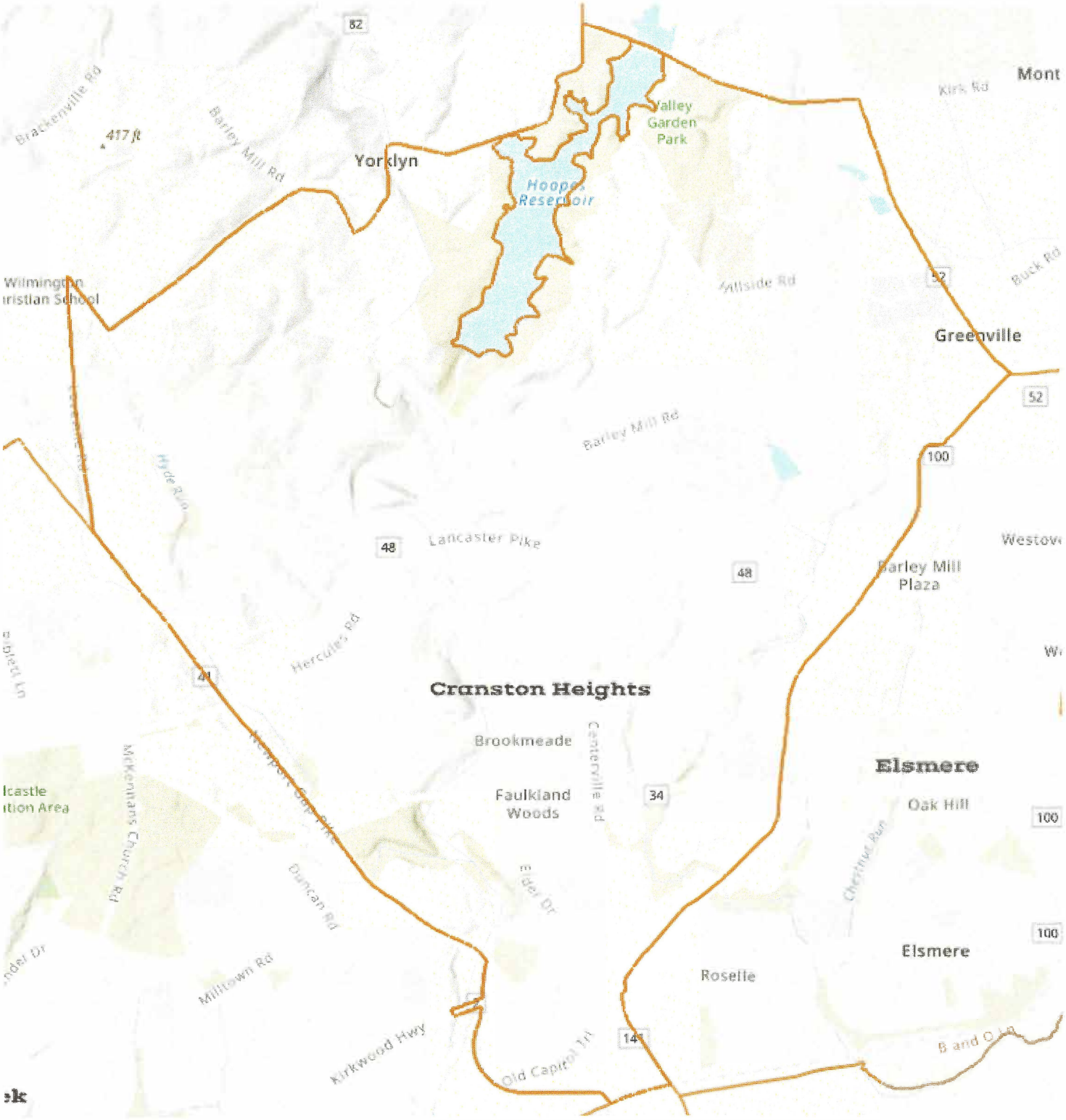
Witness

CRANSTON HEIGHTS FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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Elsmere
Oak Hill
Roselle
Barley Mill Plaza
Hillside Rd
Kirk Rd
Buck Rd
Brackenville Rd
Barley Mill Rd
Duncan Rd
Milltown Rd
Kirkwood Hwy
Old Capitol Trl
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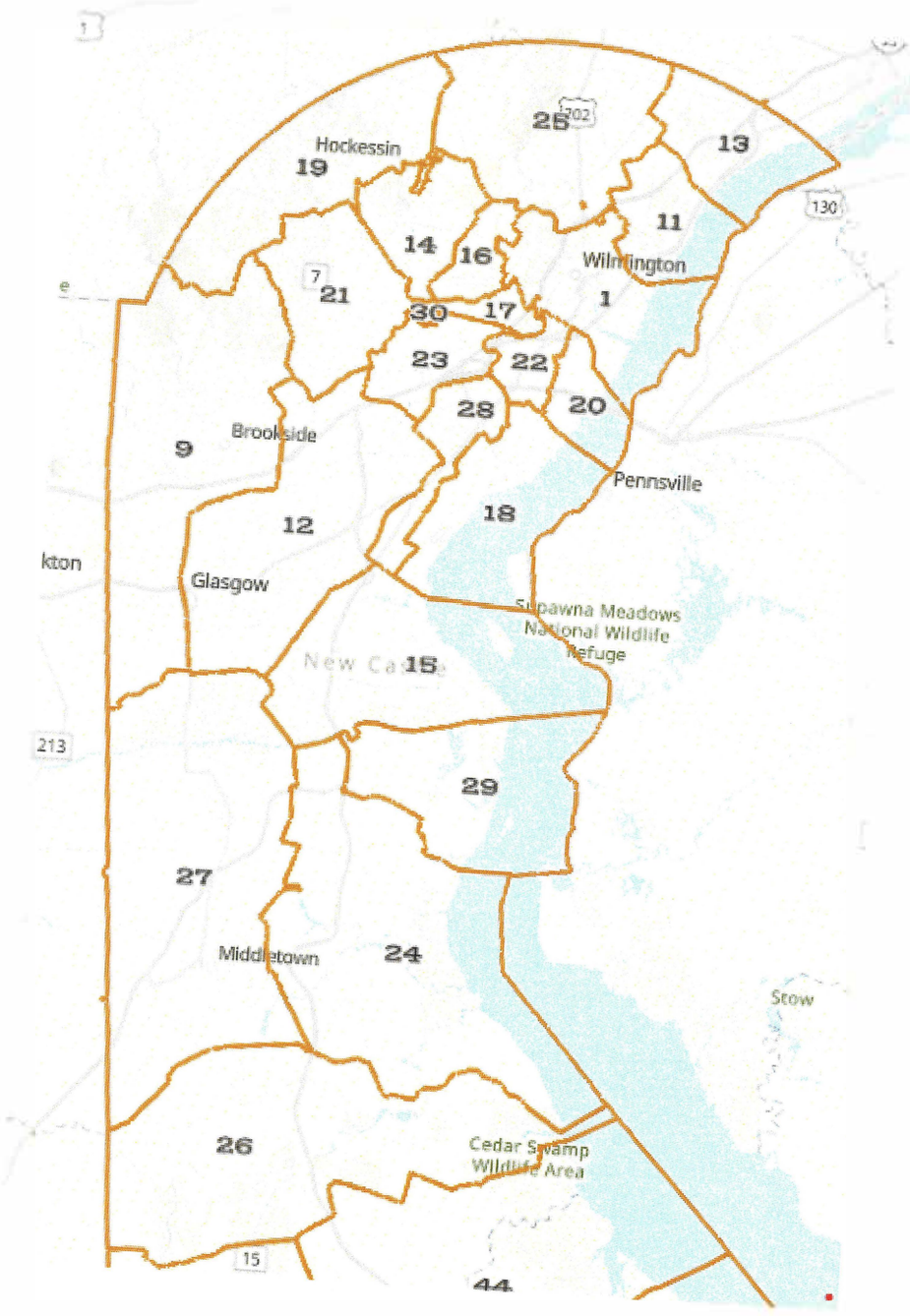
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Pennsville
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Glasgow
Supawna Meadows
National Wildlife
Refuge
New Castle
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Caneco
Co-sponsor(s): Mr. Toole, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-134

APPROVAL OF GRANT FUNDING ALLOCATION FOR DELAWARE CITY FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 15, 2025, Delaware City Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of twelve full-time employees their grant funding allocation is authorized in the amount of $138,461.54.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Delaware City Fire Company in the amount of $138,461.54 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Delaware City Fire Company in the amount of $138,461.54.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Delaware City Fire Company in the amount of $138,461.54. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
DELAWARE CITY FIRE COMPANY

This Memorandum of Agreement is made this 15th day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and DELAWARE CITY FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $29,134.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with twelve (12) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Delaware City Fire Company
ATTN: President and/or Chief
815 5th Street
Delaware City, DE 19706

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 15th day of August, 2025.

ATTEST:

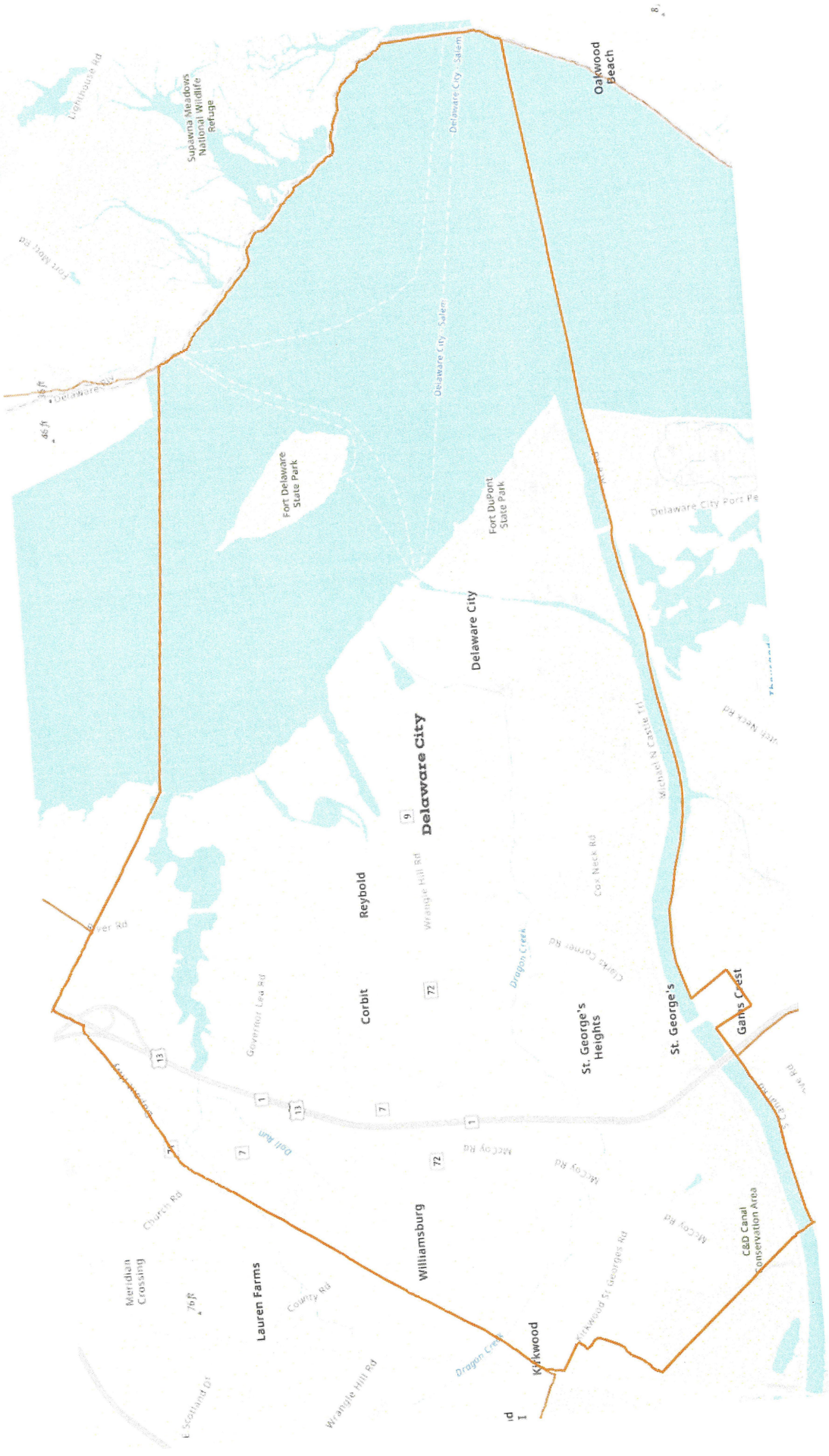
Witness

Waldema W. Pappas
DELAWARE CITY FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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Lighthouse Rd
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Fort Delaware State Park
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Reybold
Corbit
Wrangle Hill Rd
Cox Neck Rd
Michael N Castle Trl
Dragon Creek
Clarks Corner Rd
Governor Lea Rd
St. George's Heights
St. George's
Gams Crest
Dolf Run
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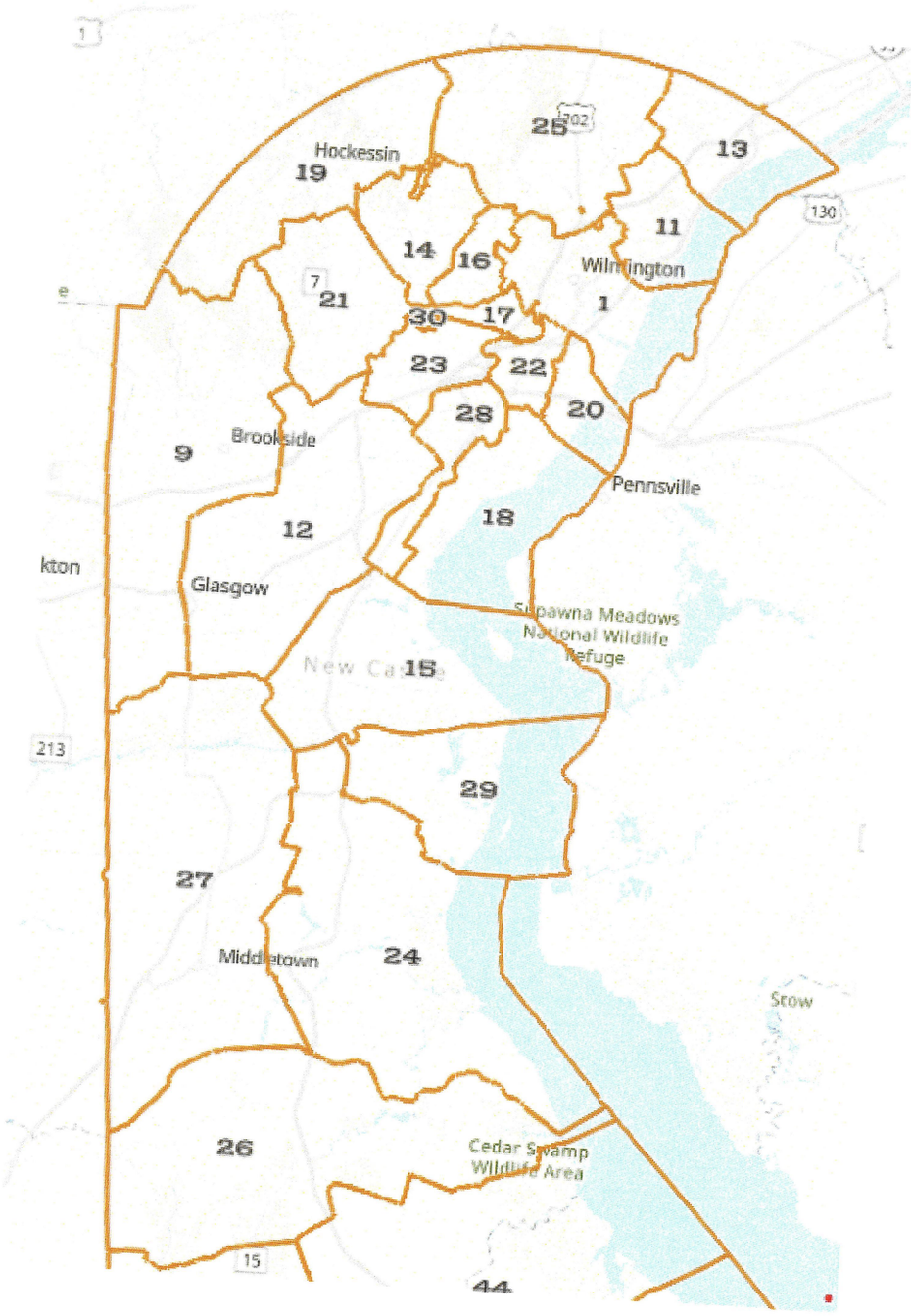
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Glasgow
Supawna Meadows
National Wildlife
Refuge
New Castle
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
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Prime Sponsor(s): Mr. Toole, Ms. Durham
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-135

APPROVAL OF GRANT FUNDING ALLOCATION FOR ELSMERE FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 15, 2025, Elsmere Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of nine full-time employees their grant funding allocation is authorized in the amount of $103,846.15.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Elsmere Fire Company in the amount of $103,846.15 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Elsmere Fire Company in the amount of $103,846.15.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Elsmere Fire Company in the amount of $103,846.15. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
ELSMERE FIRE COMPANY

This Memorandum of Agreement is made this 15 day of AUGUST, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and ELSMERE FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with nine (9) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Elsmere Fire Company
ATTN: President and/or Chief
1107 Robert W. Kirkwood Highway
Elsmere, DE 19805

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 15 day of August, 2025.

ATTEST:

Witness

President
ELSMERE FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Henry Clay
Kennett Pike
Westover Hills
Westover Rd
Kent Rd
Greenwood Rd
Lancaster Pike
Barley Mill Plaza
Centre Rd
Chestnut Run
Elsmere
158 ft
Silverbrook Cemetery
Oak Hill
Willow Run
Ferris School
Sedgley Farms
Anglesey
The Tatnall School
Barley Mill Rd
Little Falls Creek
Armstrong Ave
Elliots Addition
Prices Corner
Main Rd
Central Ave
Maple Ave
New Rd
N Dupont Rd
Fairgrounds Park
Canby Park
Union Park Gardens
Greenhill
Westmoreland
Flats
S Ford Ave
Kirkwood Hwy
Glenrich Ave
Avalon
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100
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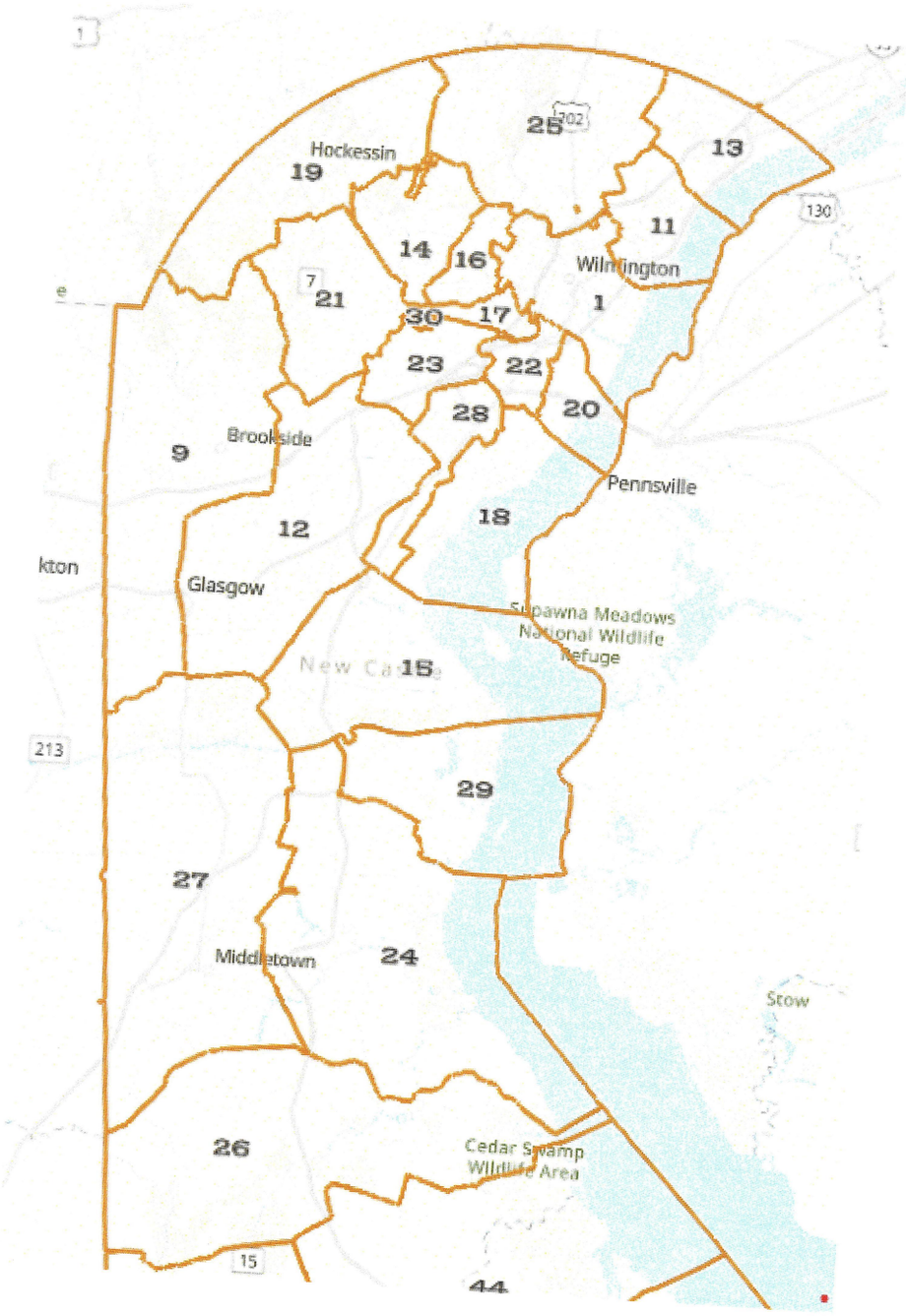

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Pennsville
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Glasgow
Supawna Meadows
National Wildlife
Refuge
New Castle
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Toole, Mr. Street
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-136

APPROVAL OF GRANT FUNDING ALLOCATION FOR FIVE POINTS FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on July 21, 2025, Five Points Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of five full-time employees their grant funding allocation is authorized in the amount of $57,692.31.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Five Points Fire Company in the amount of $57,692.31 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Five Points Fire Company in the amount of $57,692.31.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Five Points Fire Company in the amount of $57,692.31. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
FIVE POINTS FIRE COMPANY

This Memorandum of Agreement is made this 21 day of July 2025, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and FIVE POINTS FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company 75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. <u>Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation</u>.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with five (5) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Five Points Fire Company
ATTN: President and/or Chief
209 S. Maryland Avenue
Wilmington, DE 19804

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 21st day of July, 2025.

ATTEST:

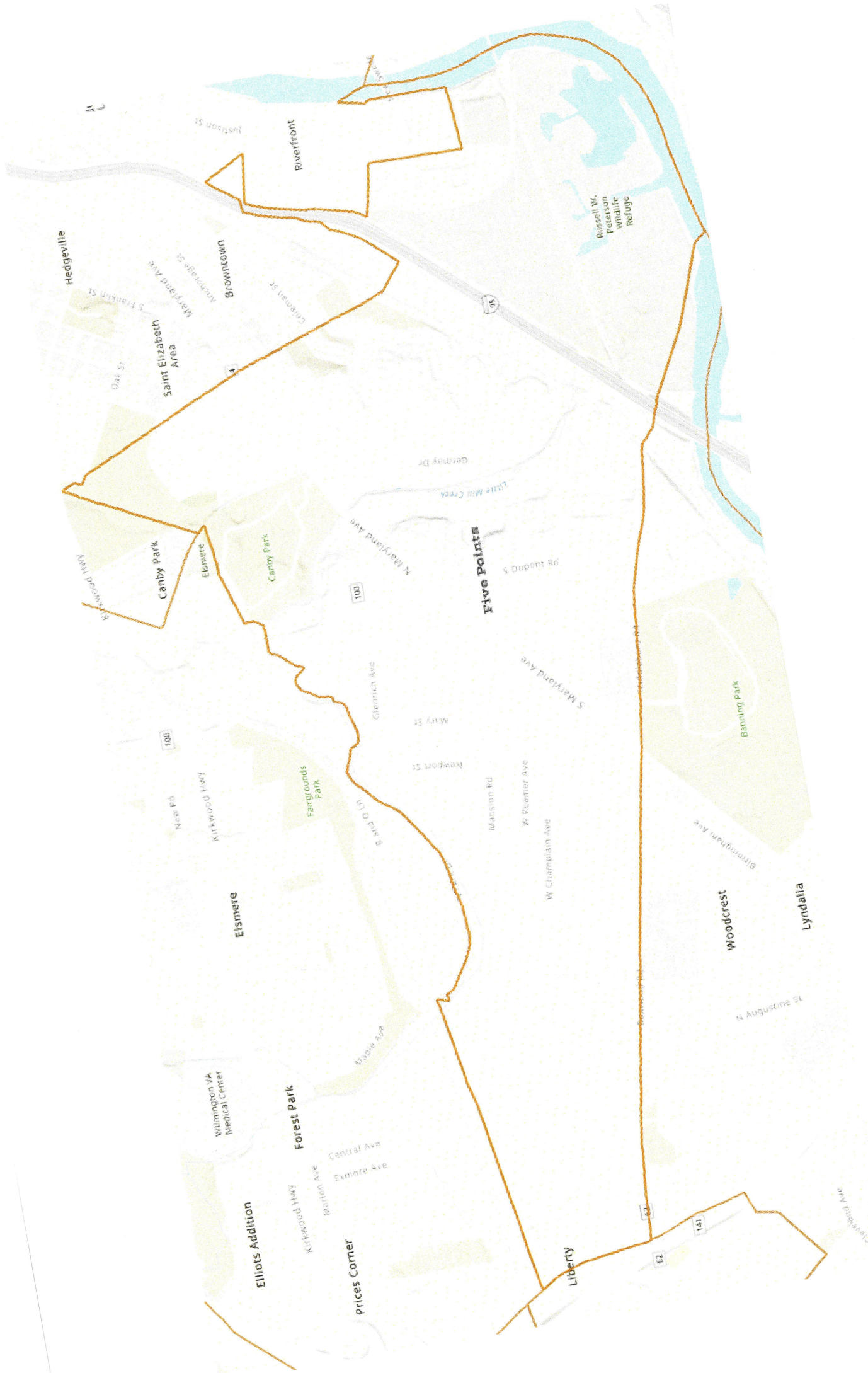
Witness

FIVE POINTS FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Riverfront
Hedgeville
Browntown
Saint Elizabeth Area
Russell W. Peterson Wildlife Refuge
Canby Park
Elsmere
Five Points
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Woodcrest
Lyndalia
Forest Park
Wilmington VA Medical Center
Elliots Addition
Prices Corner
Liberty
Fairgrounds Park
Banning Park
Germay Dr
Little Mill Creek
N Maryland Ave
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Maple Ave
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Marion Ave
Kirkwood Hwy
New Rd
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Coleman St
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Maryland Ave
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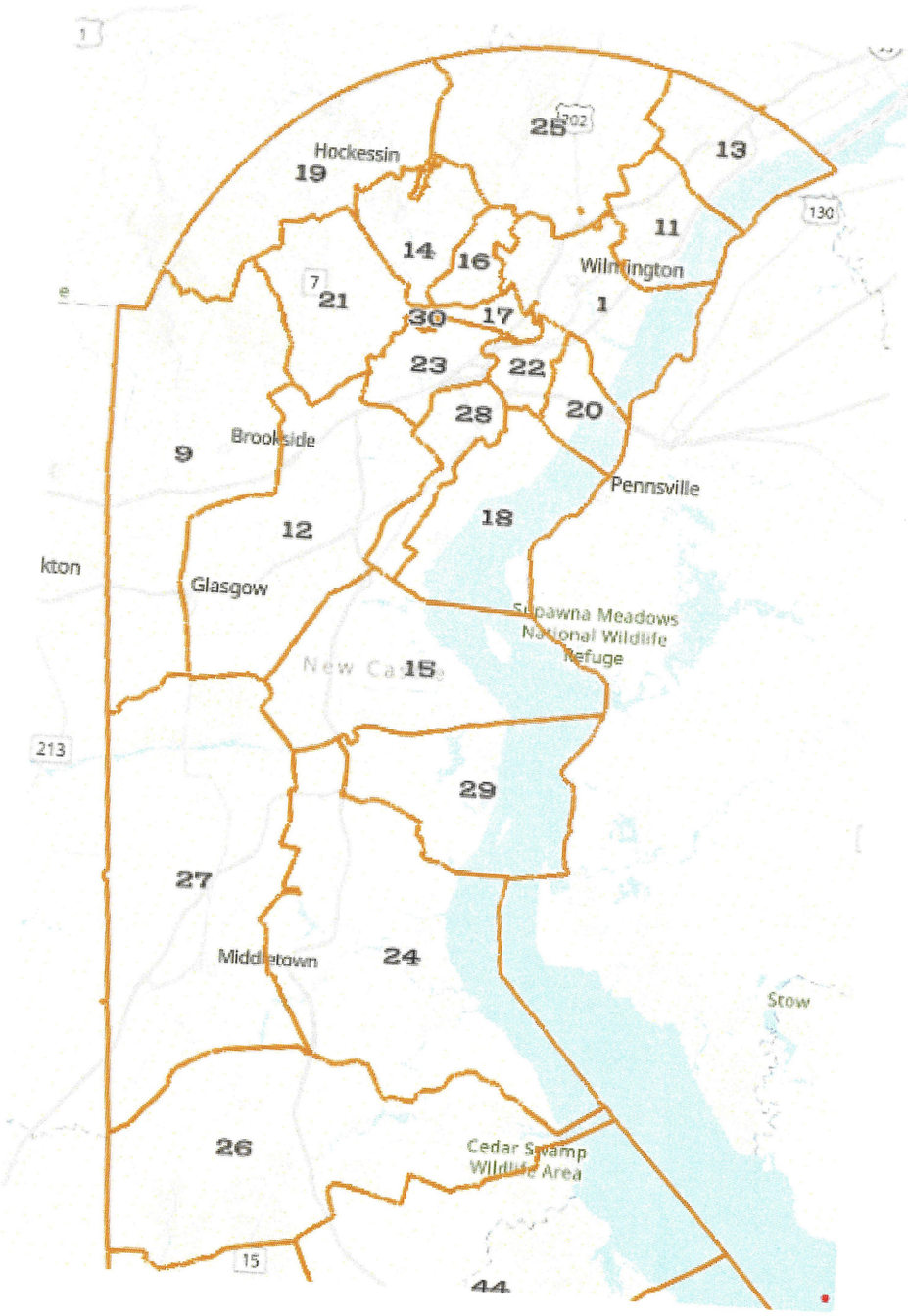
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Supawna Meadows
National Wildlife
Refuge
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Middletown
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Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Street
Co-sponsor(s): Mr. Toole, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-137

APPROVAL OF GRANT FUNDING ALLOCATION FOR GOOD WILL FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 1, 2025, Good Will Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of ten full-time employees their grant funding allocation is authorized in the amount of $115,384.62.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Good Will Fire Company in the amount of $115,384.62 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Good Will Fire Company in the amount of $115,384.62.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Good Will Fire Company in the amount of $115,384.62. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
GOOD WILL FIRE COMPANY

This Memorandum of Agreement is made this 1st day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and GOOD WILL FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $29,134.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with ten (10) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Good Will Fire Company
ATTN: President and/or Chief
401 South Street
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 1st day of August, 2025.

ATTEST:

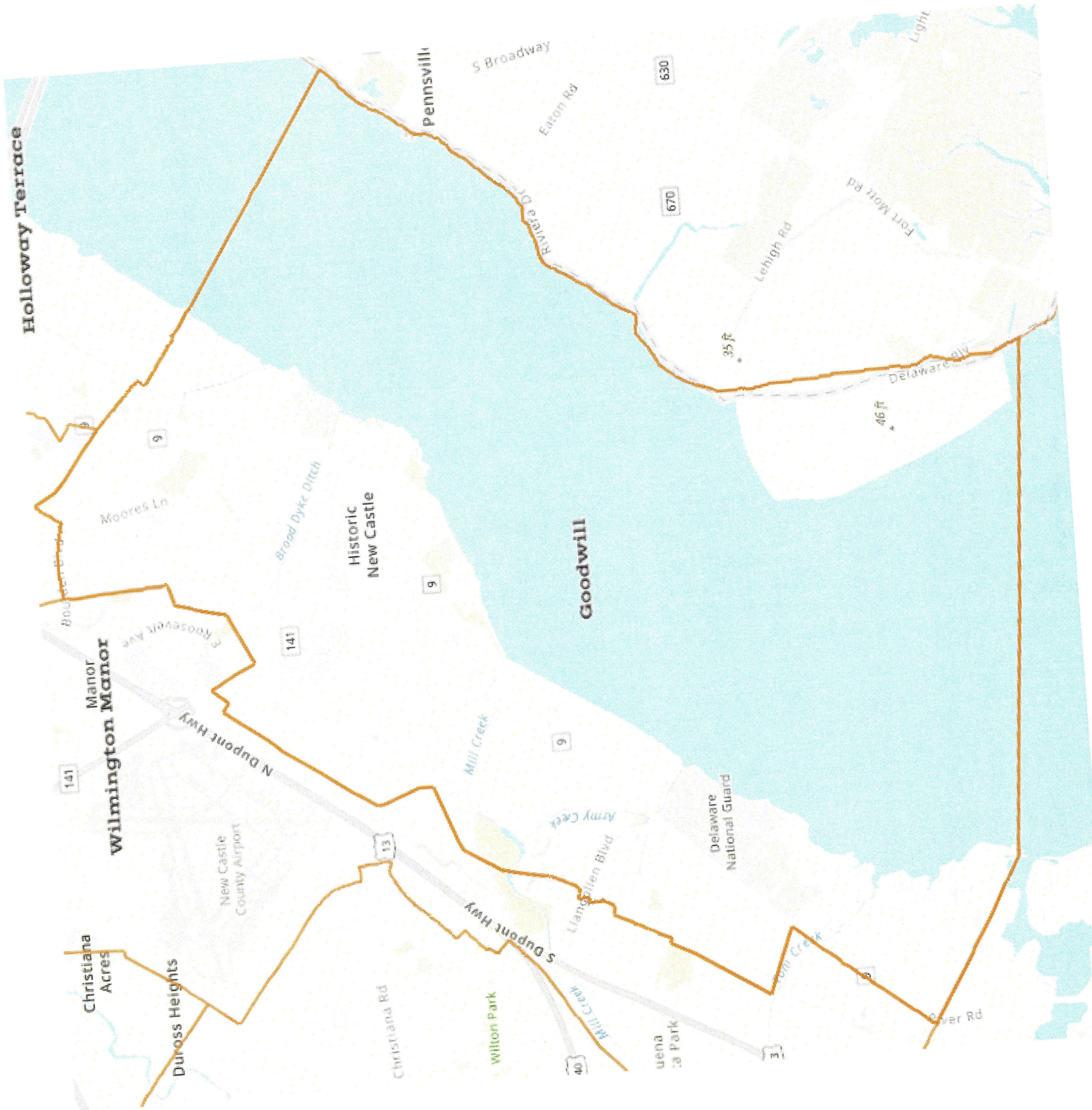
Witness

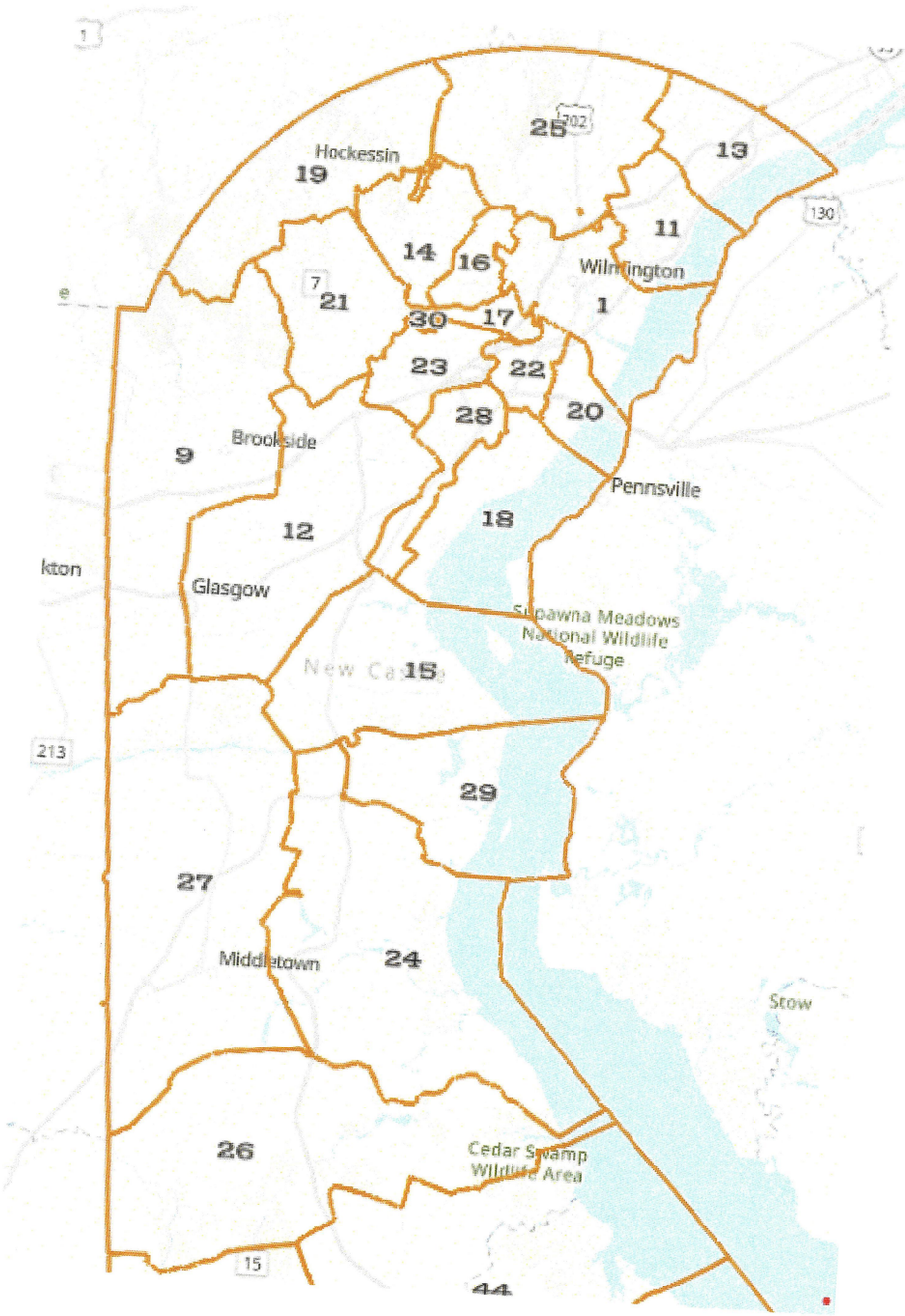
R H Kuth Jr Chairman Board of Directors
GOOD WILL FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Holloway Terrace
Pennsville
S Broadway
Eaton Rd
630
670
Riviera Dr
Lehigh Rd
Fort Mott Rd
35 ft
46 ft
Delaware Bly
Goodwill
Historic New Castle
Moores Ln
Brood Dyke Ditch
9
141
E Roosevelt Ave
Manor
Wilmington Manor
N Dupont Hwy
Mill Creek
Army Creek
Delaware National Guard
Llangollen Blvd
13
New Castle County Airport
S Dupont Hwy
Christiana Acres
Duross Heights
Christiana Rd
Wilton Park
40
3
River Rd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202
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Wilmington
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Brookside
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Pennsville
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kton
Glasgow
Supawna Meadows
National Wildlife
Refuge
15
213
29
27
24
Middletown
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Ms. Kilpatrick, Ms. Durham
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-138

APPROVAL OF GRANT FUNDING ALLOCATION FOR HOCKESSIN FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 5, 2025, Hockessin Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of fifteen full-time employees their grant funding allocation is authorized in the amount of $173,076.92.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Hockessin Fire Company in the amount of $173,076.92 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Hockessin Fire Company in the amount of $173,076.92.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Hockessin Fire Company in the amount of $173,076.92. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
HOCKESSIN FIRE COMPANY

This Memorandum of Agreement is made this 5 day of AUG., 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and HOCKESSIN FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,507.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with fifteen (15) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Hockessin Fire Company
ATTN: President and/or Chief
1225 Old Lancaster Pike
Hockessin, DE 19707

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 5 day of August, 2025.

ATTEST:

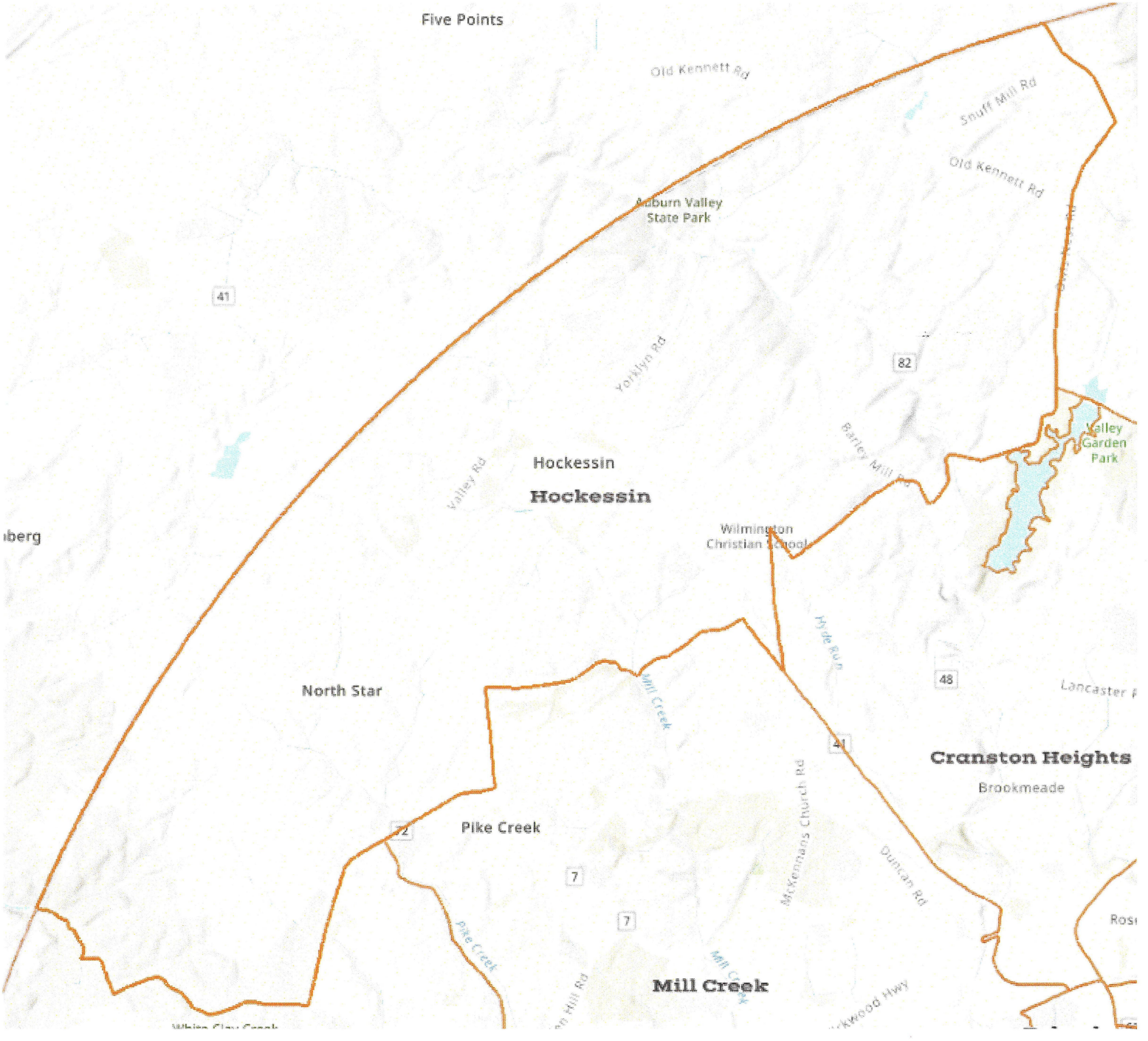
Witness

HOCKESSIN FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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Snuff Mill Rd
Old Kennett Rd
Auburn Valley
State Park
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Yorklyn Rd
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Valley
Garden
Park
Barley Mill Rd
Valley Rd
Hockessin
Hockessin
Wilmington
Christian School
North Star
Hyde Run
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Mill Creek
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Cranston Heights
Brookmeade
Pike Creek
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McKennans Church Rd
Duncan Rd
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Mill Creek
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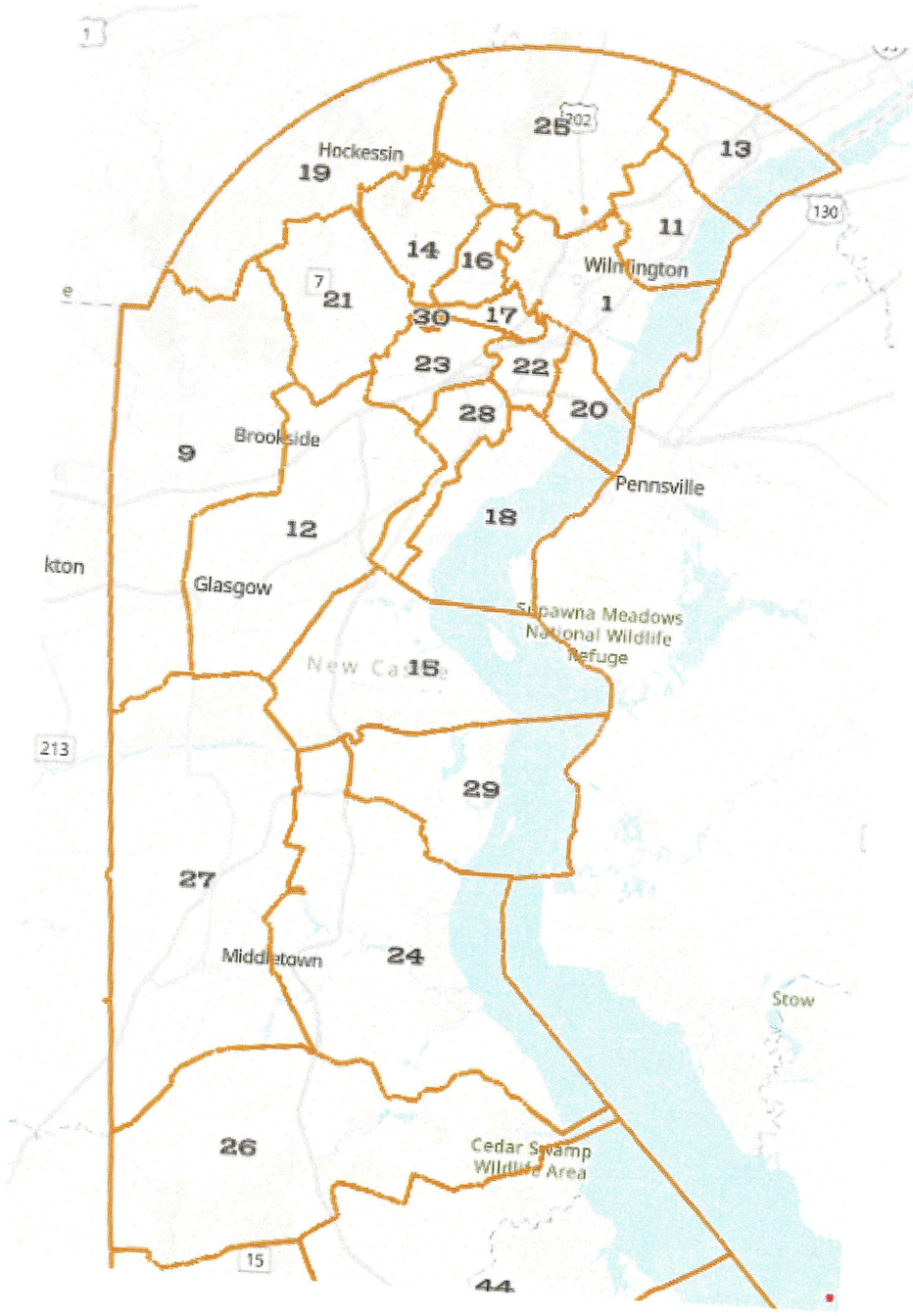
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Glasgow
Supawna Meadows
National Wildlife
Refuge
New Castle
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Street
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-139

APPROVAL OF GRANT FUNDING ALLOCATION FOR HOLLOWAY TERRACE FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 8, 2025, Holloway Terrace Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of four part-time employees their grant funding allocation is authorized in the amount of $23,076.92.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Holloway Terrace Fire Company in the amount of $23,076.92 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Holloway Terrace Fire Company in the amount of $23,076.92.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Holloway Terrace Fire Company in the amount of $23,076.92. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
HOLLOWAY TERRACE FIRE COMPANY

This Memorandum of Agreement is made this 8th day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and HOLLOWAY TERRACE FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $0.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $29,134.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing anticipated revenue and expenditures.

17. On an annual basis and no later than by August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with zero (0) full-time employees and four (4) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Holloway Terrace Fire Company
ATTN: President and/or Chief
700 West Avenue
P. O. Box 684
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying

the nature of the breach, and specifying the nature and corrective action required to remedy the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 8th day of August, 2025.

ATTEST:

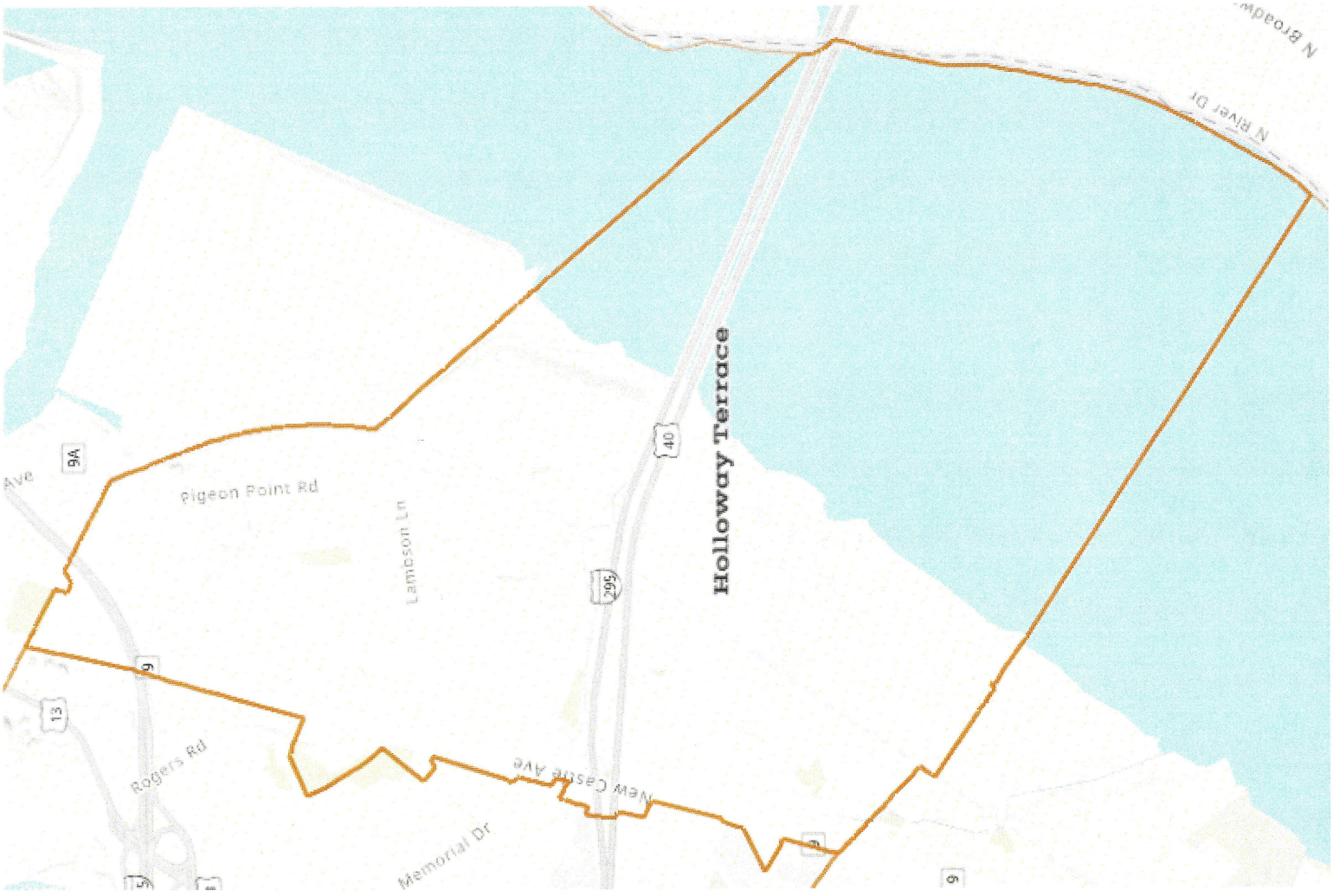
Witness

HOLLOWAY TERRACY FIRE COMPANY

Witness

MARCUS A. HERNY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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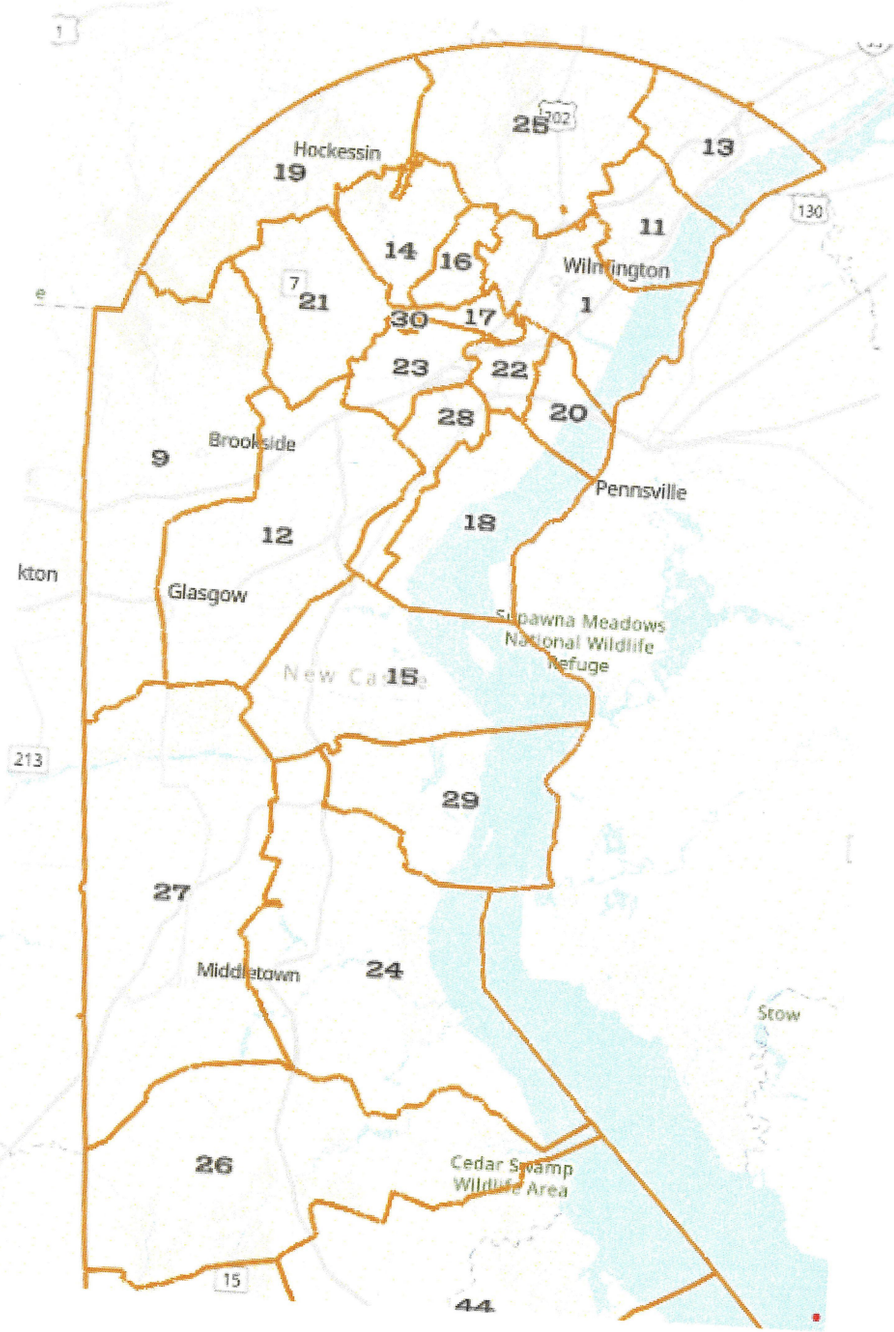
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Glasgow
Supawna Meadows
National Wildlife
Refuge
15
213
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Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Toole, Mr. Sheldon, Ms. Kilpatrick
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-140

APPROVAL OF GRANT FUNDING ALLOCATION FOR MILL CREEK FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on July 17, 2025, Mill Creek Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of thirty-one full-time employees their grant funding allocation is authorized in the amount of $357,692.31.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Mill Creek Fire Company in the amount of $357,692.31 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Mill Creek Fire Company in the amount of $357,692.31.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Mill Creek Fire Company in the amount of $357,692.31. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
MILL CREEK FIRE COMPANY

This Memorandum of Agreement is made this 11TH day of July, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and MILL CREEK FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $75,332.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. <u>Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation</u>.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with thirty-one (31) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Mill Creek Fire Company
ATTN: President and/or Chief
3808 Kirkwood Highway
Marshallton, DE 19808

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 17TH day of JULY, 2025.

ATTEST:

Witness

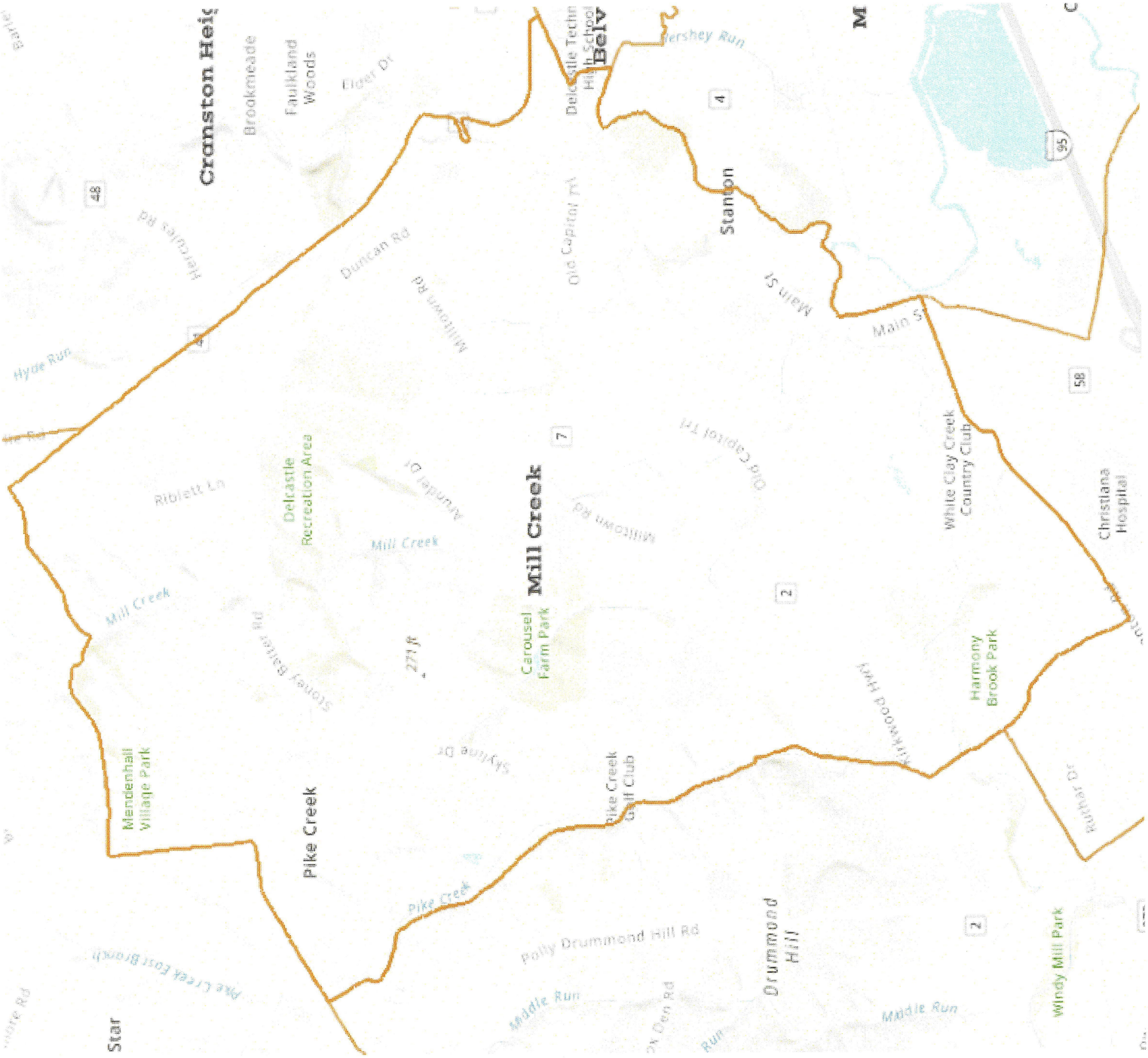
MILL CREEK FIRE COMPANY

MICHAEL LEWIS (PRESIDENT)

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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Duncan Rd
Milltown Rd
Old Capitol Trl
Stanton
Main St
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Riblett Ln
Delcastle Recreation Area
Arundel Dr
Mill Creek
Mill Creek
Stoney Batter Rd
Carousel Farm Park
Skyline Dr
Mendenhall Village Park
Pike Creek
Pike Creek Golf Club
Pike Creek
Polly Drummond Hill Rd
Drummond Hill
Middle Run
Middle Run
Pike Creek East Branch
Star
White Clay Creek Country Club
Christiana Hospital
Harmony Brook Park
Kirkwood Hwy
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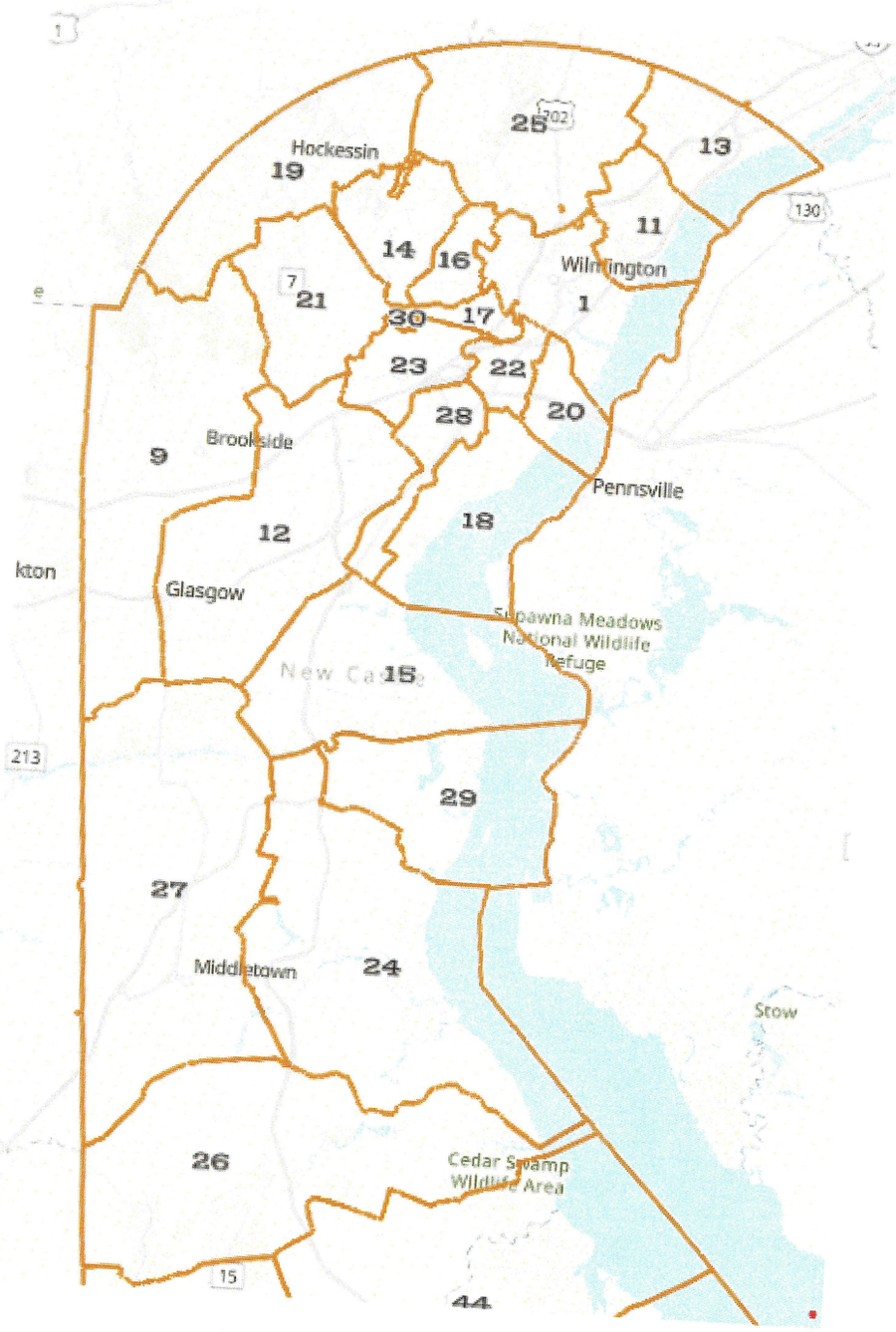
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Glasgow
Supawna Meadows
National Wildlife
Refuge
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Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
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Prime Sponsor(s): Mr. Street
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-141

APPROVAL OF GRANT FUNDING ALLOCATION FOR MINQUADALE FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 15, 2025, Minquadale Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of nine full-time employees their grant funding allocation is authorized in the amount of $103,846.15.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Minquadale Fire Company in the amount of $103,846.15 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Minquadale Fire Company in the amount of $103,846.15.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Minquadale Fire Company in the amount of $103,846.15. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
MINQUADALE FIRE COMPANY

This Memorandum of Agreement is made this 15th day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and MINQUADALE FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $0.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with nine (9) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Minquadale Fire Company
ATTN: President and/or Chief
P. O. Box 647 Manor Branch
129 E. Hazeldell Avenue
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying

the nature of the breach, and specifying the nature and corrective action required to remedy the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 15th day of August, 2025.

ATTEST:

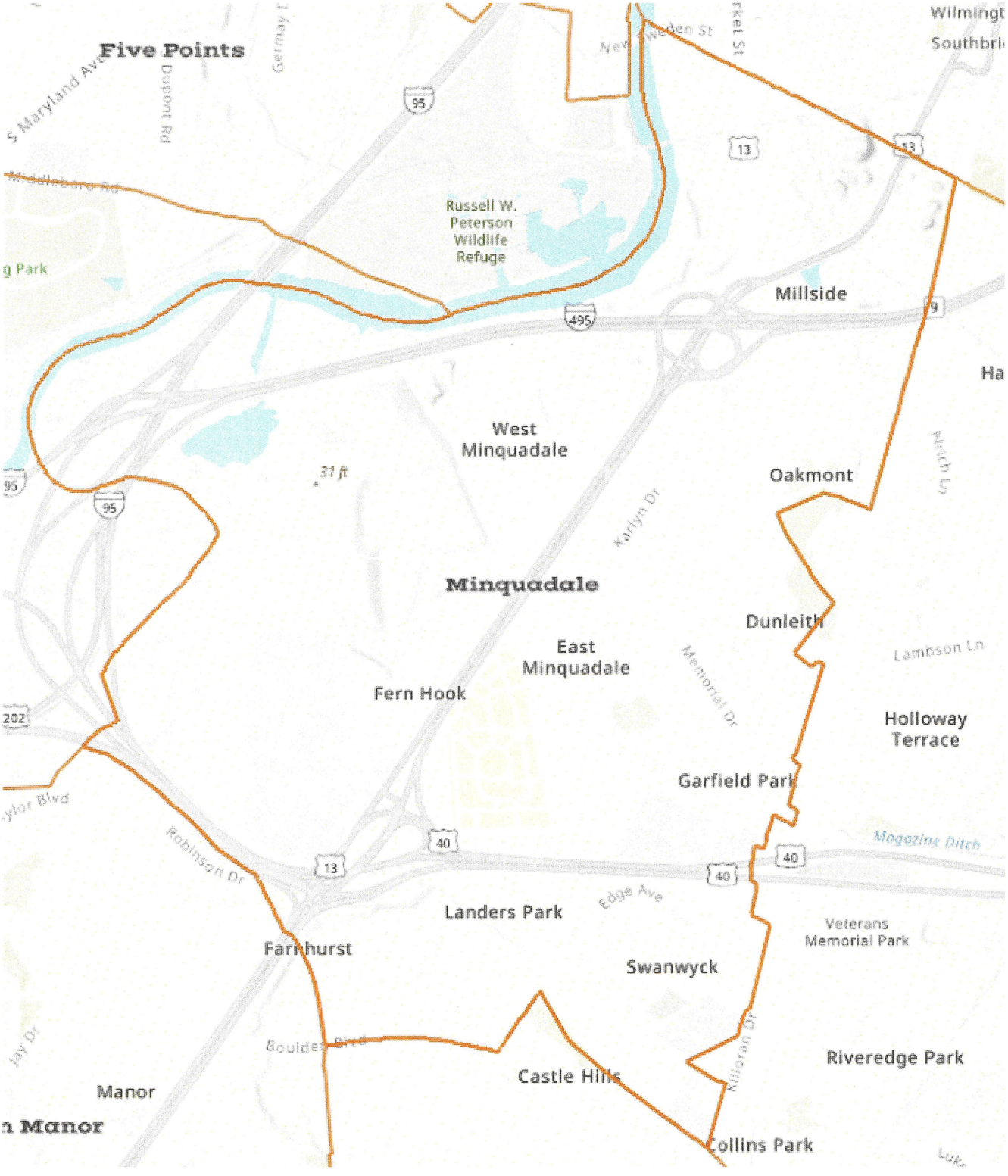
Witness

MINQUADALE FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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Veterans Memorial Park
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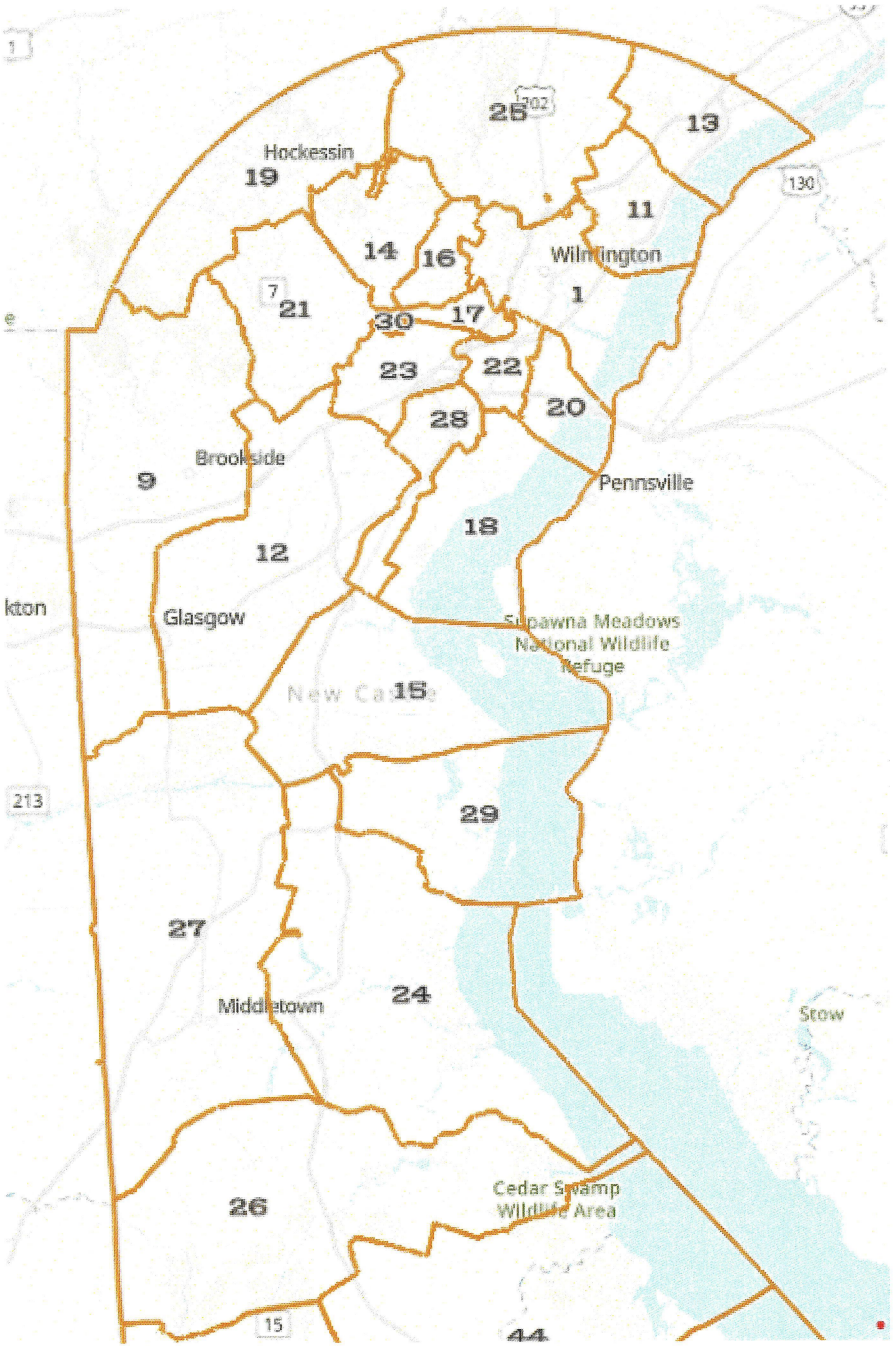
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Supawna Meadows
National Wildlife
Refuge
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Middletown
Stow
Cedar Swamp
Wildlife Area
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Prime Sponsor(s): Mr. Toole, Mr. Street
Co-sponsor(s): Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-142

APPROVAL OF GRANT FUNDING ALLOCATION FOR MINQUAS FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 15, 2025, Minquas Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of seven full-time employees their grant funding allocation is authorized in the amount of $80,769.23.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Minquas Fire Company in the amount of $80,769.23 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Minquas Fire Company in the amount of $80,769.23.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Minquas Fire Company in the amount of $80,769.23. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
MINQUAS FIRE COMPANY

This Memorandum of Agreement is made this 15 day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and MINQUAS FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $0.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $29,134.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with seven (7) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Minquas Fire Company
ATTN: President and/or Chief
21 N. James Street
Newport, DE 19804

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 15th day of August, 2025.

ATTEST:

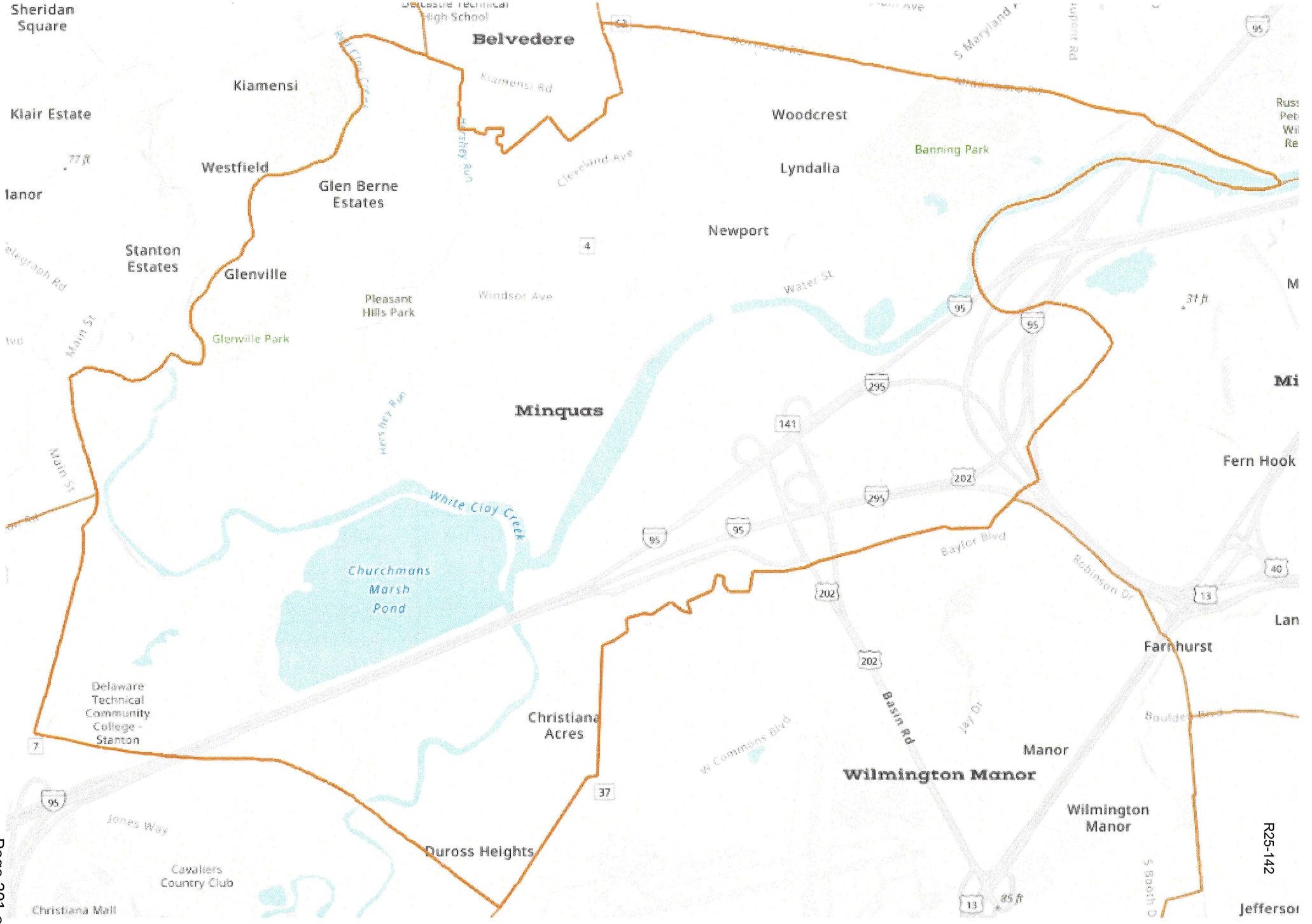
Witness

MINQUAS FIRE COMPANY - Pres

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Sheridan Square
Belvedere
Kiamensi
Klair Estate
Westfield
Glen Berne Estates
Stanton Estates
Glenville
Woodcrest
Lyndalia
Banning Park
Newport
Pleasant Hills Park
Windsor Ave
Glenville Park
Minquas
White Clay Creek
Churchmans Marsh Pond
Fern Hook
Farnhurst
Delaware Technical Community College - Stanton
Christiana Acres
Wilmington Manor
Manor
Wilmington Manor
Duross Heights
Cavaliers Country Club
Christiana Mall
Jones Way
Main St
Kiamensi Rd
Cleveland Ave
Water St
Hershey Run
Baylor Blvd
Robinson Dr
Basin Rd
W Commons Blvd
Jay Dr
Boulder Blvd
S Maryland
Jefferson

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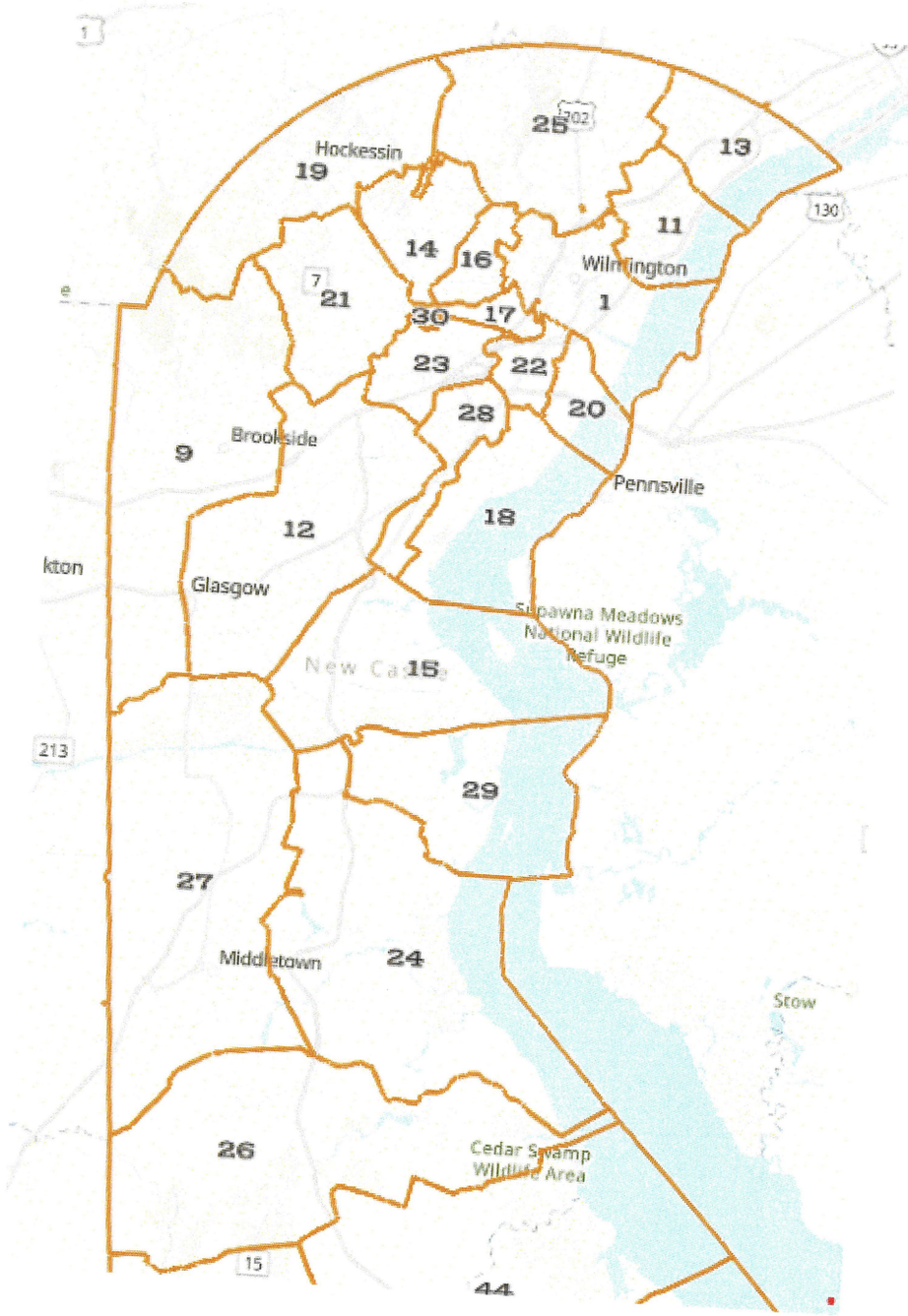

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Brookside
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Pennsville
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Glasgow
Supawna Meadows
National Wildlife
Refuge
New Castle
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Caneco, Mr. Carter
Co-sponsor(s): Mr. Toole, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-143

APPROVAL OF GRANT FUNDING ALLOCATION FOR ODESSA FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 9, 2025, Odessa Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of nine full-time employees their grant funding allocation is authorized in the amount of $103,846.15.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Odessa Fire Company in the amount of $103,846.15 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Odessa Fire Company in the amount of $103,846.15.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Odessa Fire Company in the amount of $103,846.15. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
ODESSA FIRE COMPANY

This Memorandum of Agreement is made this 9th day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and ODESSA FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $75,332.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,187.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. <u>Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation</u>.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with nine (9) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Odessa Fire Company
ATTN: President and/or Chief
304 Main Street
P. O. Box 81
Odessa, DE 19730

With a copy to:

Michael ADAMS
304 Main St
P.O. Box 81
ODESSA, DE 19730

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying

the nature of the breach, and specifying the nature and corrective action required to remedy the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 9th day of August, 2025.

ATTEST:

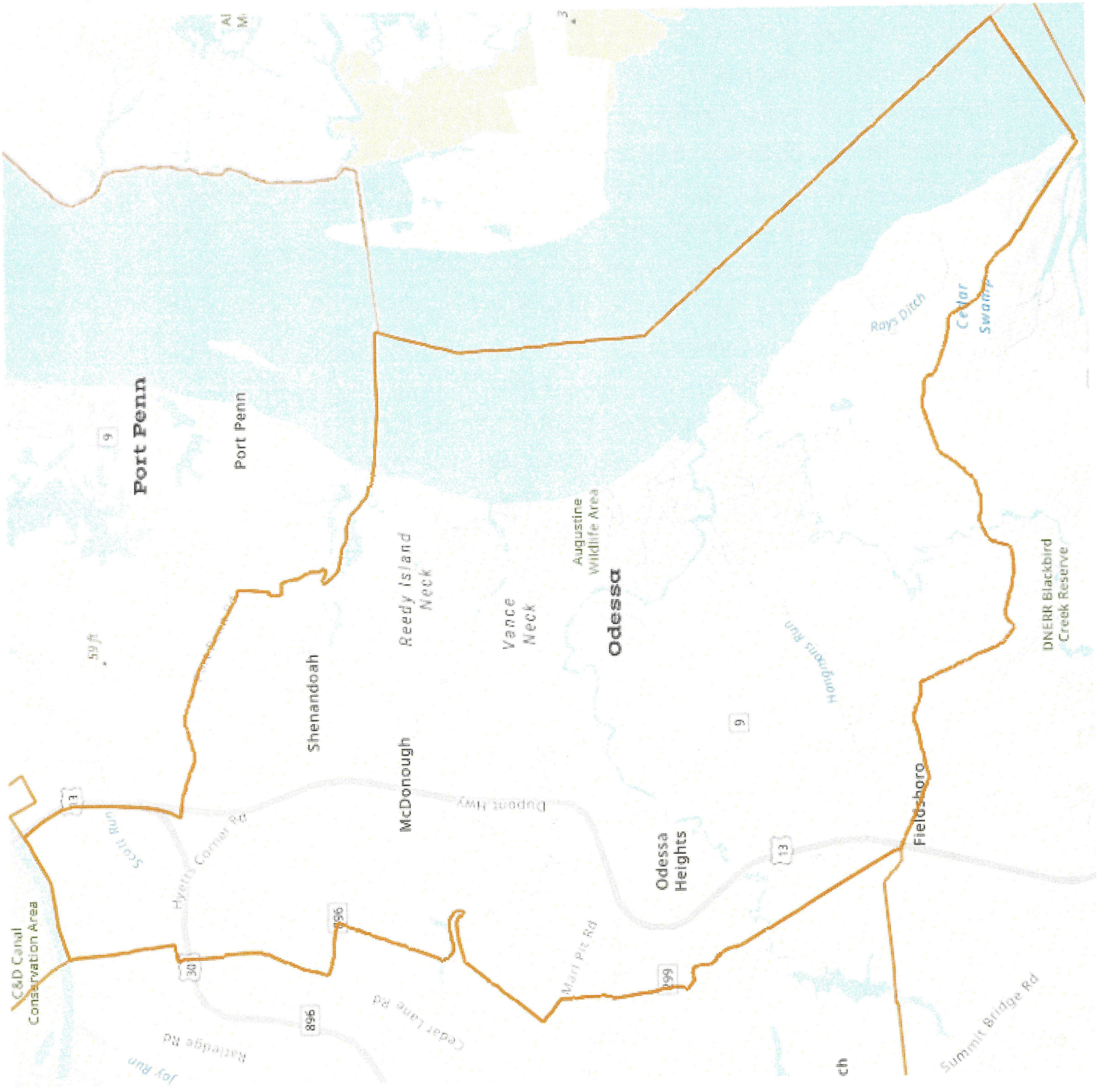
Witness

ODESSA FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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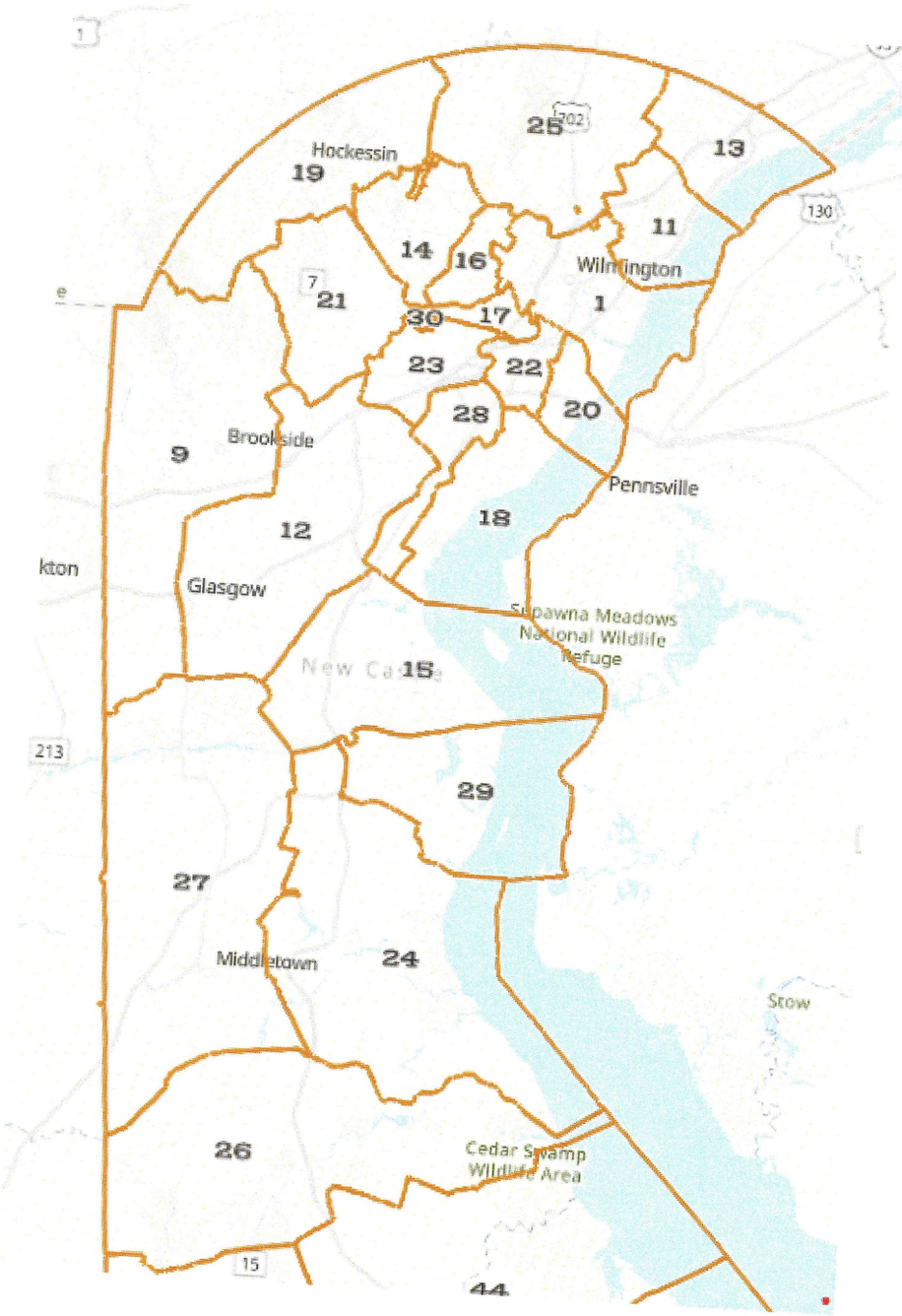
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Glasgow
Supawna Meadows
National Wildlife
Refuge
New Castle
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213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Carter
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-144

APPROVAL OF GRANT FUNDING ALLOCATION FOR PORT PENN FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 13, 2025, Port Penn Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of three full-time employees their grant funding allocation is authorized in the amount of $34,615.38.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Port Penn Fire Company in the amount of $34,615.38 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Port Penn Fire Company in the amount of $34,615.38.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Port Penn Fire Company in the amount of $34,615.38. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
PORT PENN FIRE COMPANY

This Memorandum of Agreement is made this 13th day of AUGUST, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and PORT PENN FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $0.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $29,134.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with three (3) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Port Penn Fire Company
ATTN: President and/or Chief
26 W. Market Street
Port Penn, DE 19731

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 13th day of AUGUST, 2025.

ATTEST:

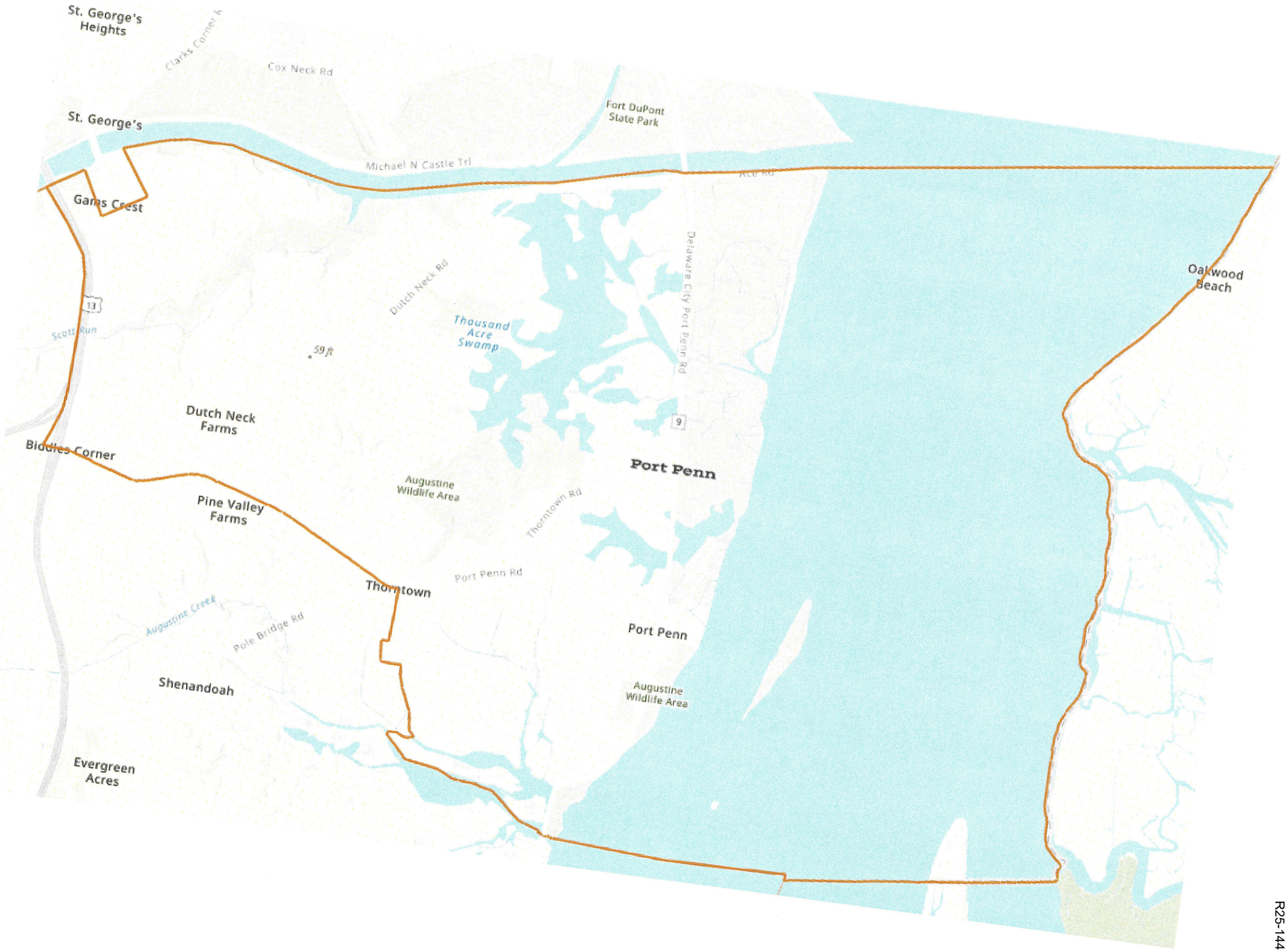
Witness Ryan M Stuckert

Brian B. Dunkelberger; President
PORT PENN FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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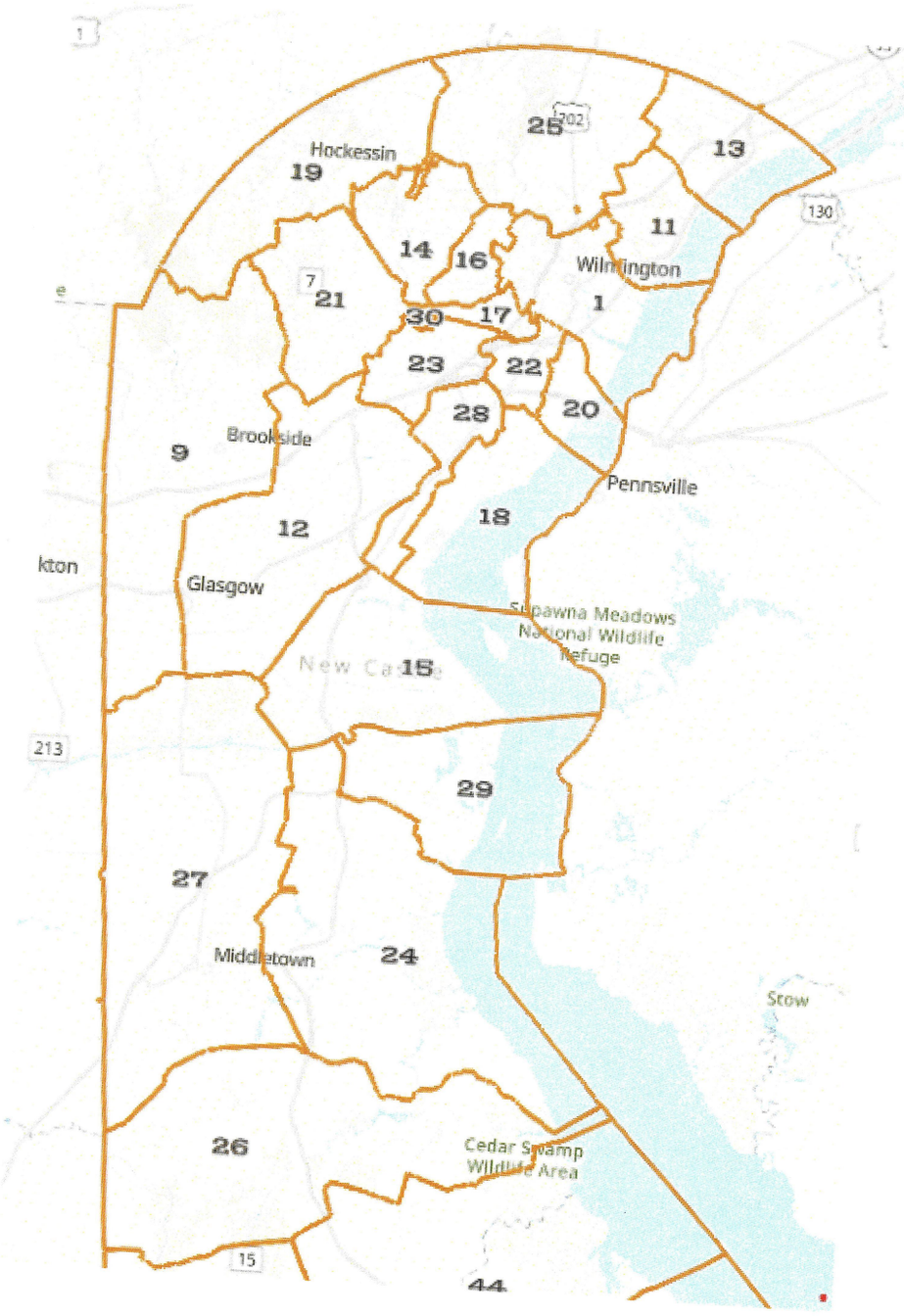
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National Wildlife
Refuge
New Castle
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213
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27
Middletown
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Stow
26
Cedar Swamp
Wildlife Area
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Prime Sponsor(s): Ms. Durham, Mr. Cartier
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-145

APPROVAL OF GRANT FUNDING ALLOCATION FOR TALLEYVILLE FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 14, 2025, Talleyville Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of twenty-three full-time employees their grant funding allocation is authorized in the amount of $265,384.62.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Talleyville Fire Company in the amount of $265,384.62 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Talleyville Fire Company in the amount of $265,384.62.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Talleyville Fire Company in the amount of $265,384.62. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
TALLEYVILLE FIRE COMPANY

This Memorandum of Agreement is made this 14 day of AUGUST, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and TALLEYVILLE FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $0.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,181.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with twenty-three (23) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Talleyville Fire Company
ATTN: President and/or Chief
3919 Concord Pike
Wilmington, DE 19803

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 14 day of AUGUST, 2025.

ATTEST:

Witness

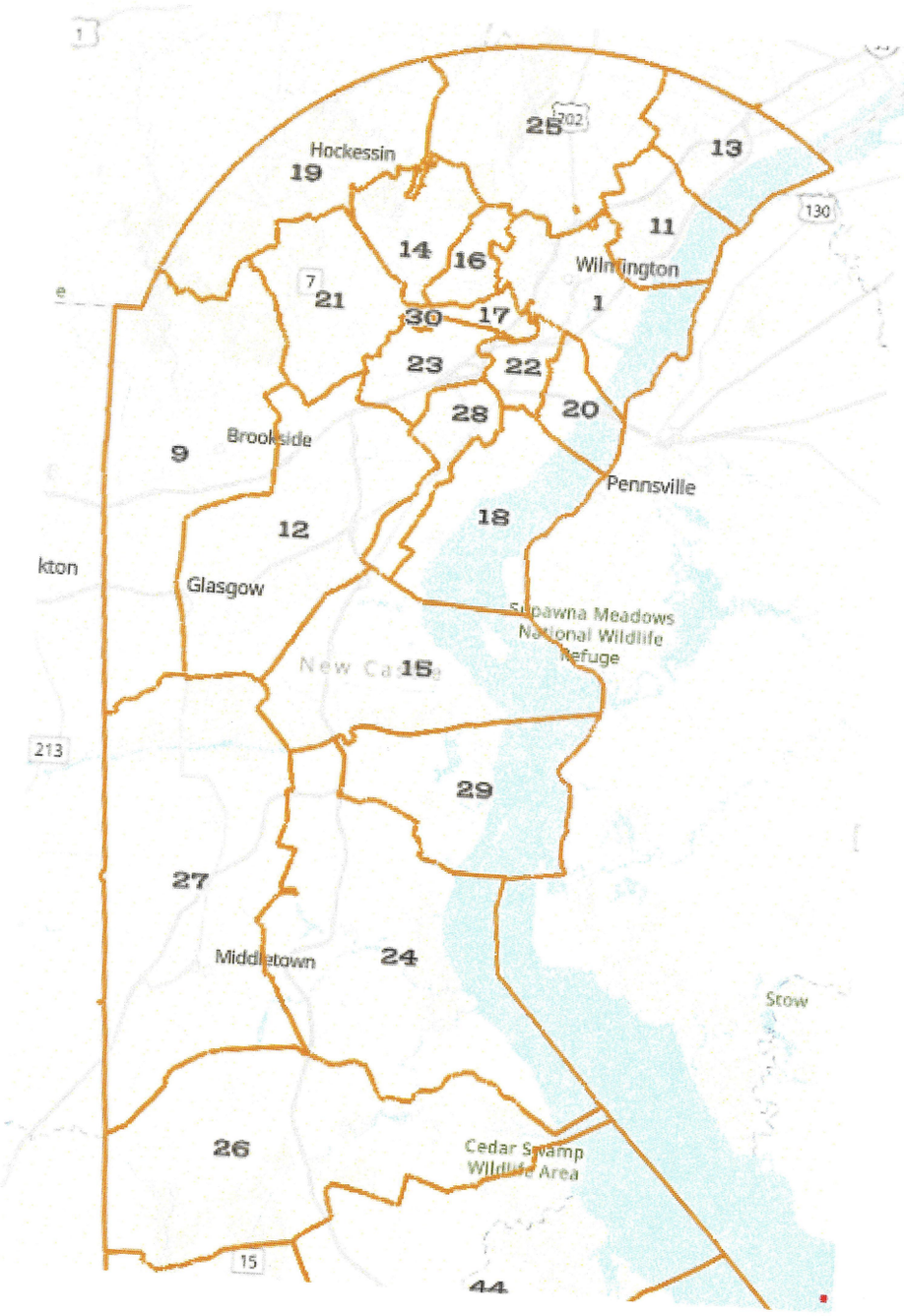
TALLEYVILLE FIRE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Beaver Valley
Ebright
Beau Tree
Concord Hills
Flint Woods
Nature Preserve
Granogue
Birch Knoll
Ramsey Rd
Brandywine
Dartmouth
Woods II
Brandywine
Perry Park
Weber Tract
Quintynnes
Brandywine
Commons
Talley Brook
Grubb Rd
443 ft
Guyencourt
413 ft
411 ft
Owls Nest Rd
Brandywine Creek
State Park
Talleyville
Talleyville
Pembrey
100
52
Winterthur
Shipley Rd
Graylyn Rd
Rockland
Sharpley
Montchanin
Dupont
Country
Club
202
Murphy Rd
Baynard Blvd
141
Alapocas Run
State Park
Hillside Rd
Greenville
Alapocas Run
State Park
Brandywine
Hills
Harlan
Hillcrest
Barley Mill Rd
Highlands
Westover Hills
Barley Mill
Forty Acres
48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Wilmington
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Brookside
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Pennsville
18
12
kton
Glasgow
Supawna Meadows
National Wildlife
Refuge
New Ca
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Carter, Ms. George
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Smiley, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-146

APPROVAL OF GRANT FUNDING ALLOCATION FOR VOLUNTEER HOSE FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 13, 2025, Volunteer Hose Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of sixteen full-time employees their grant funding allocation is authorized in the amount of $184,615.38.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Volunteer Hose Fire Company in the amount of $184,615.38 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Volunteer Hose Fire Company in the amount of $184,615.38.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Volunteer Hose Fire Company in the amount of $184,615.38. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
VOLUNTEER HOSE COMPANY

This Memorandum of Agreement is made this 13 day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and VOLUNTEER HOSE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq*. authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County.

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $75,332.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $6,187.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with sixteen (16) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Volunteer Hose Company
ATTN: President and/or Chief
27 W. Green Street
Middletown, DE 19709

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 13th day of August, 2025.

ATTEST:

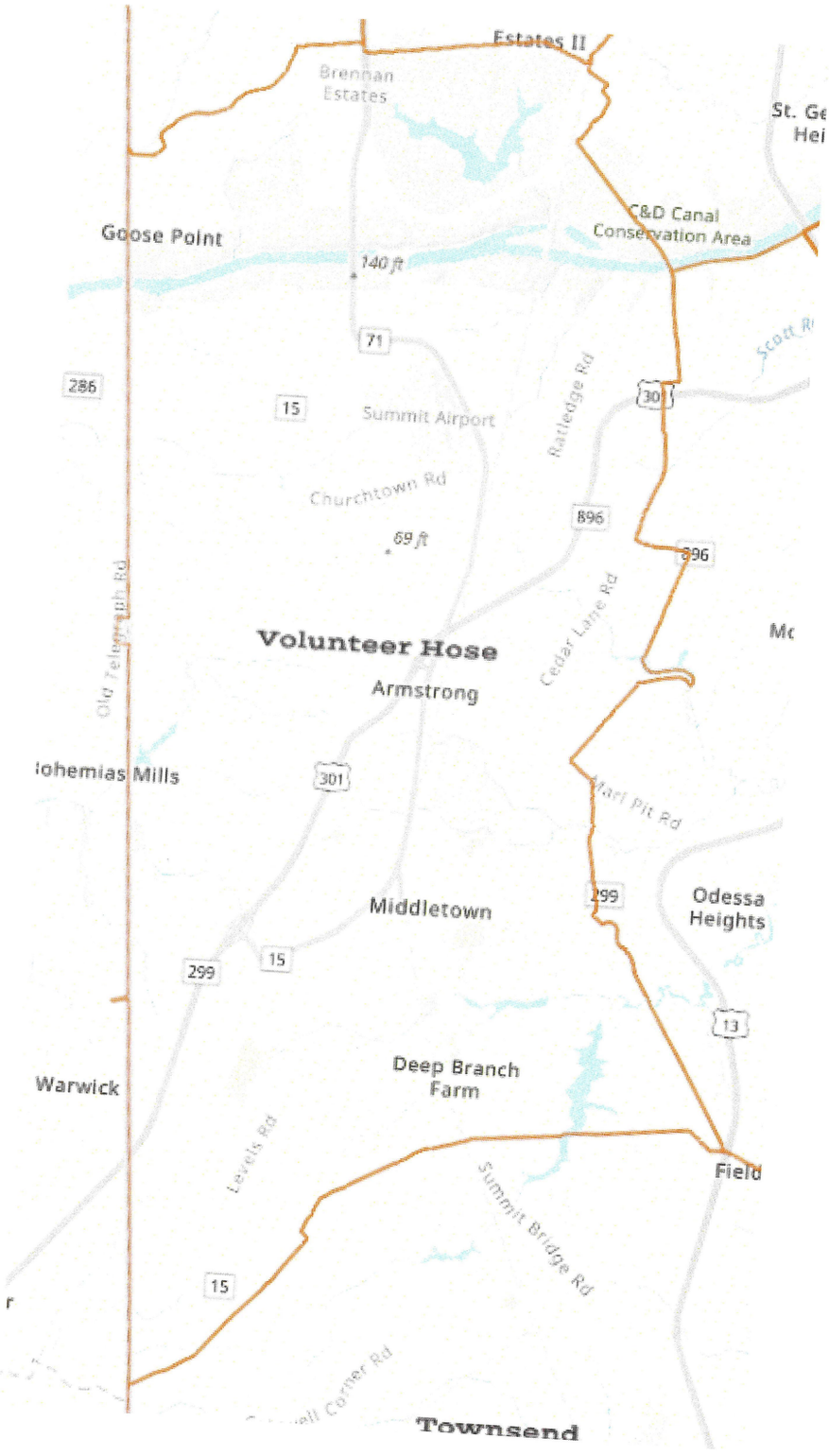
Witness

President
VOLUNTEER HOSE COMPANY

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A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Brennan Estates
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Scott R
Churchtown Rd
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69 ft
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Volunteer Hose
Armstrong
Cedar Lane Rd
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Old Telegraph Rd
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Marl Pit Rd
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Odessa Heights
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Deep Branch Farm
Warwick
Levels Rd
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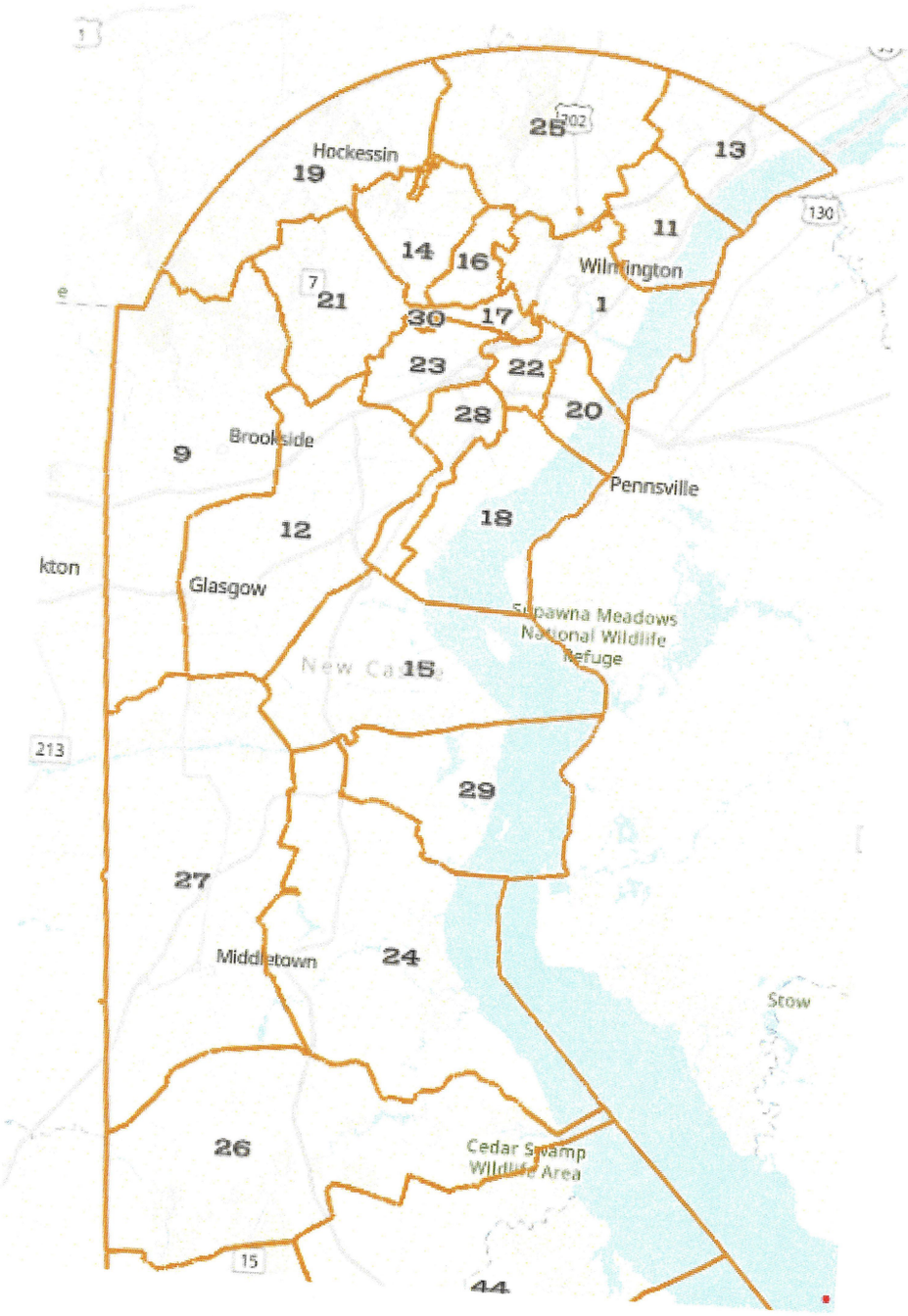
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Pennsville
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Glasgow
Supawna Meadows
National Wildlife
Refuge
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213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Smiley, Mr. Street
Co-sponsor(s): Mr. Toole, Mr. Caneco, Mr. Cartier
Requested by: Executive
Date of introduction: August 26, 2025

RESOLUTION NO. 25-147

APPROVAL OF GRANT FUNDING ALLOCATION FOR WILMINGTON MANOR FIRE COMPANY

WHEREAS, Ordinance 25-053 passed Council June 24, 2025, which appropriated $3,000,000 from the General Fund Tax Stabilization Reserve Account to a one-time Fire Service contingency to assist all eligible New Castle County fire companies with full-time and part-time employee salary and benefit costs; and

WHEREAS, as required by Ordinance 25-053, prior to distribution of grant funding, each fire company shall have an executed Memorandum of Agreement with New Castle County and shall satisfy the specified reporting requirements; and

WHEREAS, on June 3, 2025, New Castle County, in conjunction with/approved by the New Castle County Fire and Ambulance Advisory Board, provided a draft agreement conditioning funding authorized by Ordinance 25-053 to all fire companies in New Castle County and requested proposed amendments from all fire companies no later than June 18, 2025; and

WHEREAS, on August 12, 2025, Wilmington Manor Fire Company executed the agreement required by Ordinance 25-053; and

WHEREAS, based on their allocation eligibility of twenty-one full-time employees their grant funding allocation is authorized in the amount of $242,307.69.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant funding allocation for Wilmington Manor Fire Company in the amount of $242,307.69 as authorized in the attached Memorandum of Agreement.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
New Castle County

SYNOPSIS: This Resolution approves the grant funding allocation for Wilmington Manor Fire Company in the amount of $242,307.69.

FISCAL NOTE: This Resolution authorizes the grant funding allocation for Wilmington Manor Fire Company in the amount of $242,307.69. Funding is included in the FY2026 Approved Operating Budget in the One-Time Contingency.

Acknowledged by the Chief Financial Officer August 14, 2025.

MEMORANDUM OF AGREEMENT
BETWEEN NEW CASTLE COUNTY
AND
WILMINGTON MANOR FIRE COMPANY

This Memorandum of Agreement is made this 13TH day of August, 2025 by and between NEW CASTLE COUNTY, a political subdivision of the State of Delaware (hereinafter "County") and WILMINGTON MANOR FIRE COMPANY, a corporation duly organized under the laws of the State of Delaware (hereinafter "Fire Company").

WHEREAS, 9 *Del. C.* § 1334 *et seq.* authorizes the County to make provisions for the prevention and extinguishment of fires and for ambulance and rescue services in New Castle County; and

WHEREAS, the County routinely provides financial assistance through the budget and other legally authorized processes to the local fire companies, which is recommended by the County Executive and approved by County Council; and

WHEREAS, the County has established a Volunteer Fire Service Assistance Fund (the "Fund") in accordance with *New Castle County Code* Chapter 16, Article 4, Section 16.04.001 through 16.04.003 to provide financial assistance to volunteer fire companies operating within New Castle County; and

WHEREAS, the County recognizes the importance of the New Castle County Fire Service in the provision of fire and emergency services; and

WHEREAS, Fire Company is an incorporated fire company operating and maintaining apparatus for the extinguishment of fires and for ambulance and rescue service; and

WHEREAS, Fire Company is represented on the New Castle County Fire and Ambulance Advisory Board (FAAB); and

WHEREAS, the County requires certain assurances from the Fire Company to ensure that public funds are properly accounted for and used in accordance with generally accepted accounting principles (GAAP), including any applicable government accounting, and auditing practices; and

WHEREAS, the parties wish to memorialize their understanding with respect to the receipt, use, and reporting of public funds provided by the County

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

1. This Agreement shall commence on July 1, 2025, and shall remain effective through June 30, 2026 (the "Term").

2. Fire Company shall operate and maintain apparatus for the extinguishment of fire within the area described in Exhibit "A" (describing the boundary lines for Fire Company and wherever else in the County said fire company reasonably anticipates a need to respond), which is attached hereto and made part hereof and that such party shall have principle control over the extinguishment of fires and for ambulance and rescue service within the area described in Exhibit "A".

3. County shall pay Fire Company $75,332.00 annually toward the cost of maintaining and operating its fire extinguishing equipment.

4. County shall pay Fire Company $75,332.00 annually toward the additional cost of maintaining and operating its substation(s).

5. County shall pay Fire Company $154,057.00 annually toward the cost of maintaining its ambulance service.

6. County shall pay Fire Company $36,515.00 annually toward the cost of maintaining and operating its rescue service.

7. County shall pay Fire Company $36,515.00 annually towards the cost of maintaining and operating its aerial ladder service.

8. County shall pay Fire Company $0.00 annually toward the cost of maintaining and operating its rescue boat service.

9. Fire Company shall be eligible for funding a service as detailed in Paragraphs 3 through 8 (collectively the "Services") above to the extent the facility, apparatus, or equipment is in compliance with standards and certification provided by the Delaware State Fire Prevention Commission. In the event Fire Company begins a new service or opens a new substation within the term of this annual agreement, Fire Company shall submit a request for increased appropriations from the County as part of the subsequent year's funding request.

10. Fire Company agrees that any funding provided by this Agreement or other legally authorized County sources is conditioned upon continuous and ongoing compliance with each of Fire Company's duties, obligations, and performance requirements set forth in this Agreement.

11. Fire Company shall also be eligible to receive funds in accordance with the requirements set forth in *New Castle County Code* Chapter 16, Article 4, Sections 16.04.001 through 16.04.003.

12. On an annual basis, Fire Company and the FAAB, shall propose to the County the funding it requests for the items set forth in Paragraphs 3 through 8 above, together with any additional new service(s) or new substations as provided in Paragraph 9. The County shall meet at least annually with the FAAB to discuss such funding Fire Company acknowledges that its funding shall be reviewed as part of the County budget process. Further, Fire Company acknowledges that funding under this Agreement and its continuation is contingent upon annual appropriations by New Castle County Council and actions by the State of Delaware, or the federal government.

13. In the event that the Fire Company desires to cease providing a funded service as detailed in the preceding Paragraphs 3 through 8 above, Fire Company agrees to give ninety (90) days' advance notice of such a decision to County and agrees to refund to County the pro rata share of the funded service within thirty (30) days after any such cessation.

14. Fire Company shall conduct an annual audit in compliance with the provisions of 16 *Del. C.* § 6608 and the regulations provided for therein at the sole cost and expense of Fire Company. The annual audit shall be filed with the County as a condition of receiving County funds. Additionally, in the event of a demonstrated weakness in financial controls, as determined by the County, Fire Company agrees to permit County or its designee to conduct an audit of Fire Company's financial records at the sole cost and expense of County.

15. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County its most recent IRS Form 990, as filed with the Internal Revenue Service.

16. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a copy of its approved annual budget, detailing the anticipated revenue and expenditures.

17. On an annual basis and no later than August 15 of each year, Fire Company shall submit to County a detailed profit and loss statement reflecting the Company's financial performance for the previous fiscal year.

18. Fire Company shall provide to County a copy of its current financial policies, including internal controls, financial management procedures and policies regarding the handling of public funds, conflicts of interest, budget process, receipt of fund procedures, disbursement of funds procedures, check policy, compensation approvals, insurance coverage, bank accounts, travel and expense reimbursement procedures, asset recording and tracking, and ambulance insurance billings no later than August 15, 2025. The County will provide means to allow Fire Company to submit required documents in electronic format. Fire Company agrees to timely provide County any subsequently adopted, modified, updated, or withdrawn financial policy which is required to be produced pursuant to this paragraph.

19. Fire Company shall, whenever the necessity arises during an emergency or upon a request by the County or another fire company within the County, assist in providing all reasonable resources to meet such emergency or request.

20. Fire Company shall maintain financial records, supporting documentation, and related materials for a period of at least six (6) years following the fiscal year in which funds are received. Such records shall be maintained in a manner consistent with generally accepted record-keeping practices.

21. It is expressly understood and agreed that Fire Company and its employees and volunteers, in performing its obligations, shall be deemed independent contractors and not agents or employees of the County for any purpose. Fire Company has no authority to enter into any contracts or other agreements with any person or entity on behalf of the County or otherwise to bind the County. Nothing contained in this Agreement shall be construed to mean that the County and Fire Company are joint ventures, partners or the like.

22. Fire Company agrees that all staffing, training and operations shall be conducted in accordance with all rules and regulations promulgated by the appropriate agency or commission which by state law has authority for the oversight of fire, ambulance and rescue services. Further, Fire Company agrees to indemnify and hold harmless the County and its employees, from any actions, claims, or damages (including, without limitation, reasonable fees and charges of attorneys and other professionals and court costs) asserted against or suffered by any such indemnified party by reason of (i) any breach of the Fire Company of the terms of this Agreement (including, without limitation, any failure of the Fire Company to timely deliver services); (ii) any violation of any laws, ordinances, or regulations that govern the Fire Company's performance; and (iii) any negligent act or omission or willful misconduct on the part of the Fire Company or any employee or volunteer of the Fire Company in connection with the performance of its obligations (collectively the "Claims") but excluding Claims attributable to the negligent acts or omissions of the County and subject to all applicable statutes of limitations and any applicable defenses, claims, or actions that Fire Company may be entitled to assert or claim. These indemnification obligations shall survive termination of the Agreement. Additionally, nothing in this Agreement is intended to waive the sovereign immunity of New Castle County or the immunity granted to New Castle County and its employees in the County and Municipal Tort Claims Act contained in Title 10, Chapter 40 of the *Delaware Code*.

23. Maximum Permissible Funding; Structure and Methodology for FY26 Special Appropriation.

(a) Fire Company acknowledges that New Castle County Council appropriated $3,000,000.00 to support all Fire Companies operating in New Castle County as part of New Castle County's Fiscal Year 2026 Operating Budget.

(b) Fire Company agrees that funds distributed pursuant to this Agreement are conditioned upon Fire Company's acceptance of the following terms and conditions:

(i) Fire Company may apply funds received through this Agreement to reimburse Fire Company for costs associated with the salary and benefits provided to Fire Company's qualifying full-time employees

(ii) Any Fire Company that does not employ full-time employees shall receive funding equivalent to half the amount allocated for each full-time employee. This funding will be available for up to four (4) part-time qualifying employees.

(iii) Fire Company represents that it intends to use funds provided pursuant to this Agreement to reimburse costs associated with twenty-one (21) full-time employees and zero (0) part-time employees as shown on the roster attached as Exhibit 1.

(iv) The maximum amount of funding to Fire Company shall be calculated by dividing the aggregate amount appropriated pursuant to New Castle County Ordinance No. 25-053 by the total number of Fire Company employees eligible for funding under this section and then multiplying that amount by the number of employees identified by Fire Company in subsection (b)(iii) of this section. This calculation shall account for part-time status of any eligible employee as required by subsection (b)(ii).

24. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the matters set forth herein, and there are no other understandings, commitments, promises, agreements, representations or warranties binding the parties other than as set forth herein.

(b) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (i) personally delivered, with receipt signed by the recipient, (ii) sent by reputable commercial overnight delivery service, with receipt signed by the recipient, (iii) mailed by certified mail, return receipt requested, postage prepaid. Notices and other communications shall be sent to the parties at the following addresses:

County:

New Castle County Government
ATTN: Stephanie Mohr
87 Reads Way
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

Fire Company:

Wilmington Manor Fire Company
ATTN: President and/or Chief
301 North Dupont Highway
New Castle, DE 19720

With a copy to:

_____
_____
_____
_____

(c) All correspondence, invoices, reports, or other documents provided pursuant to Fire Company's obligations in this Agreement, including any chart or compilation of data, shall contain or be accompanied by the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that this submission is made in support of claims for government funds or that certification of this submission is an express condition of government funding that Fire Company has already received from County."

The aforesaid certification shall be made only by an authorized representative of Fire Company.

(d) Governing Law/Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. Each party accepts equal responsibility for the drafting of this Agreement and this Agreement shall not be more strictly construed against either party.

(e) Remedies. In the event County or Fire Company breaches any covenant or obligation or undertaking as provided in this Agreement and fails to remedy or rectify such breach within fifteen (15) days after written notice from the non-defaulting party specifying the nature of the breach, and specifying the nature and corrective action required to remedy

the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages, specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such fifteen (15) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such default shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation, or other adverse governmental or third-party action. Each right and remedy which County or Fire Company may have under this Agreement or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary, none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. County and Fire Company expressly acknowledge and agree that neither party shall be entitled to recover special, consequential or punitive damages, under any circumstances arising out of any breach or default hereunder.

(f) Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the parties and an appropriate written amendment executed and delivered by and between the parties.

(g) *Force Majeure*. Neither party shall be held liable for non-performance under the terms and conditions of this Agreement due to:

1. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the party has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

2. Diseases, plagues, quarantine, epidemics or pandemics;

3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

4. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 5 business days of the party's knowledge of significant non-performance risk.

Notwithstanding the content of this subparagraph 23(g), Fire Company agrees that any event giving rise to *Force Majeure* as defined herein may provide additional reasonable time to comply, but that it shall not relieve Fire Company of the obligation to perform and carry out any of the obligations or duties set forth in this Agreement.

(h) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 12TH day of August, 2025.

ATTEST:

Witness Barbara Beckley-Graham

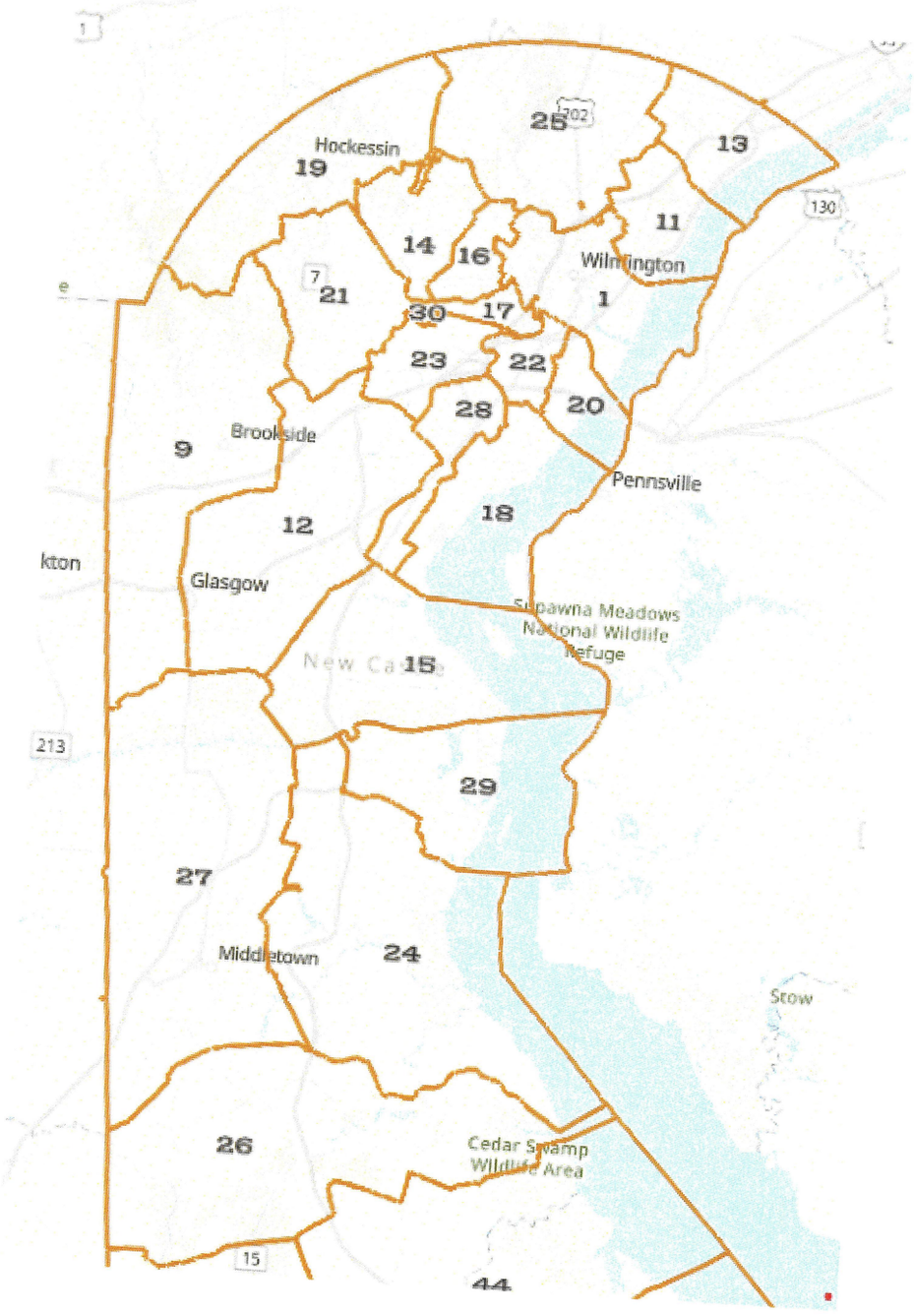
WILMINGTON MANOR FIRE COMPANY
Michael S Shaw, President

Witness

MARCUS A. HENRY, COUNTY EXECUTIVE
New Castle County

EXHIBIT A


Old Airpo
Airport Rd
295
202
13
95
Christiana
Acres
141
Manor
Wilmington Manor
Cavaliers
Country Club
Duross Heights
New Castle
County Airport
N Dupont Hwy
78 ft
141
Christiana Rd
13
Wilton Park
S Dupont Hwy
Mill Creek
9
40
Ellen Dr
Mill Creek
Army Creek
9
Buena
Vista Park
Delaware
National Guard
13


Hockessin
19
25
202
13
130
11
14
16
Wilmington
7
21
1
30
17
23
22
28
20
9
Brookside
Pennsville
12
18
kton
Glasgow
Supawna Meadows
National Wildlife
Refuge
New Castle
15
213
29
27
Middletown
24
Stow
26
Cedar Swamp
Wildlife Area
15
44

Prime Sponsor(s): Mr. Smiley
Co-sponsor(s): Mr. Hollins
Date of introduction: August 26, 2025

RESOLUTION NO. 25-148

TO AMEND NEW CASTLE COUNTY COUNCIL PROCEDURAL RULE NO. 15 ("CONTINGENCY FUND") RELATING TO CONTINGENCY ALLOCATIONS

WHEREAS, this proposed amendment to the Procedural Rules of County Council establishes clear guidance for appropriations and re-appropriations of funds; and

WHEREAS, the revisions provide transparent guidelines regarding County Council's Contingency Fund.

NOW, THEREFORE, BE IT RESOLVED that New Castle County Council recognizes the importance of transparent guidelines that are easy to comply with, especially so when it comes to allocation and use of government funds and, thus, amends Rule No. 15 of County Council's Procedural Rules by adding language as indicated by underlines below.

RULE NO. 15.2. Contingency Fund Allocations.

15.2.1. As a starting premise, funds from County Council's Contingency Fund may be allocated only to:

- Internal County programs benefitting the residents of New Castle County;
- Registered nonprofits for social programs benefitting the residents of New Castle County; or
- Shall remain in the Contingency Fund.

15.2.2. Notwithstanding the above, in the first week of June in each fiscal year, the unencumbered balance of Council's Contingency Fund shall be divided evenly among the 13 Members of Council.

15.2.3. Contemporaneous with the above, the Clerk, by email, shall make all Council Members aware of the funds to be distributed to them along with the last date funds must be brought before Council for approved allocation.

15.2.4. Funds remaining after provision under 15.2.2 shall be retained in the Contingency Fund.

15.2.5. Funds must be approved by Council and allocated by Grant Application or by Resolution, if to a nonprofit entity.

15.2.6. Funds to be allocated to a County-initiated program shall follow the approved legislative process.

15.2.7. Council Members may elect to consolidate their individual allocations in part or in full for a single nonprofit and/or County-initiated program.

15.2.8. The allocation of funds from the Contingency Fund for purposes other than those of its original intent (*i.e.*, to fund operational needs and expenses of Council), internal Council expenses, or those listed above must be approved by at least 10 votes of Council.

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no fiscal impact as a result of this Resolution.

Prime Sponsor(s): Mr. Smiley
Date of introduction: August 26, 2025

RESOLUTION NO. 25-149

TO AMEND NEW CASTLE COUNTY COUNCIL PROCEDURAL RULE 4 REGARDING INTRODUCTION OF ORDINANCES

WHEREAS, from time to time, it becomes necessary to update or revise New Castle County Council's Procedural Rules; and

WHEREAS, 9 *Del. C*. Section 1152 requires proposed ordinances to be introduced in writing; and

WHEREAS, 9 *Del. C*. Section 1152 also authorizes County Council to adopt Rules of Procedure; and

WHEREAS, 9 *Del. C*. Section 1150 authorizes County Council to determine its own Rules; and

WHEREAS, Council Rule of Procedure No. 4 provides for introduction of ordinances by the Clerk of Council, which is achieved by reading the titles thereto at the beginning of Council Meetings (Item D of the agenda); and

WHEREAS, County Council endeavors to run its meetings as streamlined and as efficiently as possible.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby amends New Castle County Council Procedural Rule No. 4 by adding the material that is underscored and deleting the material that is stricken, as set forth below.

RULE NO. 4. REGULAR COUNCIL MEETINGS…

4.3.4. Item D. Introduction of ordinances by Clerk of Council. After the Clerk has commenced reading an ordinance by title, a motion may be made to treat such reading as the full and complete introductory reading for that ordinance and that the ordinance has thereby been formally introduced. Upon at least a majority vote approving the motion, the reading shall be considered complete and the ordinance shall be deemed as having been formally introduced. After all ordinances have been introduced, the President shall state that all ordinances shall be considered at the next regular Council meeting with the exception of those ~~items~~ ordinances that require referral and/or Board or Commission recommendations.

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Council Rule of Procedure No. 4 provides for introduction of ordinances by the Clerk of Council, which is achieved by reading of the title thereto at the beginning of the Council Meeting, in part or in full as determined by County Council. Moreover, Council is authorized under Delaware Code to determine its Rules, and consistent therewith Council has the authority to determine and establish what qualifies for “introduction” of an ordinance.

FISCAL NOTE: There is discernible fiscal impact with the adoption of this legislation.

Prime Sponsor(s): Mr. Tackett
Mr. Toole
Ms. Durham
Date of introduction: August 26, 2025

RESOLUTION NO. 25-150

PROVIDING FOR A REVIEW OF THE RECENT REASSESSMENT OF NEW CASTLE COUNTY

WHEREAS, in 2021 a general reassessment of New Castle County was initiated for the first time since 1983, nearly 40 years; and

WHEREAS, given the substantial amount of time in between reassessments and the questions that have been raised regarding several elements, including valuations and other matters, it is advisable that an initial review of the recent reassessment be conducted to evaluate the internal controls over ensuring compliance with professional appraisal standards and the reasonableness of the assessed values; and

WHEREAS, under Title 9, Section 1401 of the Delaware Code, the Office of the County Auditor was established; the County Auditor is a certified public accountant, with many years' experience conducting reviews and audits; and

WHEREAS, pursuant to Title 9, Section 1406 of the Delaware Code, the County Auditor is to assist County Council as the County Council may request or as set forth in the job description in any matter before it; and

WHEREAS, County Council believes it is in the best interests of New Castle County and its residents to request the County Auditor conduct an initial review of the recent reassessment and to determine, after completing his initial review, whether to recommend that a more in-depth audit be conducted, possibly involving the engagement of an outside third party auditing firm; and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby requests that the County Auditor, in consultation with the Administration as need be, review the following information and any other information that, in the County Auditor's professional opinion, he deems necessary or helpful, and then submit to County Council and the County Executive a recommendation as to whether, based on his initial review, to engage an independent third party auditor to perform a more in-depth audit of the recent reassessment; related thereto, County Council requests that the County Auditor review the following information, in addition to other information which, in the County Auditor's professional opinion, is appropriate to review:

1. The valuation methodologies, data quality assurance controls, and overall processes of the general reassessment and whether they conformed with generally accepted appraisal standards.

2. How fair market value was determined.
3. The extent to which the County provided direction or oversight during the reassessment.
4. The reassessment appeal process, generally, the timing of the process, and the resources dedicated to resolving issues.
5. Such other information which, in the County Auditor's professional opinion, is appropriate to review.

BE IT FURTHER RESOLVED that County Council further requests that the County Auditor:

1. Compile a summary of his initial review of the general reassessment, identifying all matters and information that were reviewed and any conclusions related thereto.
2. Identify whether a more in-depth audit is recommended, in his professional opinion, and, if so, the scope thereof and projected cost, if determined.
3. Submit the summary and recommendation to New Castle County Council and the County Executive by no later than October 24, 2025.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: By way of this Resolution, New Castle County Council requests that the County Auditor perform an initial review of the recent general reassessment of New Castle County, and provide to County Council and the County Executive a summary of his initial review and a recommendation as to whether a more in-depth audit, potentially by an independent third party auditor, is warranted.

FISCAL NOTE: There is no discernible fiscal impact with the adoption of this legislation.

Prime Sponsor(s): Ms. Kilpatrick. Ms. Williams-Johns
Date of introduction: August 26, 2025

RESOLUTION NO. 25-151

SUPPORTING FALUN GONG AND ITS PURSUIT OF EXERCISING FREEDOM OF RELIGION

WHEREAS, Falun Gong is an ancient Chinese spiritual and meditation discipline of the Buddhist tradition, drawing on elements from both Buddhism and Daoism coordinating posture, movement, breathing, and meditation to balance and enhance vital energy in the body; and

WHEREAS, the practice emphasizes the principles of Truthfulness, Compassion, and Forbearance, which are considered the essential nature of the universe and serve as a guide for practitioners' daily lives; and

WHEREAS, Falun Gong incorporates meditation and five gentle exercises (also known as Falun Dafa exercises) aimed at improving both physical and mental health. These exercises are:

- Buddha Stretching a Thousand Arms
- Falun Standing Stance
- Penetrating the Cosmic Extremes
- Falun Cosmic Orbit
- Strengthening Supernatural Powers; and

WHEREAS, practitioners aim to achieve spiritual enlightenment, cultivate virtue, and eliminate karma; and

WHEREAS, Falun Gong brings traditional Chinese cultural values to many Delawareans, as well as to more than 100 million people in over 100 countries from all walks of life and cultural backgrounds; and

WHEREAS, in addition to legislation passed by several States, the United States House of Representatives passed House Concurrent Resolution 304 in 2004 to condemn harassment, threats, and discrimination directed at Falun Gong practitioners in the United States; in June 2016, the United States House of Representatives unanimously passed Resolution H.R. 343, urging the international community to help end the crimes of the Chinese government committed on prisoners of conscience in China, including a large number of Falun Gong practitioners; and this was followed in 2025 by the 119th Congress passing HR 1540 (the "Falun Gong Protection Act"); and

WHEREAS, additionally, in 2024 the European Parliament similarly recognized that members of the Falun Gong have been the subject of persecution because of their sincerely held belief in these principles; and

WHEREAS, Falun Gong practitioners, as American citizens, are striving to exercise their sincerely held religious beliefs without persecution.

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that the County Council hereby recognizes the struggle of followers of Falun Gong in America and acknowledges that the same liberties and freedoms under the First Amendment should apply to Falun Gong practitioners as other American citizens in the exercise of their religious beliefs.

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact with the adoption of this legislation.

Prime Sponsor(s): Mr. Hollins, Mr. Smiley, Mr. Cartier
Requested By: Executive Office
Date of introduction: August 26, 2025

RESOLUTION NO. 25-152

CONSENTING TO THE APPOINTMENT OF DAVID DEL GRANDE TO THE POSITION OF CHIEF FINANCIAL OFFICER

WHEREAS, pursuant to 9 Del. C. § 1120, the County Executive, with the advice and consent of New Castle County Council, shall appoint the Chief Financial Officer, who shall serve at the pleasure of the County Executive; and

WHEREAS, the County Executive has submitted for the advice and consent of County Council the appointment of David Del Grande to the position of Chief Financial Officer; and

WHEREAS, David Del Grande brings over three decades of experience in finance and public administration, including leadership roles as Finance Director for the City of Newark, where he successfully managed and oversaw budgeting, accounting, utility billing and information technology operations; and

WHEREAS, Mr. Del Grande's extensive background includes expertise in financial oversight, strategic planning, and ensuring fiscal responsibility, which aligns with the needs and goals of the Office of Finance and the residents of New Castle County; and

WHEREAS, Mr. Del Grande has previously served New Castle County as Chief of Technology & Administrative Services, Accounting and Fiscal Manager, Senior Financial Officer, and Senior Budget & Procedures Analyst; and

WHEREAS, New Castle County Council has considered the qualifications of David Del Grande and finds him well suited for the position of Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby consents to the appointment of David Del Grande to the position of Chief Financial Officer.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title

FISCAL NOTE: There will be no discernible fiscal impact up on the adoption ofthis Resolution.

Prime Sponsor(s): Mr. Toole
Co-sponsor(s): Ms. Durham
Date of introduction: July 22, 2025

ORDINANCE NO. 25-097

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 2 ("ADMINISTRATION"), SECTION 2.05.507 ("HUMAN RESOURCES ADVISORY BOARD") REGARDING BOARD COMPOSITION

WHEREAS, *New Castle County Code* Chapter 2 ("Administration"), Section 2.05.507 provides for a Human Resources Advisory Board ("HRAB"); and

WHEREAS, the HRAB represents the public interest in the merit system, providing advice and making recommendations to the Chief Human Resources Officer ("CHRO"); and

WHEREAS, the HRAB, through studies, investigations, and recommendations, advises the CHRO, the County Executive, and County Council on the improvement of human resources administration in County employment; and

WHEREAS, the HRAB currently consists of only 3 members; and

WHEREAS, the HRAB would tangibly benefit from the addition of members to the board, which would bring with it alternative and other views, which always leads to a healthy challenge to existing policies and processes; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (*i.e.*, promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Section 2.05.507 ("Human Resources Advisory Board") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 2.05.507. - Human Resources Advisory Board—Established; composition; appointment, term, qualifications, compensation of members, election of Chairperson; meetings; quorum.

A. The Human Resources Advisory Board shall consist of ~~three (3)~~ 7 members. The County Executive shall appoint 3 members with the advice and consent of County Council. The County Council, with the advice and consent of the County Executive, shall appoint 4 members, after seeking input from the Chief Human Resources Officer. The members of the ~~Human Resources Advisory~~ Board shall be appointed ~~by the County Executive, with consent of County Council,~~ for terms of ~~six (6)~~ 6 years or until their successors are appointed and qualified. Appointees made upon the

expiration of any Board member's term shall be for ~~six (6)~~ 6 years from such expiration date. When vacancies occur, they shall be filled for the unexpired term. The members of the Board shall be residents of the County. They shall be persons of recognized character and ability whose experience provides knowledge of human resources practices and procedures and knowledge and support of merit principles as applied to public employment. No member of the Board shall be a member of any local, state or national committee of a political party or an officer or a member of a committee of any partisan or political group or shall hold or be a candidate for any political office, and no more than ~~two (2)~~ 4 of the members shall be of the same political party.

B. Members of the Board shall be compensated according to Section 26.01.009.

C. One (1) of the members shall be elected Chairperson by the members of the Board. Meetings shall be called and held as shall be provided by rules ~~to be~~ adopted by the Board. ~~Two (2)~~ Four members shall constitute a quorum.

…

Section 2. Effective Date. This Ordinance shall become effective upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C*. § 1156.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus A. Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance, if enacted, would amend *New Castle County Code* Section 2.05.507 (“Human Resources Advisory Board” or “HRAB”) by increasing the composition of the HRAB from only 3 members to 7members. The proposed increase in membership would tangibly benefit the board by bringing with such increase alternative and other views, which always leads to a healthy challenge to existing policies and processes and an influx of ideas.

FISCAL NOTE: The fiscal impact of this Ordinance, if approved, will be to Salaries and Wages estimated to be $4,400 in FY2026, $4,800 in FY2027, and $4,800 in FY2028.

Acknowledged by Chief Financial Officer July 11, 2025

Prime Sponsor(s): Mr. Caneco, Mr. Smiley
Date of introduction: July 22, 2025

ORDINANCE NO. 25-098

AMENDING CHAPTER 26 ("HUMAN RESOURCES"), SECTION 26.01.009 ("UNIFORM PAY PLANS") REGARDING PROCEDURE

WHEREAS, *New Castle County Code* Section 26.01.009 provides that all persons employed by the County or any of its boards, and paid from appropriations made by New Castle County Council or federal funding, except those whose compensation is fixed by State law, shall be compensated only in accordance with pay plans adopted by the County Council; and

WHEREAS, *County Code* Section 26.01.009 suggests certain procedural provisions that are intended to apply to proposed pay plans for approval; and

WHEREAS, the procedural provisions referred to above are problematic, and likely unconstitutional, as they appear to supplant County Council's exclusive legislative authority in County government to enact laws; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (for example, promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 26 ("Human Resources"), Section 26.01.009 ("Uniform Pay Plans") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 26.01.009. - Uniform pay plans.

A. All persons employed by the County or by any of its boards, whether as officers or otherwise, and paid either in part or in whole from appropriations made by the County Council or federal funding, except those whose compensation is fixed by State law, shall be compensated only in accordance with pay plans adopted by the County Council.

B. ~~Not more than fifteen (15) days after receipt from the County Executive of any recommendation of measures for the establishment of amendment of pay plans or portions thereof, the President of County Council shall introduce an ordinance for the adoption of such recommendations. Not later than sixty (60) days after receipt of such recommendations, the County Council shall adopt them as submitted or in such amended form as the County Council shall provide. Should the County Council fail to act upon such recommendations within such sixty (60) day period, its~~

~~approval shall be presumed and the recommended pay plan or amendment thereto shall become effective as recommended.~~

Not more than 15 days after receipt by the President of County Council from the County Executive or their designee of a recommendation and the requisite proposed ordinance for the establishment of or amendment of pay plans or portions thereof, the President shall introduce the proposed ordinance.

Section 2. This Ordinance shall become effective upon the date of its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance corrects the defective procedural language that appears at *New Castle County Code* Section 26.01.009 that, likely unconstitutionally, supplants New Castle County Council as the sole authority to enact legislation, after Council's consideration thereof.

FISCAL IMPACT: There is no fiscal impact as the result of passage of this Ordinance.

Prime Sponsor(s): Mr. Smiley
Requested by: Council & Administration
Date of introduction: August 5, 2025

ORDINANCE NO. 25-099

TO AMEND NEW CASTLE COUNTY CODE CHAPTER 14 ("FINANCE AND TAXATION"), ARTICLE 5 ("ABATEMENT OF PROPERTY TAXES AND PENALTY") TO PROVIDE THE CHIEF FINANCIAL OFFICER AUTHORITY TO ABATE PENALTIES FOR ELIGIBLE RESIDENTIAL TAXPAYERS PARTICIPATING IN AN INSTALLMENT PAYMENT PLAN CAUSED BY INCREASED PROPERTY TAX LIABILITY FOLLOWING A COUNTY-WIDE REASSESSMENT OF REAL PROPERTY.

WHEREAS, New Castle County has recently completed a County-wide reassessment of property values that assessed all properties at their July 1, 2024 fair market value; and

WHEREAS, the *New Castle County Code* prohibits the abatement of penalties "where a taxable is participating in an installment payment arrangement with the Office of Finance"; and

WHEREAS, County Council and the County Administration wish to ensure that residential property owners that incur increases in property tax liability following a County-wide reassessment are able to mitigate some of the financial hardship by entering into payment plans with the New Castle County Office of Finance without being subject to penalties and additional financial burden as a result of the County-wide reassessment; and

WHEREAS, County Council may allow an abatement of or discount upon any County penalty required to be collected by the County.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 14 ("Finance and Taxation"), Article 5 ("Abatement of Property Taxes and Penalty"), Section 14.05.002(A) is hereby amended by adding the material that is underscored as follows:

10. Notwithstanding the prohibition in Section 14.05.002(B)(3), where the Chief Financial Officer approves a taxpayer's application for a written installment payment plan due to economic hardship following a County-wide reassessment. For the purpose of administering this subsection, "economic hardship" means that the taxpayer experienced an increase in residential property tax liability of no less than $50 when compared to the amount invoiced by New Castle County for that taxable in the prior tax year. A written installment payment plan authorized by this subsection:

a) may only abate penalties associated with a property that is zoned for residential use and is owned and occupied by the taxpayer,

b) must require that the taxpayer make full and complete payment of property taxes in no greater than three (3) installment payments as determined by the Office of Finance,

c) must require that the taxpayer make full, final, and complete payment of taxes within the remaining tax year,

d) must require that penalties shall not be abated if the taxpayer fails to timely make payment as required by the written installment payment plan, and

e) may not be offered to any applicant who:

(i) owes any taxes, fines, or sewer service charges collectible by New Castle County, or

(ii) is in default of an approved payment plan for taxes, fines, or sewer service charges.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and signature of the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance defines economic hardship in the context of an increase in tax liability following a County-wide property reassessment and authorizes the Chief Financial Officer to abate penalties that accrue when a taxpayer experiencing economic hardship enters a written installment payment plan. The Chief Financial Officer may only abate such penalties through a written installment payment plan that complies with the requirements of this Ordinance.

FISCAL NOTE: This Ordinance, if approved, is estimated to result in approximately 9,400 qualified County tax payment plan applicants during the six-month period, with a total penalty revenue estimated at $130,443 for Fiscal Year 2026. However, these funds were not included as anticipated revenue in the FY26 Operating Budget so it would not be a reduction to the budget. It is anticipated staffing needs to process applications and adjust accounts would require the addition of a Delinquent Account Collector at an estimated cost of a .8 FTE at $66,171 for salary and benefits for FY26 from the reassessment capital project. There are no anticipated costs for FY27 or FY28 as it is a one-year program.

Acknowledged by the Chief Financial Officer 7/23/25

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Mr. Toole, Mr. Caneco
Requested by: Admin/Finance
Date of introduction: August 5, 2025

ORDINANCE NO. 25-102

AMEND THE FY2025 APPROVED OPERATING BUDGET: APPROPRIATE STATE OF DELAWARE FUNDING RECEIVED FOR THE NEW CASTLE COUNTY POLICE EMPLOYEE'S RETIREMENT SYSTEM TO THE DEPARTMENT OF PUBLIC SAFETY EMPLOYEE BENEFITS BUDGETARY LINE ITEM

WHEREAS, New Castle County receives pension contributions from the State of Delaware for the New Castle County Police Employee's Retirement System; and

WHEREAS, the revenue measures heretofore adopted by the County Council are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Annual Operating Budget Ordinance for the fiscal year beginning July 1, 2024, is hereby amended by deleting the matter stricken and adding the matter underscored on the attached Exhibit "A".

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2024 and shall be effective as though incorporated initially in the FY2024 Annual Operating Budget Ordinance.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and signature of the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Section 4. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 30, 2025.

Adopted by County Council
of New Castle County on:

_____
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

_____
Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance will appropriate $3,009,823.20 of revenue received from the State of Delaware to the New Castle County Department of Public Safety Employee Benefits Budgetary Line Item. New Castle County receives pension contributions from the State of Delaware for the New Castle County Police Employee's Retirement System.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 30, 2025.

FISCAL NOTE: This Ordinance, if approved will appropriate $3,009,823.20 of revenue received from the State of Delaware to the New Castle County Department of Public Safety Employee Benefits Budgetary Line Item.

Prior to 1996, New Castle County would deposit the revenue received from the State directly to the Pension Trust Fund. Upon the passage of Governmental Accounting Standards Board Statement # 24 (GASB 24), the County was required to record all on-behalf payments in the General Fund as revenue and expense the proceeds to the General Fund. The revenue is then recorded in the Pension Trust Fund.

The fiscal impact of this Ordinance, if approved, would increase the Employee Benefits line of the Department of Public Safety by $3,009,823.20.

The fiscal impact in subsequent years will be contingent upon any change by the State of Delaware in regards to the police pension program.

Acknowledged by the Chief Financial Officer July 16, 2025.

Overview of the Police Pension Funding from the State:
Police Officers hired subsequent to January 31, 1993 become members of the State of Delaware's County and Municipal Police/Firefighter's Pension Plan (C/M Plan). The pension contribution rate is established annually by the C/M Plan's actuary.

Since at least 1990, the County receives distributions of tax proceeds from the State of Delaware for County police (*18 Del. C. 707).* The State of Delaware funds distributions through a special tax levied on gross insurance premiums. The tax proceeds are deposited into a special fund, managed by the State Board of Pension Trustees and distributed based on two components:

1. Under *18 Del. C. 708 (b),* the State Board of Pension Trustees allocates the special fund deposits based on eligibility and proportionately distributes the funds on a per capita basis based on the total number of state, county and municipal police entitled to benefits from an annual registry in accordance with *18 Del. C. 709(a).* Funds are distributed to the proper officers of the state, county or municipal police department or bureau. Distribution takes place twice annually, on or before June 30 and December 31.

2. Under *18 Del. C. 708 (c),* the allocation of the special fund for "state police" provides post-retirement increases for retired county and municipal police and firefighters. The State Board of Pension Trustees allocates these funds on a per capita basis to the account of each eligible county or municipality upon the annual registry in accordance with *18 Del. C. 709(b).* Any county or municipality wishing to grant a post-retirement increase from the special fund shall submit a proposal to the State Board of Pension Trustees. In addition, prior to the implementation of such increase, the County must deposit into the special fund sufficient funds to cover 25% of the total actuarial cost of such increase.

COUNTY COUNCIL			
Salaries and Wages		$	2,502,060
Benefits			1,464,432
Training and Civic Affairs			87,104
Communication and Utilities			18,693
Materials and Supplies			35,660
Contractual Services			255,088
Equipment			14,580
Grants and Fixed Charges			348,221
Operating Transfer Charges			175,627
Total		***$***	***4,901,465***
Total Authorized Full-Time Positions	***35***		

COUNTY EXECUTIVE			
Salaries and Wages		$	2,315,184
Benefits			1,190,296
Training and Civic Affairs			51,178
Communication and Utilities			21,637
Materials and Supplies			19,836
Contractual Services			333,922
Equipment			7,223
Grants and Fixed Charges			638,000
Contingency			1,707
Operating Transfer Charges			105,264
Total		***$***	***4,684,247***
Total Authorized Full-Time Positions	***17***		

DEPARTMENT OF ADMINISTRATION			
Salaries and Wages		$	12,801,592
Benefits			7,410,198
Training and Civic Affairs			137,998
Communication and Utilities			8,288,872
Materials and Supplies			181,928
Contractual Services			7,821,586
Equipment			523,161
Grants and Fixed Charges			3,972,098
Operating Transfer Charges			1,143,524
Operating Transfer Credits			(12,812,422)
Total		***$***	***29,468,535***
Total Authorized Full-Time Positions	***168***		

DEPARTMENT OF PUBLIC WORKS			
Salaries and Wages		$	25,362,106
Benefits			14,728,052
Training and Civic Affairs			45,445
Communication and Utilities			26,468,271
Materials and Supplies			4,917,279
Contractual Services			10,847,289
Equipment			508,481
Grants and Fixed Charges			1,193,025
Land and Structures			54,700
Operating Transfer Charges			4,574,405
Operating Transfer Credits			(7,722,122)
Total		***$***	***80,976,931***
Total Authorized Full-Time Positions	***389***		

DEPARTMENT OF LAND USE		
Salaries and Wages	$	7,994,998
Benefits		4,647,275
Training and Civic Affairs		59,575
Communication and Utilities		111,242
Materials and Supplies		103,127
Contractual Services		1,429,294
Equipment		74,555
Grants and Fixed Charges		56,500
Operating Transfer Charges		1,061,595
Total	***$***	***15,538,161***
Total Authorized Full-Time Positions 112		

DEPARTMENT OF COMMUNITY SERVICES		
Salaries and Wages	$	12,734,648
Benefits		5,580,637
Training and Civic Affairs		24,141
Communication and Utilities		1,473,021
Materials and Supplies		1,600,614
Contractual Services		3,841,213
Equipment		34,474
Grants and Fixed Charges		3,251,065
Operating Transfer Charges		1,174,095
Operating Transfer Credits		(225,977)
Total	***$***	***29,487,931***
Total Authorized Full-Time Positions 162		

DEPARTMENT OF PUBLIC SAFETY				
Salaries and Wages			$	73,434,429
Benefits		~~40,673,121~~		43,682,944
Training and Civic Affairs				164,155
Communication and Utilities				1,040,163
Materials and Supplies				1,490,737
Contractual Services				2,131,317
Equipment				1,773,283
Grants and Fixed Charges				8,345,222
Operating Transfer Charges				7,843,655
Intragovernmental Service Credits				
Total		***~~136,896,082~~***	***$***	***139,905,905***
Total Authorized Full-Time Positions	***727***			
REGISTER OF WILLS				
Salaries and Wages			$	1,131,352
Benefits				643,880
Training and Civic Affairs				34,950
Communication and Utilities				12,209
Materials and Supplies				10,053
Contractual Services				62,715
Equipment				2,800
Operating Transfer Charges				82,214
Total			***$***	***1,980,173***
Total Authorized Full-Time Positions	***20***			
RECORDER OF DEEDS				
Salaries and Wages			$	1,202,298
Benefits				691,663
Training and Civic Affairs				40,170
Communication and Utilities				29,829
Materials and Supplies				10,573
Contractual Services				98,478
Equipment				9,975
Grants and Fixed Charges				18,350
Operating Transfer Charges				162,265
Total			$	***2,263,601***
Total Authorized Full-Time Positions	***23***			

SHERIFF			
Salaries and Wages		$	1,353,771
Benefits			788,603
Training and Civic Affairs			29,452
Communication and Utilities			14,993
Materials and Supplies			21,259
Contractual Services			55,999
Equipment			5,000
Operating Transfer Charges			142,020
Total		***$***	***2,411,097***
Total Authorized Full-Time Positions	***21***		

CLERK OF THE PEACE			
Salaries and Wages		$	477,910
Benefits			279,717
Training and Civic Affairs			9,600
Communication and Utilities			4,484
Materials and Supplies			8,754
Contractual Services			23,268
Equipment Replacement			2,000
Operating Transfer Charges			30,824
Total		***$***	***836,557***
Total Authorized Full-Time Positions	***7***		

DEBT SERVICE			
Debt Service		$	45,578,427
Total		***$***	***45,578,427***
Total Authorized Full-Time Positions			

ETHICS COMMISSION		
Salaries and Wages	$	42,200
Benefits		4,181
Training and Civic Affairs		10,464
Communication and Utilities		2,134
Materials and Supplies		2,450
Contractual Services		235,747
Equipment		300
Operating Transfer Charges		6,360
Total	***$***	***303,836***
Total Authorized Full-Time Positions ***0***		

COUNCIL CONTINGENCY		
Contingency	$	152,673
Total	***$***	***152,673***
Total Authorized Full-Time Positions		

EXECUTIVE CONTINGENCY		
Contingency	$	0
Total	***$***	***0***
Total Authorized Full-Time Positions		

PERSONNEL CONTINGENCY		
Contingency	$	105,500
Total	***$***	***105,500***
Total Authorized Full-Time Positions		

ATTRITION CONTINGENCY		
Personal Services - Salaries and Wages	$	0
Personal Services - Employee Benefits	$	0
Total	***$***	***0***
Total Authorized Full-Time Positions		

ONE-TIME CONTINGENCY			
Contingency		$	11,880
Total		***$***	***11,880***
NEW CASTLE COUNTY			
Salaries and Wages		$	141,352,548
Benefits	~~78,102,055~~		81,111,878
Training and Civic Affairs			694,232
Communication and Utilities			37,485,548
Materials and Supplies			8,402,270
Contractual Services			27,135,916
Equipment			2,955,832
Grants and Fixed Charges			17,822,481
Debt Service			45,578,427
Land and Structures			54,700
Contingency			271,760
Operating Transfer Charges			16,501,848
Operating Transfer Credits			(20,760,521)
Sub-Total New Castle County	***~~355,597,096~~***	***$***	**358,606,919**
Total Authorized Full-Time Positions ***1,681***			
RESERVE ACCOUNTS ANTICIPATED BALANCES AS OF JUNE 24, 2025			
Tax Stabilization Reserve Account			61,495,003
Sewer Rate Stabilization Reserve Account			5,620,512
General Fund Budget Reserve Account			45,312,006
Sewer Fund Budget Reserve Account			18,734,142
Total Reserves:			**131,161,663**

Grant Matrix
8/26/25

GRANT APPLICANT	AMOUNT REQUESTED / AMOUNT PROPOSED	INTENDED USE OF GRANT	Standard Accounting Practices/ Non-Discrimination Policy	PRIOR COUNCIL GRANTS IN CURRENT FISCAL YEAR	COUNCIL MEMBER
Humanitarian Social Innovation (Fiscal Sponsor of Giving Bikes Back)	$1000/$1000	The organization Giving Back Bikes is expanding into New Castle County. Funds will be used towards their upcoming fundraiser.	Yes/Yes	No	Kilpatrick
Oberle Elementary School – Christina School District	$957.40/ $957.40	Funds will be to purchase supplies for the art teacher. Disinfecting wipes and 2 table top chop saw for kids..	Yes/Yes	No -Previous granny was in FY24	Caneco
Brandywine High School Baseball Boosters	$1000/$1000	Funds will be used to improve dugouts that were built last year.	Yes/No	No	Durham
Autism Delaware	$2500/$1500	Funds will be used towards their annual fundraiser/walk.	Yes/Yes	No	Williams-Johns
Delaware Coalition Against Domestic Violence (A copy of their non-discrimination policy is missing)	$2500/$1500	Funds will be used for their annual Purple Ribbon Event.	Yes/Yes	No	Williams-Johns
Arbour Park Civic Association	$285/$285	Funds will be used to pay for Kona Ice at their community Fall Festival.	Yes/No	No	George
Blackbird Community Association (Their response to the non-discrimination agreement question is incomplete)	$2500/$2500	Funds will be used for a new air conditioning unit for the Center	No/No	No	Carter
The Vinings at Christiana*	$200/$167.31	Funds will be for an ice cream social for community safety meeting.	Yes/Yes	No	George

Bebe Properties, LLC**	$1190/$1190	Mini grant funds will be used to purchase two historic markers	-	No	Durham

Council Rules 13.1.1 (Eligibility) - To qualify for a grant, an applicant organization must be a nonprofit organization, or under the umbrella of a nonprofit organization, with goals and objectives that advance the health, safety, and welfare of New Castle County and its citizens.

**The Vinings at Christian is an LLC. The apartment complex provides affordable multi-family housing.*

***Bebe Properties is an LLC. Councilwoman Durham committed to purchase two historic marker with mini grant funds. Bebe Properties purchased the markers from Kent Signs and is requesting reimbursement/mini grant funds.*

NEW CASTLE COUNTY
TRAVEL & TRAINING EXPENSE FORM

EMPLOYEE NAME	**David Carter**	**TELEPHONE**	**302.395.8346**
TITLE	**Councilman**	**DEPARTMENT**	**County Council**
DESTINATION	**Milwaukee, WI**	**OCA - GRANT/PROJECT**	
DATES	**October 8-10**		
PURPOSE	NACo Large Urban County Caucus (LUCC) Conference		

Dates	10/8/2025	10/9/2025	10/10/2025					TOTALS	Obj Lvl
TRANSPORTATION									
Airfare	$700							700.00	2001
Trainfare								-	2002
Taxi & Shuttle								-	2003
Tolls								-	2005
Parking								-	2006
Total	$ 700.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 700.00	
MILEAGE									
Actual miles									
Allowable Rate	0.700	0.700	0.700	0.700	0.700	0.700	0.700		
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2004
LODGING									
Hotel	250.00	250.00						500.00	2010
Telephone								-	2030
Total	$ 250.00	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ 500.00	
MEALS									
Number of days (overnight travel):			**Rate per day:**		**Maximum meal allowance:**				
Actual meal costs								-	
Less than full day:									
Breakfast								-	
Lunch								-	
Dinner								-	
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2020
MISCELLANEOUS									
Conference Fees								-	2101
Seminar Fees								-	2102
ATM Fees								-	2007
Tips								-	2007
Books, Tapes, Etc								-	4101
Auto Rental								-	2008
Other								-	
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
SUMMARY	**$ 950.00**	**$ 250.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,200.00**	

Expense Explanations:

Travel and lodging for the NACO LUCC Conference. These charges are just estimates, as prices may change at time of booking

Less Pre-payments:	
Less Charges paid by NCC:	
Due Employee:	**$ 1,200.00**

Explanation continued on attachment: yes( ) no( )

I hereby certify that these expenses, incurred by me on official New Castle County business, are reimbursable in accordance with current policies and have not been reimbursed, except where indicated.

Employee Signature **Date**

Type or print legibly - - Attach approval, receipts and original brochures.
Reference Administrative Policy #1
Form updated March 2006.

REVIEW AND APPROVAL:

Supervisor's Signature **Date**

I certify that all expenses are in compliance with all policies and Executive Orders.

General Manager's Signature **Date**

VENDOR NUMBER:

VOUCHER NUMBER: **VE**

NEW CASTLE COUNTY
DRAFT--TRAVEL & TRAINING EXPENSE FORM
Business Meal Meetings and Entertainment Detail - Cont'd

Employee Name:		**Travel Dates:**	
Title:		**Travel Location:**	
Department:		**OCA-Grant/Project:**	
