



NEW CASTLE COUNTY COUNCIL ADMINISTRATIVE-FINANCE COMMITTEE MEETING

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

**January 13, 2026
5:00 PM**

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

REVISED AGENDA

A. Call To Order/Roll Call

B. Approval of Minutes

C. Review/Discussion of Resolution(s)

R26-005: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT WITH CLEARGOV FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

R26-006: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH VALUEBASE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

D. Review/Discussion of Ordinance(s)

°25-162: AMEND THE FY2026 CAPITAL PROGRAM AND BUDGET: APPROPRIATE \$15,000 IN DONATIONS RECEIVED FROM THE CLAYMONT LIONS CLUB AND \$10,000 IN DONATIONS RECEIVED FROM WASTE MANAGEMENT AND REDUCE BOND FUNDING BY \$25,000 IN THE DEPARTMENT OF PUBLIC WORKS, GENERAL PARKLAND IMPROVEMENTS 2024-2025 CAPITAL PROJECT
Prime Sponsor(s): Mr. Sheldon, Mr. Carter

E. New Castle County Grant Requests/Community Events

- 1/13/26 Grant Matrix

F. Expense and Revenue Round Table

G. Other

Executive Session: To discuss a pending litigation matter to provide legal advice to Council.

- H. Public Comment
- I. Council Member Comment
- J. Adjournment

REVISED AGENDA POSTED: Friday, January 9, 2026
AGENDA POSTED: Tuesday, January 6, 2026

This agenda was revised to add an Executive Session to discuss a pending litigation matter to provide legal advice to Council.

*The revised agenda was posted less than (7) seven days in advance of the scheduled meeting to include an executive session that was not known at the original time of posting but is time-sensitive and cannot wait until the next meeting. 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  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: January 13, 2026

RESOLUTION NO. 26-005

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT WITH CLEARGOV FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

1 **WHEREAS**, the Office of Finance ("Finance") regularly produces a variety of
2 financial documents which currently require an entirely manual effort outside of the
3 financial system including the annual budget presentations to the County Executive and
4 County Council, Recommended and Approved Operating Budget Books, Comprehensive
5 Annual Budget Summary (CABS), monthly Revenue and Fiscal Reports, etc.; and
6

7 **WHEREAS**, ClearGov is easy-to-use software to help governments budget better
8 and is endorsed exclusively by the National Association of Counties (NACo); and
9

10 **WHEREAS**, ClearGov provides a Digital Budget Book tool which will assist
11 Finance with automating the creation of its financial documents which will assist with
12 streamlining processes for more efficiency, reduce errors and provide consistent final
13 products; and
14

15 **WHEREAS**, the Digital Budget Book tool will allow Finance to build our budget
16 from existing templates, import the budget from the financial system, collaborate to
17 update content in a central location and share with the public in web, mobile and print
18 formats; and
19

20 **WHEREAS**, the Budget Cycle Management Suite contains other modules to be
21 implemented in the future including Digital Financial Reporting, Strategic Planning,
22 Capital Project Tracking, Capital Budgeting, Personnel Budgeting, Operating Budget and
23 Transparency; and
24

25 **WHEREAS**, the cost for FY2026 will include the five month pro-rata subscription
26 fee of \$9,645.83 and the one-time setup fee of \$21,250.00 for a total impact of
27 \$30,895.03; and
28

29 **WHEREAS**, the annual subscription fee for FY2027 is \$68,475.00 with a 3%
30 annual increase for FY2028 and FY2029 through the length of the three-year contract;
31 and
32

33 **WHEREAS**, to incentivize Finance to consider entering into the contract, ClearGov
34 offered a total discount of \$89,975 (including \$16,550 as to setup services and \$73,425
35 as to subscription services) over the course of the contract's three-year term, provided
36 the parties executed the contract on or before December 31, 2025; and
37

38 **WHEREAS**, at the end of the three-year contract, if Finance chooses to renew for
39 an additional term of the contract, there would be 6% annual increase beginning with
40 FY2030; and

41
42 **WHEREAS**, funding is included in the Approved Operating Budget for the
43 Department of Administration, Office of Finance; and
44

45 **WHEREAS**, in order to avail itself of ClearGov's significant discount identified
46 above, the County Executive signed the contract on December 31, 2025; and
47

48 **WHEREAS**, in the event County Council does not approve the County Executive
49 signing the ClearGov contract, the contract includes a "Cancellation Option" term
50 providing that the contract is "subject to the approval of the New Castle County's Council"
51 and that in the event County Council "does not approve this Service Order at its January
52 13, 2026 meeting, [New Castle County] shall have the option to terminate this Service
53 Order immediately by providing written notice. In the event that [New Castle County]
54 exercises this option, [New Castle County] shall have no payment obligation under this
55 Service Order."
56

57 **WHEREAS**, the County Executive is presenting this contract to County Council for
58 its approval and ratification of the County Executive's signature on December 31, 2025
59 to take advantage of ClearGov's offered discount ; and
60

61 **WHEREAS**, County Council has determined that the purpose of the contract is to
62 advance, and is reasonably and rationally related to, legitimate government interests (i.e.,
63 promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the
64 present and future inhabitants of this State).
65

66 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
67 Castle County hereby authorizes the County Executive's December 31, 2025 signature
68 to the attached contract with ClearGov.
69

70 This Resolution shall become effective immediately upon its adoption by County
71 Council.

Adopted by County Council of
New Castle County on:

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

SYNOPSIS: This Resolution authorizes the County Executive to execute a contract with ClearGov to implement easy-to-use software, including a Digital Budget Book tool which will assist with automating the creation of our financial documents. This tool will assist with streamlining processes for more efficiency, reduce errors and provide consistent final products.

FISCAL NOTE: The fiscal impact of this contract is \$30,895.03 in FY2026, \$68,475.00 in FY2027 and \$70,529.25 in FY2028. This is a three-year contract and FY2028 and

FY2029 will include a 3% increase. If this contract is renewed it will include a 6% increase in FY2030 and beyond. Funding for FY2026 is included in the Approved Operating Budget in the Department of Administration, Office of Finance.

Acknowledged by the Chief Financial Officer December 31, 2025.



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created By	Tory Cortese
Contact Phone	781.910.8156
Contact Email	tcortese@cleargov.com

Order Date	Dec 22, 2025
Order Valid If Signed By	Dec 31, 2025

Customer Information					
Customer	New Castle County, DE	Contact	David Del Grande	Billing Contact	David Del Grande
Address	87 Reads Way	Title	Chief Financial Officer	Title	Chief Financial Officer
City, St, Zip	New Castle, DE 19720	Email	David.DelGrande@newcastlede.gov	Email	David.DelGrande@newcastlede.gov
Phone	302-395-5555			PO # (If any)	

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		\$371,000,000	
Setup Services		Tier / Rate	Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions		Tier 5A	\$ 37,800.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions		Tier 5A	\$ (9,450.00)
Onboarding Discount: Customer value add		Tier 5A	\$ (7,100.00)
Total ClearGov Setup Service Fee - Billed ONE TIME			\$ 21,250.00
Subscription Services		Tier / Rate	Service Fees
ClearGov Base Platform - Civic Edition		Tier 5A	\$ 4,950.00
ClearGov Operational Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Capital Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Digital Budget Book - Civic Edition		Tier 5A	\$ 18,200.00
ClearGov Digital Financial Reporting - Civic Edition		Tier 5A	\$ 18,200.00
Bundle Discount: Platform (50%)		Tier 5A	\$ (2,475.00)
Bundle Discount: Modules (25%)		Tier 5A	\$ (22,000.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 68,475.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Pro-Rata	Feb 1, 2026	Jun 30, 2026	ClearGov Subscription Services (DBB)
Setup	Jun 30, 2026	Jun 30, 2026	ClearGov Setup Services (DBB, OB, CB, DFR)
Initial	Jul 1, 2026	Jun 30, 2029	ClearGov Subscription Services (OB, CB, DBB, DFR)

To be clear, you will be billed as follows...

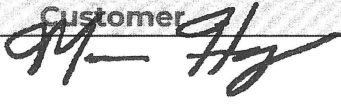
Billing Date(s)	Amount(s)	Notes
Feb 1, 2026	\$9,645.83	5 Month Pro-Rata Subscription Fee (DBB)
Jun 30, 2026	\$21,250.00	One-Time Setup Fee
Jul 1, 2026	\$68,475.00	Annual Subscription Fee (OB, CB, DBB, DFR)

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions

Valid Until	Dec 31, 2025	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Renewal Option	After the Initial Period (July 1, 2026 – June 30, 2029), the Service Period for any ClearGov Annual Subscription Services shall renew for up to three (3) successive annual periods (each period an "Annual Term") upon the mutual written agreement of Customer and ClearGov. Either Party to this Service Order may provide the other party written notice of its desire to not renew any renewal Annual Term at least sixty (60) days prior to the end of the then-current Annual Term.
Cancellation Option	This ClearGov Service Order is subject to the approval of the New Castle County's Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its January 13, 2026 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Legal Review Option	This ClearGov Service Order is subject to the review and approval of Customer's legal representative as set forth herein. In the event that such legal representative does not approve this Service Order within thirty (30) days, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Marcus Henry
Title	County Executive

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)		
Select Order Type for this Service Order	NL	If XS: Original Service Order Date

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



ClearGov BCM Service Agreement

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**

- 2.1) **Account Password and Security.** Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) **ClearGov License.** Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) **Content Delivery.** Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) **Application Access.** Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) **API Access.** Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**

- 3.1) **Term.** The duration of this Agreement shall be defined in accordance with the Term and Renewal Option provisions set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) **Termination.** This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) Interest and Collections. Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) Data Ownership and License.
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a **"Claim"**) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive information from the other Party (the **"Disclosing Party"**) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (**"Confidential Information"**). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term **"Confidential Information"** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain insurance that is consistent with the requirements and amounts outlined in Exhibit A.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).
- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

EXHIBIT A
Insurance Requirements

1. ClearGov shall purchase and maintain the following insurance coverages solely at their expense for the term of this Agreement:
 - a. Commercial general liability insurance which should include, but not limited to, coverage for liability for injury to persons, including death, and personal property, on an occurrence form with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate. Limits may be satisfied with a combination of primary, excess, and/or umbrella policies of insurance, provided that all such policies comply with all provisions of this Agreement. The General Liability policy shall be extended by endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by ClearGov, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertiser's Liability, and (e) products and completed operations;
 - b. Automobile liability insurance covering all owned, non-owned and hired vehicles with limits of no less than \$1,000,000 combined single limit for bodily injury and property damage;
 - c. Employer's liability insurance with limits not less than \$1,000,000;
 - d. Worker's Compensation insurance meeting statutory limits required by the laws of the State of Delaware, and under any other applicable state laws covering all persons employed or retained by them;
 - e. Professional liability insurance with limit of liability in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate insuring ClearGov and its officers, directors, members, employees, consultants and partners, and all other persons for whose acts they or any of them may be liable, against any and all liabilities arising out of, or in connection with, the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of its professional responsibilities in connection with this Agreement. If said insurance is written on a claims made form, and if there is a retro date, then the date must be prior to the inception date of this Agreement; and that same retro date must be maintained unchanged during the term of this Agreement, and for at least three (3) years thereafter; and
 - f. Network Security/Privacy (Cyber) and Technology Errors and Omissions (Tech E&O) insurance coverage at a minimum of \$3,000,000 limit per claim and in the

aggregate. Tech E&O insurance should cover for liabilities and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products; this coverage should also cover punitive damages, violation of software copyright, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose. The cyber policy shall include coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for ClearGov for any intentional act exclusions for intentional acts committed by a rogue employee not considered an executive officer. If this coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

2. Duration of Insurance. The insurance policies required by this Agreement shall be kept in full force and effect as follows:
 - a. All insurance required under 1.a., b., c., d., and f. shall be kept in full force and effect during the term of this Agreement; and
 - b. Professional liability coverage pursuant to 1.e. hereof shall be kept in force during the term of this Agreement and for three (3) years after the Agreement expires.
3. Additional Insureds. All insurance required under this Agreement except workers' compensation and professional liability shall be provided on a policy(ies) that specifically names Customer (New Castle County), its officials and employees as additional insureds.
4. Certificate of Insurance. A certificate of insurance evidencing the coverage set forth in this Section is attached hereto as **Appendix A**. ClearGov shall provide the New Castle County Chief Financial Officer with current certificates of insurance within five (5) business days of each renewal or change in policy throughout the term of this Agreement. At Customer's request, ClearGov shall deliver the actual insurance policies to Customer within ten (10) business days.
5. Subrogation. All insurance required under this Agreement shall be provided on a policy that includes an endorsement that specifically waives any subrogation rights the insurer would otherwise have against Customer, its officials or employees.

6. Changes to Coverage. Each policy shall be endorsed to require the insurer to give Customer at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.
7. Carrier Rating. Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook. Any change in this rating or outlook must be relayed to Customer by ClearGov or the insurance carrier as soon as possible upon learning of same, and ClearGov shall use due diligence with its insurance broker or carrier to keep track of same.
8. Primary Insurance. All insurance required under this contract except workers' compensation and professional liability shall expressly provide that such insurance shall be primary insurance, and any similar insurance in the name of ClearGov shall be excess and non-contributing.
9. Deductibles. If any policy has a deductible or retention, ClearGov is solely responsible for the deductible or retention and it will not make a claim against Customer for any reimbursement, regardless of the cause of loss. Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.
10. Notice. ClearGov agrees to notify the New Castle County Chief Financial Officer immediately, in writing, of any claim, demand or action arising out of an occurrence covered hereunder of which ClearGov has knowledge.



APPENDIX A CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 115 Federal St Boston MA 02210 License#: BR-1791411 CLEARINC-12		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Twin City Fire Insurance Company	29459
		INSURER B : Hartford Fire Insurance Company	19682
		INSURER C : Hartford Accident and Indemnity Company	22357
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1098624917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			08SBAAA4458	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			08SBAAA4458	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			08SBAAA4458	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECAW0KLB	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber/Professional Liab			08 TE 0378622-25	1/1/2025	1/1/2026	Each Wrongful Act Aggregate Limit 3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of New Castle, DE, New Castle County, its officials and employees are included as an additional insured as required by written contract per the policy terms, conditions and exclusions. Waiver of subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

County of New Castle, DE 77 Reads Way New Castle DE 19720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: January 13, 2026

RESOLUTION NO. 26-006

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH VALUEBASE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

1 **WHEREAS**, the Assessment Division ("Assessment") has been engaged with the
2 first reassessment performed since 1983; and
3

4 **WHEREAS**, as a result, over 5,200 property owners have appealed their July 1,
5 2025 assessment valuation, resulting in a backlog of work to be performed with a minimal
6 amount of certified assessors (including contractors) to work through the backlog of
7 appeals and related functions; and
8

9 **WHEREAS**, in addition, it is expected that the number of filed annual appeals will
10 rise beginning in January (in advance of the upcoming March 14, 2026 appeal deadline)
11 and into the foreseeable future since New Castle County is now mandated by State Code
12 to conduct a reassessment every five years; and
13

14 **WHEREAS**, in addition to the substantial operational challenges identified above,
15 the County was prevented from timely invoicing property taxpayers this tax year because
16 of emergent and unforeseeable Court of Chancery and Delaware Supreme Court
17 litigation. The County's response to that litigation required the emergent redeployment of
18 certain finite, critical Finance resources that were also managing the assessment appeal
19 process. The aforementioned unforeseeable circumstances contributed to the need to
20 engage in expedited purchasing activity to supplement Finance's already overburdened,
21 under-resourced complement of employees; and
22

23 **WHEREAS**, the ValueBase support platform will provide a useful tool to our
24 Assessment team by providing an automated appeal support platform, including
25 automated comparable sales reports, evidence package generation, appraisal review
26 automation, parcel-level visualization tools, and data coverage diagnostics; and
27

28 **WHEREAS**, ValueBase will also perform the initial data ingestion and system
29 setup, and will provide ongoing staff training, advisory support, and maintenance
30 necessary for Assessment staff to utilize these tools effectively; and
31

32 **WHEREAS**, this tool will help our Assessment staff administer appeals more
33 efficiently in an effort to reduce the delay in the appeal process, which lead to improper
34 tax billing, unstable revenue for the County, school districts, and municipalities, and data
35 integrity issues if unresolved; and
36

37 **WHEREAS**, the ValueBase agreement includes an all-inclusive annual price of
38 \$119,000, which covers setup, ingestion, maintenance, training, and unlimited support;
39 and

40
41 **WHEREAS**, funding for FY2026 will come from the Reassessment Capital Project;
42 and

43
44 **WHEREAS**, the County Executive is presenting the ValueBase agreement to
45 County Council for its approval prior to the County Executive's signature; and

46
47 **WHEREAS**, County Council has determined that the purpose of the contract listed
48 below is to advance, and is reasonably and rationally related to, legitimate government
49 interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or
50 welfare of the present and future inhabitants of this State).

51
52 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
53 Castle County that County Council hereby authorizes the County Executive to sign the
54 attached agreement with ValueBase.

55
56 This Resolution shall become effective immediately upon its adoption by County
57 Council.

Adopted by County Council of
New Castle County on:

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

SYNOPSIS: This Resolution authorizes the County Executive to execute an agreement with ValueBase to provide Assessment with an automated appeal support platform, including automated comparable sales reports, evidence package generation, appraisal review automation, parcel-level visualization tools, and data coverage diagnostics.

FISCAL NOTE: The fiscal impact of this agreement is \$119,000 in FY2026 and any subsequent renewal terms as this is an annual payment. Funding for FY2026 is included in the Reassessment Capital Project. Funding for FY2027 will be requested in the FY2027 Requested Operating Budget for the Department of Administration.

Acknowledged by the Chief Financial Officer December 18, 2025.

VALUEBASE SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into as of the last date of signature below (the “Effective Date”) between Geo Land Solutions, Inc., a Delaware corporation, d/b/a ValueBase (“Company”), and New Castle County, Delaware (“Customer”).

1. SERVICES AND SUPPORT:

- 1.1. Subject to the terms of this Agreement, Company will provide Customer access to the ValueBase automated appeal support platform, including automated comparable sales reports, evidence package generation, appraisal review automation (ValPal), parcel-level visualization tools, and data coverage diagnostics as described in ValueBase’s Proposal, a copy of which is attached as Exhibit A (together, the “Services”). Company will also perform the initial data ingestion and system setup, and will provide ongoing staff training, advisory support, and maintenance necessary for Customer to utilize these tools effectively, consistent with the Delivery Model outlined in the Proposal.
- 1.2. With respect to any software or other things distributed or provided to Customer for use on Customer’s premises or devices or otherwise, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such software or other things so long as this Agreement is in effect, but such use shall only be so licensed for use in connection with the Services.
- 1.3. ValueBase shall provide technical support for Customer’s use of the software. Technical support is available Monday through Friday 9:00 a.m. to 5:00 p.m. (Eastern).
- 1.4. Upon termination of this Agreement, all such software or other things shall be returned to the Company or destroyed as Company may direct.

2. TERM OF AGREEMENT:

- 2.1. This Agreement shall be in effect for one (1) year from the Effective Date or such other date as may be designated by Customer in writing (the “Initial Term”). Customer shall have the option to renew this Agreement upon such terms as the Parties may agree.

3. FEES FOR SERVICES:

- 3.1. Company’s Services are provided on an annual contract basis. The total annual fee payable by Customer to Company shall be \$119,000 billed in full upon initial delivery of the Services to Customer. At the conclusion of the Initial Term, Customer may elect to renew the Agreement in writing for an additional one-year term at the then-applicable annual fee, which Company shall disclose to Customer at least thirty (30) days in advance of the conclusion of the Initial Term.
- 3.2. Payments more than thirty (30) days past due are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Non-payment for more than thirty (30) days may result in immediate termination of Services.

4. RESTRICTIONS AND RESPONSIBILITIES:

- 4.1. Customer will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Services or any software, documentation, or data related to the Services (“Software”). Customer will not modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for the benefit of any third-party; or remove any proprietary notices or labels.

- 4.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms of this Agreement, Company's standard published policies in effect during the term of this Agreement as the same may be modified from time to time in the sole discretion of the Company ("Policies"), and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes to be in violation of the foregoing.
- 4.3. Customer agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and/or expenses (including without limitation costs and attorneys' fees) in connection with any claim or action arising from any alleged violation of Section 4.2 of this Agreement by Customer or otherwise resulting from Customer's use of the Services.
- 4.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, servers, secondary software, operating systems, networking equipment, web servers, and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer accounts, passwords (including but not limited to administrative and user passwords), files, and any other data. Customer is solely responsible for any use or breach of Customer accounts, the Software, or the Equipment, whether or not such use or breach is with Customer's knowledge or consent.

5. CONFIDENTIALITY AND PROPRIETARY RIGHTS

- 5.1. Each party understands that the other party has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business, and that such information is confidential and proprietary. Such confidential and proprietary information of the Company includes non-public information regarding features, functionality, and performance of the Services and Software. Such proprietary and confidential information of the Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect confidential and/or proprietary information from disclosure to third-parties or to employees of Company or Customer that do not have a need to access such confidential and/or proprietary information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or to divulge to any third person any such confidential and/or proprietary information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any confidential and/or proprietary information of the Disclosing Party; or (e) is required to be disclosed by law.
- 5.2. Confidential and/or proprietary information shall include, without further identification, any business, technical, or financial information of the Disclosing Party as well as the confidential and/or proprietary information specifically listed above. Either party may designate other information as proprietary and/or confidential by notifying the other party in writing that such information is so designated and, with respect to documents or other tangible items, clearly marking such documents or items as "CONFIDENTIAL."
- 5.3. Except as specifically stated herein, Customer shall retain all right, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title, and interest in and to (a) the Services and Software, including all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, and (c) all intellectual property rights related to any of the foregoing.
- 5.4. The Parties understand and agree that the unauthorized use or disclosure of confidential and/or proprietary information constitutes an irreparable injury to the Disclosing Party and the Disclosing Party, in addition to any such other remedies as may be available at law, shall be entitled to injunctive relief from a court of

competent jurisdiction, including a temporary restraining order, preliminary injunction, or permanent injunction, without posting of bond.

- 5.5. Notwithstanding the foregoing or anything to the contrary contained herein, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term of this Agreement) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

6. TERMINATION OF AGREEMENT:

- 6.1. In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days' advance written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for Services provided up to and including the last day on which the Services are provided.
- 6.2. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data.
- 6.3. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER:

- 7.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or due to other causes beyond Company's reasonable control. Company shall use reasonable efforts to provide advance notice of any scheduled service disruption. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY:

- 8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY

CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9. OTHER PROVISIONS:

- 9.1. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 9.2. **Non-Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.
- 9.3. **Integration.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- 9.4. **Modification.** Except as may otherwise be expressly stated herein, the terms and conditions of this Agreement may only be modified by a writing signed by both parties.
- 9.5. **Non-Waiver.** The failure by either Party to insist, in any one or more instances, upon strict performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder, or of the right to future performance of any such term of condition.
- 9.6. **Relationship of Parties.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- 9.7. **Attorney's Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.
- 9.8. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices shall be sent to:
- | | |
|---|---|
| <p>GEO LAND SOLUTIONS, INC.
DBA VALUEBASE
William Jarvis
Chief Executive Officer
1606 Headway Cir STE 9205
Austin, TX 78754</p> | <p>NEW CASTLE COUNTY, DELAWARE
Attn.: Chief Financial Officer
87 Reads Way
New Castle, DE 19720</p> |
|---|---|
- 9.9. **Governing Law and Forum.** Any disputes arising out of or related to this Agreement, or the Parties' relationship created hereby, shall be governed by the internal laws of the State of Delaware. Any disputes arising out of or related to this Agreement, or any other aspect of the Parties' relationship, shall be heard only in the state or federal courts located in the State of Delaware, to the exclusion of other courts and fora. All parties consent to personal jurisdiction in the state and federal courts of Delaware.
- 9.10. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE TRANSACTIONS CONTEMPLATED HEREBY.

9.11. **Representations.** Each party represents and warrants to the other that it is a corporation or governmental entity duly organized and validly existing in any State in which it is incorporated, is located, or does business; that it is duly licensed, qualified, and in good standing under the laws of all respective states; and, by signature below, the signatory represents and warrants that they have full authority to enter into this Agreement and to bind the respective Party thereto.

IN WITNESS WHEREOF, by signature below the Parties state that they have read, understood, and agree to the terms of this document and so sign this document intending to be bound thereby.

**GEO LAND SOLUTIONS, INC.
DBA VALUEBASE**

NEW CASTLE COUNTY, DELAWARE

William Jarvis
Chief Executive Officer

Marcus Henry
New Castle County Executive

Date: _____

Date: _____

Exhibit A

[Insert Copy of ValueBase's Proposal to New Castle County, Delaware]



Valuebase

Valuebase Proposal for New Castle County

Will Jarvis

CEO

1606 Headway Cir.

Ste. 9205

Austin, TX 7854

(252) 904 6817

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Appeal Support & Data Quality Proposal – New Castle County

Prepared for: New Castle County, Delaware

Prepared by: Valuebase (Will Jarvis)

Date: 12/2/25

1. Executive Summary

New Castle County is entering unprecedented territory:

- First reassessment since 1983
- 4,000+ formal appeals already filed
- Significant public pressure
- Manual workflows taking 30–120 minutes per appeal
- Limited assessor staffing (~10 assessor 2's, where best practice suggests ~45)
- Large number of formal appeals expected Jan 1.

Valuebase can provide immediate workflow relief by automating evidence gathering, comp generation, appraisal review, and appeal triage, **without replacing human assessors** and without disrupting existing processes

Our role is to accelerate and support, not replace, New Castle County staff during a uniquely challenging cycle.

2. Your Current Situation (As Understood from Discussions)

2.1 Operational Challenges

- Significant labor hours spent matching comps, reviewing appraisals, and drafting stip letters
- Only assessor 2's able to perform appeal review, creating bottlenecks
- Understaffed relative to industry norms.

2.2 Data & Market Challenges

- Non-disclosure-like environment due to \$10 deed rule
- Inconsistent comparables available making comp selection difficult
- High sensitivity around perceived inequities requiring additional focus on appeals
- Little visibility into data quality and coverage

2.3 Timing Pressures

- January 1 opens next round of formal appeals
- Holidays reduce available staff time

3. Valuebase: What We Can Provide

You asked two core questions:

1. **“Can you help us get through the appeals faster?”**
2. **“Can you help us handle the upcoming January appeals more efficiently?”**

Yes, on both.

Below is a practical solution:

4. Proposed Solution

4.1 Automated Comp Reports & Evidence Packages

For each appealed property:

- Identify strongest comparable sales
- Auto-generate value adjustments using regression outputs
- Produce hearing-ready comp packets resembling a 1004 report
- Allow assessors to modify or override any value judgment

Outcome:

Significantly reduce comp/evidence preparation time.

Feature	Subject	Unit Adjustment	Comparable Sale #1	Comparable Sale #2	Comparable Sale #3
Address	3621 S WHEELING AV E		3619 S YORKTOWN AV E	3727 S LUTICA AV E	2252 E 34 ST S
Proximity to subject			0.18 mi NE	0.18 mi SW	0.39 mi NE
Sale price (time-adjusted)	\$504,000 (\$498,000)		\$499,000 (\$497,710)	\$770,000 (\$769,857)	\$1,080,000 (\$1,069,533)
Sale date	July 24, 2024		November 25, 2024	March 1, 2024	July 11, 2024
Land economic area	Tulsa Tulsa International Airport	See category adjustments below	Tulsa Tulsa International Airport	Tulsa Tulsa International Airport	Tulsa Tulsa International Airport
Neighborhood	173.0	\$0.00	173	173	173
Land area	12,020 sqft	\$2.87 / area	13,956 sqft	16,280 sqft	21,600 sqft
Year built	1941	0.752%	1936	1939	1950
Effective year built		0.000%	0	0	0
Building quality desc	5 - Very Good	See category adjustments below	5 - Very Good	5 - Very Good	5 - Very Good
Building condition desc	3 - Average	See category adjustments below	3 - Average	3 - Average	3 - Average
Finished area	2,561 sqft	\$244.34	3,425 sqft	4,672 sqft	4,794 sqft
Net adjustment (total)					
Adjusted sale price of comparables			\$299,800	\$273,400	\$437,620

4.2 Appraisal Review Automation (ValPal)

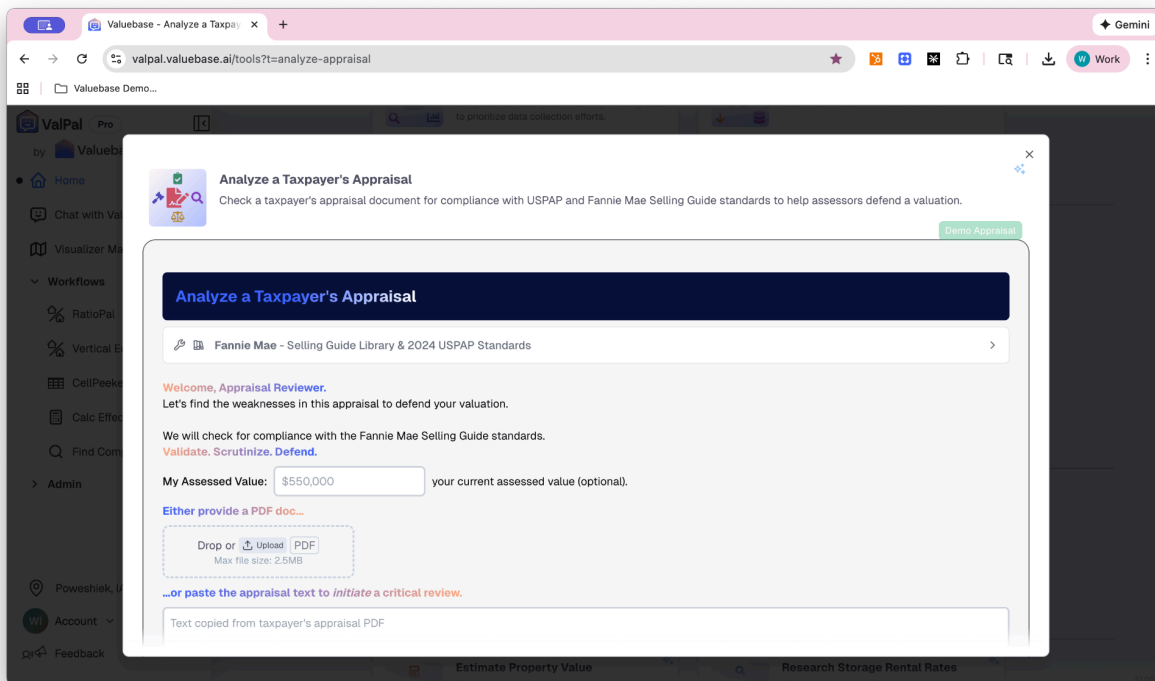
For appeals submitted with outside appraisals:

- Upload PDF
- System checks appraisal against:
 - USPAP standards
 - IAAO best practices

- Fannie Mae guidelines
- Flags red-flags, inconsistencies, and unsupported adjustments
- Produces a “GO / NO-GO” summary for assessor sign-off

Outcome:

Allows quick triage of appraisal-based appeals and reduces workload on legal.



4.3 Visualization

New Castle County needs a clear way to see where assessments are consistent, where they diverge, and where specific neighborhoods are driving appeals. Parcel-level visualization gives staff an immediate, map-based understanding of what's happening across the roll.

We can:

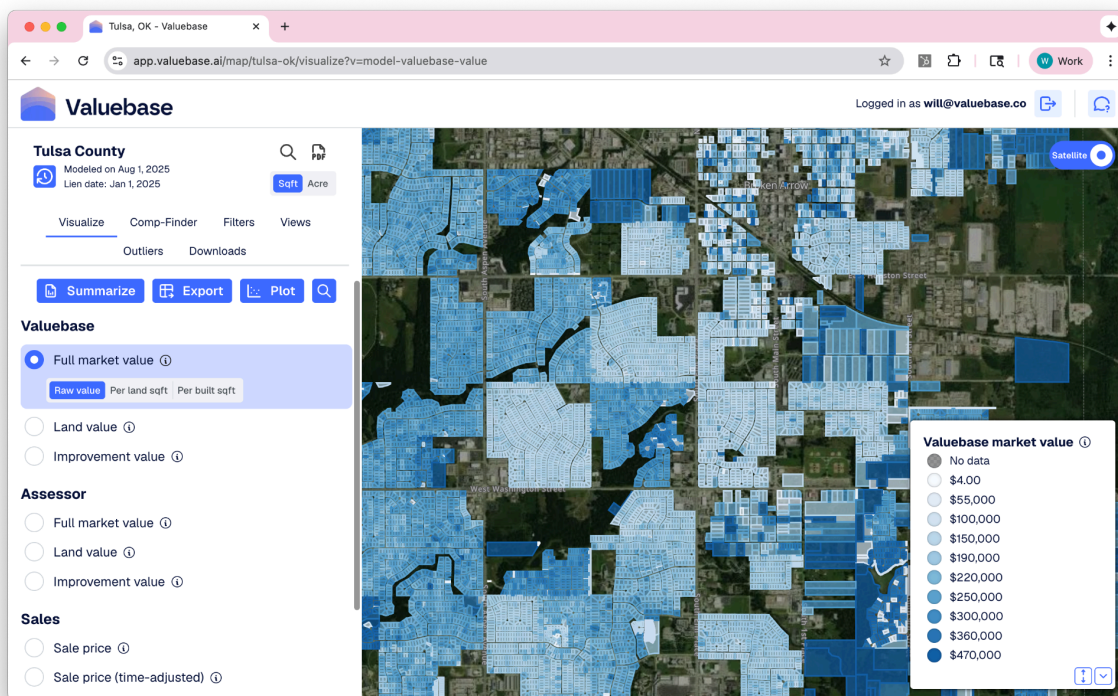
- **Visualize Ratio, and Equity Patterns**
Map assessment-to-sale ratios, and assessed values to show which areas align well and which require review.
- **Highlight Outlier Neighborhoods and Parcels**
Automatically surface clusters, where reassessment patterns fall outside expected ranges or correlate with heavy appeal activity.

- **Confirm Building Characteristics**

Display each parcel's building characteristics directly on the map, making it easy to spot inconsistencies between similar neighboring homes.

Outcome:

Provides New Castle County with a **clear, defensible, map** of assessment performance, essential in a politically charged environment and critical for restoring public trust.



4.4 Data Coverage Diagnostics + Cleanup

New Castle County is dealing with inconsistent characteristics (quality, condition, age), outdated records, and missing attributes issues that directly fuel appeals and public distrust and little visibility into data quality of the reassessment.

We can:

- **Assess Coverage of Key Fields**

Identify missing or inconsistent data for quality, condition, effective age, living area, and lot size.

- **Spot Geographic Gaps**

Flag neighborhoods, especially Wilmington, where data issues correlate with high appeal volume.

- **Produce a Prioritized Fix List**

Recommend the small set of data corrections that would meaningfully reduce appeals and improve equity.

- **Confirm Building Quality and Construction**

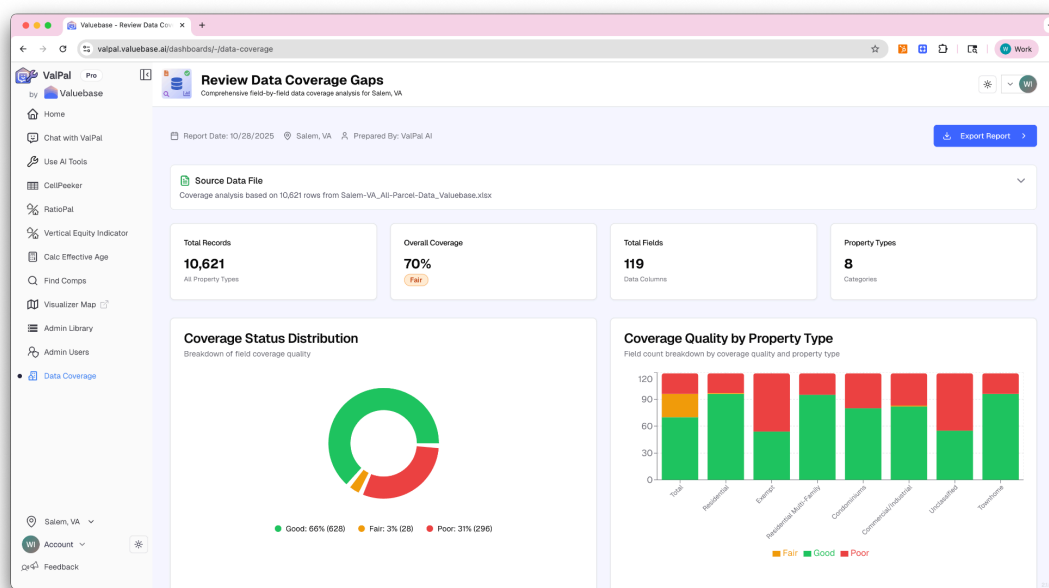
Use AI and imagery analysis to verify construction type and quality ratings that may be outdated or inconsistently applied.

- **Automated Sales Validation**

Detect non-market sales, \$10 deed transfers, multi-parcel transactions, and other invalid comparables before they distort analysis.

Outcome:

Clear visibility into **where data problems are driving appeals**, and a targeted plan to stabilize the roll before the next cycle.



5. Delivery Model

Phase 1: Quick Start

- Ingest data from county record systems (onsite)
- Deploy comp-generator + appraisal analyzer, data coverage and visualization
- Begin producing evidence packets for appeals
- Assessors remain fully in control of decisions

Timeline: **1 day onsite setup and ingestion, 1 week setup, 1:1 training with assessor staff.**

Phase 2: Ongoing Advisory, Data Quality Coverage, Support and Maintenance

- Continue visualization, data coverage and appeals support.
- Continue staff training.
- Prepare for 2026 cycle.

6. Pricing

The all-inclusive annual price is \$119,000, which covers setup, ingestion, maintenance, training, and unlimited support. For context, that's comparable to the cost of adding a single technical analyst or data specialist, giving the county much broader capacity without the hiring delays.

7. Next Steps

1. **Valuebase Delivers Proposal & Pricing (This Document)**
2. **County Reviews Proposal**
3. **Technical Access Setup (onsite)**
4. **Implementation Kickoff**
5. **Go-Live & Support**

8. Conclusion

New Castle County is navigating a once-in-a-generation reassessment under intense operational, political, and data-related pressure. With limited capacity, thousands of pending formal appeals, and public concern about equity, the county needs tools that improve speed *and* confidence in the underlying assessment roll.

Valuebase can immediately reduce workload, increase consistency, and accelerate appeal resolution through automated comp reports, appraisal review, and structured triage, while keeping assessors fully in control. Our parcel-level visualization and data coverage diagnostics provide the clarity and transparency needed to identify where assessments align, where they diverge, and where targeted data corrections will materially reduce future appeals.

By strengthening both **workflow efficiency and data quality**, Valuebase supports New Castle County in stabilizing the 2025 appeal cycle, improving public trust, and laying a strong foundation for the 2026 cycle and beyond.

ORDINANCE NO. 25-162

**AMEND THE FY2026 CAPITAL PROGRAM AND BUDGET:
APPROPRIATE \$15,000 IN DONATIONS RECEIVED FROM THE CLAYMONT LIONS CLUB
AND \$10,000 IN DONATIONS RECEIVED FROM WASTE MANAGEMENT AND REDUCE
BOND FUNDING BY \$25,000 IN THE DEPARTMENT OF PUBLIC WORKS, GENERAL
PARKLAND IMPROVEMENTS 2024-2025 CAPITAL PROJECT**

1 **WHEREAS**, Subchapter III, Chapter 13 of Title 9 of the *Delaware Code*, as amended,
2 authorizes the Department of Special Services now known as the Department of Public Works
3 to plan, supervise, and conduct a program of parks and park-related activities for all the parks
4 and greenways of the County, and in cooperation with the Department of Land Use to develop
5 plans for parks, recreation areas, and provide for the acquisition of land for the development of
6 parks and recreation facilities and the improvements and development of existing parks and
7 greenways, and the County Council of New Castle County has deemed it necessary to
8 implement such plans for development; and
9

10 **WHEREAS**, the Knollwood Park planned improvements include improving the existing
11 basketball court, adding a second multi-use court facility and minor site improvements including
12 site furnishings, fencing, landscaping and signage; and
13

14 **WHEREAS**, the total cost of the improvements are expected to be \$250,000 and New
15 Castle County has already been awarded a \$125,000 matching grant via Outdoor Recreation,
16 Parks and Trails Program grant from the State of Delaware appropriated by Ordinance 25-041
17 passed by Council April 22, 2025; and
18

19 **WHEREAS**, New Castle County has received donations in the amount of \$15,000 from
20 the Claymont Lions Club and \$10,000 from Waste Management towards the County's match
21 portion for the project; and
22

23 **WHEREAS**, New Castle County is appropriating \$25,000 in donations received to the
24 General Parkland Improvements 2024-2025 Capital Project while reducing previously
25 authorized bond funding by \$25,000; and
26

27 **WHEREAS**, New Castle County Code Section 14.01.006 authorizes the Chief
28 Administrative Officer to accept gifts received by the County in amounts of twenty-five thousand
29 dollars (\$25,000.00) or less; and
30

31 **WHEREAS**, County Council has determined that the purpose of the gift as stated is to
32 advance, and is reasonably and rationally related to, legitimate government interests (i.e.,
33 promoting the health, safety, morals, convenience, order, prosperity or welfare of the present
34 and future inhabitants of this County).
35

36 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
37

38 Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2025 is
39 hereby amended by deleting the material stricken and adding the material underscored on the
40 attached Exhibit "A."

41
42 Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2025 is
43 hereby amended by deleting the material stricken and adding the material underscored on the
44 attached Exhibit "B."

45
46 Section 3. Donations received in the amount of \$15,000 from the Claymont Lions Club
47 and \$10,000 from Waste Management are appropriated to the Department of Public Works,
48 General Parkland Improvements 2024-2025 Capital Project for Knollwood Park planned
49 improvements while reducing previously authorized bond funding by \$25,000.

50
51 Section 3. This Ordinance shall become effective immediately upon its adoption by
52 County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* §
53 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, if approved, will appropriate \$15,000 in funding received in donations from the Claymont Lions Club and \$10,000 in funding received in donations from Waste Management to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project while reducing previously authorized bond funding by \$25,000. Funds will be used for Knollwood Park planned improvements.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2026 Capital Program and Budget by appropriating \$15,000 in funding received in donations from the Claymont Lions Club and \$10,000 in funding received in donations from Waste Management to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project while reducing previously authorized bond funding by \$25,000.

The FY2026 total Capital Budget amount for the General Parkland Improvements 2024-2025 Capital Project will remain \$800,000 since this is a realignment of funding from Bonds to Donations.

The FY2026 New Castle County Capital Budget total will remain \$104,203,345 since this is a realignment of funding. There is no fiscal impact on the Operating Budget.

Acknowledged by the Chief Financial Officer November 20, 2025.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2026

25-162

DEPARTMENT OF ADMINISTRATION

Human Capital Management Platform	\$	600,000
Land Use Information System		1,200,000
Reassessment 2024		2,000,000
Sewer and Tax Billing Replacement		2,300,000
Network Infrastructure Rearchitect and Upgrade		1,150,000
Subtotal	\$	7,250,000

DEPARTMENT OF COMMUNITY SERVICES

Appoquinimink Library Maker Space HVAC	\$	200,000
Carousel Park Indoor Arena Footing		100,000
Glasgow Library		150,000
Newark Library		400,000
Surratte Pool Renovations 2026		100,000
Subtotal	\$	950,000

DEPARTMENT OF COUNTY EXECUTIVE

Executive GF Capital Contingency	\$	675,000
Subtotal	\$	675,000

DEPARTMENT OF PUBLIC SAFETY

800MgHZ Communications Equipment 2026-2027	\$	400,000
Communications Upgrade 2026-2027		250,000
Public Safety Building Renovations		300,000
Public Safety Equipment 2026		136,000
Public Safety Vest Protection Program 2026		302,448
Subtotal	\$	1,388,448

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Building Rehabilitation 2026-2027	\$	3,500,000
Fleet Equipment 2021		(49,929)
Fleet Equipment 2022		(103,797)
Fleet Equipment 2023		(48,900)
Fleet Equipment 2024		(1,700,000)
Fleet Equipment 2026		6,577,658
Garage Renovations		2,500,000
General Roof Renovations		(75,000)
HVAC Replacement		2,800,000
Security 2021		500,000
Vehicle Lift System		56,000
Subtotal	\$	13,956,032

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2026

25-162

DEPARTMENT OF PUBLIC WORKS (Continued)

Parks

Agricultural Preservation	\$ 1,000,000
Bechtel Park Improvements	750,000
Carousel Park	150,000
Game Court Improvements 2021	150,000
General Parkland Improvements PRE2021	(650,000)
General Parkland Improvements 2021	(1,000,000)
General Parkland Improvements 2024	800,000
Glasgow Regional Park	1,500,000
Middle Run Valley Reforestation	150,000
Open Space Preservation	1,500,000
Play Area Improvements 2026-2027	1,000,000
Rockwood Park	500,000
Southern Regional Park	1,000,000
Subtotal	\$ 6,850,000

Sewer/Stormwater

Airport Road System Rehabilitation	\$ 3,000,000
Asset Management	400,000
Christina River Force Main	22,000,000
Countywide Drainage Problems	850,000
DelDOT Coordination Project 2021	2,500,000
General Sewer Improvements	1,250,000
General Stormwater Improvements 2021	471,659
Manhole Rehabilitation	750,000
Market Street Rehab Bridge #9	(1,500,000)
Pump Station Rehab 2026-2027	1,500,000
Richardson Park Pump Station Upgrade	17,679,097
Sewer Fleet Equipment 2023	(22,233)
Sewer Fleet Equipment 2024	(600,000)
Sewer Fleet Equipment 2026	2,755,342
Sewer Repairs and Rehabilitation 2026-2027	4,200,000
Southern Sewer Service Area	6,500,000
Stoney Creek Basin Rehabilitation	600,000
Stormwater Basin Renovation II	2,500,000
Water Quality Improvement Plans	5,000,000
White Clay System Rehabilitation	3,300,000
Subtotal	\$ 73,133,865

CAPITAL BUDGET TOTAL

104,203,345 **\$ 104,203,345**

EXHIBIT B**PROJECT PROFILES
PUBLIC WORKS - PARKS (continued)**

Project Name (Number): General Parkland Improvements 2024-2025 (C302404)					
Description: Improvements in parks.			Council Districts: All		
Funding Schedule					
	Bonds	Federal	State	Other	Total
Prior Authorizations	\$ 1,500,000	\$ -	\$ -	\$ 2,200,000	\$ 3,700,000
FY2026	800,000	-	-		800,000
	<u>775,000</u>			<u>25,000</u>	<u>800,000</u>
FY2027	1,000,000	-	-	-	1,000,000
FY2028	800,000	-	-	-	800,000
FY2029	800,000	-	-	-	800,000
FY2030	800,000	-	-	-	800,000
FY2031	1,000,000	-	-	-	1,000,000
Future Years	800,000	-	-	-	800,000
Total	\$ 7,500,000	\$ -	\$ -	\$ 2,200,000	\$ 9,700,000
	<u>\$ 7,475,000</u>			<u>\$ 2,225,000</u>	<u>\$ 9,700,000</u>
Available Authorizations:		\$ 2,330,241			
Available Funding:		\$ 405,241			
Operating Budget Impact:		\$ 1,760		\$ 1,705	

*Available Authorizations / Funding as of February 28, 2025, net of obligations.

FY2026 Activity:

Small capital improvements including Wiggins Mill trail and parking area, Greenbank parking lot, contractual tree removal, Bonsall storm sewer repair, Carter Farm concept plan, Banning Park stream restoration. Knollwood Park planned improvements to include improving the existing basketball court, adding a second multi-use court facility and minor site improvements including site furnishings, fencing, landscaping and signage.

Future Activity:

Small capital improvements of neighborhood parks.

REVISED
Grant Matrix
1/13/26

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
Delaware Art Museum	\$2500/\$3000	Funds will be used to for an event for the local Devine Nine Chapters at the museum	Yes/Yes	No	Hollins
AIDS Delaware	\$5000/\$500	Funds will support their annual Do The Right Thing 4Life Banquet.	Yes/Yes	No	Williams-Johns
Marydale Retirement Village	\$1870.56 /\$1870.56	Funds will be used to purchase Emergency Fire Blankets for their residence.	Yes/Yes	No	Sheldon
Francois Foundation for Autism	\$400/\$400	Funds will be used for a sensory art and craft project.	Yes/Yes	No	Toole