

**MUNICIPALITY-WIDE DISCOUNT AMBULANCE SUBSCRIPTION  
SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into this 23<sup>rd</sup> day of May A.D.  
2023 by and between:

**MILLVILLE VOLUNTEER FIRE COMPANY INC.**, a corporation of the State of Delaware, located at 35554 Atlantic Avenue, Millville, DE 19967;

-AND-

**THE TOWN OF MILLVILLE**, a municipal corporation of the State of Delaware located at 36404 Club House Road, Millville DE 19967.

1. The Town of Millville (Municipality) and the Millville Volunteer Fire Company Inc., (MVFCI) are entering into an agreement to join the Municipality-wide Discount Ambulance Subscription Service for a period of three (3) years.
2. The term of this agreement shall commence on **May 1, 2023** and shall terminate on **April 30, 2026** unless the agreement is either:
  - I. Terminated by the provisions set forth below.
  - II. Extended by mutual written agreement of the parties.
3. The parties may terminate this agreement prior to the expiration date if any of the following occurs:
  - I. The parties mutually agree to do so in writing.
  - II. Alternate funding arrangements acceptable to the MVFCI and the Municipality are established, making this agreement unnecessary; the parties may not unreasonably withhold acceptance of alternate funding arrangements.
  - III. Either party fails to perform its obligations under this agreement and, within forty-five (45) days after receiving written notice to the address above does not cure such failure. Upon such party's failure to timely cure, the party claiming failure to perform may unilaterally terminate this agreement upon written notice to the address below.
4. The Municipality agrees per year, to assess, by a means approved by the Municipality, a voluntary fee of \$50.00 per improved property inside the Municipality boundaries, with properties improved by multiple units (such as condominiums, cooperatives, and shopping centers) being assessed the fee per occupied unit. The collected fees shall be remitted to the MVFCI on an annual basis by October 1<sup>st</sup>.



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The Municipality will be responsible for the collection of the \$50.00; however, the Municipality will compile a list of non-participants and forward to the designated representatives of the MVFCI for their records. The fees collected will be maintained in an account solely for said funds and will be utilized by the MVFCI solely for the delivery of ambulance services. In the event that a potential payer contests the applicability of the fee, the MVFCI shall review whether the fee is applicable and, if it believes so, shall, if requested by the Municipality, appear at a hearing in which the Municipality shall make a determination on the applicability.

5. Prior to the end of the second year of this agreement, the Municipality and the MVFCI shall negotiate regarding continued participation in the program and fee rate.

#### COVERAGE

1. The MVFCI agrees to furnish ambulance services, to the best of its ability and control, to the Municipality listed in this agreement. This agreement covers the property owner(s), occupant(s), renter(s) and visitor(s) of each improved property within the boundaries of the above listed Municipality.
2. In addition, this agreement covers on-site owners of businesses, lessees and employees of either during hours when the business is open to the public. This agreement does not cover patrons of any business unless specifically covered by another provision of this agreement.
3. The coverage period shall be from October 1 through September 30 yearly.
4. Insurance will be billed for services rendered, however any patient liability after insurance, will be forgiven for covered properties.

#### GENERAL PROVISIONS

1. The MVFCI is an independent entity and has no relationship to any Municipality except as set out herein. Further, the MVFCI shall not be deemed to be an agency of any governmental entity that is a party hereto, nor subject to the governance of any such governmental entity. No employee, agent, servant, contractor, or vendor of the MVFCI, while performing services on behalf of the MVFCI, shall be considered an employee, agent or servant of any Municipality.
2. MVFCI shall at all times comply with Delaware State Fire Prevention Regulations, 710 Ambulance Service Regulations.
3. The Municipality acknowledges that the MVFCI has the professional credentials to make day-to-day operational decisions regarding the ambulance service and that day-to-day operational decisions are not subject to approval by the Municipality.



4. The MVFCI shall carry insurance with such coverages and in such amounts as approved by the Delaware State Fire Prevention Commission.
5. The MVFCI will indemnify and hold the Municipality harmless from any claim whatsoever asserted against the Municipality as a result of any act or omission relating to furnishing services under this agreement. Furthermore, the MVFCI will name the Town of Millville as an additional insured on their insurance policies.
6. The MVFCI shall not discriminate against any persons regardless of sex, age, creed, color, religion, sexual orientation, national origin, or any other protected class under applicable law.
7. Any notice required to be given under this agreement shall be provided by regular and certified mail, return receipt requested, to the party's business address above.
8. While the MVFCI agrees to furnish ambulance services, to the best of its ability and control, this agreement does not guarantee the delivery of ambulance services by the MVFCI based on various factors affecting crew availability. If an ambulance service other than MVFCI furnishes ambulance service to a person covered under this agreement and that ambulance service bills the person, the bill may be forwarded to the MVFCI for it to make a good faith effort to resolve.

#### MVFCI RESPONSIBILITIES

1. MVFCI shall provide quarterly budget updates within forty-five (45) days of the end of each quarter to Municipality. The update shall show, among other things, (1) income, (2) expenses, (3) any projected changes in Municipality funding requirements and timing and (4) appropriate explanations of the adjustments.
2. MVFCI shall retain a certified public accountant ("CPA") to make recommendations on internal budgeting, accounting, reporting and auditing policies to keep the Service's operations separate from all other MVFCI emergency service operations. The fiscal year of the Service shall begin the 1<sup>st</sup> day of February of each calendar year. The MVFCI shall deliver a certified copy of said annual review to the Municipality within sixty (60) days of the end of the annual Financial Review.
3. MVFCI shall secure fidelity bonds for its treasurer and check signatories in an amount acceptable to Municipality. MVFCI must also show evidence of commercial crime insurance coverage.

IN WITNESS WHEREOF, the parties have placed their hands and seals hereunto as of the date first above written.

MILLVILLE VOLUNTEER FIRE COMPANY INC.

Adrian E. Ward Jr.  
Witness

By: [Signature]  
Authorized Signatory

TOWN OF MILLVILLE,  
A municipal corporation of the State of Delaware

Eileen Scerra  
Witness

By: [Signature]  
Authorized Signatory