
MUNICIPALITY-WIDE DISCOUNT AMBULANCE SUBSCRIPTION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of July A.D. 2026 by and between:

ROXANA VOLUNTEER FIRE COMPANY INC., a corporation of the State of Delaware, located at 35943 Zion Church Rd, Frankford, DE 19945;

-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 Roxana Volunteer Fire Company Inc., (RVFCI) 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 **July 14, 2026**, and shall terminate on **April 30, 2029** 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 RVFCI 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 RVFCI on an annual basis by October 1st.

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 RVFCI for their records. The fees collected will be maintained in an account solely for said funds and will be utilized by the RVFCI solely for the delivery of ambulance services. In the event that a potential payer contests the applicability of the fee, the RVFCI 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 RVFCI shall negotiate regarding continued participation in the program and fee rate.

COVERAGE

1. The RVFCI 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 for a total of three years.
4. Insurance will be billed for services rendered, however any patient liability after insurance, will be forgiven for covered properties.

GENERAL PROVISIONS

1. The RVFCI is an independent entity and has no relationship to any Municipality except as set out herein. Further, the RVFCI 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 RVFCI, while performing services on behalf of the RVFCI, shall be considered an employee, agent or servant of any Municipality.
2. RVFCI shall at all times comply with Delaware State Fire Prevention Regulations, 710 Ambulance Service Regulations.
3. The Municipality acknowledges that the RVFCI 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.

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4. The RVFCI shall carry insurance with such coverages and in such amounts as approved by the Delaware State Fire Prevention Commission.
 5. The RVFCI 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 RVFCI will name the Town of Millville as an additional insured on their insurance policies.
 6. The RVFCI 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 RVFCI 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 RVFCI based on various factors affecting crew availability. If an ambulance service other than RVFCI furnishes ambulance service to a person covered under this agreement and that ambulance service bills the person, the bill may be forwarded to the RVFCI for it to make a good faith effort to resolve.

RVFCI RESPONSIBILITIES

- I. RVFCI shall provide quarterly budget updates within forty-five (45) days of the end of each quarter to Municipality if requested. 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. RVFCI 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 RVFCI emergency service operations. The fiscal year of the Service shall begin the 1st day of April of each calendar year. The RVFCI 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. RVFCI treasurer and check signatories, as well as the board of directors will remain bonded during the time of this agreement. RVFCI will 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.

ROXANA VOLUNTEER FIRE COMPANY INC.

_____	By: _____
Witness	Authorized Signatory

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

_____	By: _____
Witness	Authorized Signatory