



# New Castle County Fire Chiefs' Association of Delaware

3601 N. DuPont Highway, New Castle, DE 19720

## MEMORANDUM OF UNDERSTANDING

Between

**NCC Volunteer Fire Chiefs Association, borrowing Fire Company and St. Francis  
EMS**

### 1. Parties

This Memorandum of Understanding ("MOU") is made and entered into by and between the New Castle County Volunteer Fire Chiefs Association (NCCVFCA) and NCC Fire Companies requesting the use of the loaner ambulance ("Borrowing Fire Company").

### Participation

**Participation shall be limited to member Fire Companies belonging to the NCCVFCA and is optional.**

- a. Any member of this association wishing to participate in this program must complete a Program Participation Agreement in full and must include the annual fee.
- b. The Annual Fee will be disclosed each year, for 2020 the fee is **\$300.00**.
- c. Yearly participation must be agreed upon for a 12 month period at the February meeting.

### 2. Responsibility of NCCVFCA

- a. Establish a fund to be kept at \$3000, but no less than \$500.
- b. The fees will be used to pay for the registration, insurance, and continued maintenance of the vehicle.
- c. Establish a committee to oversee the Ambulance.

### 3. Ownership of Ambulance

- a. Elsmere Fire Company will title/tag and insure the ambulance
- b. Elsmere Fire Company will be reimbursed by the NCCVFCA

### 4. Trinity Healthcare (St. Francis Hospital) support

- a. St. Francis Healthcare will
  - i. House the ambulance
  - ii. Perform minor mechanical upkeep (PM)
  - iii. Have First State Fleet Services perform major repairs, all invoices will be sent to and are the responsibility of the NCCVFCA.
  - iv. Manage the scheduling of the ambulance
    1. availability will be first come first serve
    2. preference will be given to single unit BLS companies
  - v. Will perform supply checks to ensure compliance with State Fire Commission Regulations

## 5. Responsibility of Borrowing Fire Company

- a. Complete Agreement, pay annual fee and provide proof of insurance.
- b. The unit shall be returned to this Association (St. Francis) in good, clean condition, with a FULL tank of fuel after use.
- c. The Borrowing Fire Company is expected to replace any expired disposable equipment while in their possession.
- d. The Borrowing Fire Company is responsible for notifying the State Fire Prevention Commission to place the unit in service, obtain any required permitting, and to schedule any inspection if needed.
- e. A full State Fire Prevention Commission Ambulance Checkout should be completed before return of the unit.
- f. Only operators maintaining a valid State issued driver's license and Delaware Emergency Vehicle Operator License shall operate this vehicle. These operators also MUST be covered by the vehicle insurance policy held by the Borrowing Fire Company. As a condition precedent to the transfer of possession of the ambulance to the Borrowing Fire Company, the Borrowing Fire Company shall provide Elsmere Fire Company proof of the following insurance coverage:
  1. General Liability. Such coverages with a minimum combined single limit of liability per occurrence for death or bodily injury and property damage of \$1,000,000.00 per person with a minimum combined limit of \$2,000,000.00 for any one incident, injury or occurrence.
  2. Automobile Liability Insurance. A minimum combined single limit of liability per incident of \$1,000,000.00 for death, bodily injury or property damage. This insurance must demonstrate coverage for owned, hired and non-owned vehicles.
  3. The Elsmere Fire Co., No.1, Inc. shall be named as an "Additional Insured" on all such coverages.
- g. Any deficiencies found upon return of the vehicle, shall be the responsibility of the Borrowing Fire Company returning the vehicle. (I.e. returned with obviously low oil)
- h. Any fees or costs associated shall be covered under the established fund.
- i. With any significant cost while in possession of the Borrowing Fire Company, a contribution toward the repair will be requested, but not required.
- j. Any repairs required found due to misuse, abuse, or negligence, shall be the full responsibility of the Borrowing Fire Company.
- k. Failure to cover the cost of these types of repairs may result in suspension from the program by the President, or upon an operational vote by the body of the Association.
- l. Any permanent suspension in participation of an Association member from the program based on repeated offenses shall be done only by an operational vote of the body of this Association.
- m. The Borrowing Fire Company shall sign an Indemnification Agreement provided by the Elsmere Fire Company prior to taking possession of the loaner ambulance.

**6. Execution and Termination**

a. This MOU shall be in effect for a 12 month period (Feb - Jan) and can be amended anytime a change in leadership is taken at the Fire Company Level.

\_\_\_\_\_  
Borrowing Fire Company  
Individual Having Authority  
Print - \_\_\_\_\_  
Station #: \_\_\_\_\_

\_\_\_\_\_  
NCCVFCA Loaner Ambulance  
Chair – Assoc. President  
Print - \_\_\_\_\_

\_\_\_\_\_  
St. Francis EMS representative  
Print - \_\_\_\_\_