

EMERGENCY MEDICAL SERVICES COST SHARING AGREEMENT

On this 27th day of February, 2025, the Borough of Downingtown, the Township of Caln, the Township of East Caln, the Township of West Bradford and the Township of East Brandywine, all of which are located in Chester County, Pennsylvania (the “Municipalities”) enter into this Emergency Medical Services Cost Sharing Agreement (the “Agreement”).

WHEREAS, Section 1502.18(2) of the First Class Township Code provides that the board of commissioners may appropriate funds towards ambulance and rescue and life-saving services; and

WHEREAS, Section 1553(a) of the Second Class Township Code provides a township shall be responsible for ensuring that fire and emergency medical services are provided within the township by the means and to the extent determined by the township, including the appropriate financial and administrative assistance for services; and

WHEREAS, Section 1202(56) of the Borough Code provides that a borough shall ensure that fire and emergency medical services are provided within the borough by the means and to the extent determined by the borough, including the appropriate financial and administrative assistance for these services; and

WHEREAS, Minquas Fire Company No. 2 (“Minquas”) is a fire company located within Downingtown Borough, which provides emergency medical services (“EMS Services”) to the Municipalities; and

WHEREAS, in exchange for these EMS Services and to better ensure these EMS Services continue, the Municipalities desire to agree to share the cost of Minquas’ 2025 operating budget, with each Municipality paying a percentage of Minquas’ upcoming yearly anticipated budget equal to the percentage of Minquas’ calls located within that municipality during the prior year (the “Call Percentage”); and

WHEREAS, Minquas anticipates making certain necessary capital expenditures in 2025 in order to continue to provide EMS Services to the Municipalities; and

WHEREAS, the Municipalities desire to agree to budget a proportionate share of Minquas’ 2025 capital expenditures, so when Minquas makes said capital expenditures, each Municipality is able to disburse to Minquas its proportionate share; and

WHEREAS, the Municipalities desire to share the cost of certain consulting services concerning the potential regionalization of EMS services in the future; and

WHEREAS, the Municipalities acknowledge that they have legal authority under the First Class Township Code, Second Class Township Code, and the Borough Code, to enter into this Agreement and appropriate funds for use by Minquas; and

WHEREAS, the Municipalities desire to memorialize this cost-sharing agreement in writing.

NOW THEREFORE, Caln Township, East Caln Township, West Bradford Township, East Brandywine Township, and Downingtown Borough agree to share the cost of Minquas Fire Company No. 2’s 2025 operating budget and capital expenditures in accordance with the following terms:

1. The Municipalities agree to share the cost of Minquas’ 2025 operating budget as set forth in the following table (the “Operating Budget Table”):

Municipality	% of Minquas Calls	Annual Total	Quarterly Total
Downingtown	22.14%	\$103,623.51	\$25,905.88
East Caln	16.71%	\$78,216.89	\$19,554.22
West Bradford	8.20%	\$38,387.30	\$9,596.82
East Brandywine	9.84%	\$46,042.57	\$11,510.64
Caln	43.10%	\$201,699.73	\$50,424.93
Totals	100%	\$467,970.00	\$116,992.50

2. Each Municipality hereby individually agrees to make payment to Minquas in accordance with their respective shares set forth in the Operating Budget Table, and furthermore agrees to make said payment to Minquas on a quarterly basis, with each payment being disbursed to Minquas no later than the end of each quarter of 2025.

3. The Municipalities agree to share the cost of Minquas’ 2025 capital expenditures (the “Capital Expenditures”) as set forth in the following table (the “Capital Expenditure Table”):

Municipality	% of Minquas Calls	Contribution Amount
Downingtown	22.14%	\$50,091.75

East Caln	16.71%	\$37,829.00
West Bradford	8.20%	\$18,552.50
East Brandywine	9.84%	\$22,263.00
Caln	43.10%	\$97,513.75
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Totals	100%	\$226,250.00

4. Each Municipality hereby individually agrees to budget the necessary funds to allow for payment to Minquas in accordance with their respective Call Percentage set forth in the Capital Expenditures Table. Each Municipality agrees to retain their respective share of the Capital Expenditures until such time as Minquas requires the funds for purchase or procurement of equipment, devices, or items needed for the provision of EMS Services. At such time, Minquas will provide an invoice to each Municipality in an amount equal to their respective Call Percentage of the cost of the purchased or procured equipment, device, or item. A Municipality must disburse the required funds to Minquas no later than thirty (30) days from receipt of the invoice.

5. In the event Minquas does not require or spend the total sum of the Capital Expenditures in 2025, each Municipality shall retain and preserve its remaining share of the Capital Expenditures, to be used for potential capital expenditures required by Minquas in 2026.

6. Each Municipality hereby agrees to hire ROBB Consulting, LLC (“ROBB”) to perform consulting services to the Municipalities, as more specifically set forth in the Proposal for Consulting Services attached hereto as Exhibit “A” (the “Proposal”). Each Municipality individually agrees to pay its share of those costs and fees owed to ROBB as defined in the Proposal, with each Municipality’s share being the same as those percentages contained in the tables in Paragraphs 1 and 3 of this Agreement.

7. This Agreement shall constitute a binding agreement upon each Municipality, which shall be enforceable by and against each Municipality. In the event any Municipality breaches any obligation under this Agreement, any other Municipality or Municipalities may provide written notice of said breach, giving the breaching Municipality no less than thirty (30) days to cure said breach. Where the breaching Municipality fails to cure the breach within the prescribed period of time contained within the written notice, any other Municipality may commence appropriate legal action in a court of jurisdiction within the Commonwealth of Pennsylvania to enforce the terms of this Agreement.

SIGNATURES IN WITNESS WHEREOF, authorized representatives of Downingtown Borough, East Caln Township, West Bradford Township, East Brandywine Township, and Caln Township, have executed this Memorandum of Understanding.

EAST CALN TOWNSHIP

[NAME]

[DATE]

WEST BRADFORD TOWNSHIP

[NAME]

[DATE]

EAST BRANDYWINE TOWNSHIP

[NAME]

[DATE]

CALN TOWNSHIP

Don Vymazal, Township Manager

DATE

[DATE]

DOWNINGTOWN BOROUGH

[NAME]

[DATE]