

FIRE, RESCUE, AND AMBULANCE SERVICES AGREEMENT 2023

THIS FIRE, RESCUE, AND AMBULANCE SERVICES AGREEMENT (this “Agreement”) made this 3rd day of **January, 2023**, by, between, and among the **TOWNSHIP OF KENNETT**, a Township of the Second Class, Chester County, Pennsylvania, hereinafter called the “Township,”; **LONGWOOD FIRE COMPANY**, Kennett Township, Chester County, Pennsylvania, hereinafter called “Longwood Fire”; and **KENNETT FIRE COMPANY**, Kennett Township, Chester County, Pennsylvania, hereinafter called “Kennett Fire”. Together, the Township, Longwood Fire and Kennett Fire are referred to as the “Parties”.

In consideration for the mutual promises contained herein, and intending to be legally bound, the Parties hereto agree as follows:

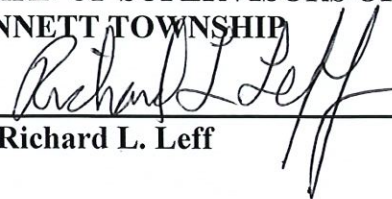
1. The Township hereby designates Longwood Fire as the primary fire, rescue, and emergency medical protection (collectively the “Services”) service provider to the residents of the Township and their property. Longwood Fire shall utilize Kennett Fire in the performance of the Services. The Services shall commence January 3, 2023. This Agreement will continue in full force and effect until a successor contract is in place, or until 60-day written notice of termination is given by any Party hereto.
2. Longwood Fire and Kennett Fire shall be paid for performing the Services through the Kennett Regional Fire and EMS Emergency Services Commission.
3. Notwithstanding anything to the contrary herein, Longwood Fire and Kennett Fire are independent contractors and shall not be deemed to be an agent, servant, or employee of the Township.
4. This Agreement contains the entire agreement between the Parties and may only be modified in writing by agreement of the Parties and shall be binding on the heirs, successors, and assigns of the parties hereto.
5. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its rules governing conflicts of laws. The Court of Common Pleas of Chester County has initial jurisdiction and venue to decide disputes that may arise concerning this Agreement.
6. The persons who have executed this Agreement have been duly authorized by their respective Party to contractually bind each Party and this Agreement shall not be interpreted against the drafter hereof.
7. There are no third-party beneficiaries created by or intended to be created by this Agreement.
8. This Agreement may not be assigned without the express written consent of the non-assigning Parties, which consent may be withheld for any reason or no reason at all.

Intending to be legally bound hereby, the Parties hereto attach their hands and seals on the date first above written.

ATTEST:


Eden R. Ratliff

**BOARD OF SUPERVISORS OF
KENNETT TOWNSHIP**

 (SEAL)
Dr. Richard L. Leff

Scudder G. Stevens

 (SEAL)
Geoffrey Gamble, Esq.

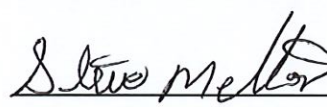

Secretary

LONGWOOD FIRE COMPANY

Albert J. McCarty Jr (SEAL)
ALBERT J MCCARTHY JR, Fire Chief

KENNETT FIRE COMPANY

Sherry Brownell

 (SEAL)
Steve Melton, Fire Chief

