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RESOLUTION NO. 12-01-04

A RESOLUTION APPROVING A FIRE PROTECTION AGREEMENT WITH THE CITY OF WEST FRANKFORT

WHEREAS, The City of Orient is an Illinois Municipal Corporation and is unable to provide its own fire protection; and

WHEREAS, the City of West Frankfort, Franklin County, Illinois, pursuant to the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) is authorized to contract with other public bodies to provide services to other public agencies, including fire protection; and

WHEREAS, the City Council has determined that an Agreement between the City of Orient and the City of West Frankfort whereby the City of West Frankfort will provide fire protection to the City of Orient for a fee to be paid to the City of West Frankfort is in the best interests of the City of West Frankfort;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Orient, Franklin County, Illinois, as follows:

1. The Mayor is hereby authorized and directed to execute an agreement on behalf of the City of Orient with the City of West Frankfort for the provision of fire protection and fire fighting services within the city limits of the City of Orient in the form attached hereto as Exhibit A (the "Agreement").
2. This Resolution shall be effective upon its passage, approval and publication in pamphlet form as provided by law.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORIENT THIS 20TH DAY OF DECEMBER, 2004.

APPROVED BY THE MAYOR OF THE CITY OF ORIENT THIS 20TH DAY OF DECEMBER, 2004.

BY: Arnold "Art" Ambos
Art Ambos, Mayor

Attest:
Monica L. Dorris
Monica Dorris, City Clerk

FIRE PROTECTION AGREEMENT

THIS AGREEMENT is made on December 20, 2004, between the City of Orient, Franklin County, Illinois ("Orient") and the City of West Frankfort, Franklin County, Illinois, an Illinois Municipal Corporation ("City").

WHEREAS, the City is an Illinois Municipal Corporation organized under the statutes of the State of Illinois; and

WHEREAS, Orient and the City desire to enter into a contract for the furnishing of fire fighting and fire prevention services within the city limits of the City of Orient, the contract to cover the period commencing upon execution of this Agreement, and ending December 31, 2006, and continuing for two-year terms thereafter unless notice of non-renewal is given;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. For the period beginning upon execution of this Agreement, and expiring on midnight, December 31, 2006, and then for two-year terms thereafter, unless notice of non-renewal is given by either party, the City shall furnish all fire fighting and fire prevention services, utilizing paid on call and regular firefighters employed by the City and fire fighting apparatus and equipment owned by the City, all as the fire chief of the City may determine, within the city limits of the City of Orient.

Article II. While this contract is in effect, Orient agrees to pay to the City as full payment for all services rendered as follows:

- A. Orient residents and owners (and/or occupiers) of real property in the City of Orient shall pay such sums for fire fighting and fire prevention services provided by the City of West Frankfort as are billed by the City of West Frankfort.
- B. Such charges shall be the amounts set by the City of West Frankfort.
- C. The City of Orient shall by ordinance set the charges described above commensurate with those established by the City of West Frankfort.
- D. The City of Orient shall assist the City of West Frankfort in collecting the said charges from the residents, real property owners and others whose property receives the charged service from the City of West Frankfort. (Including, but not limited to, the assignment of any rights or interests said City of Orient may incur or become vested with pursuant to this agreement or the providing of said City of West Frankfort of the fire services.)

Article III. The fire chief of the City of West Frankfort shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service in the territory of orient to be served by the City.

Article IV. The fire chief or other officers designated by the City of West Frankfort or the fire chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the fire fighting

and/or fire prevention activities and emergency operations, and all officers and/or fire fighters appointed by Orient shall be subject to the orders of the fire chief.

Article V. All fire fighting and fire prevention activities carried on under the provisions of these articles shall be in accordance with the regulations and ordinances of the City of West Frankfort.

Article VI. All expenses of maintaining equipment, apparatus, salaries, insurance premiums, and all other expenses connected with the services to be performed by the City of West Frankfort under this agreement are at the City of West Frankfort's expense.

Article VII. If either party desires not to renew this agreement at the expiration of the initial term or any subsequent two-year term, that party shall give the other party written notice of its desire not to renew no less than one year prior to the expiration of the initial term or any subsequent two-year term. Any said notice of non-renewal shall be personally delivered to either the West Frankfort City Clerk or the Orient City Clerk, as the case may be.

In witness of this agreement, the parties have executed these articles by their respective officers and have affixed their respective corporate seals.

These articles have been executed on behalf of the City pursuant to their adoption by a resolution of the City Council of the City on

January 11, 2005

These articles have been executed on behalf of Orient pursuant to their adoption by a resolution of the City Council of Orient on

January 11, 2005

City of West Frankfort, a
Municipal Corporation

BY: Bob Ellis
Bob Ellis, Mayor

ATTEST:

Catherine Dinn
Catherine Dinn, City Clerk

City of Orient, a Municipal Corporation

BY: Art Ambos
Art Ambos, Mayor

ATTEST:

Monica Dorris
Monica Dorris, City Clerk