

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF MT. VERNON, ILLINOIS AND THE JEFFERSON FIRE  
PROTECTION DISTRICT**

**WHEREAS**, the City of Mt. Vernon, Illinois (“City”) is an Illinois Home Rule Municipal Corporation, duly existing under the laws of the State of Illinois, and embodied as a Home Rule entity with certain rights and powers pursuant to the Illinois Constitution, Article VII, Section 6, and hereby makes an express declaration as to the use of its Home Rule Authority in the enacting and adopting of this Ordinance; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to enter into intergovernmental agreements and agree or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government pursuant to agreement; and

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220.5) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such agreement shall be authorized by the governing body of each party to the agreement; and

**WHEREAS**, the City of Mt. Vernon, Illinois is a municipality located in Jefferson County, Illinois which is governed by and operating pursuant to the Illinois Municipal Code (65 ILCS 5/1-2-1 et seq.); and

**WHEREAS**, the Jefferson Fire Protection District is a public fire protection district located in Jefferson County, Illinois which is governed by and operating pursuant to the Illinois Fire Protection District Act (70 ILCS 705/0.01 et seq.); and

ORDINANCE NO. 2026 - 20

**WHEREAS**, City and District are units of local government authorized to enter into an intergovernmental agreement pursuant to the foregoing constitutional and statutory authority; and

**WHEREAS**, City and District each operate fire departments within their adjoining jurisdictions; and

**WHEREAS**, District has recently received a federal grant to construct a training structure to be used to provide “hands-on” training of firefighters; and

**WHEREAS**, City is willing to provide a suitable location to District on which the training structure can be constructed and operated, and City is additionally willing to provide additional funding to assist District in the construction and development of the training structure; and

**WHEREAS**, City and District consider it to be in their mutual interest to enter into an intergovernmental agreement for the construction and development of the fire training facility to train the firefighters of City and District on a shared use basis, as well as firefighters from other fire departments in Jefferson County and surrounding areas; and

**WHEREAS**, in furtherance of the above objectives, City and District have prepared an Intergovernmental Agreement setting forth the rights and obligations of City and District a true and accurate copy of which Agreement is attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, ILLINOIS AS FOLLOWS:**

**Section 1:** The above recitals are hereby adopted herein as express findings of legislative fact, intent, and discretion of the City of Mt. Vernon, Illinois.

**Section 2:** The Agreement attached hereto as Exhibit A is hereby approved by the City of Mt. Vernon.

**Section 3:** The City Manager is authorized and directed to execute the Agreement attached hereto as Exhibit A on behalf of the City, and the City is authorized to expend any funds contemplated under the Agreement required to carry out the spirit and intent of the Agreement, and to execute any and all such other documents as may be required.

ORDINANCE NO. 2026 - 20

**Section 4:** This Ordinance is hereby declared to be an exercise of the City's home rule authority pursuant to Illinois law.

**Section 5:** This Ordinance shall be in full force and effect from and after its passage by the City Council and approved in the matter provided by law.

PASSED by the City Council of the City of Mt. Vernon, Illinois on the 15<sup>th</sup> day of June, 2026.

*Rebecca Barbour*

City Clerk – Rebecca Barbour

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT
Gliosci	X				
Moore	X				
Tate	X				
Young	X				
Lewis	X				

APPROVED by the Mayor of the City of Mt. Vernon, Illinois on the 2<sup>ND</sup> day of June, 2026

APPROVED: *John C. Lewis*  
Mayor - John Lewis

ATTEST: *Rebecca Barbour*  
City Clerk – Rebecca Barbour

(SEAL)

## **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into by and between the City of Mt. Vernon, Illinois (hereinafter referred to as "City") and the Jefferson Fire Protection District (hereinafter referred to as "District") as of the date it is duly and fully executed by the authorized officers of each of the parties in accordance with the law applicable to each party, as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to enter into intergovernmental agreements and agree or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government pursuant to agreement; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220.5) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such agreement shall be authorized by the governing body of each party to the agreement; and

WHEREAS, the City of Mt. Vernon, Illinois is a municipality located in Jefferson County, Illinois which is governed by and operating pursuant to the Illinois Municipal Code (65 ILCS 5/1-2-1 et seq.); and

WHEREAS, the Jefferson Fire Protection District is a public fire protection district located in Jefferson County, Illinois which is governed by and operating pursuant to the Illinois Fire Protection District Act (70 ILCS 705/0.01 et seq.); and

WHEREAS, City and District are units of local government authorized to enter into an intergovernmental agreement pursuant to the foregoing constitutional and statutory authority; and

WHEREAS, City and District each operate fire departments within their adjoining jurisdictions; and

WHEREAS, District has recently received a federal grant to construct a training structure to be used to provide "hands-on" training of firefighters; and

WHEREAS, City is willing to provide a suitable location to District on which the training structure can be constructed and operated, and City is additionally willing to provide additional funding to assist District in the construction and development of the training structure;

WHEREAS, City and District consider it to be in their mutual interest to enter into an intergovernmental agreement for the construction and development of the fire training facility to train the firefighters of City and District on a shared use basis, as well as firefighters from other fire departments in Jefferson County and surrounding areas;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. **Incorporation of Recitals and Findings.** Each of the Recitals and Findings set forth in the preamble to this Agreement are expressly incorporated herein and made a part of this Agreement.

Section 2. **Structure Location.** It is agreed that City will provide a suitable location for the construction and operation of the fire training structure on a site which has been mutually agreed upon by the parties. City will have the site surveyed, and, if necessary, platted and properly zoned as may be required for the operation of the fire training structure utilizing live fire training. City further agrees to construct the entrance to the site to provide ingress and

egress for the site and to install water service to the site. It is agreed that legal title to the real estate comprising the site for the training facility will be conveyed by City to District and that title to the real property, including the training structure will be in District.

Section 3. **Structure Funding.** It is agreed that District will utilize the federal grant funding it is receiving through Rural Development (USDA) to purchase and construct the fire training structure. City agrees that it will contribute \$250,000.00 toward the purchase and construction of the fire training structure.

Section 4. **Cost of Operation.** District and City agree to share equally the cost of operating the fire training facility including utilities, maintenance, repairs, and insurance (liability and property).

Section 5. **Operation.** District will be responsible for the operation of the fire training facility in consultation with City. Scheduling of use of the facility will be administered by District with priority being given to use of the facility by City's fire department and District's fire department. Use of the facility by other fire departments will be scheduled by District based upon use by the fire departments of City and District having priority in scheduling. Rules regarding the use of the training facility will be developed by District in consultation with City. Such rules will include who may use the facility; requirements for use of the facility; types of training using the facility; safety and training protocols in connection with the use of the facility; and all other aspects regarding the use of the facility. It is agreed that all users of the facility must provide proof of worker's compensation and public liability insurance along with liability waivers.

Section 6. **Use Fees.** Fees for the use of the facility by fire departments other than City and District may be assessed to users of the facility by District to defray the expense of maintaining and operating the facility. To the extent that fees collected exceed expenses

incurred by District, District will share such excess equally with City. District will provide City with an accounting of fees collected and expenses incurred at least annually. It is agreed that a reasonable amount from such fees may be set aside for longer term repair and rehabilitation expense which will be necessitated to assure that the fire training structure meets industry and governmental standards for such structures. By mutual agreement, a reserve from any excess revenues over current expenses can be established to fund the anticipated rehabilitation expenses referenced in Section 7, below.

Section 7. **Rehabilitation Expense**. It is recognized by the parties that live fire training in the fire training structure will inevitably lead to the need to substantially rehabilitate the fire training structure in the future, particularly with respect to the interior of the structure where live fire training occurs. In order for the structure to maintain its utility for fire training, the parties agree that any such rehabilitation expenses which exceed any reserves maintained by the District from the excess usage fees will be shared equally by the parties.

Section 8. **Termination**. It is agreed that the term of this Intergovernmental Agreement is indefinite, however, City may, upon twelve (12) months written notice to District, terminate its participation and responsibilities under this Agreement with District. Upon termination, City will, in writing, relinquish all interest in the fire training facility which it may have or claim to have under this Intergovernmental Agreement and in that case City's use of the structure will forthwith be upon the same terms as other fire departments which are not parties to this Agreement. Should District determine to terminate its participation in this Agreement, it may do so upon twelve (12) months written notice to City of its termination of the Agreement. In such event District will convey all its right, title, and interest in the fire training facility, including the real property upon which the structure will be located to City and, thereafter, District's use of the structure will be on the same term as other fire departments

which are not party to this Agreement. The parties agree that in the event of termination by either of the parties, they will cooperate in taking any actions necessary or convenient to carry out the terms of this Agreement for termination.

Section 9. **Notices**. All notices hereunder shall be in writing and shall be served by personal delivery to the Mt. Vernon City Clerk, if the City, or to the Secretary of the Board of Trustees, if to the District, or by certified mail to the parties at such addresses and to such representatives of the parties as designated by each from time to time by the parties and communicated in writing to the other party.

Section 10. **Authorization**. Each of the parties agrees to adopt such enabling ordinances or resolutions as may be required by the governing authorities of each of the parties in order to effectuate this Intergovernmental Agreement or to carry out its terms and provisions.

Section 11. **General Terms**. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto, provided, however, that this Agreement may not be assigned by a party without prior written consent of the parties hereto. This Agreement shall be governed by and construed under the laws of the State of Illinois. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

[Signatures appear on the following page]

COUNTY OF MT. VERNON, ILLINOIS

JEFFERSON FIRE PROTECTION DISTRICT

By:   
Mayor

By: \_\_\_\_\_  
President

Attest:   
City Clerk

Attest: \_\_\_\_\_  
Secretary

Date: 6/2/2026

Date: \_\_\_\_\_