

**VILLAGE OF VERNON HILLS
RESOLUTION 2026-002**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF VERNON HILLS AND HAWTHORN SCHOOL DISTRICT
73 FOR EMERGENCY USE OF THE VILLAGE PUBLIC WORKS FACILITY**

WHEREAS, the Village of Vernon Hills (the "Village") is an Illinois home rule municipal corporation; and

WHEREAS, Hawthorn School District 73 (the "District") operates public school facilities that may require evacuation of students and staff in the event of a natural or man-made emergency; and

WHEREAS, the Village owns and operates a Public Works Facility located at 490 Greenleaf Drive, Vernon Hills, Illinois (the "Public Works Facility"); and

WHEREAS, the Village and the District desire to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to allow the District to utilize the Public Works Facility for temporary emergency sheltering purposes; and

WHEREAS, the Village Board of Trustees finds that entering into the Intergovernmental Agreement is in the best interests of the Village and its residents.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: RECITALS: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board of Trustees.

SECTION 2: EXECUTION OF AGREEMENT: The Village Board of Trustees hereby authorize and approve the Village President to execute an Intergovernmental Agreement with Hawthorn School District 73 for emergency use of the Village Public Works Facility, substantially in the form attached hereto as Exhibit A.

SECTION 3: EFFECTIVE DATE: This Resolution shall be in full force and effect from its passage and approval.

Dated the 13th day of January 2026.

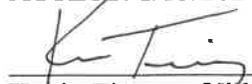
Adopted by roll call vote as follows:

AYES: 5 – Marquardt, Forster, Takaoka, Lundeen, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Oppenheim, Schenk

PASSED: 1/13/2026
APPROVED: 1/13/2026
ATTEST: 1/13/2026


Kevin Timony, Village Clerk




Thom Koch, Jr., Village President

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS
AND HAWTHORN SCHOOL DISTRICT 73 FOR EMERGENCY USE OF THE VILLAGE
PUBLIC WORKS FACILITY**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS
AND HAWTHORN SCHOOL DISTRICT 73 FOR USE OF VERNON HILLS PUBLIC WORKS
FACILITY IN THE EVENT OF AN EMERGENCY**

THIS AGREEMENT is entered into this 13th day of January, 2026 (hereinafter referred to as the “Effective Date”), by and between the **Village of Vernon Hills** , an Illinois home rule municipal corporation (hereinafter referred to as “Village”) and **Hawthorn School District 73** (hereinafter referred to as “District”); collectively, the Parties and individually, a “Party.”

WHEREAS , both Parties recognize that natural or man-made emergency occurrences may result in a situation where the District must evacuate students and staff and that the Village’s facility located at **490 Greenleaf Dr, Vernon Hills (“Public Works Facility”)** is adequate to provide shelter and assistance to students and staff evacuated during emergency situations when the students and staff have a need to be sheltered;

WHEREAS , it is in the best interests of both the Village and the District to enter into this Agreement;

NOW, THEREFORE , in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1. Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2. Emergency Use of the Public Works Facility

In the event of a natural or man-made emergency occurrence that impacts the habitability of the District’s facilities and necessitates the evacuation of students and staff, the Village agrees to allow the District the use of its Public Works Facility to provide shelter and assistance to students and staff evacuated during emergency situations when the students and staff have a need to be sheltered. The Village may continue to use its Public Works Facility during the evacuation period.

Section 3. Obligations of the Village

The Village shall be responsible for opening the building and developing procedures for making the building accessible, including restrooms and an area with phone and internet connection (if available) for District administrative personnel.

Section 4. Obligations of the District

A. The District shall make every effort to notify the Village of Vernon Hills Public Works of evacuation possibilities with as much notice as possible. The Parties shall coordinate respective contact information.

B. The District shall provide supervision for all students and staff during the time that the facility is used as an emergency shelter site.

C. The District agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse the Village for any items, materials, equipment, or supplies that may be used by the District in the conduct of its sheltering activities in said facilities.

D. The District shall be responsible for replacing, restoring, or repairing damage occasioned by the use of any building, facilities, or equipment belonging to the Village.

E. The District shall reimburse the Village for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of receipts or time sheets, except for the Village's operational or administrative fees.

F. The District shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to the Village shall be directed to the Hawthorn School District's Public Information Officer or the Superintendent of Schools.

G. The District shall make every effort to recognize the hospitality of the Village in any press or media releases pertaining to the re-location and sheltering of students and staff.

Section 5. Waiver; Release; Indemnity

The District agrees to indemnify, defend, and hold harmless the Village, its officers, agents and employees, for any and all claims, demands, liabilities, damages, injury, causes of action, suits in law or in equity, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, arising either directly or indirectly from this Agreement. Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 6. Employment Status and Compensation / Relation of the Parties

While operating on the premises of the Public Works Facility, the District employees shall remain employees of the District for all purposes, including workers' compensation insurance and postings, salary, benefits, and appropriate equipment. The District shall maintain sufficient workers compensation and employers liability insurance which covers its own employees operating in and around the Public Works Facility. In the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between the Village and the District.

Section 7. Insurance

Each Party shall maintain liability insurance coverage with minimum limits of **\$1 million** which covers their respective operations on the Public Works Facility premises and their obligations undertaken pursuant to this Agreement. Each Party shall provide a certificate of insurance stating the aforementioned coverage upon request.

Section 8. Term

This Agreement shall be effective for five (5) years commencing on the date of full execution of this Agreement and terminating on the last day before the fifth annual anniversary of the Effective Date, unless otherwise terminated as provided herein. Either Party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other Party.

Section 9. No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 10. Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 11. Governing Law.

The Parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 12. Severability.

The purposes of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other Party.

Section 13. Notices.

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Vernon Hills: Village of Vernon Hills
Attn: Village Administrator
290 Evergreen Drive
Vernon Hills, IL 60061

To Hawthorn School District 73:

Section 14. Authorized Representatives

The officers of Hawthorn School District 73 executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of the District. The officers of the Village of Vernon Hills hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Vernon Hills.

Section 15. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

Section 16. Execution

This Agreement may be executed in counterparts or duplicate originals or with separate signature pages, each of which shall constitute and be deemed one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF VERNON HILLS

By: Thomas Koelbe
Its: PRESIDENT
Dated: 9/15/2026

Attest: K. Tring
Village Clerk

HAWTHORN SCHOOL DISTRICT 73

By: Peter Hungen
Its: Superintendent
Dated: December 12, 2025