

Letter Agreement  
Between the Village of Orland Park, Cook and Will Counties, Illinois  
And  
Orland School District 135, Cook County, Illinois  
Providing for Use of Indoor Facilities as Outlined Below

This Agreement is made and entered into this \_\_\_\_ day of February, 2014, between the Village of Orland Park, Cook and Will Counties, Illinois, a home rule municipal corporation, hereinafter referred to as the "Village" and Orland School District 135, Cook County, Illinois, an Illinois school district, hereinafter referred to as the "School District." This Agreement will expire on August 15, 2019.

All indoor School District facilities are scheduled by the School District for use by the Village for its programs as well as the programs of other organizations. The School District will give the Village priority when scheduling programs between the hours of 6:30 p.m. and 10:00 p.m. Monday through Friday and on weekends.

The School District assures the Village that the Village shall be provided adequate indoor school facilities for the following Village programs:

- Summer Day Camp. The Village will reimburse the District for the actual incremental addition to District utility costs attributable to the Village's use of the School District's indoor facilities for the Summer Day Camp. Day Camp will typically run from mid-June until the second week of August (June 16- August 8, 2014 for example). The Day Camp Staff will require access to set-up for camp three (3) business days prior to the start of camp. An evening parent meeting will also be held on site the Thursday evening prior to start of camp. Camp typically require the following facility space: one (1) gymnasium, one (1) art room, one (1) multipurpose room, one (1) additional space for office use and outdoor space.
- Said utility costs referenced above shall be waived during such time that the Outdoor Field Agreement between the Village and the School District is in effect.

The School District has previously provided these facilities at the Liberty School, however the parties may from time to time agree upon substitute facilities.

For the purpose of scheduling Village programs, a designated representative from the Village and School District shall meet no later than January 15<sup>th</sup> to determine the schedule and location for the use of indoor facilities for summer Day Camp.

- Special Olympics Chargers Basketball  
The Special Recreation basketball program will typically run from mid-November to early March (November 12, 2013 to March 4, 2014 for example). No games will be played on holidays such as Thanksgiving or Christmas (November 26<sup>th</sup>, December 24<sup>th</sup>, and December 31<sup>st</sup> 2013 for example). Orland Junior High and

Park School have been used in the past to serve Chargers Basketball program. The program requires two (2) facilities that offer full court gym accessibility during this time frame.

Special Recreation will also be hosting two (2) special Olympic basketball events during the basketball season at one location on a weeknight. For example:

1. **Village People Game: Tuesday, February 4<sup>th</sup>, 2013 Orland Junior High at 6:30-9pm**
  - a. 2 gyms at OJH
  - b. 1 Cafeteria for serving
  - c. Wireless Microphone
2. **Family Game: Tuesday, February 25<sup>th</sup>, 2013 Orland Junior High at 6:30-9pm**
  - a. 2 gyms at OJH
  - b. 1 Cafeteria for serving
  - c. Wireless Microphone

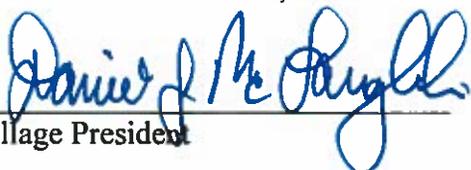
It is understood that the School District shall have no supervisory responsibilities for the above-referenced Village programs.

For all Village-run programs involving the use of School District indoor facilities, the Village will provide appropriate supervision for all participants and spectators for safety purposes and to protect School District property from misuse. The supervisors will be trained and required to follow AED emergency procedures.

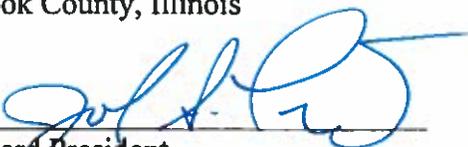
The Village will not assign, transfer, rent or sublease any of the School District facilities.

The Village shall indemnify, defend and hold harmless the School District from any claim against the School District for property damage or personal injury or death or any other claims, demands or actions arising out of any alleged wrongful act or omission on the part of the Village in connection with the performance of the Village's duties and obligations under this Agreement. The Village shall provide the School District with a Certificate of Insurance evidencing the Village's insurance coverage with respect to claims for wrongful death, personal injury and/or property damage and naming the School District as an additional insured for the duration of the above-referenced Village programs.

Village of Orland Park  
Cook and Will Counties, Illinois

  
Village President

Orland School District 135  
Cook County, Illinois

  
Board President

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Secretary, Board of Education