

**CROSSING GUARD SERVICES AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND
ANDY FRAIN SERVICES, INC**

THIS AGREEMENT entered into as a contract for Crossing Guard Services, by and between Andy Frain Services, an Illinois corporation with its principal office at 761 Shoreline Drive, Aurora, IL, 60504 (“Andy Frain”), and the Village of Oak Park, 123 Madison St., Oak Park, IL (“the Village.”)

WITNESSETH:

WHEREAS, Andy Frain is in the business of supplying contract Crossing Guard personnel and is willing to provide the services set-forth in this Agreement; and

WHEREAS, the Village, desires Andy Frain to furnish uniformed Crossing Guard personnel for the purpose of performing support services designated from time to time as set-forth in the Appendices:

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES

A. Crossing Guard Personnel. Andy Frain shall furnish the Village with a sufficient number of Andy Frain’s employees (“service personnel”) to perform Crossing Guard services at such locations and in such numbers as are designated by the Village, in attached appendix A. The Village will provide Andy Frain with the school calendar for Oak Park Elementary School District No. 97 (District 97”) as well as any Oak Park parochial schools to be serviced by Andy Frain, including holidays, in service days and any other days when children will not be present at school.

Andy Frain will perform the services only on regularly scheduled school days when children are expected to attend, i.e, not on institute days or teacher in service days. The Village will notify Andy Frain at least 24 hours in advance of any days or times other than the regular school day when crossing guard services are needed

B. Customer Service.

Andy Frain will provide a non-billable account manager that will be available for response on a twenty-four hour per day basis.

C. Training

Andy Frain will insure that service personnel have the necessary training to provide for the safe movement of school children. Andy Frain will provide staff who are properly trained in traffic control, pedestrian safety and emergency

response and first aid, and are knowledgeable of state and local traffic rules, regulations, and ordinances.

D. Customization.

Andy Frain will provide an experienced corporation trainer that will customize the services to the Village's reasonable requirements.

2. TERM

This Agreement shall be effective as of 07/29/2010, provided however, that subject to Section 1 above, Andy Frain shall begin providing the crossing guard services on August 24, 2010, or such later date as is the first day of the regularly scheduled school year for Oak Park Elementary School District No. 97, and shall complete the crossing guard services on June 3, 2011, or such other date as is the last day of the regularly scheduled school year.

3. NON-APPROPRIATION

This agreement shall be null and void in any subsequent contract year if the Board of Trustees of the Village of Oak Park fails to appropriate sufficient funds in its annual budget for the purpose of the agreement for that subsequent year.

4. FEES

(a) Rates.

Andy Frain will charge \$17.98 per hour for the services, which rate includes all charges for uniforms, equipment, materials and training necessary to perform the services.

(b) Invoices.

Andy Frain shall provide the Village with a monthly invoice for the services performed under this agreement as identified in the Appendix A. Invoices should be sent to the Chief of Police, Village of Oak Park, 123 Madison St., Oak Park, IL 60302.

Andy Frain will provide the Village with a detailed monthly invoice which demonstrates the number of employees and hours worked during the month and the locations at which services were provided. Andy Frain shall bill the Village in 1/2 hour increments.

The Village will review and approve the invoices and pay all undisputed portions of invoices within 30 days of approval as provided in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.

5. PERSONNEL

(a) Independent Contractor

All Service Personnel shall be the employees of Andy Frain and shall not under any circumstances be deemed to be employees of the Village. Andy Frain shall exercise complete control over its employees and shall pay all wages and all

applicable taxes. The Village may, if desired, direct the manner in which the crossing guard services are performed by making a complaint or requested change in procedure to Andy Frain's local manager. Additionally, the Village reserves the right to require that Andy Frain no longer utilize a particular employee to provide it crossing guard services, in which case Andy Frain shall provide a suitable replacement employee.

(b) Training and Qualifications.

All Support Personnel utilized by Andy Frain under this Agreement shall be trained by Andy Frain using Andy Frain's approved materials /instructions, shall be fully equipped and competent to perform their duties in a safe, courteous and workmanlike manner and will comply with all applicable regulations. All personnel shall meet the physical performance standards of the Village. Support Personnel shall be equipped with Andy Frain's uniforms.

(c) Supervision.

Andy Frain shall at all times be responsible for the direct supervision of its employees through the Manager / Supervisor responsible for this location. Each Supervisor shall, in turn, report and confer with the designed agent of Village at each location with respect to the Services performed under this Agreement. Such reporting and conferring shall be as frequently as mutually agreed by the parties hereto from time to time.

(d) Background Checks.

Andy Frain warrants and agrees that it has performed and will continue to perform background checks in accordance with Andy Frain's Standard Crossing Guard Program, as in effect from time to time. Original background checks will include fingerprint based criminal history, including a check of the Statewide Sex Offender Database and will be conducted, to the extent allowable by law, to include, at a minimum, reference and prior employment histories necessary to verify representations made by each employee / applicant relating to employment in the preceding five years, and as required by Andy Frain's hiring criteria in effect from time to time. No individual shall be employed, or continue to be employed, by Andy Frain to provide crossing guard services to Oak Park Elementary School District No. 97 students unless such individual meets the standards of employability set forth under Section 10-21.9 of the Illinois *School Code*, 105 ILCS 5/10-21.9.

(e) Employment of Village of Oak Park Bargaining Unit Members.

Andy Frain agrees to interview current Village of Oak Park crossing guards represented by American Federation of State, County and Municipal Employees, District Council 31 who have indicated their desire to be considered for employment with Andy Frain. Those current Village of Oak Park bargaining unit employees interested in being considered for employment by Andy Frain will provide a written statement to Andy Frain by the date Andy Frain specifies and

will be subject to the background checks identified in subparagraph (d) above, as well as all other Andy Frain personnel selection practices and standards.

6. INSURANCE

(a) At all times during the term of this Agreement, Andy Frain, with respect to the operations and services contemplated in this Agreement, shall maintain at its own cost and expense Comprehensive General Liability Insurance for an amount of not less than \$1,000,000 combined single limit on an occurrence basis for bodily injury and property damage. This insurance shall include contractual liability and shall be in such form as reasonably required by Village. Additionally, Andy Frain shall maintain \$9,000,000 excess / umbrella coverage. Andy Frain agrees to name the Village and the Board of Education of Oak Park Elementary School District No. 97, and their respective elected officials, employees and agents, as additional insureds on the Commercial General Liability and excess/umbrella coverage policies

(b) Andy Frain agrees to maintain Workers' Compensation Insurance for statutory limits and Employer's Liability Insurance in the amount of \$500,000 to cover its employees. Andy Frain shall be solely and fully responsible for the payment of all Workers' Compensation benefits for its employees.

(c) Andy Frain shall obtain the insurance required by this Agreement from a financially sound insurance company of recognized responsibility and shall furnish the Village and the Board of Education of Oak Park Elementary School District No. 97 with a certificate of insurance evidencing such coverage prior to commencing its services under this Agreement. Such insurance policies shall be considered primary, without contribution from any insurance which is carried by the Village and/or the Board of Education of Oak Park Elementary School District No. 97. All insurance policies shall provide that the insurance shall not be invalidated by any action or inaction of Andy Frain, that Andy Frain agrees to waive all rights of subrogation against the Village and the Board of Education of Oak Park Elementary School District No. 97 and that insurance shall continue in full force and effect for at least thirty (30) days after the Village receives written notice of cancellation, termination or material alteration.

7. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by law, Andy Frain shall indemnify, defend and hold harmless the Village of Oak Park, the Board of Education of Oak Park Elementary School District No. 97 and their respective elected officials, employees and agents (the indemnified parties) from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, which in any way arise out of or result from any act(s) or omission(s) by Andy Frain (or anyone directly employed by Andy Frain or anyone for whose act(s) or omission(s) Andy Frain may be liable) in the performance or nonperformance of services under this Agreement, or any breach thereof, including but not limited to:

a) Death of or injury to any person or persons;

- b) False arrest, detention, imprisonment, searches or malicious prosecution;
- c) Libel, slander and/or defamation of character;
- d) Violation of the right or privacy;
- e) The damage or destruction of property not in the care, custody and control of the Andy Frain;

however, nothing contained in this section shall be construed as an indemnity by Andy Frain against any loss, liability or claim (i) caused solely by the acts or omissions of any of the indemnified parties, or (ii) resulting from the unlawful or negligent actions of third parties outside the immediate service area, unless caused by the gross negligence or misconduct of Andy Frain, its directors, officers, employees or agents.

8. SUSPENSION OF SERVICES.

In the event that any regularly scheduled school day is cancelled, by reason of strike, labor dispute, picketing, acts of God, or other cause beyond the control of the Village, then those portions of this Agreement for services at the affected location(s) and for payment therefore shall, upon twenty-four (24) hours notice, or less, in the case of an unforeseen emergency, from Village to Andy Frain, be suspended for the duration of such halted or decreased operations, provided however that if the regular school day is cancelled due to snow or severe weather, the Village will notify Andy Frain as soon as the cancellation is announced and those portions of this Agreement for services at the affected location(s) and for payment therefore shall be suspended for the duration of such cancelled operations.

9. DEFAULT.

A. Each party may terminate this Agreement immediately if any of the following events shall occur: **(1)** default by the other party in the performance of the terms and conditions thereunder, which default continues for five (5) days or more after written notice from the other party; **(2)** if at any time during the term of the Agreement there shall be filed by such party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such party's property; **(3)** if such party makes an assignment for the benefit of creditors; or **(4)** if such party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

10. NOTICES.

All notices with respect to this Agreement shall be deemed sufficient if deposited with the United States mail, certified or registered, with adequate postage affixed and properly addressed to the respective addresses stated above, or as such addresses may be amended by written notice so mailed.

11. COMPLIANCE WITH LAWS.

(a) Andy Frain shall comply with all applicable laws, rules and regulations, including compliance with all federal, state, county and local Civil or Human Rights laws, ordinances rules or regulations, which govern the services provided for in this Agreement. Andy Frain shall obtain all licenses and permits which may be required by any governmental authority for the performance of the contracted services and shall pay all fees and charges therefore.

(b) In any matter relating to the Andy Frain's provision of services under this agreement to handicapped individuals, Andy Frain's employees shall comply with any and all state and federal regulations.

12. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. ASSIGNMENT AND SUBCONTRACTING.

This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party provided, however, that so long as a party is not in default thereunder, that party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. Performance of the services contemplated under this Agreement shall not be sub-contracted, in whole or in part, without the prior written consent of the Village.

14. MISCELLANEOUS.

Andy Frain shall comply with all applicable rules and regulations set-forth by the State of Illinois and all ordinances of the Village of Oak Park, IL.

15. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements, if any, between the parties related to its subject matter. This Agreement may be amended only by written instrument duly executed by both parties.

16. ANDY FRAIN EMPLOYEES.

During the term of this agreement and for a period of 12 months following the end of this agreement, the Village may not hire any Andy Frain employees directly, without the prior consent of Andy Frain Services, provided however, that this provision shall not apply to any Andy Frain employees who are currently employed by the Village of Oak Park and are described in Section 5(e).

ANDY FRAIN SERVICES

VILLAGE OF OAK PARK

By _____

By: _____

Printed Name

Thomas W. Barwin
Village Manager

Title

APPENDIX A

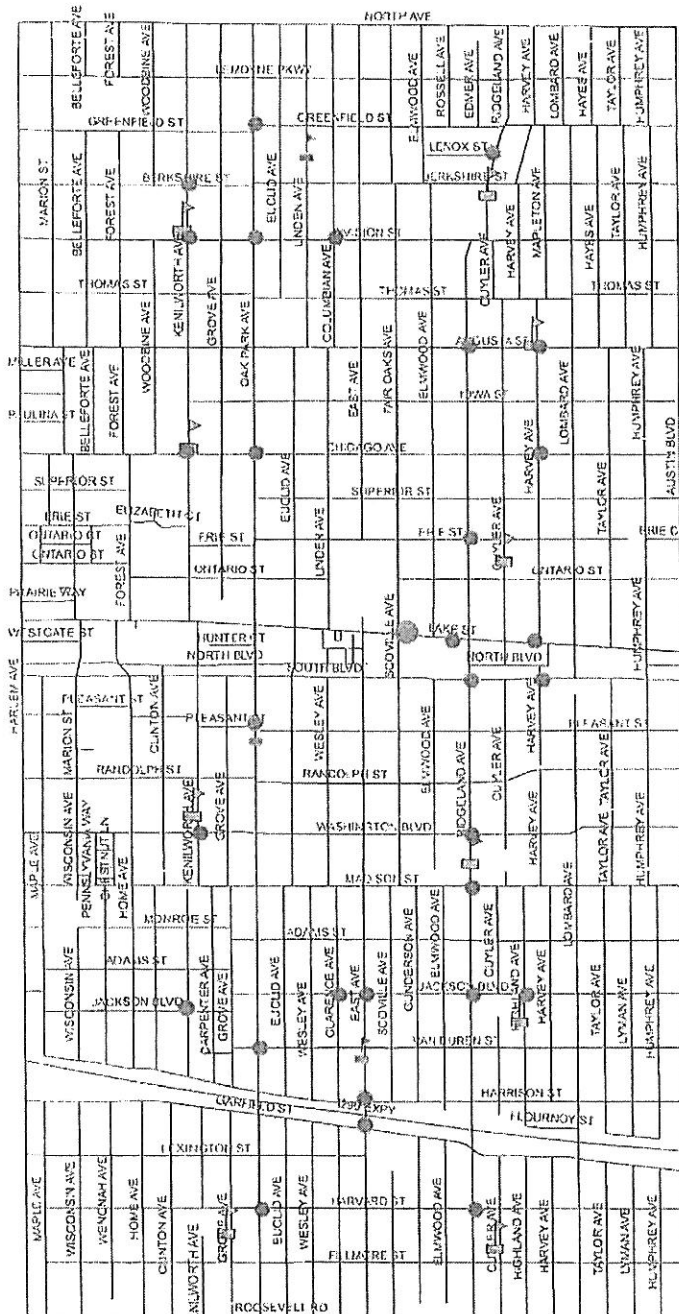
SCHOOL CROSSING NORTH SIDE

CORNER:	DUTY HOURS:	
1. RIDGELAND & LENOX	M/T/TH/F 0730-0815 1445-1530	WED ONLY 0730-0815 1345-1430
2. DIVISION & KENILWORTH	0730-0815 1445-1530	0730 -0815 1345 -1430
3. BERKSHIRE & KENILWORTH	0730-0815 1445-1530	0730-0815 1345-1430
4. OAK PARK & GREENFIELD	0730-0815 1445-1530	0730-0815 1345-1430
5. OAK PARK & DIVISION	0730-0815 1445-1530	0730-0815 1345-1430
6. RIDGELAND & AUGUSTA	0730-0815 1445-1530	0730-0815 1345-1430
7. AUGUSTA & HARVEY	0730-0815 1445-1530	0730-0815 1345-1430
8. CHICAGO & HARVEY	0730-0815 1445-1530	0730-0815 1345-1430
9. OAK PARK & CHICAGO	0730-0815 1445-1530	0730-0815 1345-1430
10. KENILWORTH & CHICAGO	0730-0815 1445-1530	0730-0815 1345-1430
11. RIDGE LAND & ERIE	0730-0815 1445-1530	0730-0815 1345-1430
12. LAKE & HARVEY	0730-0815 1445-1530	0730-0815 1345-1430
13. RIDGELAND & LAKE	0730-0815 1445-1600	0730-0815 1345-1600

SCHOOL CROSSING SOUTH SIDE

CORNER:	DUTY HOURS:	
1. SOUTH BLVD & RIDGELAND	M/T/TH/F 0730-0900 1445-1600	WED ONLY 0730-0900 1345-1600
2. SOUTH BLVD & HARVEY	0730-0815 1445-1530	0730-0815 1345-1430
3. RIDGELAND & WASHINGTON	0815-0900 1515-1600	
4. RIDGELAND & MADISON	0730-0900 1445-1600	0730-0900 1345-1600
5. RIDGELAND & JACKSON	0730-0900 1445-1600	0730-0900 1345-1600
6. KENILWORTH & WASHINGTON	0815-0900 1515-1600	
7. JACKSON & HIGHLAND	0730-0815 1445-1530	0730-0815 1345-1430
8. RIDGELAND & HARVARD	0730-0815 1445-1530	0730-0815 1345-1430
9. OAK PARK & HARVARD	0730-0815 1445-1530	0730-0815 1345-1430

Village of Oak Park



Dist 97 Public Schools and 3 Catholic Schools Crossing Guards

- crossing_guards_052009
- OPRFHS - handled by police officer

Catholic Schools

- 1034 Linden Ave, St Giles
- 200 S Oak Park Ave, St. Edmunds
- 601 Van Buren St, Ascension
- 1000 N Ridgeland Ave, Hatch
- 1111 S Grove Ave, Lincoln
- 1125 S Cuyler Ave, Irving
- 230 N Cuyler Ave, Beye
- 325 S Kenilworth Ave, Brooks MS
- 416 S Ridgeland Ave, Julian
- 508 N Kenilworth Ave, Holmes
- 715 N Harvey Ave, Whittier
- 715 S Highland Ave, Longfellow
- 921 N Kenilworth Ave, Mann

