



...the educational prism through which students realize meaning and purpose in their lives...

TO: Dr. Al Roberts, Superintendent

FROM: Trish Carlson; Therese O'Neill

RE: Crossing Guards

DATE: July 13, 2010

Attached you will find a DRAFT Intergovernmental Agreement between the Village of Oak Park and District 97 regarding the responsibilities and costs of the crossing guards for the 2010-2011 school year. Peter Traczyk, Therese O'Neill, Trish Carlson, Dr. Collins and our legal representative, Cindi DeCola met several times with representatives of the Village to discuss this issue and this draft agreement is a result of those meetings.

Attachments: Draft Intergovernmental Agreement



DRAFT #1 FOR DISTRICT'S REVIEW

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT NO. 97 AND THE
VILLAGE OF OAK PARK REGARDING THE
PROVISION OF CROSSING GUARD SERVICES**

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the Board of Education of Oak Park Elementary School District No. 97 (hereinafter "District 97") and the Village of Oak Park (hereinafter "the Village") (hereinafter collectively referred to as "Party" or "Parties") signatories hereto:

WITNESSETH

WHEREAS, the Village presently provides crossing guard services for students attending elementary schools located within the Village of Oak Park;

WHEREAS, District 97 and the Village are of the belief that crossing guard services may be more efficiently and effectively administered by collaborating and implementing a new model for providing crossing guard services;

WHEREAS, District 97 and the Village wish to use the 2010-2011 school year to continue to explore the feasibility of a new school oriented model for providing reliable and efficient crossing guard services for the 2011-2012 school year and beyond;

WHEREAS, in recognition of the benefit it derives from the Village's provision of crossing guard services, District 97 agrees to ~~reimburse~~contribute toward the ~~Village~~ for the direct Village's cost of ~~crossing guard~~furnishing such services ~~for~~ the 2010-2011 school year; and

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WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Intergovernmental Cooperation Act, Chapter 5, Article 220 of the Illinois Compiled Statutes, authorize joint exercise by two or more local governments of any power common to them.

NOW, THEREFORE, for and in consideration of the promises, the mutual advantages to be derived therefore and in consideration of the mutual covenants herein contained, it is agreed by and between District 97 and the Village, as follows:

1. The Village shall provide crossing guard services for the 2010-2011 school year at the agreed upon times and locations set forth in Attachment #1 attached hereto and made a part hereof.

2. The Village shall pay all direct, overhead and support costs associated with the provision of crossing guard services throughout school year 2010-2011.

3. ~~District 97 shall reimburse the Village for all direct costs associated with the provision of~~ The Village shall assume full responsibility for ensuring that, the individuals who serve as crossing guards are properly trained in traffic control and pedestrian safety, have all necessary emergency and first aid certification, are knowledgeable of state and local traffic and parking rules, regulations, ordinances etc., and are properly screened and required to submit to a fingerprint-based criminal background investigation, including a check of the Statewide Sex Offender Database.

4. District 97 shall contribute to the Village's cost of providing crossing guard services for the 2010-2011 school year, which reimbursement is projected contribution shall not to exceed \$168,000.00. Payments by District 97 to the Village shall

be made quarterly in equal amounts of \$42,000 each on ~~August~~September 15, 2010, ~~October~~December 15, 2010, ~~January 15, 2011 and~~ March 15, 2011 and June 15, 2011.

~~4. All projected costs shall be documented, reviewed and approved by the Parties hereto prior to the end of the 2010-2011 school year and shall result in a final adjustment of payments between the Parties, based upon such documented, reviewed and approved actual costs, no later than June 30, 2011.~~

~~5.5. All actual costs incurred by the Village for the provision of crossing guard services to the students of District 97 shall be documented by the Village and reviewed and approved by the Parties hereto prior to June 30, 2011. In the event the Village's actual costs of providing crossing guard services for District 97 students for the 2010-2011 school year is less than \$168,000, the Village shall refund District 97's excess contributions (i.e., \$168,000 – actual costs of providing crossing guard services for District 97 students = "excess contributions") based upon such documented, reviewed and approved actual costs. Any refund of excess contributions shall be paid by the Village to the District on or before July 15, 2011.~~

~~6. The Village shall timely provide District 97 such information as may be requested by District 97 concerning the payment of all costs associated with the provision of crossing guard services under this Intergovernmental Cooperation Agreement.~~

~~67. The Village and District 97 shall use their best efforts to resolve any disputes arising with respect to this Intergovernmental Cooperation Agreement by negotiation.~~

~~78. The breach of any of the partiesParties hereto of the terms or provisions of this Intergovernmental Cooperation Agreement shall allow the partiesParties to pursue~~

any or all the rights and remedies available by law or as provided herein, including, without limitation, by civil action to compel performance, or enjoin breach, of all duties required by law or by this Intergovernmental Cooperation Agreement. No changes, amendments, additions or alteration of any kind shall be made hereto, unless in writing ~~as~~ and authorized by all the ~~parties~~Parties to this Intergovernmental Cooperation Agreement. The terms and provisions of this Intergovernmental Cooperation Agreement shall be binding and inure to the benefit of the ~~parties~~Parties hereto, constituting the entire agreement of the ~~parties~~Parties hereto.

89. Each Party hereto shall maintain commercial general liability insurance in the minimum amount of at least \$2,000,000 per occurrence, and in the aggregate. Each Party shall name the other Party, its individual board members, employees and agents as additional insureds on the commercial general liability insurance required hereunder. Upon execution of this Intergovernmental Cooperation Agreement, each Party shall tender to the other a certificate of insurance, in a form and substance reasonably acceptable, evidencing the insurance required under this Section.

10. In the event the Village seeks to enter into any contract according to which a third party would provide the crossing guard services which are the subject of this Intergovernmental Cooperation Agreement, then, at least twenty (20) business days prior to the Board of Trustees for the Village taking any action to approve such contract, the District shall have the right to review, and propose modifications to, the terms and conditions of such proposed contract between the Village and any third party vendor.

11. Along with an executed original or counterpart of this Intergovernmental Cooperation Agreement, each ~~party~~Party shall deliver to the other a certified copy of a

suitable ordinance or resolution authorizing and directing the execution of this Intergovernmental Cooperation Agreement.

~~9~~12. The term of this Intergovernmental Cooperation Agreement shall be the 2010-2011 school year. It shall be binding on the ~~parties and their~~Parties and any respective successors. It may not be assigned.

~~10~~13. This Intergovernmental Cooperation Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

~~11~~14. The Intergovernmental Cooperation Agreement and the corresponding crossing guard services will be reviewed by District 97 and the Village in ~~March~~January 2011 to inform planning for the 2011-2012 school year crossing guard services plan.

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below.

~~VILLAGE OF RIVER FOREST~~
~~BOARD OF EDUCATION~~
~~OF OAK PARK ELEMENTARY SCHOOL~~
~~DISTRICT NO. 97~~

By: _____
Peter J. Traczyk
~~Village Board~~ President

ATTEST:

Board Secretary

DATE: _____

VILLAGE OF OAK PARK

By: _____
David G. Pope

Village President

ATTEST:

Teresa Powell
Village Clerk

DATE: _____

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