

**RESOLUTION
OF
THE BOARD OF EDUCATION
OF OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97,
COOK COUNTY, ILLINOIS
AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT
WITH THE VILLAGE OF OAK PARK
REGARDING THE PROVISION OF CROSSING GUARD SERVICES**

WHEREAS, the Village of Oak Park ("Village") has for some time provided crossing guard services to ensure the safety of students who walk to one of the school buildings operated by the Board of Education of Oak Park Elementary School District No. 97 ("Board of Education"); and

WHEREAS, after reviewing and assessing the provision of crossing guard services, the Board of Education and the Village determined the community could be better served if the crossing guard services were delivered in a more efficient and effective manner; and

WHEREAS, in recognition of the benefits it receives from the Village's provision of crossing guard services, the Board of Education has determined it is in the best interests of the Board, its students, and the community in the whole, to collaborate with the Village concerning the provision of crossing guard services for the 2010-2011 school year; and

WHEREAS, the Board of Education and the Village are mutually desirous of entering into an understanding concerning the provision of crossing guard services, during the 2010-2011 school year, to those students who walk to one of the schools operated by the Board of Education; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the 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; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Oak Park Elementary School District No. 97, Cook County, Illinois, as follows:

- Section 1:** The Board of Education hereby determines that it is in the best interests of the Board and its students to contribute toward the cost of crossing guard services in accordance with the terms and conditions set forth in the 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 attached hereto as Exhibit 1.
- Section 2:** The Board President is hereby authorized to sign such documents on behalf of the Board as are necessary to execute the 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.
- Section 3:** This Resolution shall be in full force and effect forthwith upon its passage.

Section 4: All Resolutions contrary to or in conflict with this Resolution are hereby repealed to the extent of such conflict.

ADOPTED this ____ day of _____, 2010, in the following roll call vote:

Ayes:

Nays:

Absent:

**BOARD OF EDUCATION OF
OAK PARK ELEMENTARY SCHOOL
DISTRICT NO. 97
COOK COUNTY, ILLINOIS**

By: _____
Its: **President**

ATTEST:

By: _____
Its: **Secretary**

EXHIBIT 1

**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 contribute toward the Village's cost of furnishing such services for the 2010-2011 school year; and

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. The Village shall assume full responsibility for ensuring that the individuals who serve as crossing guards are properly trained in traffic control, pedestrian safety, necessary emergency response and first aid, 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. For the 2010-2011 school year, District 97's contribution shall not exceed \$168,000. Payments by District 97 to the Village shall be made quarterly in equal amounts of \$42,000 each on September 15, 2010, December 15, 2010, March 15, 2011 and June 15, 2011.

The Village shall undertake the responsibility of organizing, supervising and managing the crossing guard services provided hereunder. Costs related to this responsibility shall be paid solely by the Village and shall not be contributed to by District 97. These costs include the responsibility of administering any contract according to which a third party provides the crossing guard services which are the subject of this Intergovernmental Agreement, including, but not limited to, any legal fees related to said contract and or any time spent by Village staff

implementing, monitoring or enforcing the terms of that contract. These costs shall be referred to as the "Village's sole responsibility."

5. All costs incurred by the Village for the provision of crossing guard services to the students of District 97, except for those costs which are the Village's sole responsibility, 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 costs of providing crossing guard services for District 97 students for the 2010-2011 school year, excluding those costs which are the Village's sole responsibility, are less than \$168,000, the Village shall refund District 97's excess contributions (*i.e.*, \$168,000 – all costs of providing crossing guard services for District 97 students, excluding those costs which are the Village's sole responsibility = "excess contributions") based upon such documented, reviewed and approved costs, excluding those costs which are the Village's sole responsibility. 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 with 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, excluding costs which are the Village's sole responsibility.

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

8. The breach of any of the Parties hereto of the terms or provisions of this Intergovernmental Cooperation Agreement shall allow the Parties 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 and authorized by all the 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 hereto, constituting the entire agreement of the Parties hereto.

9. District 97 shall maintain commercial general liability insurance in the minimum amount of at least \$2,000,000 per occurrence, and in the aggregate. The Village is self-insured with regard to commercial general liability up to \$2,000,000 per occurrence and in the aggregate and shall carry, in addition to a self insured retention of \$2,000,000, excess liability coverage of \$5,000,000 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 and excess insurance required hereunder. In the event the Village contracts with a third-party to provide crossing guard services, the third party shall maintain commercial liability insurance in the minimum amount of at least \$1,000,000 per occurrence and in the aggregate and shall additionally maintain \$9,000,000 in excess/umbrella coverage and shall name both the Village of Oak Park and District 97 as additional insureds on the commercial liability and excess/umbrella 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. The failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by any Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion.

12. Along with an executed original or counterpart of this Intergovernmental Cooperation Agreement, each 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.

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

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

15. The Intergovernmental Cooperation Agreement and the corresponding crossing guard services will be reviewed by District 97 and the Village in 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.

**BOARD OF EDUCATION
OF OAK PARK ELEMENTARY SCHOOL
DISTRICT NO. 97**

By: _____
Peter J. Traczyk
Board President

ATTEST:

Board Secretary

DATE: _____

VILLAGE OF OAK PARK

By: _____
David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

DATE: _____

APPENDIX A

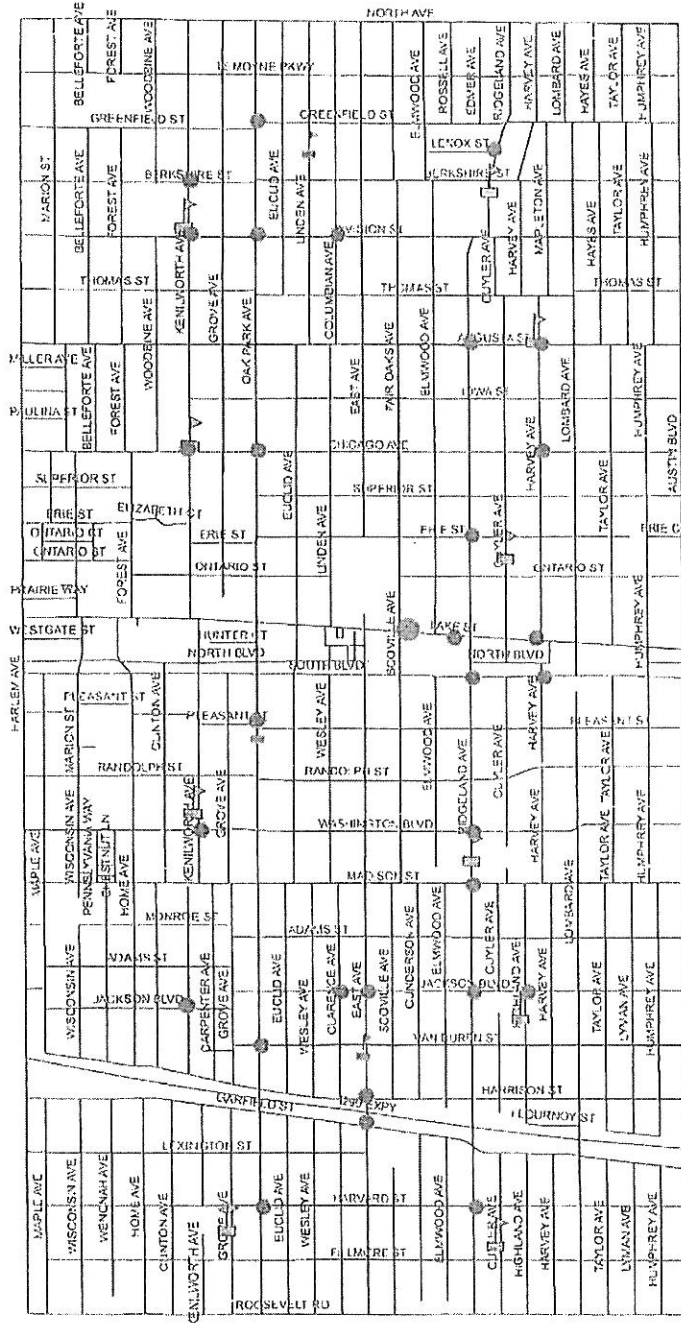
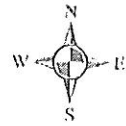
SCHOOL CROSSING NORTH SIDE

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 Gies
- 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