

**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 is entered into on August____, 2011 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.")

WITNESSETH

WHEREAS, the Village presently administers a contract for crossing guard services with Andy Frain Services for students attending elementary schools located within the Village of Oak Park; and

WHEREAS, in recognition of the benefits it derives from the crossing guard services and the Village's administration of the crossing guard services agreement with Andy Frain, District 97 agrees to reimburse the Village for its direct cost in furnishing such services for the 2011-2012 school year.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Village and District 97 agree as follows:

1. The Village shall provide crossing guard services for the 2011-2012 school year at the agreed upon times and locations set forth in Appendix A attached hereto and made a part hereof in accordance with a service agreement between the Village and Andy Frain.
2. District 97 shall contribute to the Village's cost of providing crossing guard services for the 2011-2012 school year in an amount not to exceed \$175,000. District 97 shall make quarterly payments in equal amounts of \$43,750 each on September 15, 2011, December 15, 2011, March 15, 2012 and June 15, 2012.

3. The Village shall assume full responsibility for selecting a vendor who will provide crossing guards that 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. For the 2011-12 school year, the parties agree that Andy Frain is an acceptable vendor who meets these screening requirements.

4. The Village shall undertake the responsibility of organizing, supervising and managing the crossing guard services provided by Andy Frain and shall pay the costs associated therewith. These costs include the responsibility of administering the Andy Frain contract and 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." District 97 shall not be required to contribute to these costs. If the Andy Frain contract is terminated for any reason, District 97 will have the right to review and propose modifications to any replacement contract before approval of that contract by the Oak Park Board of Trustees.

5.. The Village shall do a final accounting of the total amount due prior to the June 30, 2012 termination of this agreement based on the Andy Frain invoices. The Village shall provide District 97 with a final accounting and supporting documentation. In the event the Village's costs of providing crossing guard services for District 97 students for the 2011-2012 school year, excluding those costs which are the Village's sole responsibility, are less than \$175,000 for the 2011-2012 school year, the Village shall refund District 97's excess contributions. Any refund of excess contributions shall be paid by the Village to the District on or before July 31, 2012.

6. The Village shall timely provide District 97 with all requested information 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 that may arise with respect to this Intergovernmental Cooperation Agreement by negotiation, provided however that either party has the right to pursue available remedies in a court of law.

8. No changes, amendments, additions or alteration of any kind shall be made to this Agreement, unless in writing, authorized and signed by the Parties. 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 with respect to the services provided in this agreement. The Village shall require that Andy Frain 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. 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.

11. 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.

12. The term of this Intergovernmental Cooperation Agreement shall be the 2011 – 2012 school year, provided however that the provisions concerning payment and accounting shall survive until final accounting and payment has been made.

13. The parties will review this Intergovernmental Cooperation Agreement and the corresponding crossing guard services agreement in January 2012 for the purposes of planning for crossing guard services in the 2012-2013 school year.

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

IN WITNESS WHEREOF, the parties have set their signatures on the respective dates set forth below.

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

By: _____
Peter Barber
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:	
	M/T/TH/F	WED ONLY
1. RIDGELAND & LENOX	0730-0815 1445-1530	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

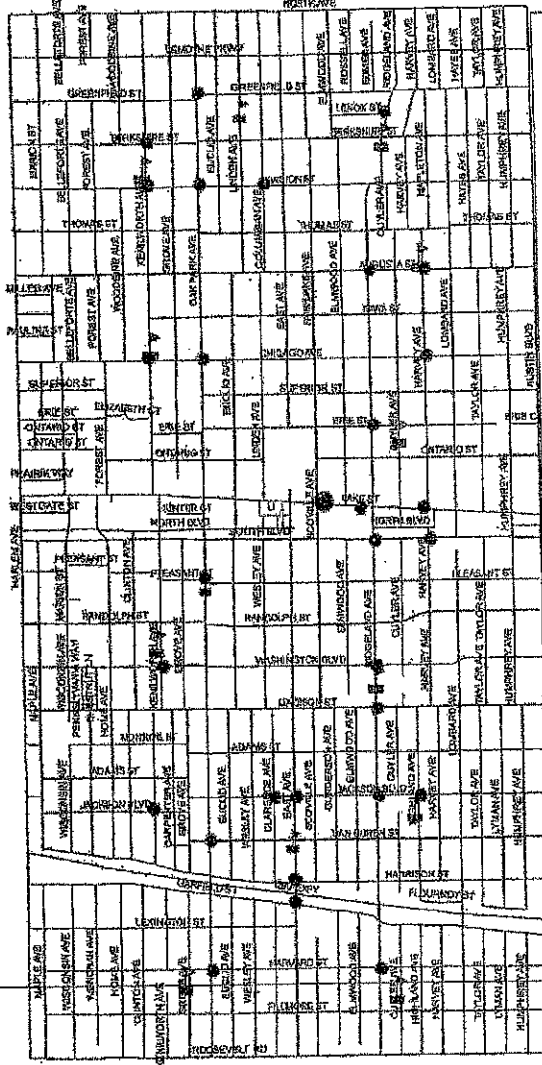
SCHOOL CROSSING SOUTH SIDE

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 Glies
- 200 S Oak Park Ave, St. Edmunds
- 601 Van Buren St, Ascension
- 1600 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, Holmea
- 715 N Harvey Ave, Whitier
- 715 S Highland Ave, Longfellow
- 921 N Kenilworth Ave, Mann

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