

**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 INTERGOVERNMENTAL COOPERATION AGREEMENT (hereinafter "IGA") is entered into on _____, 2018 by and between the Board of Education of Oak Park Elementary School District No. 97, a school district organized under the Illinois School Code, 105 ILCS 5/1-1 *et seq.* (hereinafter "District 97") and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter "the Village.")

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and District 97 (collectively referred to as "the Parties") are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and the Parties have agreed to the intergovernmental cooperation as set forth in this IGA; and

WHEREAS, Section 11-80-23 of the Illinois Municipal Code, 65 ILCS 5/11-80-23, provides that the corporate authorities of municipalities may employ and fix the compensation of persons to serve as school crossing Guards, on a part-time basis, and also authorizes municipalities to pay the salaries and related costs of such school crossing guards from funds contained in the general fund; and

WHEREAS, Section 10-22.28a of the Illinois School Code, 105 ILCS 5/10-22.28a, provides that a school board may share the cost of employing school crossing guards with, or accept the employment of, school crossing guards by any unit of local government; and

WHEREAS, the Village presently administers a contract for "Crossing Guard Services Agreement" with Andy Frain Services, Inc. (hereinafter "Agreement") 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 Services, Inc. (hereinafter "Andy Frain"), District 97 agrees to reimburse the Village for its direct costs for furnishing such services for the 2018-2019 school year and successive school years pursuant to this Agreement.

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

1. The above recitals are incorporated herein as though fully set forth.
2. The Village shall provide crossing guard services for the 2018-2019 school year at the agreed upon times and locations set forth Appendix A attached hereto and made a part hereof in accordance with the Agreement between the Village and Andy Frain.
3. District 97 shall contribute to the Village's cost of providing crossing guard services for the applicable school year in an amount established pursuant to the Agreement between the Village and Andy Frain and in compliance with the Cook County Minimum Wage Ordinance (Cook County Ordinance Number 15-5768) or any other applicable minimum wage law for the actual cost of providing crossing guard services. District 97 shall make payments in the amounts invoiced by the Village on or before September 15, December 15, March 15 and June 15 annually.
4. 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, and codes, 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 term of this Agreement, the Village has determined that Andy Frain is an acceptable vendor who meets these screening requirements.
5. 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 the 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 any applicable agreement by the Oak Park Board of Trustees.
6. The Village shall perform a final accounting of the total amount due prior to any applicable school year based on Andy Frain's invoices. The Village shall provide District 97 with a final accounting and supporting documentation.
7. 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 IGA, excluding costs which are the Village's sole responsibility. District 97 shall have the right to object or dispute any invoices or part thereof if it discovers any irregularities or improper charges.

8. The Village and District 97 shall use their best efforts to resolve any disputes that may arise with respect to this Agreement by negotiation, provided however that either party has the right to pursue available remedies in a court of law.

9. 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 Agreement shall be binding and inure to the benefit of the Parties hereto, constituting the entire Agreement of the Parties hereto.

10. 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 \$750,000 per occurrence and shall carry, in addition to a self-insured retention of \$750,000, excess liability coverage up to \$10,000,000 per occurrence and in the aggregate. Each Party shall name the other Party, its officers, officials, volunteers, 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 \$2,000,000 per occurrence and in the aggregate and shall name both the Village of Oak Park and District 97 and their officers, officials, volunteers, employees and agents as additional insureds on the commercial liability insurance required hereunder. Upon execution of this Agreement, each Party shall tender to the other, and the Village shall require Andy Frain to tender to District 97, certificates of insurance, in a form and substance reasonably acceptable, evidencing the insurance required under this Section.

11. Each Party ("Indemnifying Party") shall indemnify, defend, and hold the other Party, including its Board, individual board members, officers, and administrators, agents, employees, representatives, and volunteers, and each of them (collectively "Indemnitees"), harmless from and against any and all claims, demands, causes of action, lawsuits, loss, damage, penalties, injuries and liabilities including attorney's fees, costs, penalties, and expenses, to the extent arising from: (a) the Indemnifying Party's breach of this Agreement or (b) from any negligent act or omission of Indemnifying Party, its employees, or any person, firm or company hired, assigned, delegated, and or subcontracted with by the Indemnifying Party to perform any services pursuant to this Agreement.

12. 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.

13. Each Party shall deliver an executed original or counterpart of this Agreement to the other Party. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

14. The term of this Intergovernmental Cooperation Agreement shall be the 2018-2019 school year, provided however that the provisions concerning payment and accounting shall survive until final accounting and payment has been made. This Agreement shall renew for the 2019-2020, 2020-2021, 2021-2022 school years unless either party gives written notice pursuant to Section 18 below of the termination of this Agreement by June 1 prior to the applicable school year.

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

16. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

17. This document contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this document shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement. No right or interest in this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

18. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village: Village Manager
 Village of Oak Park
 123 Madison Street
 Oak Park, Illinois 60302
 Email: villagemanager@oak-park.us

If to District 97: Paul Starck-King
 Assistant Superintendent of Finance and Operations
 Oak Park School District 97
 260 West Madison Street
 Oak Park, Illinois 60302
 Email: pstarck-king@op97.org

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice email transmission shall be effective as of date and time of email transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

20. The effective date of this Agreement as reflected above shall be the last date of its execution by either the Village or District 97.

**[THE REAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WTHHEREOF, 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: _____
Holly Spurlock
Board President

Date

ATTEST:

Sheryl Marinier
Board Secretary

Date

VILLAGE OF OAK PARK

By: _____
Cara Pavlicek
Village Manager

Date

ATTEST:

Vicki Scaman
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 1415-1500
2) DIVISION & KENILWORTH	0730-0815 1445-1530	0730-0815 1415-1500
3) BERKSHIRE & KENILWORTH	0730-0815 1445-1530	0730-0815 1415-1500
4) OAK PARK & GREENFIELD	0730-0815 1445-1530	0730-0815 1415-1500
5) OAK PARK & DIVISION	0730-0815 1445-1530	0730-0815 1415-1500
6) RIDGELAND & AUGUSTA	0730-0815 1445-1600	0730-0815 1415-1500
7) AUGUSTA & HARVEY	0730-0815 1445-1530	0730-0815 1415-1500
8) CHICAGO & HARVEY	0730-0815 1445-1530	0730-0815 1415-1500
9) OAK PARK & CHICAGO	0730-0815 1445-1530	0730-0815 1415-1500
10) KENILWORTH & CHICAGO	0730-0815 1445-1530	0730-0815 1415-1500
11) RIDGELAND & ERIE	0730-0815	0730-0815

	1455-1530	1415-1500
12) LAKE & HARVEY	0730-0815 1445-1530	0730-0815 1415-1500
13) RIDGELAND & LAKE	0730-0815 1445-1530	0730-0815 1415-1500

SCHOOL CROSSING SOUTH SIDE

CORNER:	DUTY HOURS:	
	M/T/TH/F	WED ONLY
1) SOUTH BLVD & RIDGELAND	0730-0900 1445-1600	0730-0900 1415-1600
2) SOUTH BLVD & HARVEY	0730-0815 1445-1530	0730-0815 1415-1500
3) RIDGELAND & WASHINGTON	0815-0900 1515-1600	0815-0900 1515-1600
4) RIDGELAND & MADISON	0730-0900 1445-1600	0730-0900 1515-1600
5) RIDGELAND & JACKSON	0730-0900 1445-1600	0730-0900 1415-1600
6) KENILWORTH & WASHINGTON	0815-0900 1515-1600	0815-0900 1515-1600
7) JACKSON & HIGHLAND	0730-0815 1445-1530	0730-0815 1415-1500
8) RIDGELAND & HARVARD	0730-0815 1445-1530	0730-0815 1415-1500

9) OAK PARK & HARVARD	0730-0815 1445-1530	0730-0815 1415-1500
10) CUYLER & HARVARD	0730-0815 1445-1530	0730-0815 1445-1500
11) JACKSON & EAST	0730-0815 1445-1530	0730-0815 1415-1500
12) HARVARD & GROVE	0730-0815 1445-1530	0730-0815 1445-1500