



**CROSSING GUARD SERVICES AGREEMENT FOR SCHOOL CROSSINGS  
RELATED TO OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97**

THIS CROSSING GUARD SERVICES AGREEMENT RELATED FOR SCHOOL CROSSINGS RELATED TO OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97 (hereinafter referred to as the "Agreement") is entered into this 19 day of September, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Andy Frain Services, Inc., an Illinois corporation (hereinafter referred to as the "Contractor").

**RECITALS**

WHEREAS, Contractor is in the business of supplying uniformed crossing guard personnel and security services and is willing to furnish such services and personnel to the Village subject to the terms, conditions and provisions of this Agreement and Contractor's Proposal, attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Client desires Contractor to furnish the Services and Contractor desires to furnish the Services as further described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**1. RECITALS INCORPORATED.**

1.1. The above recitals are incorporated herein as though fully set forth.

**2. SERVICES OF CONTRACTOR.**

2.1. Contractor shall provide uniformed crossing guard personnel and security services pursuant to this Agreement and Contractor's Proposal (hereinafter referred to as the "Services") at the locations set forth in this list and map attached hereto and incorporated herein by reference as Exhibit B. After written authorization by the Village, Contractor shall provide begin to provide the Services. The Village shall approve the use of subcontractors by Contractor to perform any of the Services that are the subject of this Agreement.

2.2. Contractor shall submit to the Village all reports, documents, data, and information as set forth in this Agreement. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between a provision of this Agreement and Contractor's Proposal, this Agreement shall control to the extent of such conflict unless otherwise stated in Contractor's Proposal.

2.4. Village Authorized Representative. The Village's Police Chief or the Police Chief's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, Contractor hereby designates \_\_\_\_\_ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 Contractor shall be an independent contractor to the Village. Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

### 3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate Contractor for the Services as set forth in Contractor's Proposal. Contractor shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by Contractor. If such changes cause

an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by Contractor shall be furnished without the written authorization of the Village.

3.3. Contractor shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify Contractor of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to Contractor under this Agreement.

**4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect on the Effective Date as defined herein and shall expire on June 30, 2019 at 11:59 p.m. The Village shall, at its option and sole discretion, have the right to renew this Agreement for the following successive one (1) periods, subject to Contractor's costs increases due to the Cook County Minimum Wage Ordinance (Cook County Ordinance Number 15-5768) or any other applicable minimum wage law and subject to fifteen (15) days' written notice prior to the expiration of this Agreement pursuant to Section 18 below: (1) July 1, 2019 at 12:01 a.m. through June 30, 2020 at 11:59 p.m.; (2) July 1, 2020 at 12:01 a.m. through June 30, 2021 at 11:59 p.m.; and (3) July 1, 2021 at 12:01 a.m. through July 1, 2022 at 11:59 p.m.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by Contractor pursuant to this Agreement.

**5. INDEMNIFICATION.**

5.1. To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify and hold harmless the Village and Oak Park Elementary School District No. 97 and their officials, officers, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and Oak Park Elementary School District No. 97 and their officials, officers, agents, employees and volunteers to the extent arising out of the negligent performance of the work by Contractor, its employees, or subcontractors, except for the negligence of the Village, and Oak Park Elementary School District No. 97 and their officials, officers, employees, agents or volunteers.

**6. INSURANCE.**

6.1. Contractor shall, at Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is

reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and Oak Park Elementary School District No. 97 and their officials, officers, employees, agents and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**(A) Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

|                   |                 |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence   | \$ 1,000,000.00 |
| Personal Injury   | \$ 1,000,000.00 |
- iii. Cover all claims arising out of Contractor's operations or premises, anyone directly or indirectly employed by Contractor.

**(B) Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Services, and in case work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$9,000,000.00

- (E) The Village and Oak Park Elementary School District No. 97 and their officials, officers, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except workers' compensation. Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and Oak Park Elementary School District No. 97 and their officials, officers, employees, agents and volunteers.

6.3. The Village, Oak Park Elementary School District No. 97 and Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services.

6.4. Contractor understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend Village and Oak Park Elementary School District No. 97 and their officials, officers, employees, agents and volunteers as herein provided. Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village and Oak Park Elementary School District No. 97 and their officials, officers, employees, agents and volunteers.

**7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and Contractor.

**8. FORCE MAJEURE.**

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or

insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

**9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of Contractor.

**10. STANDARD OF CARE.**

10.1. Contractor is responsible for the quality of its Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. Contractor shall be responsible for the accuracy of its Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one year of completion of Contractor's Services.

10.3. Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to Contractor.

10.4. Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human

Rights Act, 775 ILCS 5/1-101 *et seq.* Contractor shall also comply with all conditions of any federal, state, or local grant with respect to this Agreement.

10.6. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

**11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Contractor shall have the right to retain copies of the Documents for its files. Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of the Services. Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois



Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.4. Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et. seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to Contractor. Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

**12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit Contractor from providing the Services to any other public or private entity or person. In the event that Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such

Services conflict with a service to be provided to the Village by Contractor, and the Village may select another contractor to provide such Services as the Village deems appropriate.

**14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from Contractor, whether or not previously approved, or may recover from Contractor, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

~~14.2. In addition to the above, if Contractor fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services are not provided in full or~~

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~~are uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.~~ UG

**15. NO COLLUSION.**

15.1. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. 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 facsimile or electronic 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  
Fax: (708) 358-5101  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

18.2. 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.

18.3. Notice by facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic 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 facsimile or 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. BINDING AUTHORITY.**

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

**20. HEADINGS AND TITLES.**

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

**23. BINDING AUTHORITY.**

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

**24. AUTHORIZATIONS.**

24.1 Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**25. EQUAL OPPORTUNITY EMPLOYER.**

25.1. Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

25.2. The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

25.3. In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

25.4. In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**26. RIGHT TO AUDIT.**

26.1. The Contractor shall for a period of three (3) years following performance of the Services, keep and make available for the inspection, examination and audit by the Village or the Village's authorized employees, agents or representatives, at all reasonable time, all records respecting to the Services and expenses incurred by the Contractor, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by the Contractor is found to have been overstated, the Contractor shall provide the Village an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of the Village's expenses for and in connection with the audit respecting such invoice.

**27. CONFIDENTIALITY.**

27.1. In connection with this Agreement, the Village may provide the Contractor with confidential information to enable the Contractor to render the Services hereunder, or the Contractor may develop confidential information for the Village. The Contractor agrees: (i) to treat and to obligate the Contractor's employees to treat as confidential all such information whether or not identified by the Village as confidential; (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which the Contractor may make for the Village to any person, company or corporation or use the same in any manner whatsoever without first obtaining the Village's written approval; and (iii) not to disclose to the Village any information obtained by the Contractor on a confidential basis from any third party unless the Contractor shall have first received written permission from such third party to disclose such information.

**28. USE OF THE VILLAGE'S NAME OR PICTURE OF PROPERTY.**

28.1. The Contractor shall not in the course of performance of this Agreement or thereafter use or permit the use of the Village's name nor the name of any affiliate of the Village, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of the Contractor, nor disclose or transmit the same to any other party.

**29. CERTIFIED PAYROLL.**

29.1. Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Services for the Village pursuant to this Agreement and shall submit certified payroll records to the Village's Police Chief or the Police Chief's designee at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Village's Police Chief or the Police Chief's designee.

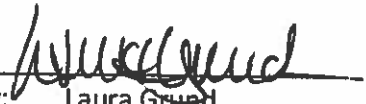
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

  
By: Cara Pavlicek  
Its: Village Manager

Date: 9/19, 2018

**ANDY FRAIN SERVICES, INC.**

  
By: Laura Grund  
Its: Executive Vice President

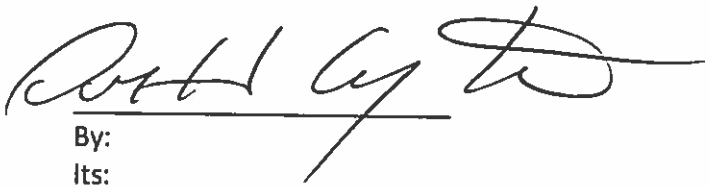
Date: 9/29, 2018

**ATTEST**

  
By: Vicki Scaman  
Its: Village Clerk

Date: 9/19, 2018

**ATTEST**

  
By:  
Its:

Date: \_\_\_\_\_, 2018

**REVIEWED AND APPROVED**  
**ASTORIA**

  
**LAW DEPARTMENT**

## EXHIBIT A

### CONTRACTOR'S PROPOSAL

#### **RATES:**

Contractor shall provide the service personnel at the below hourly rates:

| Service Personnel | Regular | Overtime | Holiday | Equipment | Other |
|-------------------|---------|----------|---------|-----------|-------|
| Crossing Guard    | \$19.51 | \$25.98  | \$25.51 | \$        | \$    |
| Field Supervisor  | \$19.51 | \$25.98  | \$25.51 | \$        | \$    |

- Holidays shall include the following dates: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
- Overtime: Service Personnel shall be billed at the "Overtime" rate if hours of Services are (i) requested with less than 48 hours prior notice to Contractor, and (ii) for a time period outside of the regularly schedule hours.
- Invoice Rates will reviewed annually in conjunction with local, county, and/or state minimum wage laws and the Consumer Price Index for the local area during the month of May. This review will determine any request for an invoice rate increase for this service.
- Hourly rates as stated herein are subject to adjustment for changes in any federal, state or municipal law, regulation, administrative ruling or collective bargaining agreement resulting in any increase in work hours, wages, benefits, taxes, working conditions or other cost incurred by Contractor in the performance of this Agreement. In the event Contractor desires to adjust such rates, Contractor shall provide the Village with written notice of such desired adjustment. Within thirty (30) days of receiving such notice of desired adjustment, the Village may terminate this Agreement otherwise such desired adjustment shall become immediately effective and shall remain in effect until the earlier of termination of this Agreement or any further annual or other adjustment as provided by this Agreement

#### **SCOPE:**

1. Contractor shall provide the Services at the locations set forth in Exhibit B (hereinafter referred to as "locations"). Any location orders prepared by or at the direction of the Village may also include information related to the assigned location, provided, however, that such location orders are not incorporated herein and may not contradict the terms of this Agreement. In the event of a conflict between the Contractor's obligations set forth herein and any applicable location orders, this Proposal shall control.



2. If at any time Contractor believes that additional service personnel or related actions in excess of the Services expressly requested by the Village are necessary to properly furnish Services at the locations, Contractor may so inform the Village. However, the Parties agree that Contractor's responsibility is solely limited to providing service personnel, and Contractor has not been engaged by the Village as a consultant or otherwise to provide advice or an assessment of security, site evaluation or event staffing needs at the locations except as otherwise specifically stated herein. Contractor shall not be responsible for any decisions or security assessments made by the Village or anyone else, including pertaining to the sufficiency and assigned location of service personnel.

3. Contractor shall provide the Service Personnel and furnish the Services requested by the Village. The Parties agree that any change in the scope of Services contemplated by this Agreement, including any modification, supplementation or reduction in Services, shall be made by a request in writing by the Village and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by the Village and Contractor.

4. Contractor represents that all service personnel utilized by Contractor under this Agreement shall be trained by Contractor using Contractor's approved materials/instructions and shall be competent to perform their duties and otherwise furnish the Services.

5. At Contractor's sole cost and expense, Contractor shall provide each service personnel with a proper uniform and any such equipment, as it shall, with the approval of the Village, deem necessary or appropriate.

6. Contractor represents it is fully authorized to furnish Services at the locations.

7. The Village shall pay Contractor for the Services provided by Contractor at the hourly rates mutually agreed upon in this Proposal and pursuant to the terms and conditions contained stated in the Agreement.

8. The Village shall remain solely responsible for any decisions or directions to Contractor concerning the location, number or extent, or placement or sufficiency of service personnel requested under this Agreement. If the Village materially alters any express instructions or directions given by Contractor to the service personnel or if the Village assumes any material supervision over the service personnel, the Village shall be solely liable for any and all such alterations or supervision and the Village agrees to indemnify, defend and hold harmless Contractor from and against any and all losses, claims, expenses (including reasonable attorney's fees) or damages arising from or relating to such alterations or supervision, but only to the extent they were the excess result of and caused by such alterations or supervision.

9. The Village shall provide Contractor with information the Village has pertaining to the locations necessary to ensure that the service personnel are trained and prepared to provide the Services, including information necessary to train those service personnel with responsibilities concerning the alarms systems, elevator and light controls, cameras and access control systems if applicable. Except as otherwise set forth herein or agreed by Contractor, the Village shall be solely responsible for managing and maintaining the locations set forth in Exhibit B and otherwise managing, maintaining and providing any services with respect to the locations other than the Services contemplated by this Agreement.

10. Supervision. Contractor shall at all times be responsible for the direct supervision of its Service personnel, contractors, subcontractors, agents, licensees, and assigned to and responsible for managing Services at the locations.

11. Background Checks. Contractor represents that Contractor has or shall perform background checks for those service personnel which are licensed crossing guards in accordance with applicable federal, state, municipal and local law that includes criminal and, if applicable, motor vehicle histories on licensed crossing guards and may include other matters as required by applicable law. Contractor further represents that all such service personnel have passed such background checks prior to furnishing the Services. Such background checks shall be obtained by Contractor at Contractor's sole cost and expense. The cost of any additional background checks or more extensive background checks required by the Village shall be reimbursed by the Village.

12. Equipment. Any and all property, equipment, supplies and materials furnished by Contractor hereunder and placed at or on any of the locations set forth in Exhibit B shall remain the property of Contractor, and Contractor shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials.

13. Employment of Contractor's Employees. During the term of this Agreement and for a period of twelve (12) months immediately following the end or termination of this Agreement, the Village shall not solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This provision shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

**EXHIBIT B**

**SCHOOL CROSSING NORTH SIDE**

| <b>CORNER:</b>            | <b>DUTY HOURS:</b>     |                        |
|---------------------------|------------------------|------------------------|
|                           | <b>M/T/TH/F</b>        | <b>WED ONLY</b>        |
| 1) RIDGELAND & LENOX      | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 2) DIVISION & KENILWORTH  | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 3) BERKSHIRE & KENILWORTH | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 4) OAK PARK & GREENFIELD  | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 5) OAK PARK & DIVISION    | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 6) RIDGELAND & AUGUSTA    | 0730-0815<br>1445-1600 | 0730-0815<br>1415-1500 |
| 7) AUGUSTA & HARVEY       | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 8) CHICAGO & HARVEY       | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 9) OAK PARK & CHICAGO     | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 10) KENILWORTH & CHICAGO  | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |

|                      |                        |                        |
|----------------------|------------------------|------------------------|
| 11) RIDGELAND & ERIE | 0730-0815<br>1455-1530 | 0730-0815<br>1415-1500 |
| 12) LAKE & HARVEY    | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |
| 13) RIDGELAND & LAKE | 0730-0815<br>1445-1530 | 0730-0815<br>1415-1500 |

**SCHOOL CROSSING SOUTH SIDE**

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

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