

**RENEWAL OF THE CROSSING GUARD SERVICES AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND ANDY FRAIN SERVICES, INC.**

THIS RENEWAL OF THE CROSSING GUARD SERVICES AGREEMENT (hereinafter "Renewal") 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") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties previously entered into a Crossing Guard Services Agreement for School Crossings Related to Oak Park Elementary School District No. 97 dated September 19, 2018 ("Agreement"); and

WHEREAS, the Parties seek to renew the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement for the period of July 1, 2021 at 12:01 a.m. through June 30, 2022 at 11:59 p.m. pursuant to Section 4.1 of the Agreement.
3. **FORCE MAJEURE/SUSPENSION OF SERVICE.** In the event that Customer's operations at the Property where services are performed are halted or substantially decreased by reason of war, hostilities, revolution, riot, civil commotion, terrorist attack, national emergency, strike, labor dispute, lockout, picketing, unavailability of supplies, epidemic, pandemic, endemic, fire, flood, catastrophic weather-like issue, earthquake, force of nature, explosion, embargo, Act of God, or other cause beyond the control of the Customer, then those portions of this Agreement concerning Services to be provided at the affected Property shall, upon twenty-four (24) hours written notice from Customer to Contractor, be suspended until further written notice by Customer to Contractor. Notwithstanding the foregoing, Customer shall pay, in accordance with the terms hereof, Contractor for all Services provided prior to such suspension of, or decrease in, operations. Additionally, Customer shall pay for all services scheduled to be provided for the two (2) weeks following such suspension of, or decrease in, operations.

In the event Contractor is prevented from completing this Agreement by reason of Force Majeure, this Agreement may be suspended for the duration of such hardships, on twenty-four (24) hours' notice addressed by Contractor to Customer, provided that Contractor uses reasonable efforts to cure or mitigate any delays or failure to perform.

4. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

5. **EFFECTIVE DATE.** This Renewal shall be effective on July 1, 2021 at 12:01 a.m.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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

VILLAGE OF OAK PARK

ANDY FRAIN SERVICES, INC.

By: Lisa Shelley
Its: Interim Village Manager

DocuSigned by:


By: Stacey McGlynn Atkins
Its: General Counsel

Dated: _____, 2021

Dated: 8/24/2021, 2021

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

DocuSigned by:


By: Jerri K. Panek
Its: Vice-President of Finance

Date: _____, 2021

Date: 8/24/2021, 2021