

CROSSING GUARD SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of August 1, 2016 (“Effective Date”), by and between Andy Frain Services, Inc., an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL. 60504, and Village of Hanover Park, 2121 West Lake Street, Hanover Park, IL 60133 (“Client”) (and collectively as the “Parties”).

UNDERSTANDINGS

1. Client represents that it owns and operates the premises as more fully described in the Location of Services identified in Schedule 1 to this Agreement;
2. Contractor is in the business of supplying crossing guard personnel and (“Services”) and is willing to furnish such services and personnel to Client with respect to the Property and subject to the terms, conditions and provisions of this Agreement;
3. Client desires Contractor to furnish the Services and Contractor desires to furnish the Services at the Property, as further described below;

NOW, THEREFORE, in consideration of the foregoing, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Client hereby agree as follows:

AGREEMENT

1. Engagement. Client and Contractor agree that Contractor shall furnish Services at the Property, and Contractor agrees to furnish Services and subject to the terms, conditions, and provisions of this Agreement. The rates, location, scope, and other specifics of the Services are more fully described in Schedule 1. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions set forth in Schedule 1, the terms and conditions of this Agreement shall control.
2. Term. This Agreement shall commence on the Effective Date, and shall continue until June 30, 2017, unless terminated earlier pursuant to the terms and conditions of this Agreement.
3. Nature of Services. As set forth in Schedule 1, Contractor shall furnish crossing guard personnel (“Service Personnel”) as requested by Client at the Property in accordance with the term and conditions of this Agreement (collectively known hereinafter as the “Services” unless specifically identified otherwise).
 - a. At the request of Client, the Contractor’s Service Personnel shall be assigned to specific crossing guard posts at the Property. The service dates, number of Service Personnel, hours and locations for Service may also be included in Schedule 1.

Any Post Orders prepared by or at the direction of Client may also include information related to the assigned post, provided, however, that such Post 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 Post Orders, this Agreement shall control.

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

4. Obligations of Contractor. Contractor agrees as follows:

a. Contractor shall provide the Service Personnel and furnish the Services requested by Client. 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 Client and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Client and Contractor.

b. 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.

c. At Contractor's sole cost and expense, Contractor shall provide each Service Personnel with a proper uniform.

d. Contractor shall furnish Services in conformity with practices which are generally accepted and current in the crossing guard industry.

e. Contractor shall comply with all applicable local, State, and Federal laws, rules and regulations which govern the Services and furnishing of the same. Contractor shall obtain all such licenses and permits which may be required by any governmental authority for the furnishing of Services prior to furnishing the same.

f. The Parties agree that Contractor does not herein or otherwise represent and cannot warrant, expressly or impliedly that the Services furnished will prevent or minimize the likelihood of loss or damage.

g. Contractor represents it is fully authorized to furnish Services at the Property.

5. Obligations of Client. Client agrees as follows:

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

b. Client 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 Client materially alters any express instructions or directions given by Contractor to the Service Personnel or if Client assumes any material supervision over the Service Personnel, Client shall be solely liable for any and all such alterations or supervision and Client 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.

c. To effectuate this Agreement, Client shall provide Contractor with such information, including the Post Orders concerning the Property or sufficient information to enable Contractor to prepare Post Orders for the Property, as are necessary for Contractor to furnish the Services pursuant to this Agreement.

d. Client shall provide Contractor with information Client has pertaining to the Property necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the Property, including information necessary to train those Service Personnel with responsibilities concerning the alarms systems, elevator and light controls, cameras and access control systems for the Property. Except as otherwise set forth herein or agreed by Contractor, Client shall be solely responsible for managing and maintaining the Property and otherwise managing, maintaining and providing any services with respect to the Property, other than the Services contemplated by this Agreement.

e. Client represents it is fully authorized to retain Contractor to provide Services at the Property.

6. Payment Terms.

a. Rates. Client shall remit payments to Contractor for the Services at the rates set forth in Schedule 1.

b. Invoices. Contractor shall invoice Client for Services performed under this Agreement. Invoices shall be sent to Client on a weekly schedule at Client's location identified in Schedule 1.

c. Payment. Payments for Services for each invoice are due thirty (30) days from the invoice date. Any objection, dispute or claim regarding the amount of an invoice or the Services rendered (or not rendered) must be sent in writing by Client to Contractor within thirty (30) days from the date Client received such invoice, setting forth the nature of the objection, dispute or claim, and including all supporting documentation, or such objection, dispute or claim shall for all purposes be deemed waived by Client. Client agrees to pay a late fee of 1½ % of the outstanding total balance owed for Services per month (or any part thereof) plus all reasonable collection and attorney's fees and costs which may be reasonably incurred by Contractor in the attempted collection or collection of any invoice(s) not paid pursuant to the terms of this Agreement.

d. Records. Upon request, Contractor shall furnish Client with copies of completed daily timesheets and other records which form the basis of billings for

Services performed by Contractor under this Agreement. Such records shall contain information sufficiently detailed so as to indicate the Property where and when such Services were performed and with what Service Personnel.

e. Rate Change. 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 Client with written notice of such desired adjustment. Within thirty (30) days of receiving such notice of desired adjustment, Client 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.

7. Service Personnel. Contractor's Service Personnel shall meet the following requirements:

a. Independent Contractor. Contractor is an independent contractor of Client. All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Client. Contractor shall pay all wages, all applicable taxes and shall comply with all other legal obligations as the employer of the Service Personnel.

b. 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 Property. A designated representative of Contractor shall, in turn, report and confer with a designated representative of Client at the Property with respect to the Services performed under this Agreement. Such reporting and conferring shall occur as frequently as mutually agreed upon by the Parties from time to time.

c. Background Checks. Contractor represents that Contractor has or will perform background checks for those Service Personnel which are licensed security officers in accordance with applicable federal, state, municipal and local law that includes criminal and, if applicable, motor vehicle histories on licensed security officers 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 Client shall be reimbursed by Client.

8. Equipment. Any and all property, equipment, supplies and materials furnished by Contractor hereunder and placed at or on any of the sites identified in this Agreement 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.

9. Insurance. Contractor shall maintain during the term of this Agreement, at its own expense, insurance policies insuring Contractor and the Service Personnel furnishing Services at the Property, as follows:

TYPE OF INSURANCE	LIMIT OF INSURANCE
General Commercial Liability - Occurrence Form	\$1,000,000 Per Occurrence
Workers Compensation & Employers Liability	Statutory
Business Auto Liability including Hired and Non Owned Auto Liability	\$1,000,000
Excess/Umbrella	\$9,000,000 Per Occurrence \$9,000,000 Aggregate

Contractor agrees solely with respect to liability caused by the sole negligent acts of Contractor, to name Client its officers, employees and directors as Additional Insureds on Contractor's General Commercial Liability and Auto liability insurance policies.

10. Indemnification. Contractor shall indemnify Client, its officers, members, affiliates, subsidiaries, and employees from and against losses, claims, damages, injuries, liabilities and judgments that Client may sustain and which are caused solely by the direct negligent acts of Contractor or Service Personnel while engaged in the performance of Services under this Agreement, and subject to the provisions set forth herein. Client shall indemnify Contractor, its officers, members, affiliates, subsidiaries and employees from and against losses, claims, damages, injuries, liabilities and judgments that Contractor may sustain and which are caused solely by the direct negligent acts of Client.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Client from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the contributory negligence of Client or its directors, officers, members, partners, affiliates, licensees, invitees, representatives, agents, or employees; (ii) arising from Client's business decisions, including but not limited to, decisions to remove patrons or personnel from the Property, as to number or placement of Service Personnel or hours of service; (iii) caused by or resulting from the wrongful or negligent acts, errors or omissions of third parties; or (iv) arising out of injury to or death of any employee of Contractor, unless caused solely by the direct negligence of Contractor.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Client for any injury (including death) to any person, including an employee of Contractor, arising from a slip, trip or fall while on or near the premises of Client. It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, garbage or debris removal and water removal. It is further understood and

agreed that Contractor is not required or requested to report any maintenance needs or failures to Client.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that any additional insured or indemnity provision throughout this Agreement applies only to claims caused by the direct negligent acts of Contractor and its employees while performing agreed upon duties and Services.

11. Limitation of Liability.

a. Liability: Contractor shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind suffered or incurred by Client arising directly or indirectly from the performance or non-performance of Contractor's obligations under this Agreement (including, but not limited to, a failure to meet any the agreed upon number of Service Personnel to for the purposes of the Agreement), any breach of Contractor's obligations under or in connection with this Agreement or from any negligence, misrepresentation or other act or omission by Contractor or Contractor's employees, agents or contractors.

b. Maximum liability: Notwithstanding anything else in this Agreement, Contractor's liability, whether in contract or pursuant to any cancellation of this Agreement or in tort or otherwise, in respect of all claims for costs, loss, damage or injury arising from breach of any of Contractor's obligations arising under or in connection with this Agreement, from any cancellation of this Agreement or from any negligence, misrepresentation or other act or omission by Contractor or, its employees, agents or contractors, shall not exceed \$500 in respect of one event (or a series of failures arising from the same event). Where there is more than one event (or series of failures arising) Contractor's aggregate maximum liability during the term of this Agreement is limited to \$500.

12. 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, Client shall not solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This paragraph shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

13. Suspension of Service. In the event that Client's operations at the Property are halted or substantially decreased by reason of strike, labor dispute, picketing, acts of God, or other cause beyond the control of the Client, then those portions of this Agreement concerning Services to be provided at the affected Property shall, upon twenty-four (24) hours written notice from Client to Contractor, be suspended until further written notice by Client to Contractor.

14. Default. Each party may terminate this Agreement immediately if any of the following events shall occur: (a) default by the other party in the performance of the terms and conditions of this Agreement, including but not limited to Client's failure to

timely make payments required hereunder when due, which default continues for five (5) days or more after written notice from the other party; (b) if at any time during the term of the Agreement there shall be filed by such party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such party's property; (c) if such party makes an assignment for the benefit of creditors; or (d) if such party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

15. Notices. All notices with respect to or required by this Agreement shall be deemed sufficient if deposited with the United States mail, certified or registered, with adequate postage affixed and properly addressed to the respective receiving Party at the address identified at the beginning of this Agreement or in Schedule 1. Either Party may amend the address it receives notice by providing the other Party with a writing setting forth the new address it desires to receive notice.

16. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party provided, however, that so long as a Party is not in default under this Agreement, that Party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks.

17. Entire Agreement, Amendments. This Agreement, Schedules, and other items expressly incorporated herein constitute the entire understanding and agreement of the Parties with respect to matters contained herein and supersede all prior agreements or understandings, if any, between the Parties related to the matters contained herein. Neither Party has relied on any, nor are there any, oral or parol agreements, promises, representations or inducements not contained in this Agreement. No provisions of this Agreement may be amended or modified in any manner whatsoever, except by an agreement in writing signed by each of the Parties.

18. No Third Parties. No person other than the Parties to this Agreement has any rights or remedies to, under or deriving from this Agreement. This Agreement creates no third party benefits.

19. Severability. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

20. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement may be completed by electronic signature or e-mail transmission. Electronic or e-mail signatures shall have the same force and effect as an original, hard copy of such signature.

b. Survival. The representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the termination of this Agreement.

c. Choice of Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Parties' consent that any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in the State of Illinois and the parties waive any right to object to the jurisdiction of the State of Illinois over any dispute concerning this Agreement.

d. Non-Waiver. Any waiver, permission, consent or approval of any kind or nature by any party hereto, must be in writing and shall be effective only in the specific instance, to the extent of and for the specific purpose given, and the same shall not operate or be construed as a waiver of any subsequent breach, default, provision or condition of this Agreement by any party hereto, including the party to whom originally given.

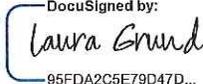
e. Successors. This Agreement shall be binding upon and inure to the benefit of Contractor and Client and their representative successors and/or assigns.

f. Time is of the Essence. Time is of the essence with respect to each Party's obligations under this Agreement.

[SERVICE AGREEMENT SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement.

ANDY FRAIN SERVICES, INC., an Illinois Corporation

By:  7/28/2016
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Laura Grund
Executive Vice President

VILLAGE OF HANOVER PARK



By: Juliana A. Maller
Village Manager

SCHEDULE 1

SERVICES

The rates, locations, and other specifications of the Services which are to be provided in accordance with the Service Agreement are as follows:

CLIENT NAME AND CONTACT PERSON: Village of Hanover Park

ADDRESS: Village of Hanover Park, 2121 West Lake Street, Hanover Park, IL 60133

STARTING DATE: Effective Date of the Agreement

CLIENT ADDRESS FOR INVOICE: Village of Hanover Park, 2121 West Lake Street, Hanover Park, IL 60133

LOCATION OF SERVICES: Village of Hanover Park, 2121 West Lake Street, Hanover Park, IL 60133

RATES:

Contractor shall provide the Service Personnel at the below hourly rate:

Service Personnel	Regular	Overtime	Holiday	Equipment	Other
Crossing Guards 2016/2017	\$16.98	\$25.47	\$25.47	\$	\$
Field Supervisors 2016/2017	\$16.98	\$25.47	\$ 25.47	\$	\$

- 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.

SCOPE:

1. Provide crossing guard at the Property at posts specified by Client.