

Meeting Members:
Karen Mills, Chairman
Gary Pilafas, Vice Chairman
Anna Newell, Trustee
Gary Stanton, Trustee
Karen Arnet, Trustee
Patrick Kinnane, Trustee
William McLeod, Mayor

Village of Hoffman Estates

Special

Public Health and Safety Committee Meeting Agenda

August 5, 2024

Immediately Following Transportation & Road Improvement Committee

Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

-
- I. Roll Call
 - II. Public Comment

NEW BUSINESS

1. Request approval to enter into a one-year agreement with Andy Frain Managed Crossing Guard Services, Hoffman Estates, Illinois, in a total amount not to exceed \$227,851.00 for the 2024-2025 academic year.

- III. Adjournment

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Agreement for Managed Crossing Guard Services

MEETING DATE: August 5, 2024

COMMITTEE: Special Public Health & Safety Committee

FROM: Kasia Cawley, Chief of Police

PURPOSE: To request approval to enter into an agreement between the Village of Hoffman Estates and Andy Frain Managed Crossing Guard Services.

BACKGROUND: In partnership with School Districts 211, 54, 46 and 15 the police department staffs 24 crossings for 12 schools throughout the Village of Hoffman Estates. Ensuring the safe movement of children to and from school each day is a responsibility the police department makes top priority. Staffing these crossings, however, continues to be a challenge. There are a limited number of qualified candidates for this job based on the work schedule and number of hours worked per week. The average crossing guard works only 10 hours per week. The high amount of turnover in this position imposes an extra burden on current Village Staff with the continual recruitment, training, scheduling, timekeeping and payroll for all the crossing guard positions.

In the last 2 years Human Resources has conducted 13 recruitment campaigns which include: job posting, interviewing, background checks, drug screenings and onboarding new crossing guards. Police Department Administrative Staff and Finance are responsible for timekeeping and processing bi-weekly payroll. During the 2022-2023 school year, there were 212 time change requests filed by crossing guards. The Traffic Sergeant provides training and manages daily schedules to ensure all the crossings are covered. When crossing guards call off, police personnel must fill in reducing available officers for

patrol coverage. In 2023, there were 354 instances of open crossings that were covered by police personnel, which amounted to over 544 hours. This is time our police personnel can be enforcing traffic, providing service to our residents and preventing crime.

DISCUSSION:

The challenges we experience with the crossing guard program are not unique. Surrounding communities like: Schaumburg, Hanover Park, Barrington, Carol Stream and West Chicago have all transitioned to a managed crossing guard service. The police department reviewed proposals from two vendors. All City Management (ACM) and Andy Frain. ACM is based out Santa Fe Springs, CA, and was not considered a viable vendor as they currently did not have any local clients and their cost to manage the program was significantly higher. Andy Frain is a local service with strong employee retention and proven performance history. Andy Frain's philosophy will be to try to retain our current crossing guard roster but has a large pool of crossing guards to substitute or fill our 24 crossings as needed. Reference checks were conducted with Hanover Park, Schaumburg and Barrington, all of which gave high recommendations for Andy Frain's crossing guard program for the excellent service and professionalism provided to their communities.

FINANCIAL IMPACT:

This agreement provides costs based upon 47 crossing guard hours per day at a rate of \$23.59 per hour for 181 school days. A Field Supervisor would be assigned to Hoffman Estates crossings which bills additional administrative time. Andy Frain holds general liability and workman's comp insurance protection that exceeds the standard coverage required. All expenses incurred for recruitment, training, equipment, scheduling, payroll and management of the crossing guard personnel are assumed by Andy Frain Services.

RECOMMENDATION:

Approval to enter into a one-year agreement between the Village of Hoffman Estates and Andy Frain Managed Crossing Guard Services, located in Hoffman Estates, IL, beginning August 2024 at a cost not to exceed \$227,851.00 for the 2024-2025 academic year.



Andy Frain Services' Managed Crossing Guard Services

Village of Hoffman Estates



Prepared by:

Susan Grimm
Branch Director
Chicago Suburban Branch
Andy Frain Services, Inc.
761 Shoreline Drive
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847-791-4294
Date: 5/9/2024



Cover Letter



ANDY FRAIN
— est. 1984 —
SERVICES®

Thank you for the opportunity to provide information on our Crossing Guard Services and present our company, Andy Frain Services, Inc. ("Andy Frain") to you. We understand that you wish to provide a safe, secure environment in and around your facilities as well as a safe corridor for the community.

Evolving from a local stadium management and security organization, Andy Frain has emerged as a national leader providing security and event services to some of America's largest corporations, universities and government facilities. Our philosophy is to be a good corporate citizen and to maintain strong employee retention by believing in the dignity of our work and maintaining respect for the individual. This philosophy has resulted in a 97% customer retention rate over the past 10 years.

Andy Frain Services is a SAFETY Act Designated company, comprised of five divisions:

1. **Commercial Security** – Providing crossing guards and screening of personnel and materials for commercial sites, educational facilities and courthouses.
2. **Retail Security** – Providing crossing guards for shopping center facilities in order to successfully improve the safety and security for families, tenants, and all customers.
3. **Transportation Security** – Providing crossing guards and screening of cargo, packages and personnel for airlines, cargo (air, land, and marine) terminals and the pleasure cruise industry.
4. **Sports & Entertainment** – Providing crossing guards, parking attendants, ushers, ticket takers, guest relations, and concierge personnel for public assembly venues.
5. **Technology** – Prism eSolutions provides industry specific audit, compliance, document management, incident management, reporting and training applications in the educational, financial, government, healthcare, manufacturing and service sectors.

With a very strong base of customers in the hospitality industry, educational facilities and transportation industries, Andy Frain is highly familiar with what it takes to make the public feel fully welcomed while still maintaining a high level of safety and security. At Andy Frain, we honor our mission of "Customer Service is Every Employee's Job" through our proprietary First Impressions™ program. First Impressions™ is more than customer service training; it is an immersion into our culture of service. The First Impressions™ culture emphasizes our commitment to exceeding expectations in all our customer interactions. Through First Impressions, customer service has become more than a chapter in a training manual or a catch phrase; it is a demonstrable part of Andy Frain's culture of service and security.



Andy Frain has a proven history of performing similar contracts in highly regulated industries. We have invested heavily in our infrastructure and employees to ensure that we are able to meet our contractual obligations while mitigating the risk to our company and to our clients. This investment includes, but is not limited to:

1. Automated auditing and compliance monitoring of contract requirements, Key Performance Indicators (KPI), local/state/federal requirements, and employee safety using Prism eSolutions equation® ASP software.
2. An automated scheduling, payroll and billing process (Celayix) to ensure that posts are filled, our employees are paid correctly and on time, and our clients are billed properly and on time to ensure cash flow.
3. Strategic partnerships with leaders in the human resources (People®), background investigations (InfoMart), technology (Prism eSolutions) and financial (West Suburban Bank) industries to ensure quality, consistent performance.
4. Training of our employees in the areas of security, safety, professional demeanor and the specific requirements of our client's facilities and operations.



Project Understanding

Andy Frain understands and is aware of the requirements of a Crossing Guard Program. We have a proven history of performing traffic control and crossing guard contracts in highly regulated industries. We have invested heavily in our infrastructure and employees to ensure that we are able to meet our contractual obligations.

Andy Frain will be in direct contact with the customer to obtain schedules, dates and times for service. Andy Frain will recruit, select, and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post each day. In addition, the current school crossing guards will be given an opportunity to seek employment with Andy Frain. All prospective employees will be screened identically to ensure the needs and expectations of Andy Frain and the customer are met. Every crossing guard employed by Andy Frain for the customer's contract will undergo a background check of which the results will be provided to the Customer upon request.

Andy Frain will be responsible for all training. Andy Frain uses a proven combination of facilitator led courses, web-based instruction and video instruction to ensure that our crossing guards are trained and capable. The facilitator lead, online and video instruction is a combination of proprietary materials, and commercially available materials. It is not enough for the crossing guard to simply know the new material or method. They must be able to apply what they know and do it on a consistent basis and adapt to situations as they arise. Therefore, we evaluate the effectiveness of the training from start to finish.

Many companies will tell you that they emphasize customer service or have customer service training programs. However, since 1924, customer service has been more than a chapter in a training manual or a catch phrase to Andy Frain, it is a demonstrable part of our culture as evidenced by our history, and most recently, the International Customer Service Award won by the Amway Center (www.amwaycenter.com) due in no small part to the superior customer service provided by 650 Andy Frain employees.

Our culture of service is reflected in our mission statement:

"Our goal to exceed customer expectations is driven by the belief in the dignity of work and respect for the individual. We are committed to living the tradition of... *"Customer service is every employee's job."*

A great Crossing Guard Program is a by-product of great customer service. Pedestrians and children who experience great customer service feel compelled to follow rules and cooperate with staff.

We honor our mission through our proprietary First Impressions program. First Impressions is more than customer service training; it is an immersion into our culture. First Impressions is about how you conduct yourself as a professional, how you treat others and how you create a world-class experience for everyone in everything that we do. The First Impressions culture emphasizes our commitment to exceeding expectations in all our roles that interact with our customers (clients, guests, employees and our coworkers).



In addition to our core training, Andy Frain will ensure all employees receive the following training: handling traffic, crossing children safely, appearance, emergency conditions, knowledge of legal authority and limitation of the position, the requirements and courtesies in dealing with children, motorists, and the public, and proper wearing of the uniform. All guards, including part-time and on call guards, employed by Andy Frain receive identical training as our full-time employees. Andy Frain will provide a refresher-training course for all crossing guards no sooner than thirty days before the beginning of each school year. This is a billable activity.

In addition to our general staffing, Andy Frain also holds a contingency plan which prepares our staff and ensures all posts are always filled per the contract.

The first step to ensure appropriate backup coverage is to expect the need for backup coverage and train an appropriate number of crossing guards to fill this need. However, we recognize that there are times when an unexpected situation will arise when immediate additional staff is required.

Andy Frain Crossing Guards are assigned work schedules in advance. Typically, regularly scheduled crossing guards will be assigned the same days and shifts each week although daily assignments may change. Emails, text messages or phone calls are appropriate methods of communicating schedule conflicts in advance of the scheduled shift.

All crossing guards sign-in and sign-out times can be captured with an automated system which updates and informs our online scheduling and payroll software (Celayix). All guard sign-in and sign-outs are also duplicated on a paper form for redundancy. Missed clock-punches are investigated by our scheduler and entered into Celayix manually. In this way, we have very accurate records of each crossing guard's attendance.

All crossing guards are required to be on their assigned location, in complete uniform, at the start of their assigned shift. If a crossing guard is late or cannot arrive for their assigned shift, he or she is required to provide as much notice as possible by phone call to his or her supervisor. Emails or text messages are not acceptable methods of communicating tardiness or absence.

Additionally, Andy Frain's online scheduling and payroll software (Celayix) has a call-in feature which allows the crossing guard to check in from their assigned location (i.e. 116 N. Michigan Avenue). If the crossing guard does not call within the assigned time frame, the system notifies the supervisor of the issue, and the supervisor will take the appropriate steps to ensure that the assigned post is covered.

If a crossing guard is late or cannot arrive for their assigned shift, a team of trained and capable crossing guards is maintained to fill the post. If, for any reason, an employee cannot be replaced the supervisor shall perform the functional duties of the employee.

Crossing guards who are tardy or absent are subject to disciplinary action. Crossing guards who fail to arrive for their scheduled shift and fail to notify their supervisor in advance of that absence are subject to disciplinary action up to and including possible termination.



Approach and Management Plan

Andy Frain has a long history of providing stellar customer service. This is a direct result of our proprietary Total Quality Management (TQM) program which incorporates Key Performance Indicators (KPI) which are mutually agreed upon with our clients. Andy Frain has successfully used KPI to measure the performance of its employees and its service to its customers. This success is evidenced by our low turnover rate and approximately 97% customer retention rate.

1. **Plan; establish objectives (customer KPI's) to achieve results.** At the onset of our contract, KPI will be established with the customer's representative(s). Mutually identifying the KPI is the first critical step because the KPI will drive all aspects of our service, from staffing to performance management, going forward. The following documents are typically reviewed as a starting point for developing the KPI:
 - a. Request for Proposal
 - b. Contract Requirements
 - c. Scope of Service
 - d. Crossing Guard Manual
2. **Do; implement processes and actions necessary to deliver results.** Once the KPI has been established, we will create an operational plan to achieve the desired results. Quality assurance procedures will be implemented to ensure success in recruiting, hiring licensing, training and performance. The crossing guard evaluation and recognition program is implemented using the KPI to measure the crossing guard's performance.
3. **Check; evaluate the processes and results against the objectives.** Monthly customer reviews of performance measurements, customer and user surveys, and audits of compliance documentation are all conducted.
 - a. **Employee Evaluations.** As part of the evaluation process, every employee will participate in an annual performance appraisal program. The Local Field management and employee will discuss his/her overall performance and establish goals to help him/her improve and meet the expected levels of performance.
 - b. **Monthly Service Evaluations.** At the convenience of the Customer representative, the Director of Operations will initiate a formal monthly meeting with the Customer to discuss the Key Performance Indicators (KPI) and any other issues that may arise.
 - i. This monthly meeting will also incorporate a joint review of the Monthly Report (e.g. new hires, status of available persons, etc.).
 - c. **Quarterly Service Evaluations.** At the convenience of the Customer representative, the Vice President, Operations, can initiate a formal quarterly meeting with the Customer to discuss the Key Performance Indicators (KPI) and any other issues that may arise. This quarterly meeting will also incorporate a joint review of the following:
 - i. Contract compliance
 - ii. Safety/Security incidents



d. **Annual Audits.** Our corporate team will also conduct an annual audit of each business location. This audit is a review of the:

- i. Key Performance Indicators
- ii. Employee files
- iii. Licensing and regulatory compliance
- iv. Uniform and image standards

4. **Act; take actions necessary for improvements and ongoing change.** Real-time documentation of corrective actions against incidents and/or quality service failures ensures improvements and ongoing change. On-site audits and inspections maintain constant vigilance of performance standards.

In addition to our TQM, at Andy Frain, we pride ourselves on our ability to integrate technology into our services, whether that technology is client owned, proprietary, custom built or off the shelf. Owning a technology company, Prism eSolutions, provides us with unprecedented flexibility to adapt software programs to the needs of our clients. Our clients have the capability to view performance and attendance, training records, background checks, reports, etc. through our technology-based programs.

The following are some of the technologies that we have successfully integrated into our service.

- **Equation® ASP** – a software product of Prism eSolutions, a wholly owned subsidiary of Andy Frain, Equation® ASP provides industry specific audit, compliance, document management, incident management, reporting and training applications.
- **Celayix** – workforce management software; scheduling, time and attendance, etc.
- **Pocket Guide** – a web-based product of Prism eSolutions, the Pocket Guide takes your program (Post Orders, Emergency Response Guidelines, etc.) from the desk and delivers it to a tablet or smart phone.
- **AFS Mobile** – a proprietary web-based tool for Andy Frain's managers, supervisors and employees. AFS is the mobile friendly face of Equation® ASP and each feature can be accessed from any computer, tablet or smart phone. The current features include:
 - **Calendar** – allows managers to create, view and manage a yearly calendar of events and event details. An event can be added to a calendar from a computer, a tablet, or smart phone. Once an event has been added to the calendar, additional details can be associated with the event. The calendar also allows files to be attached to each individual event. Items such as incident reports, supervisor sheets, etc. may be attached to an event and can be referred to at a later date.
 - **Time Clock** – is a feature used by employees to clock in and out for each shift that they work. Employees can clock in or out using their employee ID badge. If they do not have a badge, they can select their name from a drop-down menu. Managers can run an "on premise" report during shifts. The report will tell the manager how many employees are clocked in at that moment. The number will increase each time an employee clocks in and decrease each time an employee clocks out.
 - **Employee Performance Index (EPI)** – allows supervisors to evaluate their staff for each event, or day, they work. The drop-down menus allow for easy access, alphabetically, to all employees hired within the job number. When reporting, managers will be able to sort by each of the various fields: supervisor, employee, location, group, service type, date, performance rating and comments. Using the EPI reporting features allows managers to quickly see how an employee has performed.

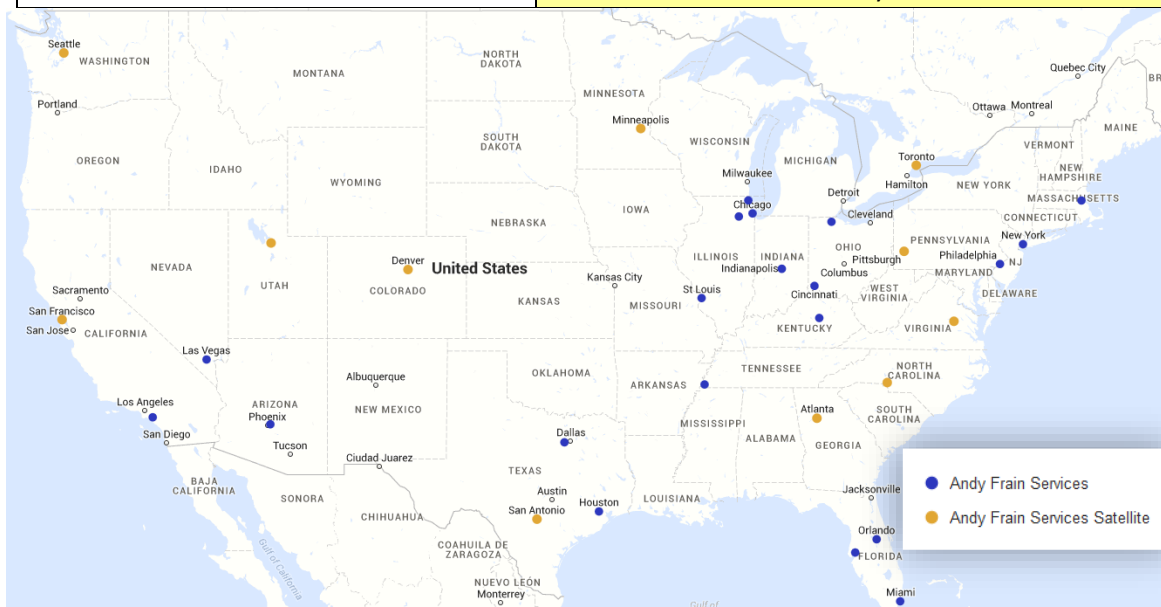


Incorporating technology into our service allows our trained and capable team to more efficiently and effectively provide the contracted services as well as many other services which benefit our clients. Additionally, particularly through the use of Equation® ASP and AFS Mobile Andy Frain clients are able to monitor contract Key Performance Indicators (KPI) and incidents in near real time to ensure that we are compliant with contract requirements and local, state and Federal regulations.

Qualifications and Experience

Founded in 1924, Andy Frain is an American owned, international security organization with 48 branch offices and service locations throughout the United States. Our 98-year-old company is privately held and managed from our corporate office in Aurora, Illinois and expanded its business portfolio in 2009 to include a technology company, Prism eSolutions. Andy Frain is licensed to provide security services in 50 states, including Illinois. Members of the Frain family remain active in the company to ensure Andy Frain's legacy of "Customer service is every employee's job" remains part of our core business philosophy. The Customer contract will be managed from our corporate office.

Business Information	
Legal Name of Company	Andy Frain Services, Inc.
Contact Name	David H. Clayton
Contact Title	President/CEO
Contact E-mail Address	dclayton@andyfrain.com
Company Mailing Address	761 Shoreline Drive, Aurora, IL 60504
Company Telephone Number	630 820 3820
Company Fax Number	630 820 3819
Company Website Address	www.andyfrain.com
Number of Employees (company)	More than 10,000 Nationally
Years of Experience	100
Number of U.S. Offices	48 Branch Offices Nationally





There are many reasons why our client's contract with Andy Frain including, but not limited to, the following:

1. Our History
2. Our Culture of Service
3. Our Trained and Capable Employees
4. Our Core Business Philosophies

Our History

Andy Frain was founded in 1924 by Andrew T. Frain, an entrepreneur who was certain that he could solve the perennial gate-crashing problem at Chicago Stadium hockey games. With a small group of professional ushers, he created an atmosphere of authority the stadium had never before seen.

The traditional blue and gold uniforms became a hallmark for the professionalism and superior customer service that Andy Frain employs to this day, almost 98 years later.

Today, Andy Frain is an American-owned professional services company with a rich history in serving the country, notably at important events such as the Olympics, the Pope's visit to Chicago, dozens of professional sports national championships and 20 national political conventions, to name a few. Our company has grown by reputation, not by acquisition, with 45 branch office and service locations throughout the U.S.

Our philosophy is to be a good corporate citizen and to maintain strong employee retention and recognition programs by believing in the dignity of our work and maintaining respect for the individual. *This philosophy has resulted in a 97% customer retention rate over the past 10 years.*

Andy Frain's size, financial strength and business philosophies allow us to be responsive to customer needs and to adapt quickly to the ever-changing business environment. We regularly compete against much larger, publicly held or foreign owned, security companies, and our success is evidenced by the major universities and Fortune 100 companies that we maintain as customers. Our clients are able to interface directly with Andy Frain's owners and senior executives in order to ensure swift and appropriate response to important business needs.

Andy Frain's method for contract service begins with a focus on people. We invest in our managers and crossing guards so they are trained and capable of living our tradition of *"Customer service is every employee's job"*. Our on-going system of quality audits ensures our customers a high level of service. We continually strive to develop new programs that will improve service and add value for our customers. This client-centric business model has a proven record of successful delivery of customer service, security and technology.



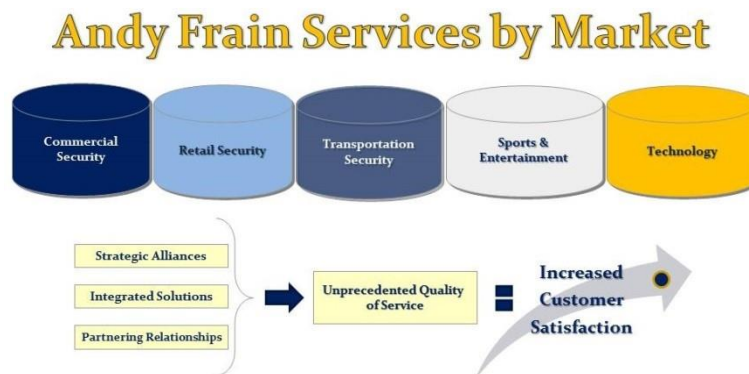
Andrew T. Frain, Our Founder



SAFETY Act Designated, Andy Frain is Comprised of Five Divisions

Commercial Security – Provides trained and capable crossing guards, security officers and screening personnel for government facilities, business and industrial clients, cultural facilities, education facilities, hotels, residential properties, and other public facilities across the nation. We provide solutions for access control, vehicle patrol, reception/concierge, perimeter/walking patrol, temporary security coverage, background screening, bicycle patrol, EMT/first responder, control room/CCTV monitoring and personnel, vehicle and package screening.

Retail Security – Provides trained and capable guards for shopping center facilities in order to successfully improve the safety and security for families, tenants, and all customers. Andy Frain understands that no retail facilities are alike and we customize our implementation/training/operations plans specific to the needs of our clients. Andy Frain also understands the need for continual communication and reporting. We provide solutions for access control, vehicle patrol, bicycle patrol, perimeter/walking patrol, security coverage, and EMT/first responder.



Transportation Security – Providing trained and capable guards and screening of cargo, packages and personnel for airlines, cargo terminals (air, land, and marine), rail yards, commuter terminals and the pleasure cruise industry. Andy Frain's Transportation Security Division specializes in security programs with government regulated entities.

Sports & Entertainment – Providing trained and capable pedestrian safety guards, customer service personnel, parking attendants, ushers, ticket takers, guest relations, and concierge personnel for public assembly venues. Andy Frain provides crowd engineering services, venue deployment security and event planning for professional and collegiate sporting venues and events, including the United States Golf Association and United States Tennis Association championships, NASCAR, NFL, NBA, NHL, MLB, concerts, stadiums and arenas, state fairs, festivals and expositions, and conventions and trade shows.

Technology – Prism eSolutions, a wholly owned subsidiary of Andy Frain, provides industry specific audit, incident management, document management, compliance, reporting and training applications in the educational, financial, government, healthcare, manufacturing and service sectors. Our technology platform has helped hundreds of companies achieve and maintain various ISO Certifications. This value-added component provides technical and compliance expertise; a unique differentiator in our ability to support our clients.



Our Culture of Service

Many companies will tell you that they emphasize customer service or have customer service training programs. However, since 1924, customer service has been more than a chapter in a training manual or a catch phrase to Andy Frain, it is a demonstrable part of our culture as evidenced by our history, and most recently, the International Customer Service Award won by the Amway Center (www.amwaycenter.com) due in no small part to the superior customer service provided by 650 Andy Frain employees.

Our culture of service is reflected in our mission statement:

"Our goal to exceed customer expectations is driven by the belief in the dignity of work and respect for the individual. We are committed to living the tradition of...
"Customer service is every employee's job."

A great Crossing Guard Program is a by-product of great customer service. Visitors who experience great customer service feel compelled to follow rules and cooperate with staff.

We honor our mission through our proprietary First Impressions program. First Impressions is more than customer service training; it is an immersion into our culture. First Impressions is about how you conduct yourself as a professional, how you treat others and how you create a world-class experience for everyone in everything that we do. The First Impressions culture emphasizes our commitment to exceeding expectations in all of our roles that interact with our customers (clients, guests, employees and our coworkers).





Andy Frain provides superior customer service and creates a lasting First Impression through:

- **Safety** – Our crossing guards are responsible for the safety of all customers and the quality of customer service each customer is treated with. Security, the safeguarding of people and property is an integral part of Safety. Our crossing guards consistently demonstrate that security and customer service are not mutually exclusive; we can safeguard people and property and still deliver superior customer service.
- **Service** – Each customer that we work with, we have the same goal; to exceed our customers' expectations. To do so, we ensure that all of our crossing guards know their position, their duties and responsibilities, their property, their appearance standards and how to interact with guests beyond their expectations. Security is a by-product of customer service.
- **Situation** – We understand that our crossing guards may encounter a diverse array of situations; each situation should be handled appropriately and in accordance with our customer's established policies and procedures. To ensure our crossing guards are properly trained and confident in handling various situations each manager and supervisor will train their crossing guards for various scenarios and emergency situations.
- **Solution** – In an effort to make sure all of our crossing guards are successfully trained our managers and supervisors incorporate problem solving procedures and role play into our training. Additionally, we audit our crossing guards to ensure that they understand their duties and responsibilities and how to do them promptly, correctly, pleasantly and safely.
- **Sincerity** – Crossing guards are trained to handle various situations while maintaining composure, authenticators, and compassion for customers. Crossing guards will acquire teamwork and communication skills throughout the training process that will help them grow as individuals and as part of the Andy Frain team.

Andy Frain has successfully implemented First Impressions throughout our company.





First Impressions – Case Study – The Amway Center

Opened in 2010 and owned by the Customer of Orlando, the Amway Center (www.amwaycenter.com) hosts major national events, sporting events, concerts and family shows. Home to the NBA's Orlando Magic, the Amway Center was designed to reflect the character of the community, meet the goals of the users and build on the legacy of sports and entertainment in Orlando. Andy Frain has proudly served the Amway Center since its opening and provides a staff of approximately 650 trained and capable crossing guards, peer security personnel, ushers, customer service representatives and other event personnel.

We first implemented the First Impressions program at the Amway Center in August of 2011 and, due in no small part to our program and our contribution to fan relations and stadium experience; the Amway Center has received the following awards:

- **2013 Customer Experience Award** presented during international The Stadium Business Summit in Manchester, England. The Stadium Business Summit is the largest dedicated meeting in the world of the owners, operators and developers of the world's leading stadiums, arenas and major sports venues. The criteria for a Customer Experience Award nomination requires that the stadium, arena or major sports venue consistently deliver outstanding levels of service at every stage of the customer journey. The Amway Center is the first U.S. facility to win this prestigious award.
- **2012 Sports Facility of the Year** presented by the Sports Business Journal at the prestigious Sports Business Awards in New York Customer, which annually recognizes excellence and outstanding achievement in the business of sports.
- **2012 Facility of Merit** at the National Sports Safety and Security Conference & Exhibition by the National Center for Spectator Sports Safety and Security (NCS4). This award recognizes a facility that has performed above and beyond normal operations to demonstrate an innovative approach to enhancing safety and security. The chosen facility may also have resolved a significant safety/security issue or incident. The award is selected by each professional league and the NCAA and presented annually by a league official.
- **2011 Best New Major Concert Venue** presented by POLLSTAR. Every year since 1984, POLLSTAR has invited a small exclusive group of industry professionals to consider nominations in specific categories for the POLLSTAR Concert Industry Awards. Winners are determined by votes from the international readership of POLLSTAR.
- **2011 Tops in the NBA in the Ultimate Standings** by ESPN The Magazine. ESPN's ninth annual Ultimate Standings ranked the Magic's stadium experience the best in the NBA and fifth overall among all teams from the NFL, MLB, NHL and NBA. The Magic ranked as the 16th best franchise overall and fourth best in the NBA when it comes to measuring how much a franchise gives back to fans in exchange for the time and money that they invest. The rankings were devised based on factors such as bang for the buck, fan relations, ownership, affordability, stadium experience, players, coaching and being on track to win a championship. The Magic earned high honors in fan relations (sixth among NBA teams) and stadium experience (first among NBA teams).
- **2011 Stadium Journey Top Ten** facility experiences. Stadium Journey's rating stated that the Amway Center employees "are among the friendliest stadium workers in the business."





Our Trained and Capable Employees

Andy Frain provides crossing guards that are trained and capable and committed to providing superior customer service. We expect our employees to know their duties and how to do them promptly, correctly, pleasantly and safely. Therefore, we carefully select employment candidates who possess the applicable work experience, background, skills and professional image necessary to interact with customers and co-employees. Selected candidates must project a positive image that is representative of the customer service expectations and security standards of our customers and our company.

We use a proven combination of facilitator led courses, web-based instruction and video instruction to ensure that our crossing guards are trained and capable. The facilitator lead, online and video instruction is a combination of proprietary materials, commercially available materials and materials developed by the United States Department of Homeland Security.

Each training session employs a combination of “tell, show, involve.”

- **Tell** – explain it in words.
- **Show** – demonstrate it live or use pictures, video, etc.
- **Involve** – practice it, perform it correctly.



It is not enough for the crossing guard to simply know the new material or method. They must be able to apply what they know and do it on a consistent basis and adapt to situations as they arise. Therefore, we evaluate the effectiveness of the training from start to finish.

- **Pre – Test** – determines knowledge or skills through written exam or performance test.
- **Mid – Course** – ensures that knowledge and skills are being understood/applied and, if necessary, make adjustments.
- **Post – Test** – determines improvement of knowledge or skills through written exam or performance test.
- **Comfort – Level** – determines how confident the crossing guard is in their new-found knowledge or skills and assists as necessary.



Training typically falls into the following categories:

- **Pre-Employment** – Any training required for state licensing.
- **Orientation – First Impressions** – the familiarization of a new or transferred employee to Andy Frain and the client location.
- **Initial Training / Basic Job Training / On the Job Training (O-J-T)** – The initial instruction of a new or transferred employee in safe job procedures for the work assigned.
- **Ongoing Training** – Planned training which upgrades knowledge, skills or abilities, resolves problems or is provided for professional development.
- **Recurrent / Refresher Training** – Training necessary to ensure compliance with state regulation or client contract and or for professional development.
- **Individual Contact / Coaching** – The unplanned training session conducted by a supervisor with an employee.

Each First Impressions program session includes:

- A client specific First Impressions training workbook, developed in coordination with our clients. The crossing guard keeps the workbook and is able to write notes and reference them well after the training session has been completed.
- Role-play exercises, mutually agreed upon with our clients, which emphasize safety, situation, service, solution and sincerity. Each crossing guard demonstrates a thorough understanding of their duties and how to do them promptly, correctly, pleasantly and safely while exceeding customer expectations.
- A written examination, mutually agreed upon with our clients, ensures that each crossing guard understands their duties and responsibilities.

Andy Frain uses our proprietary software, equation® ASP and the Employee Performance Index (EPI), to ensure compliance with training requirements, measure the mutually agreed upon Key Performance Indicators (KPI) and audit the knowledge, skills and abilities of our crossing guards assigned to our client facilities.





Our Core Business Philosophies

Andy Frain's core business philosophy is that when you treat people with courtesy, dignity and respect, they will be motivated to deliver quality service. This philosophy is echoed in our mission statement which states that "we are committed to living the tradition of *Customer service is every employee's job.*"

We believe the quality of our service is dependent upon hiring the right person for the right job and ensuring that they are trained and capable of performing the assigned tasks and committed to providing superior customer service. In short, we hire for attitude and train for skill because great security is a by-product of great customer service.

We select the right people for the job, from the communities we serve, and ensure that they are treated with dignity and respect and are trained and capable to deliver superior customer service in accordance with contract requirements and local, state and federal regulations.

We also take great pride in being a good corporate citizen; recruiting employees from the communities we serve while making charitable contributions to those communities as well.

The following are a few examples of the charities that Andy Frain has participated in over the last three (3) years:

- \$444,000 to National Teen Challenge
- \$16,000 to the McGraw Wildlife Foundation
- \$15,000 to Music for the World
- Donation of tickets and services to the Make-A-Wish foundation
- Donation of services to the Civil Rights Game in Memphis, Tennessee
- Donation of services to The John Buck Foundation Spring Fling, benefitting New Schools for Chicago

Andy Frain has also been recognized as a "Patriotic Employer" by the National Committee for Employer Support of the Guard and Reserve.





Our owners and senior executives are actively involved in the oversight of our contracts and, if necessary, run towards problems to ensure that they are resolved to our clients' satisfaction. Our vertical markets emphasize our "customer-centric" approach to service. This approach is summarized as follows:

- **We will demonstrate understanding by and perspective by:**
 - Knowing our clients' business models, recent performance and strategic priorities
 - Proactively addressing our client's concerns and issues
- **We will understand and exceed service expectations by:**
 - Learning our clients' cultures
 - Delivering timely, quality and service consistent with our clients' culture
- **We will provide the right people:**
 - Compatible with the clients' culture
 - Committed to providing superior customer service
- **We will provide industry insight by:**
 - Providing management technically qualified and knowledgeable about the clients' industry
 - Maintaining positive industry affiliations and networks



Operational Management

Susan Grimm
Aurora, Illinois

Susan Grimm, a former law enforcement officer, has provided outstanding security and safety management to the Andy Frain teams and customers since 2014. As Regional Director she is responsible for overseeing Andy Frain customers in the Suburban Chicago market. She is a 2000 cum laude graduate of Western Illinois University, where her major focus of study was Law Enforcement and Justice administration, with minor studies in drug pharmacology and psychology. Susan went on to graduate from the Police Training Institute in March 2001. Her law enforcement experience and training provide the needed security and safety development and implementation activities to transition a new customer into a successful life cycle operation.



References

Kevin Pini
Police Officer
Village of Hanover Park
2011 W Lake St
Hanover Park, IL 60133
630-823-5553
kpini@hpikl.org
Services: Pedestrian Safety

Officer Katie Kozlowski - Police Department
City of Des Plaines
1420 Miner St, Des Plaines, IL 60016
Phone: 847-391-5400
Email: kkozlowski@desplaines.org
Services: School Crossing Guards – 25 sites – 31 Guards
Dates of Service: 2022 – Current

John Benedetti
Assistant Superintendent
CCSD 93
230 Covington Dr
Bloomington, IL 60108
630-539-3290
benedej@ccsd93.com
Services: Pedestrian Safety

Kristine Provenzano, Deputy Chief
Village of Schaumburg
1000 W. Schaumburg Rd, Schaumburg IL 60194
Phone: 847-348-7226
Email: kprovenzano@schaumburg.com
Services: School Crossing Guards – 12 sites - 14 Guards
Dates of Service: 2016 - Current

John Filippi, Ed.D., SFO, Assistant Superintendent for Finance & Operations
Deerfield Public School District 109
517 Deerfield Rd., Deerfield, IL 60015
Phone: 847-945-1844
Email: jfilippi@dps109.org
Services: School Crossing Guards – 7 sites – 8 Guards
Dates of Service: 2021 – Current



Cost Summary Philosophy – Village of Hoffman Estates - Crossing Guard Program – 2024/2025 Academic Year

BILLING RATES – \$23.59 per hour supporting a program that works a split shift working 2 shifts a day and 1 post working 1 shift per day with a total of daily billable hours of 47 hours - \$23.59 per hour for a Field Supervisor supporting the program 6 hours per day.

CROSSINGS: 2 Crossing Guard Posts – 47 crossing hours per day for 181 school days – Field Supervisor needs to be funded to cover the times that the Crossing Guards are performing their duties plus scheduling and administrative time which requires 6 hours per day for 191 days.

BILLING HOURS: Annual estimated Crossing Guard invoice hours is 8,507 with a daily expense of \$1,109 per school day – Annual estimated Field Supervisor invoice hours is 1,146 with a daily expense of \$142 for 6 invoiced hours to cover the program support required.

ANNUAL ESTIMATED EXPENSE: \$227,851 is the estimated annual expense for the program support for the 2024/2025 academic year.

PERSONNEL NEEDED: – 1 Field Supervisor – 24 Crossing Guards – with a recommended 6 substitutes - the Field Supervisor is an automatic substitute Crossing Guard every school day and the substitute is only paid for shifts worked.

OUTSOURCING ADVANTAGES - SAVING THE CUSTOMER ON:

EQUIPMENT – Frain would assume all existing inventory of Crossing Guard equipment and will supplement it with new equipment as needed.

DAILY SCHEDULING AND COORDINATION

PAYROLL EXPENSE

FICA & MEDICARE

WORKMAN'S COMP INSURANCE

UNEMPLOYMENT INSURANCE

GENERAL LIABILITY INSURANCE

TRAINING

FIELD SUPERVISION

RECRUITMENT



HIRING PROCESS, INCLUDING BACKGROUND CHECKS

BENEFITS

SUBSTITUTES WILL NOT COME FROM THE CUSTOMER'S RANKS

Additional Summary Information

- Andy Frain will provide a non-billable account manager that will be available for response on a twenty-four hour per day basis.
- Andy Frain has an experienced corporate training department that will work with your department to ensure the staff assigned to your account has the necessary training to provide the safe movement of the school's children.
- Quality and Audit programs to measure the performance of the service provided.
- Our proposal price includes a Field Supervisor local to support the account during the school year.
- Andy Frain will be responsible for providing the needed substitutes/replacements to properly staff all the assigned posts.
- Working with your department, Andy Frain will have all the needed equipment to properly perform the Crossing Guard function.
- The above identifies that the Andy Frain proposal is a fully managed value-added solution which will not have to divert the customer's team members from their duties plus the cost of training, supervision, payroll, and legal responsibility moves away from the customer.
- Andy Frain takes on the responsibility of all the expense of a resource and provides the customer with a single hourly rate for the Crossing Guard service.
- Our corporate headquarters is in Aurora, Illinois for daily corporate support. The local branch office is in Hoffman Estates near NOW Arena.
- Andy Frain Services holds Insurance Protection that exceeds the standard coverage required.
- We have extensive experience in the education/campus safety and event staff functions that allow Andy Frain to perform the Crossing Guard function in a most professional manner.
- Andy Frain's employee benefit programs include insurance (the base being Health, Dental, and Life), recognition & pay increase programs.
- Andy Frain provides a detailed invoice that validates the accuracy of the monthly billing.
- Andy Frain Services' 100 years of Event Services experience in Pedestrian Safety and Parking Traffic Management at large venues allows our proposal to offer these services on a temporary or permanent basis in the school areas that your jurisdiction covers.



Andy Frain Services Applicant Background Checks for the Education/Campus Safety Division including the Crossing Guard accounts:

Multi-State Name and Address Background Check

Federal Name and Address Background Check

Illinois State Police Sex Offender Database Check

Illinois State Police Murderer and Violent Crimes Against Youth Information Database Check

US Department of Justice Nationwide Sex Offender Check

Live Scan Fingerprint Background Check (**Andy Frain Services has its own Live Scan systems authorized by the ISP and IDFPR**)

National Social Security Search

Patriot Act Search

OFAC Watch List Search

TRAINING

Andy Frain Services will provide each crossing guard with an orientation training session along with an on-going training program. All required and completed training is recorded and certified in the Andy Frain Human Resources Employee record.

The Basic Training Package consists of:

- Review of the Crossing Guard Job Description
- A Power Point Crossing Guard Training Presentation
- A Crossing Guard Training Video
- Distribution of Andy Frain Crossing Guard Handbook
- Crossing Guard Best Practices Guide

The Field Supervisor will provide mentoring, quality, and audit process for the New Hire Crossing Guard.

The Andy Frain training program will be Customer and Site centric. Andy Frain will work with the customer on incorporating their existing training into the overall training program.



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of July 26, 2024 (“Effective Date”), by and between Andy Frain Services, Inc. (“Contractor”), an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL. 60504, and Village of Hoffman Estates, IL (“Customer”), having its principal place of business at 1900 Hassell Road, Hoffman Estates, IL 60169 (collectively, the “Parties”).

UNDERSTANDINGS

1. Customer represents that it provides crossing guard services near schools in Hoffman Estates, Illinois (“School Crossing Locations”) as more fully described in Schedule 1 to this Agreement;
2. Contractor is in the business of supplying crossing guard personnel (“Services”) and is willing to furnish such services and personnel to Customer with respect to the Property and subject to the terms, conditions and provisions of this Agreement;
3. Customer 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 Customer hereby agree as follows:

AGREEMENT

1. Engagement. Customer and Contractor agree that Contractor shall furnish Services at the School Crossing Locations, and Contractor agrees to furnish Services at the bill rates set forth herein and subject to the terms and conditions of this Agreement.
2. Term. This Agreement shall be effective on July 26, 2024 and shall continue until July 31, 2025, with three (3) one-year options to renew, unless terminated earlier pursuant to the terms and conditions of this Agreement. Either party may terminate this Agreement upon thirty (30) days written notice for any or no reason, provided that Contractor shall be paid for all Services rendered prior to the effective date of the termination.
3. Services. As set forth in Schedule 1, Contractor shall furnish crossing guards (“Service Personnel”) as requested by Customer at the School Crossing Locations (collectively known hereinafter as the “Services” unless specifically identified otherwise). Contractor shall furnish its Services set forth in the Statement of Work(s) attached hereto and made a part hereof as Schedule 1 or any subsequent validly and mutually executed statements of work, subject to the terms, conditions, and provisions of this Agreement (“Statement of Work”). In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions set forth in Schedule 1 or any Statement of Work, the terms and conditions of this Agreement shall control.

Posts. Contractor’s Service Personnel shall be assigned to specific posts at the School Crossing Locations pursuant an agreed upon event security deployment. Any Post Orders prepared by or at the direction of Customer may also include information related to the assigned post, provided, however, 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.

Scope of Services. Services shall be provided in accordance with validly executed Statements of Work. The Parties agree that any change in the Services contemplated by this Agreement, including any modification, supplementation or reduction in Service Personnel, shall be made by a request in writing by Customer and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Customer and Contractor. If at any time Contractor believes that additional Service Personnel or related actions in excess of the Services expressly requested by Customer are necessary to properly furnish Services at the School Crossing Locations, Contractor may so inform Customer. However, the Parties agree that Contractor's responsibility is solely limited to providing Service Personnel, and Contractor has not been engaged by Customer as a consultant or otherwise to provide advice or an assessment of security, site evaluation or staffing needs at the Property, except as otherwise specifically stated herein. Contractor shall not be responsible for any decisions or security assessments made by Customer or anyone else, including pertaining to the sufficiency and assigned location of Service Personnel. 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.

Compliance. 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. Where non-security staff are requested and are not required to be licensed by applicable law, such personnel will not have security licenses.

Independent Contractor. Contractor is an independent contractor of Customer. All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Customer. Contractor shall pay all wages, all applicable taxes and shall comply with all other legal obligations as the employer of the Service Personnel. Under no circumstances shall this agreement be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Contractor or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the Village.

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 School Crossing Locations. A designated representative of Contractor shall, in turn, report and confer with a designated representative of Customer at the School Crossing Locations 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.

4. Personnel. Contractor agrees as follows:
 - a. 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. Additional training



specific to the execution of screening services will be provided by Customer, at Customer's sole expense.

b. At Contractor's sole cost and expense, Contractor shall provide each Service Personnel with a proper uniform. Customer shall provide Contractor with all necessary equipment, including screening devices and Personal Protective Equipment (PPE), at Customer's sole expense.

c. Contractor shall furnish Services in conformity with practices which are generally accepted and current in the security industry.

d. Contractor represents that Contractor has or will perform background checks for those Service Personnel 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 Customer shall be reimbursed by Customer.

5. 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. Any equipment required by Customer in addition to those items specifically identified in Schedule 1 shall be separately billable to Customer. Any equipment provided by Customer shall remain the property of the Customer. Contractor shall not be liable for the maintenance, calibration, performance, and/or accuracy of equipment provided by Customer.

6. Obligations of Customer. Customer agrees as follows:

a. Customer 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. Customer 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 Customer materially alters any express instructions or directions given by Contractor to the Service Personnel or if Customer assumes any material supervision over the Service Personnel, Customer shall be solely liable for any and all such alterations or supervision and Customer 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, Customer shall provide Contractor with such information, including the Post Orders concerning the School Crossing Locations or sufficient information to enable Contractor to prepare Post Orders as are necessary for Contractor to furnish the Services pursuant to this Agreement.

d. Customer shall provide Contractor with information Customer has pertaining to the School Crossing Locations necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the School Crossing Locations, 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, if necessary.

e. Customer represents it is duly authorized to retain Contractor to provide Services to execute this Agreement.

7. Compensation.

a. Bill Rates. Customer shall pay Contractor for the Services at the rates set forth in Schedule 1.

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

c. Payment. Payments 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 Customer to Contractor within thirty (30) days from the date Customer 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 Customer. Customer 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 Customer 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 School Crossing Location 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, collective bargaining agreement, or operational needs 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 Customer with written notice of such desired adjustment. Within thirty (30) days of receiving such notice of desired adjustment, Customer 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.

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



Customer its officers, employees and directors as Additional Insureds on Contractor's General Commercial Liability and Auto liability insurance policies.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless the Village of Hoffman Estates its officers, members, affiliates, subsidiaries, and employees from and against any and all losses, claims, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, in connection with or resulting from: (i) the failure to comply with any applicable law or regulation or breach of this Agreement by Contractor or any of its employees, agents or contractors; (ii) negligent performance of the Services by Contractor or any of its employees, agents or contractors; (iii) the acts or omissions, including negligence or willful misconduct, of Contractor or any of its employees, agents or contractors. It is further the intent of this Agreement that this indemnity provision and this Agreement is deemed a written agreement for indemnity under the Illinois' Workers' Compensation laws. Neither party shall be liable to the other for any indirect, special, consequential or punitive damages, as such damages are defined under applicable laws. This Section 9 shall survive the expiration or earlier termination of this Agreement.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Customer from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the negligence of Customer or its directors, officers, agents, or employees; (ii) arising from Customer's business decisions, Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury (including death) to any person, including an employee of Contractor, or property damage arising from a slip, trip or fall due to any premises defect or Customer-owned/maintained (either by Customer or its vendor) property while on or near the premises of Customer. It is expressly understood and agreed that Contractor is not liable nor responsible for any maintenance or construction services or injuries caused thereby, including but not limited to elevator or escalator maintenance, concrete, sidewalk, walkway, tile, carpeting (or floor/ground/stair covering of any kind), pavement, curb, roadway, traffic control systems, traffic signs, pavement markings, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage, debris, food, water or transient substance removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Customer, or protect any persons entering onto Customer's property, from conditions of the premises, including the foregoing, other than those obvious during reasonable inspection and which pose an immediate danger to persons permitted on the Property.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury or illness caused by any person entering onto Customer's property. Contractor does not warrant nor represent that its Services will prevent any injury or illness caused by any person entering onto Customer's property.

10. 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 Customer arising 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.

11. 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, neither Customer nor Customer's vendors, contractors, employees, representatives, or affiliates shall 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.

12. Force Majeure. In the event that 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, failure of communication equipment, epidemic, pandemic, endemic, fire, flood, weather-related issue, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency, or other cause reasonably beyond the control of the Parties ("Force Majeure"), this Agreement (and payment for Services hereunder) may be suspended by either Party for the duration of such halted or decreased operations, on twenty-four (24) hours' notice addressed by the affected Party to the other Party. Notwithstanding the foregoing, Customer shall pay, in accordance with the terms hereof, Contractor for all Services provided or scheduled to be provided prior to such suspension of, or decrease in, operations

In the event that Contractor is prevented from completing this contract 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.

13. 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 Customer'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.

14. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by electronic mail, by hand, by overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Party at its address, as set forth below:

Customer: The name and address identified by Customer in Schedule 1.

Contractor:

Andy Frain Services, Inc.



761 Shoreline Dr.
Aurora, IL 60504
Tel: (630) 820-3820
Attention: David Clayton, President
Copy: Stacey McGlynn Atkins, General Counsel

Notices will be effective on the first business day following receipt thereof. Notices sent by certified mail or courier will be deemed received on the date of delivery as indicated on the return receipt or delivery notice; notices sent by facsimile will be deemed received on the date transmitted as indicated on the facsimile transmission confirmation page. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given, shall not affect the validity or the effectiveness of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, either Party may from time to time, at any time change its contact information listed above in this section 14 (*Notices*).

15. 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.

16. Confidentiality. By virtue of the Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information means any and all technical and non-technical information provided by either Party to the other, including but not limited to trade secret, and proprietary information of all types, including, but not limited to, business methods, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning financial information, procurement requirements, purchasing, manufacturing, customer lists, customer data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties. Each Party shall permit access to Confidential Information of the other Party only to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 16 with regard to a disclosure that was in response to a valid order by a court or other governmental body or otherwise required by law, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment



of such information. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. Nothing shall prevent either party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or from disclosing the Confidential Information to a governmental entity or pursuant to lawfully issued subpoena as required by law. This Section 16 shall not prevent the Customer from complying with its obligations under the Illinois Freedom of Information Act and any disclosure notices under this Section 17 shall not apply with regard to the Customer's performance of its obligations under the Illinois Freedom of Information Act. The Contractor agrees to cooperate with Customer to the extent needed to comply with Customer's obligations under the Illinois Freedom of Information Act and agrees to indemnify and hold harmless the Customer from any damages or claims arising out of Contractor's failure to cooperate with Customer in fulfilling its obligations under the Illinois Freedom of Information Act.

17. Entire Agreement. This Agreement, including all Exhibits, Schedules and Statements of Work hereto (which are incorporated herein by reference), constitutes the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, between the Parties concerning the same, whether written or oral. Should any term contained in any Exhibit conflict with any provision of this Agreement, the provision contained in this Agreement controls, unless the term contained in the Exhibit expressly states otherwise. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein.

18. Modifications and Amendments. This Agreement shall not be modified or amended in any respect except by written instrument duly executed by or on behalf of each of the Parties. Any language or provisions contained on either Party's website or product schedule or contained in any shrinkwrap or "clickwrap" agreement, shall be of no force and effect and shall not in any way supersede, modify or amend this Agreement.

19. 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.

20. 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.

21. 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 Customer 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.

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: _____
Laura Grund
Executive Vice President
Date: _____

VILLAGE OF HOFFMAN ESTATES, IL

By: _____
Name: _____
Title: _____
Date: _____



SCHEDULE 1

STATEMENT OF WORK

This Statement of Work (“Statement of Work”) is entered into as of July 26, 2024 (the “Effective Date”) by and between Andy Frain Services, Inc., an Illinois corporation having a place of business at 761 Shoreline Dr., Aurora, IL 60504 (“Contractor”) and Village of Hoffman Estates, IL (“Customer”), having its principal place of business at 1900 Hassell Rod., Hoffman Estates, IL 60169. Contractor and Customer may be collectively referred to herein as the “Parties”. All capitalized terms used but not otherwise defined in this Statement of Work shall have the meanings ascribed to such terms in the Agreement (defined below).

WHEREAS, the Parties entered into that certain Service Agreement (the “Agreement”);

WHEREAS, the Parties desire to execute this Statement of Work which is issued pursuant to the Agreement;

WHEREAS, the Parties agree that this Statement of Work shall be incorporated by reference into the Agreement;

Now therefore, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. The Services shall consist of physical crossing guard personnel furnished for Customer at the Property (defined below).

2. Term. The Term of this Statement of Work shall be from July 26, 2024 to July 31, 2025, with three (3) one-year options to renew.

3. Service Location. At such specific locations pursuant to written post orders (defined below) (“School Crossing Locations”): to include Fairview East, Fairview West, Washington Blvd & Orange, Hassell Rd & Jones Rd, Glendale & Washington, Bode Rd & Grand Canyon, Bode Rd & Salem Dr, Hillcrest & Fremont, Jones Rd & Evergreen, Hillcrest & Jones, Higgins Rd & Gannon Dr, Golf Rd & Gannon Dr, Kingsdale & Blair, Hassell Rd & Chippendale, Hillcrest & Chippendale, Kensington & Hassell Rd, Kensington & Georgetown, McDonough & Heron, Shoe Factory Rd & Maureen Dr, Winston Dr & Winston Ln, Haman & Westbury, Thornbark & Westbury and Freeman Rd & Eisenhower Cir.

4. Scope of Work. Provide crossing guard personnel at the Property pursuant to Customer’s requested post orders.

5. Rates. Contractor shall provide the Service Personnel and any necessary equipment at the below hourly rate:

Service Personnel	Regular	Overtime	Holiday
Crossing Guards	\$23.59	\$35.39	\$35.39



Crossing Guard Supervisor	\$23.39	\$35.39	\$35.39
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Included:

All management and administrative cost; industry standard security officer training and state certification (for licensed positions)

Pre-employment drug screening

All uniforms, payroll and associated expense

All recruiting, screening and hiring expense

Workers Compensation, Auto, and General Liability Insurance

Additional coverage hours requested by Customer beyond those set forth in the Deployment will be billed at standard bill rates with one-week advance notice, additional coverage hours without one-week advance notice, will be billed at 1 1/2 time the standard bill rate.

Holiday pay and bill rates will be 1-1/2 times the normal rate.

Holidays: New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

Invoicing: a) due net 30.

Invoices shall be sent to Mark Wondolkowski at mark.wondolkowski@vohe.org.

6. This Statement of Work shall be incorporated into the Agreement by reference.

7. The Parties hereby acknowledge that this Statement of Work may contain terms and conditions that conflict with the terms and conditions of the Agreement. To the extent of any such conflict, the Parties agree that the terms and conditions of the Agreement shall control. In addition, the Parties agree that the Agreement shall not be modified, supplemented, or amended by the terms of any invoice, purchase order, and/or other document.

IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work as of the first date written above.

CONTRACTOR:
ANDY FRAIN SERVICES, INC.

CUSTOMER:
VILLAGE OF HOFFMAN ESTATES, IL

By: _____
Laura A. Grund
Executive Vice President
Date: _____

By: _____
Name: _____
Title: _____
Date: _____