



COMMITTEE OF THE WHOLE

Monday, July 21, 2025
 immediately following the City Council Meeting at 7pm
 City Hall Council Chamber
 109 James Street
 Geneva, IL 60134

Ald. Mark Reinecke, Chair

AGENDA

1. **Call to Order**
2. **Approve Committee of the Whole Minutes from July 7, 2025.**
3. **Items of Business**
 - a. Consider Draft Resolution Authorizing the City Administrator to Execute a Contract with Era-Valdivia Contractors, Inc. for a total not-to-exceed amount of \$445,500 for Kirk Road Water Tower Painting.
 - b. Consider Draft Resolution Authorizing Execution of a Service Agreement with All City Management for Crossing Guard Services.
4. **Public Comment**

When recognized by the Chair, proceed to the podium, state your name for the record, and provide your public comments. Please understand this is your time to be heard and the public body's time to listen. No discussion or debate will follow.
5. **New Business**
6. **Closed Session on the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body (5 ILCS 120/2(c)(1))**
7. **Adjournment**

ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City at least 48 hours in advance of the scheduled meeting. The City can be reached in person at 22 S First Street, Geneva, IL, or by telephone at (630) 232-7494. Every effort will be made to allow for meeting participation. Notice of this meeting was posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

GENEVA COMMITTEE OF THE WHOLE MEETING MINUTES**Monday, July 7, 2025**City Hall Council Chambers
109 James St., Geneva, IL 60134

Elected Officials Present: Mayor Burns, Ald. Bowring, Ald. Furnish, Ald. Kilburg, Ald. Kosirog, Ald. Malecki, Ald. Marks, Ald. Mayer, Ald. Palmquist, Ald. Paschke, Ald. Reinecke, Clerk Kellick.

Elected Officials Attending by Teleconference: None.

Elected Officials Absent: None.

Others Present: City Admin. Dawkins, City Asst. Admin. McCready, City Attny. Sandack, Supt. Holton, Supt. Javed, Supt. Van Gyseghem, Dir. Babica, Dir. DeGroot, Dir. Milewski, Dir. Tymoszenko, Asst. Dir. Landers, Chief Passarelli.

Others attending by video or teleconference: None.

Call to Order

Ald. Furnish, serving as chair, called the meeting to order at 7:38 PM noting all council members were present.

Approve Committee of the Whole Minutes from June 16, 2025, Special Committee of the Whole Minutes from May 12, 2025, and Special Committee of the Whole Minutes from June 23, 2025

Moved by Ald. Kosirog, seconded by Ald. Palmquist.

MOTION CARRIED by voice vote 10-0.

Items of Business

Consider Draft Resolution Authorizing an Agreement with All City Management for Crossing Guard Services.

Moved by Ald. Kilburg, seconded by Ald. Kosirog.

On a question by Ald. Paschke, Chief Passarelli stated that guards work 30 minutes each morning and evening, five days a week. The goal of the department is for new hires to be independent contractors. All City Management would pay \$23.50 per hour instead of the current \$22.50 per hour.

On a question by Ald. Bowring, Chief Passarelli answered that there is only one alternate because advertising for the position resulted in no applicants. Ald. Bowring stated that increasing compensation may help to increase recruitment. Admin. Dawkins noted while recruitment is one driving factor the process of contracting out for crossing guards began in 2010, with the goal to eventually contract all the work out to transfer liability and risk management to a third party.

On a question by Ald. Malecki, Admin. Dawkins stated that school districts have traditionally declined to pay for crossing guards when asked.

Several Alderpersons expressed that a higher salary may attract more applicants.

Moved by Ald. Marks, seconded by Ald. Paschke to postpone discussion to the July 21 Committee of the Whole meeting.

On a question by Ald. Bowring, Chief Passarelli stated that the City would retain the current crossing guards and that the goal was to have the transition in place by the school year on August 22.

Roll call:

AYES: 9 (Bowring, Furnish, Kilburg, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)

ABSENT: 0

NAYS: 1 (Kosirog)

MOTION CARRIED

Approve Resolution Authorizing an Economic Incentive Agreement by and Between the City of Geneva and Nick and Jim Nicolaou for 427 and 421 E. State Street – Honeybird.

Moved by Ald. Paschke, seconded by Ald. Kilburg.

MOTION CARRIED by voice vote 10-0.

Consider Draft Resolution Authorizing the Execution of a Contract with Vons Electric, Inc. in the Amount of \$235,825.00 for Replacement Generator at the Police Department.

Moved by Ald. Marks, seconded by Ald. Bowring.

On a question by Ald. Kosirog, Admin. Dawkins stated that the generator could be moved or installed elsewhere if needed.

MOTION CARRIED by voice vote 10-0.

Consider Draft Resolution Authorizing the Execution of a Professional Services Agreement with Bodwe WBK Engineering to Provide Construction Oversight for Public Improvements.

Moved by Ald. Bowring, seconded by Ald. Kosirog.
MOTION CARRIED by voice vote 10-0.

Consider Draft Resolution Authorizing the Execution of a Memorandum of Agreement with MIF Geneva Park-J, LLC and MIF Geneva Park-M, LLC to Extend Watermain Improvements in Accordance with the Pipeline Crossing Agreement Dated December 20, 2021.

Moved by Ald. Bowring, seconded by Ald. Paschke.
MOTION CARRIED by voice vote 10-0.

Consider Draft Resolution Authorizing Approval of a Proposal from Associated Technical Services Ltd. for a Water System Leak Detection & Location Survey in an Amount Not-to-Exceed \$35,000.00.

Moved by Ald. Paschke, seconded by Ald. Marks.

On a question by Ald. Malecki, Supt. Van Gyseghem stated that if a leak occurs on the homeowner's property, a letter is sent to the owner notifying them that they have 30 days to correct the leak. On another question, Supt. Van Gyseghem noted that acoustical testing is used to detect leaks.

MOTION CARRIED by voice vote 10-0.

Consider Draft Resolution Authorizing the Purchase of a 2026 John Deere 624P 4WD Loader from West Side Tractor in an Amount Not to Exceed \$273,062.26.

Moved by Ald. Bowring, seconded by Ald. Paschke.
MOTION CARRIED by voice vote 10-0.

Consider Draft Resolution Authorizing the Purchase of a Falcon 3-Ton Asphalt Recycler and Hot Box Trailer from Midwest Paving Equipment, Inc.

Moved by Ald. Marks, seconded by Ald. Paschke.
MOTION CARRIED by voice vote 10-0.

Public Comment

Resident Elaine Haughan noted that she would like to see wind phones installed in Geneva. She explained that a wind phone is a symbolic tool for dealing with grief in which a tactile non-working phone is installed in nature and mounted to a bench or post in the community. One can dial a loved one's number to talk. The concept began in Japan by a gardener after the 2011 tsunami which helped community

members with their grief. Ms. Haughan explained that her son passed away at age 18. She now has over 12 people working with her on this idea for the community.

Admin. McCready passed out postcards to City Council members and stated that SPAC chair Melanie Mannon would be reaching out to council members about SPAC's annual community update event to be held July 29 at the library. He asked that councilmembers pass out the cards to anyone wanting to learn more about the strategic plan.

New Business

None.

Adjournment

On a motion by Ald. Mayer, the meeting was adjourned by unanimous voice vote at 8:38 PM.

- Submitted by Clerk Kellick



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Kirk Road Water Tower Painting		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	August 4, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QIS-1			
Estimated Cost: \$405,000.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>Painting of the Kirk Road Water Tower is included in the FY26 budget. The project was advertised in the Daily Herald and the City website. Nine bids were received. After review of the bid submittals by Fehr Graham Engineering, the recommendation is to award the contract to Era-Valdivia Contractors, Inc. Chicago, IL. The first three low bidders had a combination of problems with the bid documents submitted including being disbarred from working in Illinois by the Illinois Department of Labor, unsigned and missing bid documents, and no history of working in Illinois. Staff concurs with the recommendation by Fehr Graham. The bid by Era-Valdivia of \$405,000.00 is below the budgeted amount of \$700,000. In comparison, the Dodson St. Water Tower, which is the same size as the Kirk Rd. Water Tower, was repainted in 2020 at a cost of \$579,991.00. A 10% contingency is recommended to be included in the overall not-to-exceed amount to account for any unforeseen field changes that may occur. Any field changes (Change Orders) must be approved by the City Administrator to be applied to the contingency. The tower will be sandblasted and painted with the same colors and logo that was applied to the Dodson St. Water Tower.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Engineer's Recommendation • Resolution 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of Resolution authorizing the City Administrator to Execute a Contract with Era-Valdivia Contractors, Inc. for a total not-to-exceed amount of \$445,500.00</p>			

July 16, 2025

Bob VanGyseghem
Superintendent of Water & Wastewater
City of Geneva
22 South First Street
Geneva, IL 60134

RE: Kirk Road Water Tower Painting
Bid Evaluation and Recommendation

Dear Bob,

Bids were opened for the Kirk Road Water Tower Painting project on July 14, 2025. Fehr Graham has reviewed the bids. Bids were received from nine bidders. The following is a summary of the bids:

CONTRACTOR NAME	BID PRICE (FALL 2025)	ALTERNATE (SPRING 2026)
Five12 Painting - Remodeling LLC	\$289,123.00	\$304,123.00
E&L Contractors, Inc.	\$372,000.00	NO BID
Seven Brothers Painting, Inc.	\$384,300.00	\$404,300.00
Era-Valdivia Contractors, Inc.	\$405,000.00	\$435,000.00
Tecorp, Inc.	NO BID	\$554,500.00
Inspec Coatings, Inc.	\$600,000.00	\$449,000.00
Jetco, Ltd	NO BID	\$692,061.00
Maxcor, Inc.	\$749,868.00	\$749,868.00
Pittsburg Tank & Tower Co., Inc.	\$915,625.00	\$853,125.00

A tabulation of the first five bids is attached to this letter. The engineer’s estimate was \$890,000. The lowest bid was 68% below the engineer’s estimate. The remaining bids were 58% lower to 3% higher than the engineer’s estimate.

The two lowest bidders did not demonstrate similar experience in Illinois and/or submitted the incorrect bid form. These discrepancies led to the disqualification of their bids. The third-lowest bidder is debarred from participating in any public works project in Illinois for a period of four years, effective May 5, 2025.

The fourth-lowest bidder is Era Valdivia Contractors, Inc. Fehr Graham believes Era-Valdivia Contractors, Inc.’s bid is reasonable, and they have an understanding of the scope of work. Fehr Graham recommends an award to ERA-Valdivia in an amount totaling \$405,000 for construction in Fall 2025.

Fehr Graham recommends that the City of Geneva award this project to the contractor at the next City Council meeting.

July 16, 2025
Bob VanGyseghem, City of Geneva
Kirk Road Water Tower Painting
Page 2

Thank you for this opportunity to serve the City. We look forward to the successful completion of this project.

Very Truly Yours,

A handwritten signature in blue ink that reads "Elisa P. Bonkowski". The signature is written in a cursive style.

Elisa P. Bonkowski, P.E.

EPB:lar

O:\Geneva, City of\25-725 Kirk Road Water Tower Painting\PA Final\Bid Review Letter-2025 -07-15_Geneva.docx

RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING EXECUTION OF
Contract for Painting the Kirk Road Water Tower**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Era-Valdivia Contractors, Inc., related to the painting of the Kirk Road Water Tower in an amount not to exceed \$445,500 inclusive of 10% contingency (see Exhibit A).

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

BID TABULATION
 City of Geneva, Illinois
 Kirk Road Water Tower Painting
 Project No. 25-725
 July 14, 2025: 10:00 a.m.

773-721-9350

Bid Security
Total Base Bid (Fall 2025)
Total Alternate (Spring 2026)
 Acknowledge Receipt of Addenda

1	2	3	4	5
Five12 Painting & Remodeling LLC	E&L Contractors, Inc.	Seven Brothers	Era-Valdivia Contractors	Tecorp, Inc
DISBARRED IN ILLINOIS				
5.2%	5%	5%	5%	5%
\$ 289,123.00	\$ 372,000.00	\$ 384,300.00	\$ 405,000.00	NO BID
\$ 304,123.00	NO BID	\$ 404,300.00	\$ 435,000.00	\$ 554,000.00
✓	Did not use correct bid form	✓	✓	✓

Certifications

Affidavit of Experience
 Certification for Bid
 Certification of Compliance with Section 11-42.1-1 of the IL Municipal Code (r
 Certification for a Drug Free Workplace
 Certification of Compliance of ILCS Ch. 65, Sec 11-42.1 (p.24)
 Certification of Non-Disqualification under ILCS, Ch 720, Sec 33E-11 (p.25)
 Certificate of Compliance with Safety Standards
 Performance Bond
 Payment Bond

No similar projects in Illinois	No similar projects in Illinois			ILLINOIS
x	x	x	x	x
x	x	x	x	x
x	x	x	x	x
x	x	not included	x	not included
x	x	not included	x	not included
x	x	not included	x	not included



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Contract Crossing Guard Services with All City Management Services		
Presenter & Title:	Chief of Police Eric M. Passarelli		
Date:	July 21, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QIS-1			
Estimated Cost: \$90,504.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The City of Geneva provides crossing guard services at six (6) crossings within our corporate limits. They are a combination of independent contractors and City of Geneva employees. There were 104 crossing guard absences last school year that resulted in required crossing coverage. 54 of the absences were covered by community service officers or police officers. An RFP was utilized to obtain proposals for a 3rd party vendor to manage the program. This was done to assure community service officers and police officers were available for 911 calls for service and to mitigate liability for the City of Geneva. Two vendors submitted proposals. All City Management Services is recommended based upon the cost and the feedback of references. I personally spoke with representatives from Normal IL, Urbandale Iowa, and Lenexa Kansas. All references were very pleased with the work product provided by All City Management Services. Normal IL is presenting a three-year extension to their city council on 7/21. If the decision is made to not move forward with this proposal, we would recommend transitioning all current school crossing guards from independent contractors to employees of the city of Geneva.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Bid Tab Sheet • All City Management Proposal • Resolution • Draft Service Agreement 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Consider Recommendation of Resolution Authorizing Execution of a Service Agreement with All City Management for Crossing Guard Services.			

ALL CITY MANAGEMENT SERVICES

“The Crossing Guard Company”

**A Proposal for
City of Geneva
School Crossing Guard Services**

June 16, 2025

Presented by

Copy



David Mecusker, Marketing & Contracts Manager
10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325
EMERGENCY DISPATCH: 877.512.2267
www.thecrossingguardcompany.com

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COMPANY INFORMATION



ALL CITY MANAGEMENT SERVICES

June 2, 2025

Matt Dean
 City of Geneva
 RFP - School Crossing Guard Services
 20 Police Plaza, Geneva, IL 60134

Dear Deputy Chief,

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to serve the community of Geneva. All City Management Services has considerable experience in the Midwest, as well as nationally and this makes ACMS well qualified to meet the needs of the City of Geneva School Crossing Guard program.

We have received the Request for Proposal and have reviewed the Scope of Work and Proposal Requirements. We agree to have the terms and conditions set forth and will comply with the requirements contained within the RFP and its addendums.

With over forty years (40) of experience providing School Crossing Guard services at a national level, ACMS understands what it takes to provide a model School Crossing Guard program. Currently ACMS has over 9,000 locations in over 22 states, and our national staffing average is 99%, and every day we strive to get to 100%. While ACMS hangs our hat on our training and strong management, staffing is the biggest benefit we bring to each and every agency we contract with. Our National Recruiting Manager and her team work tirelessly to target tough to staff areas and continue to work with local supervision to ensure we have the right personnel in place for our clients.

Our experience in this industry has provided ACMS with a unique understanding of the compensation levels needed to sustain a model School Crossing Guard program. Any compensation for less than two (2.0) hours daily typically results in decreases in job satisfaction, causes financial strain and can have employees feeling undervalued, which typically causes them to seek employment opportunities elsewhere. Staffing levels in most positions have been historically tied to competitive compensation. All this to say that ACMS would look to provide a minimum of 2.0 hours of daily compensation at a competitive hourly rate of pay for the School Crossing Guards in the City of Geneva program.

We feel very confident in our ability to effectively and efficiently serve the community of Geneva. Our goal is simple, to relieve the City of Geneva Police Department of the day-to-day responsibilities of managing a model School Crossing Guard Program. As your full services provider, we will assume complete responsibility for the day-to-day operations of the School Crossing Guard Services program.

This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision, and management of the program. We will maintain local supervision, alternate guards, a paging system, and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

With the develop of our "Crossing Guard App" we have revolutionized the way timekeeping, transparent oversight and real time data impact a School Crossing Guard Services program. With this "App" we geofence each location serviced in the programs we manage, with guards only able to clock in using this "App" when they are physically on site. In real time our Area Supervisors can see which locations have guards checked in and within a minute of a scheduled shift if someone has not checked in our Area Supervisor will get a text message with a link to call the guard on their phone. This technological advancement not only improves the efficiency of timekeeping but also assists our recruitment team with data on which zip and area codes to target based on staffing data.

Each program we manage benefits from the technological advancements we have made and our benchmark training model. We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well as the development of rigorous training. This includes our "**Employee Handbook for School Crossing Guards**" which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, Independent Field Observations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of providing School Crossing Guard Services for the City of Geneva Police Department. If you have any questions, please feel free to contact me at 800 540-9290.

Sincerely,



David Mecusker
Marketing & Contracts Manager
david@thecrossingguardcompany.com



ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently employ over 9,000 School Crossing Guards dedicated to safety, serving cities, towns, communities, schools and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as *“The Crossing Guard Company”*. We have successfully privatized the Crossing Guard programs for over 330 agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

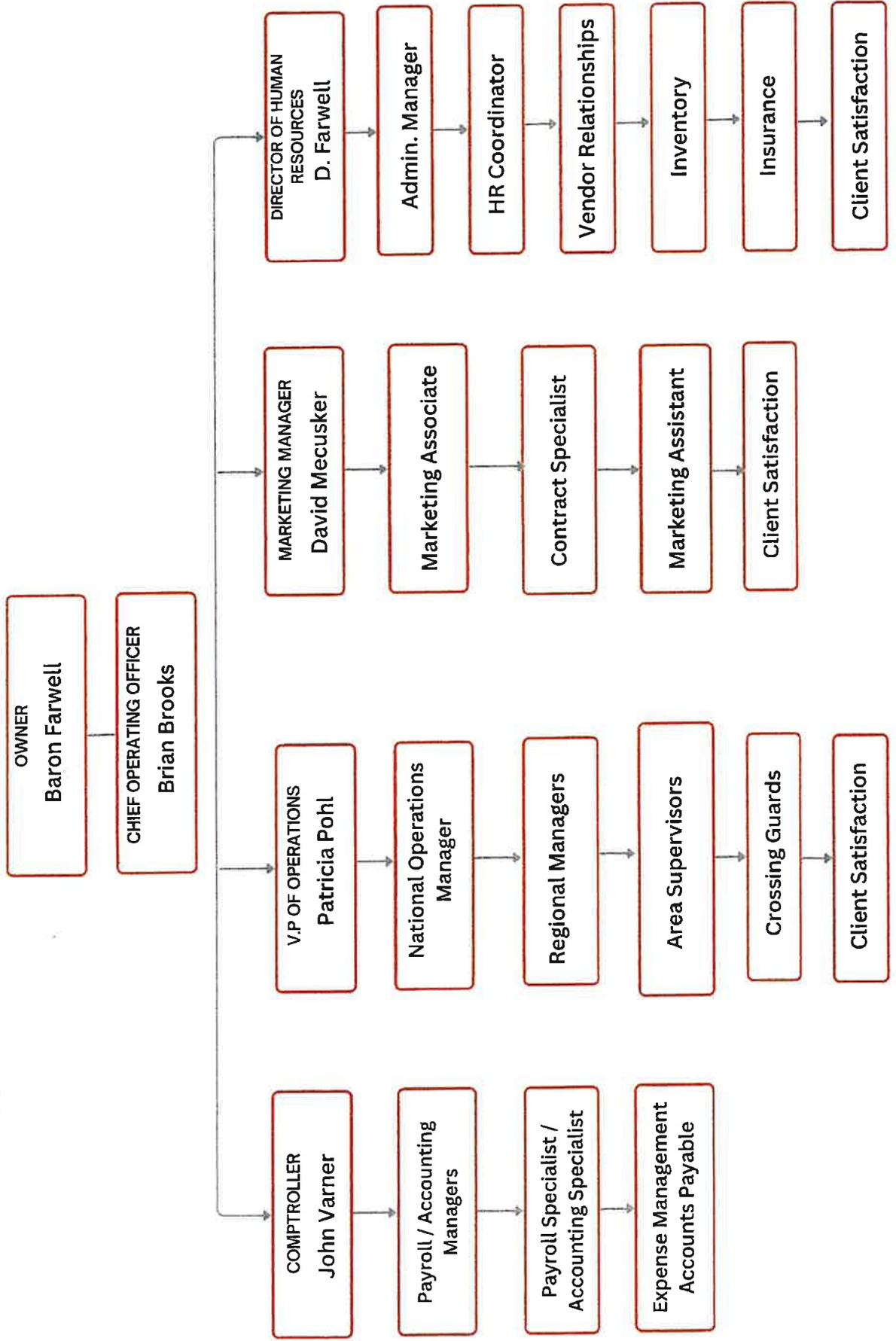
One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 40 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision and safety.

Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies and procedures to benefit all Crossing Guards in all the cities, towns and communities we service.



ALL CITY MANAGEMENT SERVICES



QUALIFICATIONS

Qualifications Statement

All City Management Services, Inc. (ACMS) Serving over 330 cities, counties, and school districts, we have successfully privatized both large and small Crossing Guard programs. ACMS currently employs over 9,000 Crossing Guards who are supported by locally assigned Area Supervisors. We have experience managing small programs, mid-size programs and large programs in excess of 100 crossing guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges. Our understanding of the unique challenges presented by a School Crossing Guard Services program; guard scheduling, geography, school locations and demographics, makes us well qualified to meet the unique demands of this program including summer school requirements.

Our ability to service the City of Geneva School Crossing Guard Services program is supported by our current success operating many programs throughout the Mid-West and elsewhere. We currently manage the following programs in the Mid-West; Normal, IL; Bloomington, IL; Munster, IN; Des Moines, IA; West Des Moines, IA; Overland Park, KS; Shawnee, KS; Olathe, KS; Grand Rapids, MI; Wyoming, MI; Appleton, WI; West Allis; WI, Shorewood, WI; Wauwatosa, WI, Green Bay, WI and many others.

We currently provide services in over twenty-two (22) states across the nation, some of these other clients include: Carlsbad Municipal Schools, NM; City of Dallas, City of Fort Worth, City of Irving, City of Odessa, Highland Park ISD, Village of Ridgewood, NJ; Town of Westfield, NJ; Teaneck Township, NJ; Village of Freeport, NY; Danbury, CT; Portland Public Schools, ME; County of Frederick, MD; Town of Cary, NC, Cleveland Heights, OH; Las Vegas, NV; Pasadena, CA; Beverly Hills Unified School District, , the County of Los Angeles, and numerous other municipalities.

Another defining component that distinguishes ACMS as the industry leader is our focus on exclusively providing School Crossing Guard services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

COST



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Geneva, IL** Crossing Guard Program.

Year 1 (25/26) Hourly Rate: Forty-one Dollars and Ninety Cents (**\$41.90**) per hour, per guard. This pricing is based upon 6 crossing guards compensated an average of 2.0 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 2,160 hours, we project a **Not to Exceed price of \$90,504.**

Year 2 (26/27) Hourly Rate: Forty-three Dollars and Sixteen Cents (\$43.16) per hour, per guard with a Not to Exceed price of \$93,226.

Year 3 (27/28) Hourly Rate: Forty-four Dollars and Forty-four Cents (\$44.44) per hour, per guard with a Not to Exceed price of \$95,990.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Geneva** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

Chief Operating Officer: Brian Brooks:

Marketing Manager: David Mecusker:

Contract Specialist: Laura Andril

Comptroller: John Varner:

brianb@thecrossingguardcompany.com

david@thecrossingguardcompany.com

landril@thecrossingguardcompany.com

jvarner@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.

MANAGEMENT PLAN

Transition Summary

The privatization and management of a School Crossing Guard program involves several functions. The following is a summary of our general operational plan for initiating and managing a School Crossing Guard Program. Specifically, we will address our **orientation, training, recruitment, and staffing** plan for Crossing Guard Programs.

In assuming control of the City of Geneva Crossing Guard Program we first set up an **orientation and training** meeting. Our goal in pricing the program is typically to incorporate the existing Crossing Guards into our organization. The current Crossing Guards' experience and familiarity are the cornerstones in ensuring a seamless transition. However, often rumors and inaccurate information circulate among existing Crossing Guards as we transition from public to private management. The orientation and training meeting will be the first opportunity we have to meet the new and prospective employees collectively and address the issues, concerns or questions they may have.

During this orientation we will discuss our company history, our family of Crossing Guard programs and the impending transition in the management of the Crossing Guard Program. We will spend as much time as necessary addressing the issues and questions raised by all prospective employees.

After the initial orientation we distribute and assist in the completion of all ACMS employment forms. Once all employment forms have been collected and successfully completed, we will conduct a physical assessment for each Crossing Guard to ensure they perform the duties required of the position. This is a basic skill review that evaluates such things as a guards' ability to hold a stop sign over their head, step off and back onto a six-inch curb in a timely manner, walk a straight line, etc. Once we have completed this portion of the meeting, we will then conduct a training session for all current and prospective Crossing Guards.

Training- Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations, and responsibilities of a School Crossing Guard. To that end, we have consolidated 40 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting.

A designated Trainer will be overseeing this initial training session. They will go over our Crossing Guard Training Manual, do active demonstrations and encourage participation. Our training goal for this meeting will be to consolidate our fundamental procedures and policies into a three (3) hour time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques, and policies.

Another effective training tool we will use during this session is our **Field Training Card**. The Field Training Card is a pocket size instruction card which gives step-by-step instruction on our crossing procedures.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with the current Crossing Guards. 2. Issue equipment to all current Crossing Guards. 3. Process and issue Picture ID Cards 4. Provide Supervisory contact information to all Crossing Guards. 5. Further screen and work with all prospective Crossing Guards. 6. Interview prospective Supervisors.

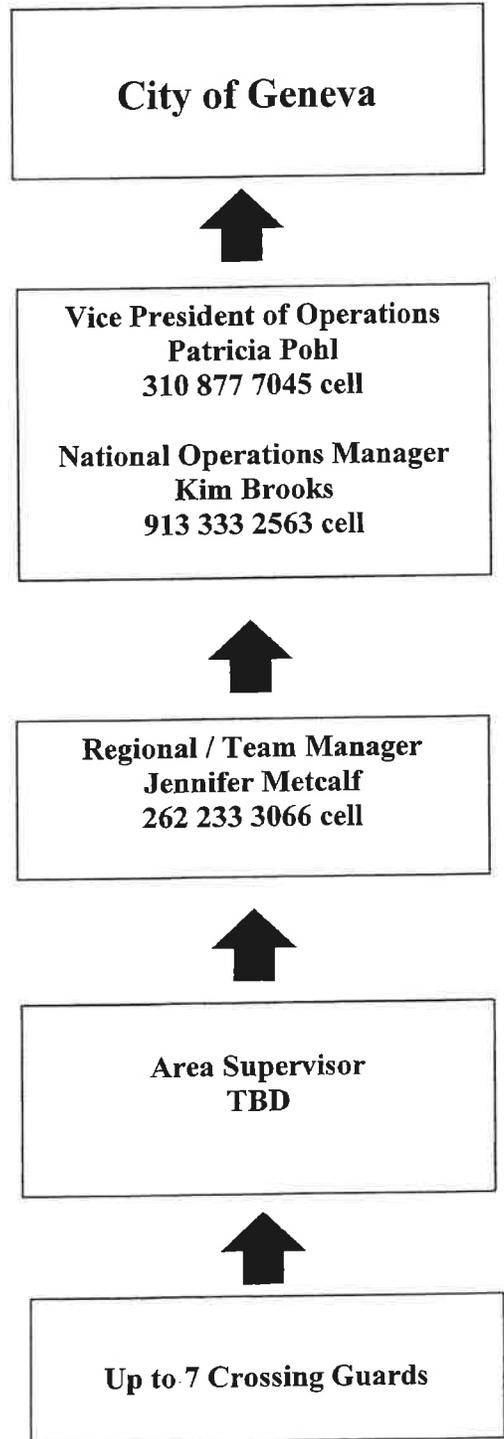
From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation** after 30, 60 and 90 days after their initial employment.

The Supervisor conducts Site Performance Evaluations at the intersection where the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days.

ACMS will provide a copy of our training curriculum to City of Geneva and welcome City PD personnel who will be working with the program to attend the orientation meeting. At this meeting, our Operations team can meet with key City personnel to discuss our management process.



ALL CITY MANAGEMENT SERVICES



Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of our **local and regional management plan** provided by the years of experience brought by our Mid-West based Regional/Team Manager, and senior operational management team. The community serviced by the City of Geneva will benefit from a team concept which consists of Local Area Supervisor, Regional/Team Manager, National Operations Manager and Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Local Area Supervisor (TBD): The Area Supervisor for the City of Geneva crossing guard program will manage all aspects of the daily supervision of the program of up to seven (7) Crossing Guards and alternate/relief pool. With support from the Regional/Team Manager and National Operations Manager, they will typically recruit, hire, train and provide personnel management for all the sites they oversee and interface with school staff as needed. In addition to communicating with the City and School staff, they are responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completes the Certification mandates. The Area Supervisor will be available on all occasions for discussion with staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. The Area Supervisor reports directly to Regional/Team Manager.

Regional Manager (Jennifer Metcalf): Jennifer will serve as **Team Manager** with assistance from our National Operations Manager, she will directly oversee your Local Area Supervisor and provide training and support for program personnel. She will also interface with the City of Geneva representatives and School staff as needed. She will assist in the hiring of the Local Area Supervisor and Crossing Guards as well as the development and implementation of training programs and certification standards. Jennifer has considerable experience as a Program Manager overseeing programs in Illinois, Indiana, Missouri, and Wisconsin. She will ensure compliance with Company standards and City of Geneva expectations. Jennifer Metcalf reports directly to the National Operations Manager.

National Operations Manager (Kim Brooks): Kim has over 10 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with Vice President of Operations to ensure all program standards are being met. Kim has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Kim Brooks reports directly to Vice President of Operations.

Vice President of Operations (Pat Pohl): Pat has over 32 years of industry experience. She is responsible for overall contract compliance. Works with the National Operations Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

Approach and Management Plan

ACMS will employ a Local (City of Geneva) and Regional Team Concept of management, which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations, National Operations Manager and Operations Manager will work together (with input from The City of Geneva) to establish specific program objectives and expectations. These Senior Managers then work directly with your Regional/Team Manager and Area Supervisor to implement the management plan. The City of Geneva Area Supervisor will live in the City of Geneva, IL.

The Operations Manager and Regional/Team Manager along with your local Area Supervisor have responsibility for the direct management of the Crossing Guards and together they will continue to ensure the City's operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce adversarial attitudes by establishing and enhancing the common goal of providing for the safety of school children.

The City of Geneva local Area Supervisor would be in the field daily when crossings are covered by the guards, and they will ensure all guards arrive on time and are ready for duties as scheduled. ACMS has developed a **Crossing Guard "App"** that is geo-fenced, which only allows guards to clock in once they are actually on site. This "App" will indicate when a crossing guard is on site and more importantly, allows ACMS to quickly identify when a guard is not on site. This "App" will generate a text message alert to be sent to an Area Supervisor after one minute of a Crossing Guard not checking in to their site with a link to the Crossing Guards phone.

Our "App" provides data on staffing levels and additionally where we have struggles staffing based on area code and zip codes. This enhances our ability to target tough to staff area. This "App" will allow ACMS to not only quickly determine where staffing efforts are needed most but will also improve our billing and invoicing accuracy. Our billing/invoicing is tied to our payroll and by having a more efficient process for timekeeping, eliminates potential billing inaccuracies.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor, Regional/Team Manager and National Operations Manager. Any Crossing Guard who does not pass a performance evaluation will need to go through re-training to ensure they are performing at the highest levels.

In addition to verbal training and counseling, these managers are supported by the use of **Field Training Check Lists, Field Training Cards, Site Performance Evaluations**, and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to City representatives. All training provided will be consistent with the Illinois Department of Transportation, Manual for Uniform Control Devices and Safe Routes to School guidelines.

Background checks will be completed on all potential employees as allowed by Illinois state law. Successful completion of finger-print based background checks, which includes a **National and State of Illinois Criminal and Sex Offender Check**. With all background checks using the applicant's social security number and date of birth to avoid any mistaken identities. ACMS will ensure all Crossing Guards working in the City of Geneva Crossing Guard Services program have cleared fingerprint checks prior to commencement of duties. ACMS will provide reports certifying that backgrounds checks have been completed and these will be provided to the City of Geneva Police Department designated representative(s).

We also use **Sterling Check Systems** that allows for **Extended Global Sanctions that include FBI Most Wanted List, Interpol, Terrorist Watch Lists**, etc. We will also use Social Security verification via E-Verify, which is required prior to the employee being hired.

ACMS will conduct annual fit-for-duty assessments to ensure the applicants are physically capable of performing the job duties of a School Crossing Guard. Applicants will have employment references checked prior to employment. ACMS will comply with the Equal Employment Opportunity Commission guidelines when making hiring decisions based on criminal records.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management. ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our School Crossing Guard Employee Manual.

Internal minimum passing standards along with the City's established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of Illinois Penal Code which requires registration under Illinois Penal Code
- Conduct which requires registration under the Illinois Health and Safety Code.
- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.
- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Geneva Crossing Guard Services program will be regularly available to the City. ACMS shall provide the City of Geneva Police Department designated representative(s) a Master Guard Listing at a minimum of ten (10) days before the start of the new school year.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported within two (2) hours. ACMS shall furnish a written report within five (5) workdays after the date of the incident. ACMS will provide a complaint report log to the City of Geneva Police Department within thirty (30) days of the conclusion of the first and second semesters of the school year.

Communications with individual school sites is facilitated by your local Area Supervisors. Personal visits are made regularly to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year.

Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed, making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS management will meet with City representatives for periodic reviews as requested to ensure operational effectiveness.

Recruitment and Staffing

ACMS National Recruiting Manager, Regional/Team Manager and our National Operations Manager, will assess any additional **staffing** needs of the City of Geneva Crossing Guard Services program after meeting with your agency. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. We have a dedicated National Recruiting Manager, and her team utilizes every hiring platform available to get our job postings to as many people as possible. As a part of our staffing strategy, we encourage a very aggressive recruitment program. We embed ourselves in each of the communities we work with and have a recruitment team assisting the Area Supervisor with this process.

We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives and conduct hiring events at senior centers, parks and in some cases civic centers. Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs.

Staffing sites are one of the primary responsibilities of our Local Area Supervisors. Recruitment efforts for ACMS are a year-round process and this has been a cornerstone of our ability to keep sites staffed. With the inclusion of our "Crossing Guard App" providing data related to turnover and missed shifts, we can target specific areas we have challenges staffing. The "App" provides our recruitment team target area zip codes and area codes to target in these areas and this help find personnel in close proximity to where staffing is needed most.

Area Supervisors are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance along with other background clearance requirements for the program.

Local Area Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Local Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.
- We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

Employee Retention: To enhance employee satisfaction and support our retention efforts, ACMS reviews guards wage rates annually in an effort to continually remain competitive in the local labor market. If contractual and budget requirements allow, we plan to offer small wage increases annually based upon performance and tenure.

We also provide publicized employee recognition through our Crossing Guard of the Year programs and Length of Service Awards. Additionally, we provide local Area Supervisors and a small budget for employee socials.

Training

All City Management Services, Inc. (ACMS) is dedicated to being a “Best in Class” organization and is committed to providing model School Crossing Guard programs to each of the clients we serve. Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and incorporate new methods and standards of training into our organization. Our goal is to elevate the level of accountability for training throughout our organization.

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 40 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required by our employees.

Our training begins in the classroom by giving all Crossing Guards a clear understanding of the goals, expectations, and responsibilities of a School Crossing Guard. To that end, we have consolidated over forty (40) years of experience and information into our “Employee Handbook for School Crossing Guards”. This manual informs and instructs Crossing Guards on the variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution.

Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting. This classroom setting allows ACMS to discuss our company history, our family of Crossing Guard programs and address any questions raised by the prospective employees.

The process then moves to a field practicum where the certified trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees’ progress is closely noted in the detailed steps outlined in the **Field Training Check List** to ensure the employees’ field competence.

This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainers allows for accurate assessments of the employee’s readiness to move forward.

The new employee is typically assigned to alternate work and is closely supervised during their early assignments. Each employee benefits from their Certified Trainer completing a written assessment of their work which better allows them to better understand their strengths and weaknesses, making improvements where necessary (the Site Performance Evaluation). Additionally, all new employees are required to carry and regularly refer to the Field Training

Card. The Field Training Card is a pocket-sized card (listing all the steps for a safe cross) which allows the employee to self-evaluate their performance prior to the time they have all the steps of the procedures memorized.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with current Crossing Guards. 2. Issue equipment to Crossing Guards. 3. Process and issue Picture Identification Cards. 4. Provide Supervisory contact information to Crossing Guards. From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee. The Area Supervisor conducts Site Performance Evaluations at the intersection where the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures.

We continue to revise and update our training programs, procedures and monitor our results. The heart of our success has been our ability to articulate these challenges and experience into training policies and procedures. These policies and procedures are designed to integrate quality assurance checks into each facet of a programs training, oversight, and management.

Field Operations Quality Assurance

- Starts with Management Structure – a multi layered management approach allows for a multifaceted response to problems but also additional levels of quality assurance.
- Training is not just done during the onboarding process and is a year-round process, this is our same approach with quality checks. After initial training ACMS will require Area Supervisors to conduct 30, 60 and 90 day assessment checks to ensure the guards are performing at the highest levels.
- Any Crossing Guard receiving a low score on a Site Performance Evaluation will be re-evaluated within 30 days. These assessments are conducted through our Field Training Checklists and Site Performance Evaluations.
- Additionally, each guard is provided a Field Training Checklist that provides them a step-by-step approach to a "safe cross" and allows them to conduct self-evaluations to ensure they are at the highest standards.
- ACMS also conducts independent field observations that can be conducted by Team Managers, National Operations Manager, Vice President, and our Chief Operations Officer. These checks are random and without advanced notice to the Area Supervisor or the Crossing Guards. The results of these observations are then sent over to the guards' Area Supervisor for review and potential coaching/corrective opportunities.

The standard issue of equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard.
- MUTCD compliant 18" STOP/STOP paddle.
- Picture Identification Card with emergency contact information.
- Company-issued cap or visor with corporate logo.
- Whistle for emergency alert to vehicles and pedestrians.

ACMS School Crossing Guards usually work in a part time capacity and there are no medical or paid time off benefits included with the position. However, ACMS does allocate resources for holiday events that guards attend, year end celebrations and individual recognition awards such as perfect attendance and School Crossing Guard of the Year.

EXPERIENCE



ALL CITY MANAGEMENT SERVICES

References for Crossing Guard Services (All listed references are current clients)

Kansas City Public Schools, MO

Contact: Dan Weakley, Exec. Director of Operations

Address: 2901 Troost Ave.

Kansas City, MO 64109

Phone: 816 588 8793

City of Overland Park, KS

Contact: Mike Howard, Finance Director

Address: 8500 Santa Fe Drive

Overland Park, KS 66212

Phone: 913 895 6402

City of Shawnee, KS

Contact: Matt Seichepine, Captain

Address: 5850 Renner Road

Shawnee, KS 66217

Phone: 913 742 6899

City of Olathe, KS

Contact: Bryan P. Hill, Major

Address: 100 East Santa Fe

Olathe, KS 66061

Phone: 913 971 6728

Des Moines Public Schools, IA

Contact: David Berger, Administrator

Address: 2100 Fleur Drive

Des Moines, IA 50321

Phone: 515 242 7962

City of Mission, KS

Contact: Robert Meyers, Sergeant

Address: 600 Woodson

Mission, KS 66202

Phone: 913 676 8300

City of Prairie Village, KS

Contact: Ivan Washington, Captain

Address: 7700 Mission

Prairie Village, KS 66208

Phone: 913 385 4617

City of Lenexa, KS

Contact: Brett Rushton, Captain

Address: 12500 W. 87th

Lenexa, KS 66083

Phone: 913 825 8104

City of Bloomington, IL

Contact: Aaron Veerman, Assistant Chief

Address: 305 S. East Street

Bloomington, IL 61702

Phone: 309 464 9589

Town of Normal, IL

Contact: Nick Thacker, Assistant Chief

Address: 100 E. Phoenix

Normal, IL 61761

Phone: 309 454 9589

City of Urbandale, IA

Contact: Rob Johansen, Chief of Police

Address: 3740 86th Street

Urbandale, IA 50322

Phone: 515 331 6818

Bentonville/Bella Vista Trailblazer's

Contact: Dr. Janet Schwanhausser

Address: 500 Tiger Blvd.

Bentonville, AR 72712

Phone: 479 466 9526

With over 310 nationwide clients, we would be happy to supply additional references if needed.



February 22, 2024

900 Fifth Avenue
Suite 100
San Rafael
California 94901

Phone: 415-226-0815
Fax: 415-226-0816

www.tam.ca.gov

Belvedere
Nancy Kernitzer

Corte Madera
Eli Beckman

Fairfax
Chance Cutrano

Larkspur
Kevin Carroll

Mill Valley
Urban Carmel

Novato
Rachel Farac

Ross
P. Beach Kuhl

San Anselmo
Brian Colbert

San Rafael
Kate Colin

Sausalito
Melissa Blaustein

Tiburon
Alice Fredericks

County of Marin
Mary Sackett
Katie Rice
Stephanie Moulton-Peters
Dennis Rodoni
Eric Lucan

To whom it may concern:

All City Management Services has been our crossing guard provider for over 12 years. TAM operates one of the largest crossing guard programs in Northern California with 109 locations served across Marin County. ACMS has done well over the last several years with providing guards even during a challenging environment to hire hourly workers. When vacancies do occur, they work to fill the opening as soon as possible.

The Regional Manager assigned to our account has always been very reachable and responds to inquiries on short notice. Billing discrepancies do occur with any large program such as ours with over 120 personnel involved. Any issues are addressed and quickly resolved.

On a scale with (1) being unlikely to recommend and (5) being highly likely to recommend, **Transportation Authority of Marin** gives ACMS a 5 rating. On a scale of with (1) being unlikely to use ACMS again and (5) being highly likely to use ACMS again; **Transportation Authority of Marin** would be highly likely (5) to use ACMS services again. However, being a public agency, TAM would have to go through a normal procurement process with price being a factor; however, ACMS has been competitive in the past.

If you have any further questions, please feel free to contact me at (415) 226-0829 or on my mobile (415) 450-5157. You can also email me at dcherrier@@tam.ca.gov.

Sincerely,

A handwritten signature in black ink that reads 'Dan Cherrier'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Dan Cherrier, P.E.
Director of Project Delivery

MAYOR
Valerie Amezcua
MAYOR PRO TEM
Thai Viet Phan
COUNCILMEMBERS
Phil Bacerra
Johnathan Ryan Hernandez
Jessie Lopez
David Penalzoza
Benjamin Vazquez



INTERIM CITY MANAGER
Tom Hatch
CITY ATTORNEY
Sonia R. Carvalho
CITY CLERK
Jennifer L. Hall

CITY OF SANTA ANA

PUBLIC WORKS AGENCY
20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

February 23, 2024

David Mecusker
All City Management Company
10440 Pioneer Boulevard, Suite 5,
Santa Fe Springs, CA 90670

Subject: Letter of Recommendation

Dear Mr. Mecusker,

Thank you for the crossing guard services you provide to the City of Santa Ana. Please see our feedback below to specific performance related questions for the crossing guard services ACMS has provided to the City of Santa Ana.

1. How long has your Agency worked with All City Management Services, Inc.? 19 years.
2. On a scale of with (1) being unlikely to recommend and (5) being highly likely to recommend, City of Santa Ana gives ACMS a 5 rating.
3. On a scale of with (1) being unlikely to use ACMS again and (5) being highly likely to use ACMS again. City of Santa Ana would give a 5 to use ACMS services again.

Our overall experience working with ACMS has been very positive and seamless. For this reason we have continued to have ACMS manage the City of Santa Ana crossing guard program for so many years.

If you have any questions, please contact me at (714) 647-5606.

Sincerely,


Zdenek Kekula, P.E., T.E.
Principal Civil Engineer



SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT
Making Hope Happen

Mauricio Arellano
Superintendent

Terry Connick
Associate Superintendent, Business, Facilities, and Operations

February 23, 2024

To All City Management Services Inc.:

1. How long has your Agency worked with All City Management Services, Inc., 7 years
2. On a scale of one (1) being unlikely to recommend and five (5) being highly likely to recommend, **San Bernardino City Unified School District rates ACMS five (5).**
3. On a scale of one (1) being unlikely to use ACMS again and five (5) being highly likely to use ACMS again. **San Bernardino City Unified School District rates ACMS five (5).**

We want to express our sincere appreciation for your service to the San Bernardino City USD. The safety of our students is of utmost importance to us. Thank you for your continued support.

Respectfully,

Eric Vetere
Environmental Safety/Emergency Manager
793 North E. Street, San Bernardino, CA 92410
(909)381-1192
EV/ja

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): All City Management Services, Inc.
 Agency Giving Reference: Palm Beach County Sheriff's Office
 Name of Contact Person: Sergeant; Richard Frankiewicz
 Address of Agency Giving Reference: 3228 Gun Club Rd., West Palm Beach, FL 33406
 Telephone: 561 202 4175 Email: frankiewiczR@pbso.org

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide School Crossing Guard Services?	S	
2	Was the firm's staff readily accessible and responsive?	S	
3	How would you rate the firm's performance with implementation and training?	S	
4	Overall, what would you rate the firm's performance?	S	
5	Would your agency use this firm to provide services again? (Circle One)	<u>YES/</u> Satisfactory	NO/ Unsatisfactory

Additional Comments: ACMS Has Been Receptive To our needs and works closely with us filling vacancies

R. Frankiewicz Sergeant
 Print Name Title
[Signature]
 Signature

**FAILURE TO COMPLETE AND RETURN THIS FORM
 MAY DEEM YOUR BID NON-RESPONSIVE**

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): All City Management Services, Inc.
 Agency Giving Reference: City of Orlando
 Name of Contact Person: Deput Chief; Jonathan Bigelow
 Address of Agency Giving Reference: _____
 Telephone: 407 246 2401 Email: jonathan.bigelow@cityoforlando.net

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide School Crossing Guard Services?	YES	
2	Was the firm's staff readily accessible and responsive?	YES	
3	How would you rate the firm's performance with implementation and training?	Satisfactory	
4	Overall, what would you rate the firm's performance?	Satisfactory	
5	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____
 Very responsive via email and communications about staff issues and performance concerns.

 Very easy to work with.

Jonathan Bigelow
Print Name

Signature

OPD - Deputy Chief
Title

**FAILURE TO COMPLETE AND RETURN THIS FORM
 MAY DEEM YOUR BID NON-RESPONSIVE**

BACKGROUND CLEARANCE

Statement of Assurance and Compliance

All City Management Services, Inc. (ACMS), will comply with the Equal Employment Opportunity Commission guidelines when making hiring decisions based on criminal records. ACMS will continue to adhere to compliance regulations set forth by the Fair Credit Reporting Act (FCRA), a U.S. Federal Law designed to protect consumer information and ensure fairness in credit and background clearance reporting. ACMS ensures that we are using consumer reports legally and ethically, protecting both the employer and applicant's rights.

Background checks will be completed on all potential employees as allowed by Illinois State law. Successful completion of finger-print based background checks, which includes a **National and State of Illinois Criminal and Sex Offender Check**. With all background checks using the applicant's social security number and date of birth to avoid any mistaken identities. ACMS will ensure all Crossing Guards working in the City of Geneva Crossing Guard Services program have cleared fingerprint checks prior to commencement of duties and will annually. ACMS will provide reports certifying that backgrounds checks have been completed, and these will be provided to the City of Geneva Police Department designated representative(s).

We also use **Sterling Check Systems** that allows for **Extended Global Sanctions that include FBI Most Wanted List, Interpol, Terrorist Watch Lists**, etc. We will also use Social Security verification via E-Verify, which is required prior to the employee being hired. Applicants will have employment references checked prior to employment. Internal minimum passing standards along with the City's established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of Illinois Penal Code which requires registration under Illinois Penal Code
- Conduct which requires registration under the Illinois Health and Safety Code.
- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.
- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

SIGNATURE REQUIREMENTS

Company Data

All City Management Services, Inc.

Corporate Office

10440 Pioneer Blvd., Suite 5
 Santa Fe Springs, CA 90670
 Phone: 310 202 8284 Fax: 800 430 1059
 24-hour number is 877 512 2267
<https://thecrossingguardcompany.com>
 Federal Tax Identification Number: 95-3971517

Bid Direct Point of Contact

ACMS represents the following person is authorized to negotiate on their behalf with the City of Geneva, IL in connection with this RFP:

David Mecusker, Marketing & Contracts Manager
 Phone: 310 202 8284 Ext. 107
david@thecrossingguardcompany.com

Satellite Offices

Texas

2012 E. Randol Mill, Ste. 222
 Arlington, TX 76011
 Phone: 817 962 0110
 Fax: 800 430 1059

Nevada

4775 W. Teco Ave., Ste. 235
 Las Vegas, NV 89118
 Phone: 702 675 3135
 Fax: 702 750 2110

Kansas

8928 Nieman Road
 Shawnee, KS 66214
 Phone: 800 540 9290
 Fax: 800 430 1059

All City Management Services, Inc. was established on May 3, 1985, as an S Corporation and has not conducted business under any other business name. All City Management Services, Inc. is not partially owned by another business organization or individual. All City Management Services, Inc. has 40 years of experience providing crossing guard services. Baron Farwell; President and General Manager owns one hundred percent (100%) of stock outstanding. Demetra Farwell is the Corporate Secretary and Brian Brooks is the Chief Operating Officer for All City Management Services, Inc.

All City Management Services, Inc. has not lost a client agency due to failure or refusal to complete a contract and has never lost a client agency due to the level of service provided. All City Management Services, Inc.'s financial interests are associated with Crossing Guard and has no financial interest in other lines of business.

APPENDIX

BID SHEET

Note: Bidder must complete all portions of the Bid Sheet

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65ILCS 5/11-42.1-1).

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: All City Management Services, Inc

NOTE: Per specification, each bid shall include a daily rate OR an hourly rate along with minimum hours per shift for each Crossing Guard.

BASE BID - SCHOOL CROSSING GUARD SERVICES

POSITION: School Crossing Guard

DAILY RATE or HOURLY Rate: \$41.90

MINIMUM HOURS PER SHIFT: 2.0 hours

Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

If it is the contractor's/business's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.

Will you be utilizing a subcontractor? YES/ NO

If yes, have you included all required information with your bid submittal? YES/ NO

NO BID - Keep our company on your Bidders List

Signature: _____

Date: _____

NO BID - Remove our company from your Bidders List

Signature: _____

Date: _____

Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a bid.

INDEMNIFICATION:

The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the City.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change, and that:

All City Management Services, Inc (Company Name) is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

All City Management Services, Inc (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

All City Management Services, Inc (Company Name) provides a drug free workplace pursuant to 30 ILCS 580/1, et seq.; and that

All City Management Services, Inc (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/1IG, Public Act 095-0635: and that

All City Management Services, Inc (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Bidder's Firm Name: All City Management Services, Inc

Signed Name and Title:  Marketing & Contracts Manager

Street Address: 10440 Pioneer Blvd. Suite 5

Print Name and Title: David Mecusker, Marketing & Contracts Manager

City State Zip Code: Santa Fe Springs, CA 90670

E-mail Address: david@thecrossingguardcompany.com

Phone Number: 800 540 9290

Fax Number: 310 202 8325

ADDENDUM

At the time of this response to the request for proposals there were no addenda's issued.



THIS CERTIFIES THAT

All City Management Services, Inc.

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561612

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/09/2024

Issued Date

SC17218

Certificate Number

**Ying McGuire
NMSDC CEO and President**

Virginia Gomez, President

07/01/2026

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

PATRICIA J. POHL
21896 Red River Drive, Lake Forest, CA 92630 • 310.877.7045

WORK HISTORY

2010 to present All City Management Services, Inc.
 10440 Pioneer Blvd., Suite 5
 Santa Fe Springs, California 90670

Vice President of Operations: Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

1998 to 2010 All City Management Services, Inc.
 1749 South La Cienega Blvd.
 Los Angeles, California 90035

Operations Manager: Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
 1749 South La Cienega Blvd.
 Los Angeles, California 90035

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager:
 Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL ASSOCIATIONS

Previously invited to serve as the only private sector representative on:
 California Crossing Guard Training Expert Review Panel
 Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation
 School Crossing Guard Trainer Certification, currently status; active

Kimberly M. Brooks

15607 W. 83rd Street • Lenexa, KS 66219 • (913)952-9159
kim@thecrossingguardcompany.com

NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- | | |
|-------------------------|------------------------|
| ✓ Client engagement | ✓ Safety focused |
| ✓ Recruiting & Training | ✓ Coaching & Mentoring |
| ✓ Relationship Builder | ✓ Problem-solver |

Professional Experience

ALL CITY MANAGEMENT SERVICES

2016 to Present

National Operations Manager – May 2020 to Present

- Responsible for overseeing the day-to-day functions of the Regional Manager.
- Identify challenge programs in cooperation with Regional Manager.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

National Advertising and Recruiting Coordinator – February 2018 – May 2020

- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

Regional Supervisor – September 2016 to 2018

- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

Area Supervisor – July 2016 to 2018

- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.

Kimberly M. Brooks

SECURITAS

2015 to 2016

Crossing Guard – August 2015 to May 2016

- Conduct safe crossings for pedestrians.

VARIOUS DENTAL PRACTICES

1992 to 2013

Expanded Functions Dental Assistant – 9 years

- Expanded functions include placing composite and amalgam fillings, polishing fillings, packing retraction cord, taking impressions for crowns, bite splints, and making temporary crowns.
- Working with children that have special needs.
- Charting treatment plans and patient chart maintenance.
- Dietary, preventive and treatment consultations with patients.

Dental Assistant – 12 years

- Chair-side duties include assisting in all procedures including fillings, crown preps, root canals and surgical extractions.
- Scheduling appointments, creating treatment plans and presenting them to patients.
- Supply management, equipment repairs and maintenance. Maintain OSHA standards.

Education and Training

Johnson County Community College
Prerequisites for Dental Hygiene

State of Pennsylvania
Certificate of Radiology

York Vocational Technical School
Dental Assistant Technical School

JENNIFER METCALF

Waukesha, WI 53188 ♦ (262) 233-3066 ♦ Jenniferm@thecrossingguardcompany.com

PROFESSIONAL SUMMARY

Proactive manager with demonstrated leadership abilities, strategic planning expertise and problem-solving acumen. Assists senior managers with accomplishing demanding targets by encouraging staff and coordinating resources. Methodical and well-organized in optimizing coverage to meet operational demands.

SKILLS

- Inventory Accuracy
- Managing Multiple Priorities
- Statistical Data Gathering
- Scene Blocking
- Scheduling and Coordinating
- Eligibility Evaluations
- Directing Team Members
- Recruiting and Interviewing
- Employee Coaching and Motivation
- Staff Meetings
- Hiring and Developing
- Overseeing Employees
- Corrective Actions
- Job and Task Observation

WORK HISTORY

Regional Manager, 03/2019 to Current

All City Management Services – Santa Fe Springs, CA

- Maintained positive customer relations by addressing problems head-on and implementing successful corrective actions.
- Established team priorities, maintained schedules and monitored performance.
- Directed training and retraining of employees to boost performance and enhance business results.
- Effectively supervised by implementing company policies, protocols, work rules and disciplinary action.
- Defined clear targets and objectives and communicated to other team members.
- Evaluated employee performance and conveyed constructive feedback to improve skills.

Freight Team Supervisor, 02/2014 to 05/2019

Home Depot – Waukesha, WI

- Trained new staff on job duties, company policies and safety procedures for rapid onboarding.
- Handled day-to-day shipping and receiving overseeing more than 20,000 packages per day.
- Divided and categorized cargo received and redirected shipments in response to customer requests.
- Oversaw and motivated team of 20 employees in warehouse.
- Performed freight processing functions, assisting associates with irregularities in freight.
- Quickly learned new skills and applied them to daily tasks, improving efficiency and productivity.
- Carried out day-day-day duties accurately and efficiently.
- Proved successful working within tight deadlines and fast-paced atmosphere.

School Crossing Guard, 04/2013 to 03/2019

Wisconsin Personal Protection Services – West Allis, WI

- Instructed children to safely cross streets using crosswalk and watching traffic lights.

- Used signs, hand signals and flags to control car and foot traffic conditions.
- Withstood adverse environmental conditions.
- Interrupted traffic to allow students, parents and other pedestrians to safely cross streets.

Store Manager, 08/2009 to 03/2013

Party City – West Allis, WI

- Managed inventory control, cash control and store opening and closing procedures.
- Managed store employees successfully in fast-paced environment through proactive communication and positive feedback.
- Completed point of sale opening and closing procedures.
- Maximized sales and minimized shrinkage through excellent customer service and adherence to standard practices.

Department Supervisor With Keys, 02/2000 to 05/2009

Walmart – Waukesha, WI

- Completed store opening and closing procedures.
- Counted out cash drawers and balanced totals.
- Improved customer service by projecting friendly and knowledgeable attitude.
- Trained and mentored new employees.

EDUCATION

No Degree: Forensic Science

American InterContinental University - Schaumburg, IL

GED: 06/1997

Waukesha South High School - Waukesha WI



Minority owned and family operated for forty years

PROFESSIONAL SCHOOL CROSSING GUARD SERVICES

ALL CITY MANAGEMENT SERVICES

RESOLUTION NO. 2025 _-__

**RESOLUTION AUTHORIZING EXECUTION OF
SERVICE AGREEMENT WITH ALL CITY MANAGEMENT SERVICES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Service Agreement, in substantially the same form as Exhibit A, with All City Management Services, relating to the providing of crossing guard services to the City of Geneva for the 2025-2026 school year.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2025

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20_____, by and between the CITY OF GENEVA, an Illinois municipal corporation (hereinafter referred to as “CITY”) and _____ “CROSSING GUARD PROVIDER”).

WHEREAS, the CITY desires to engage the CROSSING GUARD PROVIDER to furnish certain professional services in connection with CROSSING GUARD SERVICES (hereinafter referred to as the “AGREEMENT”); and

WHEREAS, the CROSSING GUARD PROVIDER represents that it is in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the CITY and the CROSSING GUARD PROVIDER that the CITY does hereby retain the CROSSING GUARD PROVIDER for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to the AGREEMENT as described herein, subject to the following terms and conditions and stipulations, to-wit:

1. SCOPE OF SERVICES

A. All work hereunder shall be performed under the direction of the _____ of the CITY, herein after referred to as the “CHIEF OF POLICE”.

B. This section should be an outline of the services to be provided by the CROSSING GUARD PROVIDER.

2. WORK PRODUCT

All work product prepared by the CROSSING GUARD PROVIDER pursuant hereto including, but not limited to, reports, plans, designs, calculations, studies, photographs, models and recommendations shall be the property of the CITY and shall be delivered to the CITY upon request of the CHIEF OF POLICE; provided, however, that the CROSSING GUARD PROVIDER may retain copies of such work product for its records. CROSSING GUARD PROVIDER’s execution of this Agreement shall constitute CROSSING GUARD PROVIDER’s conveyance and assignment of all right, title and interest, including but not limited to any copyright interest, by the CROSSING GUARD PROVIDER to the CITY of all such work product prepared by the CROSSING GUARD PROVIDER pursuant to this Agreement. The CITY shall have the right either

on its own or through such other CROSSING GUARD PROVIDERs as determined by the CITY to utilize and/or amend such work product.

3. **PAYMENTS TO THE CROSSING GUARD PROVIDER** (Not to Exceed Method)

- A. For services provided the CROSSING GUARD PROVIDER shall be paid at the rate of _____ times the direct hourly rate of personnel employed on this AGREEMENT, with the total fee not to exceed _____ regardless of the actual costs incurred by the CROSSING GUARD PROVIDER unless substantial modifications to the scope of the work are authorized in writing by the CHIEF OF POLICE.
- B. For outside services provided by other firms or subcontractors, the CITY shall pay the CROSSING GUARD PROVIDER the invoiced fee to the CROSSING GUARD PROVIDER, plus _____. The costs for any such outside services are included within the total not to exceed amount provided for in paragraph 4A above.
- C. **List other components of the fee such as reimbursables.** The costs of any such reimbursable expenses are included within the total not to exceed amount provided for in paragraph 4A above.
- D. The CITY shall make periodic payments to the CROSSING GUARD PROVIDER based upon services rendered within thirty (30) days after receipt and approval of invoice. Said periodic payments to the CROSSING GUARD PROVIDER shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by the CHIEF OF POLICE.

4. **PAYMENTS TO THE CROSSING GUARD PROVIDER** (Monthly Method)

- A. The CITY shall reimburse the CROSSING GUARD PROVIDER for services under this Agreement a monthly sum of _____ Dollars, regardless of actual Costs incurred by the CROSSING GUARD PROVIDER unless substantial modifications to the AGREEMENT are authorized in writing by the CHIEF OF POLICE.
- B. The CITY shall make periodic payments to the CROSSING GUARD PROVIDER based upon actual services within thirty (30) days after receipt and approval of invoice. Said periodic payments to the CROSSING GUARD PROVIDER shall not exceed the amounts shown in this agreement.

5. **INVOICES**

- A. The CROSSING GUARD PROVIDER shall submit invoices in a format approved by the CITY.

- B. The CROSSING GUARD PROVIDER shall maintain records showing actual time devoted and cost incurred. The CROSSING GUARD PROVIDER shall permit the authorized representative of the CITY to inspect and audit all data and records of the CROSSING GUARD PROVIDER for work done under this Agreement. The CROSSING GUARD PROVIDER shall make these records available at reasonable times during the Agreement period and for one (1) year after termination of this Agreement.

6. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice to the CROSSING GUARD PROVIDER. In the event that this Agreement is so terminated, the CROSSING GUARD PROVIDER shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed the task amounts set forth under Paragraph 4 above.

7. TERM

This Agreement shall become effective as of the date the CROSSING GUARD PROVIDER is given a notice to proceed and, unless terminated for cause or pursuant to Paragraph 6, shall be deemed concluded on the date the CITY determines that all of the CROSSING GUARD PROVIDER's work under this Agreement is completed. A determination of completion shall not constitute a waiver of any rights or claims which the CITY may have or thereafter acquire with respect to any term or provision of this Agreement.

8. NOTICE OF CLAIM

If the CROSSING GUARD PROVIDER wishes to make a claim for additional compensation as a result of action taken by the CITY, the CROSSING GUARD PROVIDER shall give written notice of their claim within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the CROSSING GUARD PROVIDER's fee shall be valid only to the extent that such changes are included in writing signed by the CITY and the CROSSING GUARD PROVIDER. Regardless of the decision of the CHIEF OF POLICE relative to a claim submitted by the CROSSING GUARD PROVIDER, all work required under this Agreement as determined by the CHIEF OF POLICE shall proceed without interruption.

9. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or

breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the CITY has agreed to pay to the CROSSING GUARD PROVIDER pursuant to Paragraph 4 hereof, no action shall be commenced by the CROSSING GUARD PROVIDER against the CITY for monetary damages. CROSSING GUARD PROVIDER hereby further waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the CROSSING GUARD PROVIDER arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, CROSSING GUARD PROVIDER agrees to and shall indemnify, defend and hold harmless the CITY, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or other relief, including, but not limited to, workers' compensation claims, in any way resulting from or arising out of negligent actions or omissions of the CROSSING GUARD PROVIDER in connection herewith, including negligence or omissions of employees or agents of the CROSSING GUARD PROVIDER arising out of the performance of this Agreement. In the event of any action against the CITY, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the CITY's choosing. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

11. NO PERSONAL LIABILITY

No official, CHIEF OF POLICE, officer, agent or employee of the CITY shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

12. INSURANCE

CROSSING GUARD PROVIDER shall provide, maintain and pay for during the term of this Agreement the following types and amounts of insurance:

- A. **Comprehensive Liability and Workers Compensation.** A policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage per occurrence, which insurance must include, without limitation, protection for all activities associated with the service.

The CROSSING GUARD PROVIDER shall deliver to the CHIEF OF POLICE a Certificate of Insurance naming the CITY as additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to the CHIEF OF POLICE.

The Certificate of Insurance shall include the contractual obligation assumed by the CROSSING GUARD PROVIDER under Paragraph 10 entitled "Indemnification".

This insurance shall be primary and non-contributory to any other insurance or self- insurance programs afforded to the CITY. There shall be no endorsement or modification of this insurance to make it excess over other available insurance.

- B. **Umbrella Excess Liability Coverage.** No less than 2,000,000 over primary insurance, worker's compensation, and general liability should be scheduled under the umbrella. The CROSSING GUARD PROVIDER shall cause the City to be named as an additional insured on the insurance policy.
- C. **Professional Liability.** The CROSSING GUARD PROVIDER shall carry CROSSING GUARD PROVIDER's Professional Liability Insurance covering claims resulting from error, omissions or negligent acts with a combined single limit of not less than \$1,000,000 per claim. A Certificate of Insurance shall be submitted to the CHIEF OF POLICE as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the CHIEF OF POLICE.

13. **NONDISCRIMINATION/AFFIRMATIVE ACTION**

The CROSSING GUARD PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, ancestry, order of protection status, familial status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service which would not interfere with the efficient performance of the job in question.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, sex, national origin, age, ancestry, order of protection status, familial status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

Any violation of this paragraph shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the CITY.

14. ASSIGNMENT AND SUCCESSORS

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the CITY.

15. DELEGATIONS AND SUBCONTRACTORS

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the CROSSING GUARD PROVIDER shall remain liable to the CITY with respect to each and every item, condition and other provision hereof to the same extent that the CROSSING GUARD PROVIDER would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made. Any proposed subcontractor shall require the CITY's advanced written approval.

16. NO CO-PARTNERSHIP OR AGENCY

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

17. SEVERABILITY

The parties intend and agree that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

18. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

19. MODIFICATION OR AMENDMENT

This Agreement and its attachments constitute the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except

by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

20. APPLICABLE LAW

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Kane County, Illinois.

21. NEWS RELEASES

The CROSSING GUARD PROVIDER may not issue any news releases without prior approval from the CHIEF OF POLICE, nor will the CROSSING GUARD PROVIDER make public proposals developed under this Agreement without prior written approval from the CHIEF OF POLICE prior to said documentation becoming matters of public record.

22. COOPERATION WITH OTHER CROSSING GUARD PROVIDER

The CROSSING GUARD PROVIDER shall cooperate with any other CROSSING GUARD PROVIDERS in the CITY's employ or any work associated with the AGREEMENT.

provided

23. INTERFERENCE WITH PUBLIC CONTRACTING

The CROSSING GUARD PROVIDER certifies hereby that it is not barred from bidding on this contract as a result of a violation of 720 ILCS 5/33E et seq. or any similar state or federal statute regarding bid rigging.

24. SEXUAL HARASSMENT

As a condition of this contract, the CROSSING GUARD PROVIDER shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;

- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by CROSSING GUARD PROVIDER to the Department of Human Rights upon request (775 ILCS 5/2-105).

25. SUBSTANCE ABUSE PROGRAM.

As a condition of this agreement, CROSSING GUARD PROVIDER shall have in place a written substance abuse prevention program. A copy of such policy shall be provided to the City's Assistant City Manager prior to the entry into and execution of this agreement.

26. WRITTEN COMMUNICATIONS

All recommendations and other communications by the CROSSING GUARD PROVIDER to the CHIEF OF POLICE and to other participants which may affect cost or time of completion, shall be made or confirmed in writing. The CHIEF OF POLICE may also require other recommendations and communications by the CROSSING GUARD PROVIDER be made or confirmed in writing.

27. NOTICES

All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

- H. As to the CITY:

 City of Geneva
 C/O CHIEF OF POLICE

22 S First Street
Geneva, IL 60134

I. As to the CROSSING GUARD PROVIDER:

28. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the CROSSING GUARD PROVIDER shall comply with all applicable federal, state, city and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CROSSING GUARD PROVIDER hereby certifies, represents and warrants to the CITY that all CROSSING GUARD PROVIDER's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. CROSSING GUARD PROVIDER shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. The CITY shall have the right to audit any records in the possession or control of the CROSSING GUARD PROVIDER to determine CROSSING GUARD PROVIDER's compliance with the provisions of this paragraph. In the event the CITY proceeds with such an audit the CROSSING GUARD PROVIDER shall make available to the CITY the CROSSING GUARD PROVIDER's relevant records at no cost to the CITY. CROSSING GUARD PROVIDER shall pay any and all costs associated with any such audit.

29. COUNTERPARTS AND EXECUTION:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. This Agreement may be executed electronically, and any signed copy of this Agreement transmitted by facsimile machine or email shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by facsimile machine or email shall be considered for these purposes an original signature and shall have the same legal effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement effective as of the date and year first written above.

CITY OF GENEVA:

By: _____
Stephanie K. Dawkins, City Administrator

Attest:

City Clerk

CROSSING GUARD PROVIDER:

By: _____ Name/Print: _____ Title: _

DRAFT