

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
SHORT FORM**

- I. It is the intention of the **Wheaton Park District (hereinafter referred to as Park District)** to create a non-exclusive Independent Contractor Relationship with Delacan, LLC. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
- A. The Contractor acknowledges and agrees that they, along with their employees, contractors or agents (hereinafter referred to as the Contractor) are not entitled to any benefits or protections afforded employees of the park district nor bound by any obligations of employees of the park district. The Contractor understand and fully agrees that they will not be covered under provisions of the unemployment compensation insurance of the Park District or the worker's compensation insurance of the Park District and that any injury of property damage on the job will be the Contractor's sole responsibility and not the Park District's. Also, it is understood that the Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Contractor will be solely responsible for their own actions. The Park District will in no way defend the Contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. The Contractor may engage in other business activities and provide similar services to other entities and businesses, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.
- C. The Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. The Contractor acknowledges and agrees that they are solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the contractor and those employees, if any, employed by them.
- II. A. Services to be performed by Contractor include:
- Review tower agreements for the Tower site located at 1720 Wiesbrook Rd, Wheaton, IL provided by the park district
 - Review correspondences and letters provided by the park district, as it pertains to the Park District Towers.
 - Any other consulting services required as it pertains to wireless telecom activities, including but not limited to marketing Park District properties for wireless telecom facilities.
- B. Results to be achieved by Contractor include:
- Conducting a review of all documents, assessing the rights of the Park District, and recommending the best possible plan of action to proceed based on recent inquiries to buyout the Tower site.
 - Representing the Park District in marketing, leasing, and maintaining all relevant Wheaton Park District facilities, in coordination with the Park District.
- C. Days and hours of work to be performed by Contractor include:
- As needed

- III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor acknowledges and agrees that they will devote such times as is necessary to produce the contracted for results. The Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.
- IV. The duration of this independent contractual agreement will be:
- V. A. Fees
 - i. The fee for the initial due diligence Review and Report of findings will be billed at \$200 per hour, not to exceed five hours.
 - ii. The standard rate for any work and negotiations thereafter will be \$275 per hour. A not to exceed dollar amount will be discussed and agreed to in writing prior to commencement of further action.

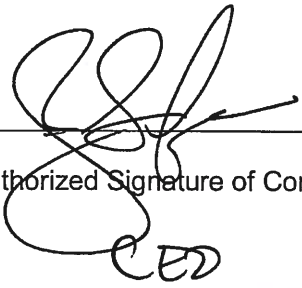
B. Method of payment:
Contractor will receive a Purchase Order from which to submit an invoice to the Park District.

C. The park district will report payments of \$600 or more to the IRS on Form 1099-Misc. The Contractor will provide to the Park District a Federal Employer Identification Number for any receiving payment.
- VI. The contractor acknowledges and agrees that they are responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to: N/A.
- VII. The Contractor acknowledges and agrees that they are solely responsible for their employees'/agents' actions in performing the work/services.
- VIII. The Contractor agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than seven (7) days prior to the commencement date of this agreement.

These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that they remain an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.

- IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
- X. The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of or any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. The Contractor acknowledges and agrees that they will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.
- XIV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.
- XV. Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.
- XVI. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is not-assignable by the Contractor.

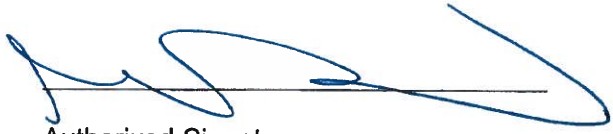
Independent Contractor Agreement - Short
Page 4 – Continued



Authorized Signature of Contractor

J.T. Del Alcazar

12/2/16.
Date



Authorized Signature

Michael J. Benard


12/2/16
Date

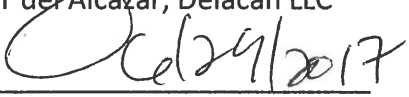
- Attach to Agreement
- Forward to Ritz & Andrea

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
SHORT FORM
Amendment 1**


Pursuant to Section V of the agreement between The Wheaton Park District and Delacan LLC, dated 12/2/2016, it is hereby modified as follows.

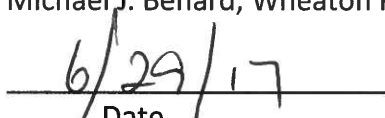
1. Pursue Small Cells for the Wheaton Park District: Total hours not to exceed ²² 30 hours at the existing contract rate of \$275 totaling= ~~\$8,250.00~~ ^{\$6,000} - ~~7~~
2. Success Fee: in the event WIVERSE is able to attract, obtain, and close a successful small cell or DAS installation with any carrier, the Wheaton Park District will pay a Success Fee in a one time sum equivalent to 6 months rent. The success fee is based on the first year contract price, and shall be paid to WIVERSE after the first year of rent commencement.



JT del Alcazar, Delacan LLC


Date



Michael J. Benard, Wheaton Park District


Date