

WHEATON PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **Rick Wostratzky d/b/a ASA Softball Umpires**. 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 he/she is 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 s/he 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 his/her 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 s/he is 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 him/her.
- II. A. Services to be performed by Contractor include:
- Provide softball umpires for all 16" Men's Softball games based on times and schedules provided.
 - Provide proper payment invoices for all leagues listed above.
- B. Results to be achieved by Contractor include:
- Umpire all league softball games utilizing ASA rules and regulations.
 - To be evaluated and well received by participants and community.
- C. Days and hours of work to be performed by Contractor include:
- Dates and times are set by WPD Staff.
 - Vary from season to season.
- D. Location(s) of work to be performed by Contractor include(s):
- Locations may vary depending on season.
 - Graf Park or Atten Park.
- E. Contractor's other responsibilities include:
- Provide WPD staff with an Invoice prior to last day of league.

- II. 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 his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges and agrees that s/he 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.
- III. The duration of this independent contractual agreement will be:
- May 2021 – September 2021
- V. A. Method of payment:
- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
 - Contractor will receive \$39 per game.
 - Umpire will be paid ½ game (\$19.50) if he arrives at the game and it is rained out.
- B. The park district will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. The Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. The contractor acknowledges and agrees that s/he is 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 s/he is solely responsible for his/her 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 s/he remains 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 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 s/he 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. Force Majeure - In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.
- XVII. [Optional] Contractor agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor or other person on behalf of the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.
- XVIII. 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

Independent Contractor Agreement
Page 4 – Continued

effective unless made in writing, signed by both Parties and dates after the date hereof. This Contract is not-assignable by the Contractor.

XIX. Other items: _____

Rick Nostratzky

Authorized Signature of Contractor

Michael J. Benard

Authorized Signature

RICK NOSTRATZKY

Print Name

Michael J. Benard

12-16-20.

Date

8/14/2021

Date

Please submit a current Certificate of Insurance with the following criteria:

- Wheaton Park District listed as Additionally Insured
- Wheaton Park District listed as Certificate Holder
- General Liability of \$1,000,000/minimum



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RPS Bollinger
200 Jefferson Park
Whippany, NJ 07981
PHONE: 1-800-446-5311 FAX: 973-921-8474

CONTACT

NAME:

PHONE

(A/C, No. Ext): 800-446-5311

FAX

(A/C, No.): 973-921-8474

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Market Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

USA Softball Adult Team Registration-Liability Insurance Program
2801 N.E. 50th Street
Oklahoma City, OK 73111

COVERAGES

POLICY CHANGE NUMBER: ATL20218486

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		3602AH230069 *Non-participants only Sexual Abuse & Molestation Liab per occurrence: \$2,000,000 Sexual Abuse & Molestation Aggregate limit: \$2,000,000	04/30/2021	01/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (At/ one person) \$10,000* PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER						

No Accident insurance is provided by this certificate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF WHEATON PARK DISTRICT SOFTBALL LEAGUE ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF MAJOUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. THE CERTIFICATE HOLDER BELOW IS NAMED AS AN ADDITIONAL INSURED TO THIS POLICY. ALL UMPIRES MUST BE USA SOFTBALL REGISTERED OR THE UMPIRES AND ANY ADDITIONAL INSURED S WILL HAVE NO COVERAGE FOR AN UMPIRE LIABILITY CLAIM. 100% REGISTRATION IN USA SOFTBALL FOR TEAMS AND UMPIRES IS REQUIRED.

CERTIFICATE HOLDER

Wheaton Park District
17Blanchard Road77 S.
Wheaton, IL 60189

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam Lewandowski
Wheaton Park District
1777 S. Blanchard Road
Wheaton, Illinois 60189

Dear Adam,

I have enclosed a document that all of my men sign at my meeting and return to me. This document states that they are not an employee of any Park district and are not entitled to any employment benefits as an independent contractor. They have a choice to umpire a game for me or not umpire a game for me. That is why they are classified as independent contractors and not employees. I keep these documents on file at my home. I hope this document resolves this issue. Thank you very much.

Rick Wostratzky
A.S.A. Softball Assigner-DuPage County
7829 Mayfair Lane
Darien, Illinois 60561
630-655-1646(home)

May 7, 2021

Exhibit A

ACKNOWLEDGEMENT OF STATUS

I, _____ residing at _____

hereby acknowledge that when I accept an assignment from Richard Wostratzky to umpire a softball game being played at a public park, I am not an employee of any park district wherein such game is played. I receive my compensation as collected and disbursed by Richard Wostratzky, and disclaim any worker's compensation or employment benefits from any park district in connection with my services.

Dated this 24 day of APRIL, 2021 at NAPERVILLE, Illinois

Signed: _____

Witness: Rich Wostratzky

