

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
SHORT FORM Updated 2/14/2018**

- I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **Tim James d/b/a TJ Official Finders**. 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 or property damage on the job will be the Contractor's sole responsibility and not the Park Districts. 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:
- Providing umpires for the Spring in-house baseball league, in-house softball league, travel baseball, travel softball, and Red White & Blue baseball tournaments.
 - Providing umpires for the Fall in-house baseball, in-house softball league, travel baseball, and travel softball.
 - Providing umpires for youth baseball/softball games based on dates, times & schedules provided on the Wheaton Park District QuickScores.
 - Provide proper payment invoices for all services listed above on a weekly basis.
 - Baseball

Grade	League	Umpire	# of Umpires Per Game
2	Instructional	Non-Patched Umpires All Season	1
3	A League	Non-Patched	2
4	AA League	Non-Patched	2
5 & 6	Major	Patched	1
7 & 8	Pony	Patched	1
9 & 10	Colt	Patched	2
11 & 12	Palomino	Patched	2
All level	Travel	Patched	1

- Softball

Grade	League	Umpire	# of Umpires Per Game
2	A League (Modified Player Pitch)	Non-Patched Umpires Starting 5/28	1
3 & 4	AA League	Non-Patched	1
5 & 6	AAA League	Patched	1
7 & 8	Major	Patched	1
9 – 12	High School	Patched	1
Age 19 & Over	19 & Over Women's Fast Pitch	Patched	Regular – 1 Playoffs - 2
All Levels	Travel	Patched	1

- Special Events/Tournaments

Special Events/Tournament	Date	Umpire	# of Umpires Per Game
All Star Day BB/SB	Friday, June 1	Patched	2
Championship Games BB/SB	Saturday, June 23	Patched	2
Red, White & Blue BB	June 28, 29, 30 and July 1	Patched	2
Red, White & Blue BB	July 5, 6, 7, 8	Patched	2

- B. Results to be achieved by Contractor include:
- Provide umpires for Wheaton Park District in-house youth baseball, softball, travel baseball, travel softball, fall in-house leagues, and fall travel teams.
 - To be evaluated and well received by participants and community.
- C. Days and hours of work to be performed by Contractor include:
- Dates, times, and locations are set by Wheaton Park District Baseball/Softball Board. Schedules available from QuickScores.
 - Vary from season-to-season.
- D. Location(s) of work to be performed by Contractor include(s):
- Locations may vary depending on season.
 - Various Wheaton Park District locations.
 - Various CUSD 200 locations.
- E. Contractor's other responsibilities include:
- Provide Wheaton Park District with a weekly invoice with the understanding that the WPD have certain pay dates established.

- 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. [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.
- XVII. 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 verbal 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.
- XVIII. Other items: _____

Authorized Signature of Contractor

Print Name

2-14-18

Date

Authorized Signature

Michael J. Benard

Date

3/22/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2017

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 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 SEAN QUIRK (19738) 310 S MAIN ST UNIT G LOMBARD, IL 60148-0000	CONTACT NAME: SEAN QUIRK
	PHONE (A/C, No, Ext): 630-620-0541 FAX (A/C, No): 630-620-9809
	E-MAIL ADDRESS: SEAN.QUIRK@COUNTRYFINANCIAL.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A : COUNTRY Mutual Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED 3950841 JAMES TIM DBA OFFICIAL FINDERS 33W239 ROOSEVELT RD WEST CHICAGO, IL 60185	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	AB9166754	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

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

WAIVERS:

THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.
(CONTINUED)

CERTIFICATE HOLDER

WHEATON PARK DISTRICT
1777 S BLANCHARD
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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED JAMES TIM DBA OFFICIAL FINDERS 33W239 ROOSEVELT RD WEST CHICAGO, IL 60185
POLICY NUMBER AB9166754		
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 11/1/2017

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):
WHEATON PARK DISTRICT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

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Fax: (312) 265-3967

Kellie R. Bylica
Sarah D. Zigulich

Official Finders, LLC has only one employee (Tim James) and by Worker's Compensation Law is not required to carry this insurance, as all other workers are Independent Contractors. An independent contractor is not covered by the workers' compensation insurance.

ANDERSON & BOBACK

Kimberly J. Anderson
Attorney