

## 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 **Mabini Systems Inc. "Team 6 Soccer" (hereafter, Contractor)**. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
- A. 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. 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 Contractor's sole responsibility and not the Park District's. Also, it is understood that 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, Contractor will be solely responsible for his/her own actions. The Park District will in no way defend Contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. 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. Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. 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 referee assigning services for the Wheaton Wings Soccer Club & Midwest FC travel games played in Wheaton for the fall 2019, spring 2020 seasons and for the Wheaton Wings Spring Classic Tournament on May 15-17, 2020.
  - Providing USSF certified soccer referees for Wheaton Wings travel soccer games and Midwest FC travel games played in Wheaton. Center referees for U8-U19 and Assistant Referees for U11-U19.
- B. Results to be achieved by Contractor include:
- Referee all Wings and Midwest FC Soccer games utilizing IWSL, YSSL, and USSF soccer rules and regulations or rules provided by WPD.
- C. Days and hours of work to be performed by Contractor include:
- Dates and times are set by WPD and leagues.
  - Vary from season-to-season

- D. Location(s) of work to be performed by Contractor include(s):
- Locations may vary depending on season.
  - Seven Gables Park, Kelly Park, Briar Knoll Park, Briar Patch Park, Whittier School, Sandburg School, Graf Park, American Legion, and Central Athletic Complex.
  - Other fields to be assigned.
- E. Contractor's other responsibilities include:
- Provide WPD Staff with Invoice for services already preformed.
  - For Wheaton Wings Tournament, submit a detailed invoice for all referees, assistant referees, scheduling costs, etc.
  - For Wheaton Wings Tournament, contractor provides an invoice for each referee with address and phone number, with the total number of games at each level, the rate of pay for each level and the total amount due.
- III. 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.
- IV. The duration of this independent contractual agreement will be:  
August 2019 – June 2020 (Fall and Spring)
- V. A. Method of payment:
- Invoice submitted to WPD for assigning services and then Purchase Order (check) sent to Contractor.
  - Travel League Game Assignor
    - Center Referee - \$0/game
    - Assistant Referees - \$12/game
  - Tournament Assignor
    - Referee (1man system) - \$11/game
    - Referee (3man system) - \$15/game
    - Referee Coordinator (per site) – Fri (\$100), Sat (\$250), Sun (\$250)
  - Rates to pay referees:
    - **Travel League Assistant Referee's:**
      - U8-U10: AR's not used
      - U11-U13 9v9: \$25/AR/Game (Single AR's get additional \$10)
      - U13-U14 11v11: \$30/AR/Game (Single AR's get additional \$10)
      - U15-U19 11v11: \$35/AR/Game (Single AR's get additional \$10)

o **Wings Tournament:**

|                 |          |                                                                |
|-----------------|----------|----------------------------------------------------------------|
| 7v7             | 2x20 min | \$25 (Center 1-man)                                            |
|                 | 2x25 min | \$30 (Center 1-man)                                            |
|                 | 2x30 min | \$43 (Center 1-man) ***                                        |
| 9v9             | 2x30 min | \$85 (Center \$35 / AR \$25)                                   |
|                 | 2x35 min | \$100 (Center \$50 / AR \$25) ***                              |
| 11v11           | 2x30 min | \$100 (Center \$40 / AR \$30)                                  |
|                 | 2x35 min | \$105 (Center \$45 / AR \$30)                                  |
|                 | 2x40 min | \$118 (Center \$58 / AR \$30) ***                              |
|                 | 2x45 min | \$136 (Center \$66 / AR \$35) ***                              |
| Standby Referee |          | \$10/hour for the 1st 2-3 hours > preferred, but not necessary |

\*\*\*Same rate as league when playing full time lengths

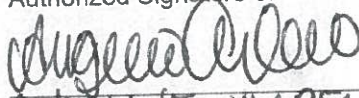
- B. The park district will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. Contractor acknowledges and agrees that 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. Contractor acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions in performing the work/services.
- VIII. 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, 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, Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.
- IX. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Contractor's insurance and shall not contribute with it.

**Independent Contractor Agreement - Short**  
**Page 4 – Continued**

- 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, 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 Contractor (or anyone acting on behalf of Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. 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. 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 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 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 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 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 Contractor.
- XVIII. Other items: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Independent Contractor Agreement - Short  
Page 5 - Continued

Authorized Signature of Contractor



ANGELINE IMPERIO  
Print Name

09/08/2019  
Date

Authorized Signature



Michael J. Benard

9-9-19  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2019

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).

|                                                                                            |                                                                              |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>SEAN QUIRK (19738)<br>310 S MAIN ST<br>UNIT G<br>LOMBARD, IL 60148-0000 | <b>CONTACT NAME:</b> SEAN QUIRK                                              |
|                                                                                            | <b>PHONE (A/C, No, Ext):</b> 630-620-0541 <b>FAX (A/C, No):</b> 630-620-9809 |
|                                                                                            | <b>E-MAIL ADDRESS:</b> SEAN.QUIRK@COUNTRYFINANCIAL.COM                       |
|                                                                                            | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>                           |
|                                                                                            | <b>INSURER A:</b> COUNTRY Mutual Insurance Company 20990                     |
|                                                                                            | <b>INSURER B:</b>                                                            |
|                                                                                            | <b>INSURER C:</b>                                                            |
|                                                                                            | <b>INSURER D:</b>                                                            |
|                                                                                            | <b>INSURER E:</b>                                                            |
|                                                                                            | <b>INSURER F:</b>                                                            |

**INSURED** 4144165  
MABINI SYSTEMS INC DBA TEAM 6 SOCCER  
2S624 KENILWORTH RD  
GLEN ELLYN, IL 60137

**COVERAGES****CERTIFICATE NUMBER:****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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                               |
|----------|-----------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------|
| A        | GENERAL LIABILITY                                                                                         | ✓         | ✓        | AB9200058     | 4/17/2019               | 4/17/2020               | EACH OCCURRENCE \$ 1,000,000                         |
|          | ✓ COMMERCIAL GENERAL LIABILITY                                                                            |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|          | 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                                                                                      |           |          |               |                         |                         |                                                      |
|          | ANY AUTO                                                                                                  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$               |
|          | ALL OWNED AUTOS                                                                                           |           |          |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          | HIRED AUTOS                                                                                               |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | SCHEDULED AUTOS NON-OWNED AUTOS                                                                           |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | UMBRELLA LIAB                                                                                             |           |          |               |                         |                         | EACH OCCURRENCE \$                                   |
|          | EXCESS LIAB                                                                                               |           |          |               |                         |                         | AGGREGATE \$                                         |
|          | DED RETENTIONS                                                                                            |           |          |               |                         |                         | \$                                                   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             |           |          |               |                         |                         | WC STATU-TORY LIMITS OTH-ER                          |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |           |          |               |                         |                         | 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****CANCELLATION**

WHEATON PARK DISTRICT  
102 E WESLEY ST  
WHEATON, IL 60187

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                             |                    |                                                                                     |  |
|---------------------------------------------|--------------------|-------------------------------------------------------------------------------------|--|
| AGENCY                                      |                    | NAMED INSURED                                                                       |  |
| POLICY NUMBER<br>AB9200058                  |                    | MABINI SYSTEMS INC DBA TEAM 6 SOCCER<br>2S624 KENILWORTH RD<br>GLEN ELLYN, IL 60137 |  |
| CARRIER<br>COUNTRY Mutual Insurance Company | NAIC CODE<br>20990 | EFFECTIVE DATE: 3/15/2019                                                           |  |

### 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.

**Includes copyrighted material of Insurance Services Office, Inc., with its permission.**

**Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.**

**Contains copyrighted material of the National Council on Compensation Insurance, with its permission.**

