

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 **Team Illinois Lacrosse**. 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:
 - Conducting classes submitted for program guides in accordance with production schedule.

Winter Lacrosse – Pre-season Introductory Camps

- The cost of field rental will be paid directly by Wheaton Park District
- Registrations will be taken by WPD. All players need to pre-register. All forms, including Registration and contact information, will be shared with Team Illinois
- Team Illinois coaches will volunteer free of cost for all clinics offered

Spring and Fall Lacrosse – All Levels

- Team Illinois will pay one coach per team.
 - Coach placement is ultimately Team Illinois's decision, but will work with WPD for correct placement
- Team Illinois will form designated rosters for each team
- Team Illinois will schedule all games with IYLA
- Team Illinois will schedule all coaches for this program
- Game and Practice Schedules. This will include game schedules with outside programs, when available.
 - Away games will generally be scheduled within a 20 mile radius.
- All Parent communication – weather, game reminders, issues, and general questions

- Team Illinois will provide each team with balls, cones, and Jerseys
- Minis will receive only a pinnie Jersey
- Juniors, Minors and Majors will receive full uniform package (Sublimated Jersey, shorts and Shooter Shirt) paid out of **TI** contractual agreement
- Weekly practice plans to ensure coaches are progressing teams during the season
- On-site Coordinator at each practice to monitor practices, answer questions, resolve conflicts
- Revenue share for this program will be 60% for Team Illinois and 40% for WPD.
- Team Illinois will invoice WPD for 25% of their portion of the revenue share at the start of the program. Remaining 75% will be invoiced once program is completed.
- Marketing for this program during the Winter 2021 and Winter 2022 season. This includes email blasts, website placement with registration link directing to WPD website, social media posts.
- **Scheduling and Coordination:** **TI** will schedule and coordinate all coaches and officials for the program. **TI** will coordinate with team liaisons/coaches with respect to practice times, game times, locations on behalf of the **WPD**. **TI** will schedule and coordinate game schedules and will communicate such through both **TI** and **WPD**. communication channels. **INCLUDED IN PRICING.**
- **Participant Communications.** **TI** will establish and implement a communication network with all program participants through its current web site and e-mail blast systems. This will include notifications for changes in practice schedules, practice times, game schedules and overall parent communication needs. **INCLUDED IN PRICING.**
- **Coaches:** **TI** will provide coaches for all practices and games. One coach per team will be paid by **TI**. Additional coaches will be volunteers. **INCLUDED IN PRICING.**
- **Practice Plans-** **TI** will create and provide 'practice plans' for all coaches at all levels. Plans will be age and skill level appropriate and concentrate on a particular skill(s) each week. Plans will be created by experienced high school and college level lacrosse coaches under the guidance of US Lacrosse Youth Coaching guidelines.* All practice plans are deemed proprietary and will remain the sole property of **TI**. **INCLUDED IN PRICING.**
- **Marketing:** **TI** agrees to market these **WPD** programs through its usual channels which include **TI** web site placement and e-mail blast to current members.

B. Results to be achieved by Contractor include:

- Conducting a successful class based on program description, dates and times advertised.
- Provide the services as outlined in section II, A of this agreement.
- Receive enough registration to run the class, camp and or clinic.
- Conducting a successful class based on program description, dates and times as promoted.
- Provide skills development to ensure participants understand the rules of lacrosse, positions and technique to play the game of lacrosse.
- Provide league game schedule and access to web site to WPD.
- To be evaluated and well received by participants and community.
- Trainers must provide open and effective communication with their assigned teams and the Wheaton Wolverines Lacrosse Organization.
- Trainers will create training session plans for each training session using the Team Illinois template.

- C. Days and hours of work to be performed by Contractor include:
- Classes based on submission by contractor and enrollment.
 - Dates and times are set by WPD staff.
 - Varies by team.
- D. Location(s) of work to be performed by Contractor include(s):
- Locations may vary depending on season.
 - Central Athletic Complex, 500 S Naperville Road, Wheaton, IL 60187.
 - Wheaton North High School, 701 W Thomas Road, Wheaton, IL 60187.
 - Wheaton Seven Gables Park, Winners Cup Circle, Wheaton IL 60189.
 - Wheaton Graf Park, Manchester Rd, Wheaton, IL 60187.
 - Various CUSD 200 locations.
 - Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton, IL 60187
- E. Contractor's other responsibilities include:
- Provide WPD staff with an Invoice prior to last day of class in order to be paid in a timely manner.
 - Provide WPD staff with changes for brochure, fees, location and/or any other matter pertaining to the program.
- 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 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:
- January 1, 2021 – December 31, 2021
- V. A. Method of payment:
- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
 - Contractor will receive _____60%_____ split of resident rate with Wheaton Park District.
- In return for the duties and obligations indicated above program revenue will be distributed as follows;
- **TI:** 60% of all collected fees. 25% of this fee will be invoiced at the start of the program. Balance of 75% will be invoiced once program concludes. Payment will be based on Net 30 terms and will be paid within 30 days of WPD's receipt of invoice.
 - **WPD:** 40% of all collected fees
 - **TI:** 100% of game jersey income

Revenue Distribution:

- One (1) week after the start of each program **TI** will invoice **WPD** 25% of the anticipated revenue to be received by **TI** for that program. **WPD** agrees to pay that invoice within 30 days of receipt.
- At the end of each session **TI** will invoice **WPD** for the remaining 75% of the anticipated revenue to be received by **TI** (with adjustments) for that program. **WPD** agrees to pay that invoice within 30 days of receipt.

Note: **WPD** will be responsible for all billing, registrations and collections and agrees to distribute **TI** Revenue share as indicated above.

- Spring Lacrosse – Recreational Level
 - Mini's Lacrosse - \$90
 - Boys Lacrosse - \$270
 - Select Teams as decided by **TI** and **WPD**– Additional \$285

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

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:

WPD agrees that TI will be the only Independent Contractor who will coordinate and run lacrosse programs on behalf or in conjunction with the WPD during the effective dates of the agreement. Renting fields to other independent lacrosse organizations by WPD is not considered a breach of this agreement.

Minimum Program Numbers:


WPD and TI will agree, on a program by program basis, a minimum number of participants to consider the program viable prior to the start of any program.

10:1 coaching ratio:

The 10:1 coaching ration is an estimate. The final coaching ratio will be determined on a program by program basis by both WPD and TI.


Criminal Background checks:

TI agrees to allow background checks on any or all of its employees involved with any WPD program at the sole expense of WPD.


Authorized Signature of Contractor

JOSEPH OPRON
Print Name

2/9/2021
Date


Authorized Signature

Michael J. Benard
2/19/2021
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)
02/10/2021

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 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
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/ C, No. Ext): 800-622-7370 | **FAX (A/ C, No):** 803-256-4017
E-MAIL ADDRESS: amateur@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
Lacrosse Illinois NFP
Team Illinois Lacrosse
510 Robinwood Lane
Wheaton, IL 60189

Application ID: 310873
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY

23787

INSURER B:

INSURER C:

INSURER D:

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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	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 type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6B RPG 72586	07:45:45 PM ET 02/09/2021	12:01AM ET 02/09/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products- completed Operations) \$5,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (not provided while in Hawaii) <input checked="" type="checkbox"/> NON- OWNED AUTOS (not provided while in Hawaii)			6B RPG 72586	07:45:45 PM ET 02/09/2021	12:01AM ET 02/09/2022	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <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			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EOMLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS TO PARTICIPANTS			6B RPG 72586	07:45:45 PM ET 02/09/2021	12:01AM ET 02/09/2022	EXCESS MEDICAL \$25,000 AD&D NONE DEDUCTIBLE \$100

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

RE: COVERED SPORTS Lacrosse - Youth 12 & Under, Lacrosse - Youth 13-15,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.
 High Brain Injury Sports - For Deck/ Floor/ Field/ Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/ Referee Associations for the above High Risk Concussion Sports. Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

CERTIFICATE HOLDER**CANCELLATION**

RELATIONSHIP:
Property Owner/ Lessor

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

Wheaton Park District
102 E. Wesley
Wheaton, IL 60187

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER: 6B RPG 72586

INSURED: Lacrosse Illinois NFP

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Name of Additional Insured Person(s) or Organizations(s):
Wheaton Park District 102 E. Wesley Wheaton, IL 60187
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 02/09/2021 07:45:45 PM

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