

**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 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 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:
- Providing umpires for the Spring in-house baseball league, in-house softball league, travel baseball, travel softball, part time travel softball tournament, and Red White & Blue baseball/softball 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 | Pinto | Non-Patched Umpires All Season | 1 |
| 3 & 4 | Mustang | Patched | 1 |
| 5 & 6 | Bronco | Patched | 2 |
| 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 5/27 | 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, May 31 | Patched | 2 |
| Championship Day BB/SB | Saturday, June 22 | Patched | 2 |
| Red, White & Blue BB | June 27, 28, 29 and 30 | Patched | 2 |
| Red, White & Blue SB | June 27, 28, 29 and 30 | Patched For All Games | 2 |
| Red, White & Blue BB | July 4, 5, 6, and 7 | Patched | 2 |
| Part Time Travel Softball Tournament | July 4, 5, 6, and 7 | 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.

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:

- April 1, 2019 – November 31, 2019

V. A. Method of payment:

- Cost is \$5 per assigned game for Patched & \$3 per assigned game for Non-Patched, with Wheaton Park District setting the price for umpires.
- Invoice submitted to Wheaton Park District and then purchase order (Check) sent to Contractor.

Non-Patched Umpires pay per game:

| Level | Umpires Pay Plate | Umpires Pay Bases | Official Finders Pay (increase of \$3) Plate | Official Finders Pay (increase of \$3) Bases |
|---|-------------------|-------------------|--|--|
| Baseball Pinto | \$25 | NA | \$28 | \$NA |
| Softball A League (Modified Player Pitch) | \$25 | NA | \$28 | \$NA |
| Baseball Mustang League | \$30 | \$25 | \$33 | \$28 |
| Softball AA | \$35 | \$30 | \$38 | \$33 |

- Patched Umpires pay per game \$50 - Official Finders total pay \$55
- Game change, add, and cancelation policy:
 - Official Finders cannot guarantee Umpires for games scheduled less than 48 hours in advance.
 - Games cancelled under 24 hours for any reason, other than weather, will be billed at half the game fee plus assigning fee.
- Rain Out Policy:
 - Non-Patched
 - Game day changes due to weather MUST be communicated to Tim James (630)779-2497 via phone.
 - No charge for cancelation one hour before game time.
 - Cancellation less than one hour, but before first pitch, to be billed at half.
 - After first pitch full game fee will be billed.
 - Patched
 - Game day changes due to weather MUST be communicated to Tim James (630)779-2497 via phone.
 - No charge for cancelation one hour before game time.

- o Cancellation less than one hour, to be billed at \$30.00 per official.
 - o After first pitch full game fee will be billed.
- 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 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 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 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

Tim James

Print Name

2-11-19

Date

Authorized Signature

[Signature]

Michael J. Benard

2/20/19

Date

Independent Contractor Agreement
Page 6 – Continued

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)
2/8/2019

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).

| | |
|---|--|
| PRODUCER SEAN QUIRK (19738) 310 S MAIN ST UNIT G LOMBARD, IL 60148-0000 | CONTACT NAME: SEAN QUIRK PHONE (A/C, Hg, Ext): 630-620-0541 FAX (A/C, No): 630-620-9809 E-MAIL: SEAN.QUIRK@COUNTRYFINANCIAL.COM ADDRESS: SEAN.QUIRK@COUNTRYFINANCIAL.COM |
| INSURED 3950841 JAMES TIM DBA OFFICIAL FINDERS 33W239 ROOSEVELT RD WEST CHICAGO, IL 60185 | INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Company NAIC # 20990 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

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 | ADD'L SUBR INSR / 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 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | <input checked="" type="checkbox"/> | AB9166754 | 11/1/2018 | 11/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 | <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

CANCELLATION

| | |
|--|---|
| WHEATON PARK DISTRICT 1777 S BLANCHARD WHEATON, IL 60189 | 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 | |
| POLICY NUMBER AB9166754 | | JAMES TIM DBA OFFICIAL FINDERS 33W239 ROOSEVELT RD WEST CHICAGO, IL 60185 | |
| CARRIER COUNTRY Mutual Insurance Company | NAIC CODE 20990 | EFFECTIVE DATE: 2/8/2019 | |

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.

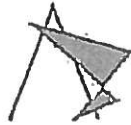
If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

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

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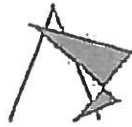
Kellie R. Bylica

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



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Sarah D. Zigulich

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ANDERSON & BOBACK

Kimberly J. Anderson
Attorney

