



ORDINANCE NO. 1786-17

AN ORDINANCE RATIFYING AND CONFIRMING THE EXECUTION OF A PREVIOUSLY EXECUTED INDEPENDENT CONTRACTOR AGREEMENT—FRANK SWINDELL

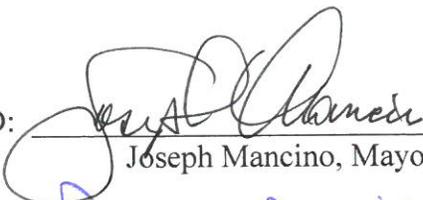
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that this ordinance is ratification in furtherance of a previously executed Independent Contractor Agreement with Frank Swindell, for Chess instruction. Such Agreement is by and between the Village of Hawthorn Woods and Frank Swindell, a copy of which is attached hereto as Exhibit "A", and, by this reference made a part hereof.

The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois, on September 25, 2017:

AYES: Kaiser, Kopik, Riess, Corrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

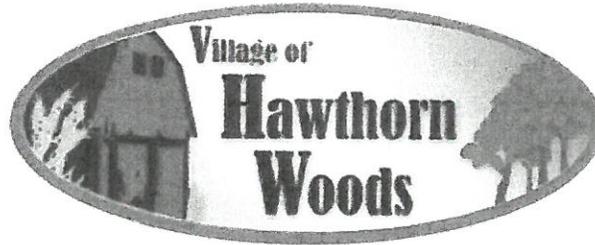
APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: September 25, 2017

APPROVED: September 25, 2017

PUBLISHED: October 2, 2017



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between VILLAGE OF HAWTHORN WOODS (Village), 2 Lagoon Drive, Hawthorn Woods, IL 60047, and

Name (of Vendor): **Frank Swindell**
Address: **18661 W. Brooke Ave.**
City, State, Zip Code: **Grayslake, IL 60030**
Phone: **(847) 651-0860**
Email: **frank.swindell@aol.com**

hereinafter referred to as "Contractor."

Contractor shall furnish instructional services and supervision for the execution and completion of the program(s), on the dates and times, and at the location specified in Attachment 1, after which this Agreement shall terminate.

The Village shall provide the program space/facility

The Village agrees to compensate Contractor on the following basis for its instructional and supervisory services actually and satisfactorily rendered to the Village:

- **75% of resident program registration fees**

Compensation shall be paid after the completion of the course(s) and mailed to the Contractor at its above address.

The Village will sponsor and administer the program, without limitation, registration of participants and collection of fees. The providing of program supplies, materials and equipment will be as mutually agreed between the Village and Contractor.

The Village has the right to cancel the program prior to the scheduled commencement date if the minimum registration requirements are not met. The Village also has the right to cancel an individual meeting session if circumstances warrant it and it is in the best interests of the Village. In this event, Contractor agrees to provide an alternative instructional session at a time mutually agreed upon by the parties hereto.

WHEREAS, the Contractor will be performing work under a contract with the Village, which work will be performed on and/or off the premises of the Village and said Contractor may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations and rules promulgated by any federal, state, county, municipal, park district or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission Regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, the Human Rights Commission, or the EEOC statutory provisions and rules and regulations. The Village reserves the right to conduct a criminal conviction background check on the Contractor and all Contractor personnel. Contractor will abide by Village Rules and Regulations. Failure to comply with all of the above laws, regulations and rules may result in termination of this contract.

2. To protect, indemnify, hold and save harmless and defend the Village, its officers, elected officials and employees against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the contractor or Village, on account of personal injuries or death, or damages to property occurring or growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractor hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the Village or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability or damages or the costs incident thereto cause by the sole negligence of the Village. Nothing in this Paragraph waives any immunities the Village may assert in defense of any action.

3. To keep in force, to the satisfaction of the Village, at all times during the performance of the work referred to above, Public Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 per occurrence, Property Damage Insurance with limits of not less than \$100,000 and workers' compensation and related insurance coverage (if applicable) at amounts required by Illinois State Law. There shall be no additional charge for said insurance to the Village. The Contractor will furnish certificates of insurance for the insurance coverage required herein, naming the Village as an additional insured and providing that such policies may not be canceled or amended without ten days prior written notice having been given to the Village. The policy shall also contain a "contractual liability clause." If the policy is written on a claims made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the Village for a period not less than five years from the termination of the agreement.

4. The Contractor agrees that the cost of any loss or damages to any personal property owned by the Contractor and used in the course of performing said contracted services shall not be the responsibility of the Village.

5. Contractor represents that he/she possesses the requisite qualifications, expertise and experience to properly and safely conduct the program. Contractor shall provide one or more duly qualified individuals to render instruction and supervision for the purpose of execution and completion of the program, subject to the approval of the Village. It is expressly agreed by and

between the parties hereto that the Contractor, its employees or subcontractors are not employees of the Village. The Village agrees to exercise no supervision or control over the method or manner of Contractor's instructional or supervisory techniques, and shall not interfere therewith, so long as Contractor endeavors to execute the purposes of the Village recreational program herein specified. Contractor understands and agrees that he/she has no claim, right, title or interest in any benefits or compensation insuring to any person solely by reason of that person's status as an employee of the Village.

6. In the event the Contractor (or approved representative) cannot make a scheduled meeting session, Contractor agrees to recommend a suitable substitute for that instructional session. Approval of the substitute must be obtained by the Village before such session is held in the Contractor's absence. If such recommendation is not provided to the Village or if the Village does not approve of the substitute, the Contractor agrees to provide an alternative instructional session of a duration equivalent to that of the canceled session. Contractor agrees that if he/she cancels a session and an alternative session is not provided, no compensation will be paid to Contractor for that session.

7. The Contractor agrees that the Village has the power to cancel this entire Agreement at any time if Contractor has misrepresented or fails to fulfill any condition of this agreement. Once written notice of cancellation of the entire agreement has been given by the Village, it shall not thereafter be liable to Contractor for any fee otherwise due hereunder.

8. If any provision of this Agreement is held invalid by any Court of Competent Jurisdiction, that provision shall be deemed excised from this Agreement and the remaining terms of this Agreement shall continue in full force and effect to the extent possible.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

This agreement shall be in effect from its passage.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement.

CONTRACTOR: **Frank Swindell**

Village of Hawthorn Woods

By: **Pamela O. Newton**

Title: **Chief Operating Officer**

Signature: 

Date: 8/31/17

Contractor Name: **Frank Swindell**

Social Security # or Federal ID #: 345-60-3439

Contractor

By: **Frank Swindell**

Title: **Chess Instructor**

Signature: 

Date: 8-7-17



INDEPENDENT CONTRACTOR AGREEMENT
ATTACHMENT 1

PROGRAM	LOCATION	MEETING DATES *	MEETING DAYS	PROGRAM TIME
Chess Fall Session 1	Hawthorn Woods Aquatic Center Community Room	09/05/2017 – 10/24/2017	Tuesdays	6:30 PM – 7:30 PM
Chess Fall Session 2	Hawthorn Woods Aquatic Center Community Room	11/07/2017 – 12/19/17	Tuesdays	6:30 PM – 7:30 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2017

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 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 Jim Olive Insurance Agency, Inc. 206 N Butterfield Rd Libertyville, IL 60048	CONTACT NAME: Jim Olive PHONE (A/C, No, Ext): 847-362-6444 FAX (A/C, No): 847-362-6448 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: State Farm Fire and Casualty Company	NAIC # 25143
	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 LTB	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JEC? <input type="checkbox"/> ECC OTHER:	X	93-GN-F905-4 F	08/19/2016	08/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					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 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	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ DEDUCTBLE \$1000

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

Teacher

CERTIFICATE HOLDER

Additional Insured

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

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