

ORDINANCE NO. 2163-22

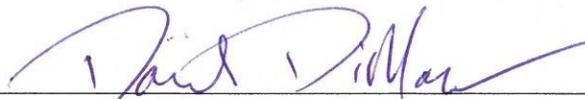
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR NATURE EDUCATION INSTRUCTION WITH ANCIENT OAKS FOUNDATION OF LONG GROVE, ILLINOIS

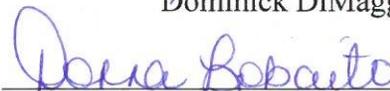
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with Ancient Oaks Foundation of Long Grove, Illinois, in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof. The foregoing Ordinance was adopted by the Village Board of Hawthorn Woods, Illinois on March 28, 2022:

AYES: Kaiser, Bayer, David, Rezacik

NAYS: 0

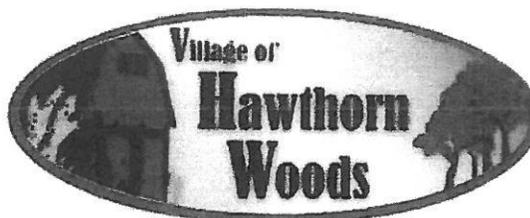
ABSENT AND NOT VOTING: Riess, McCartney

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: March 28, 2022

APPROVED: March 30, 2022



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): **Ancient Oaks Foundation**
Address: **52 Robertson Road**
City, State, Zip Code: **Long Grove, IL 60047**
Phone: **(224) 286-1312**
Email: **info@ancientoaksfoundation.org**

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: **100% of program registration fees for the first \$200 collected by the Village. 50% of program registration fees collected by the Village after the first \$200.**

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

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 for a time span no greater than 2 years.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this **28th day of March, 2022.**

CONTRACTOR: Ancient Oaks Foundation

Village of Hawthorn Woods

By: Pamela O. Newton

Title: COO

Signature: Pamela O. Newton

Ancient Oaks Foundation

By: **Judi Thode**

Title: **President**

Signature: Judi Thode

Business Name: **Ancient Oaks Foundation**

Contractor Social Security # or Federal ID #:
47-1766283



INDEPENDENT CONTRACTOR AGREEMENT
ATTACHMENT 1

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PROGRAM	LOCATION	MEETING DATES	MEETING DAYS	PROGRAM TIME
Wings & Talons Event	Village Hall - Barn	April 29, 2022	Friday	7:00 p.m.