

ORDINANCE NO. 2262-23

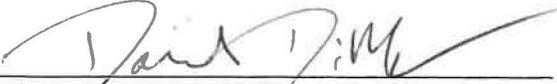
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR YOUTH SPORTS INSTRUCTION WITH HOT SHOTS SPORTS, LLC OF CHICAGO, ILLINOIS

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 Hot Shot Sports, LLC of Chicago, 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 June 26, 2023:

AYES: Kaiser, McCarthy, Ryonie, Bauer, Hurst, Raman

NAYS: 0

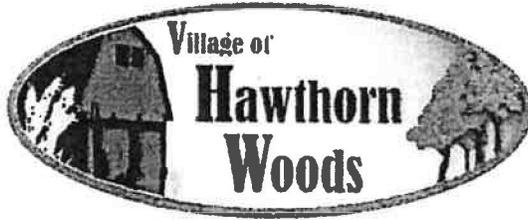
ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: June 26, 2023

APPROVED: June 26, 2023



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): Hot Shots Sports, LLC
Address: 4055 W Peterson Ave
City, State, Zip Code: Chicago, Illinois 60646
Phone: 773-991-6682 (Steve Duman)
847-894 - 9315 (Sam Olbur)
Email: steve@hotshots4kids.com
sam@hotshots4kids.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 collected by the Village.**

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 and copies of the policies 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." Contractor shall also provide the Village with original endorsements affecting coverage required by this paragraph. 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. Contractor shall ensure that all employees or individuals assigned to the program have passed a recent criminal background check and shall provide lawful evidence of same upon request by 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 for a time span no greater than 2 years.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this 26 day of June, 2023.

CONTRACTOR: Hot Shots Sports, LLC

Village of Hawthorn Woods

By: Dominick DiMaggio

Title: Mayor

Signature: [Handwritten Signature]

Business Name: Hot Shots Sports, LLC

Contractor Social Security # or Federal ID #: 36-442-0435

Hot Shots Sports, LLC

By: Steve Duman

Title: CEO/owner

Signature: [Handwritten Signature]



INDEPENDENT CONTRACTOR AGREEMENT

ATTACHMENT 1

PROGRAM	LOCATION	MEETING DATES	MEETING DAYS	PROGRAM TIME
Youth Tennis	Community Park	6/8-7/6/2023	Thursdays	5-6 PM
Youth Tennis	Community Park	7/20-8/17/2023	Thursdays	5-6 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2023

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 The Camp Team 9035 WADSWORTH PKWY STE 3820 WESTMINSTER, CO 80021-4541	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 747-9573	FAX (A/C, No): (303) 422-1276
E-MAIL ADDRESS: jstevens@campteam.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Great American Insurance Company		16691
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Hot Shots Sports, LLC 4055 W PETERSON AVE CHICAGO, IL 60646-6182	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** GAP103233 **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	X		PAC 4265294	09/01/2022 12:00 AM	09/01/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY	\$1,000,000
	GENL 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						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
A	Professional Liability	X		PAC 4265294	09/01/2022 12:00 AM	09/01/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000
							AGGREGATE LIMIT	\$1,000,000
A	Abuse and Molestation	X		PAC 4265294	09/01/2022 12:00 AM	09/01/2023 12:01 AM	EACH OCCURRENCE	\$100,000
							GENERAL AGGREGATE	\$300,000
A	Accident/Medical Coverage			BSR-E763528-00	09/01/2022 12:00 AM	09/01/2023 12:01 AM	AD&D	\$2,500
							MAXIMUM MEDICAL	\$25,000
							DEDUCTIBLE	\$500

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

Covered Activities: Youth Sports

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

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

The Camp Team

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: PAC 4265294 / GAP103233
Insured: Hot Shots Sports, LLC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Village of Hawthorn Woods 2 Lagoon Drive Hawthorn Woods, IL 60047
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an 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 of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hot Shots Sports	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 4055 West Peterson Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, IL 60646	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number [] [] [] - [] [] - [] [] []
	OR Employer identification number 3 6 - 4 4 2 0 4 3 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 6/20/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*