

ORDINANCE NO. 2205-22

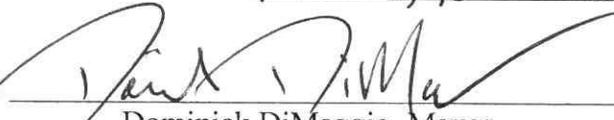
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR DRAMA/THEATRE INSTRUCTION WITH CRICKET THEATRE OF LAKE ZURICH

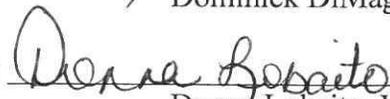
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with Cricket Theatre of Lake Zurich, in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof. The foregoing Ordinance was adopted by the Village Board of Hawthorn Woods, Illinois on October 24, 2022:

AYES: Kaiser, Bayer, McCartney, Resceis

NAYS: 0

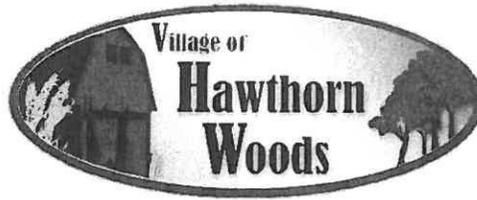
ABSENT AND NOT VOTING: Riess, David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: October 24, 2022

APPROVED: October 24, 2022



**THE VILLAGE OF HAWTHORN WOODS
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT entered into by and between The Village of HAWTHORN WOODS, 2 Lagoon Drive, Hawthorn Woods, IL 60047, and hereinafter referred to as "Village" and the Independent Contractor/Vendor, herein referred to as "Contractor."

1. Name (of Contractor/Vendor): Cricket Theatre

Address: 895 Interlaken Drive

City, State, Zip Code: Lake Zurich, Illinois 60047

Phone: __224-213-4983__

2. Contractor shall furnish instructional services and supervision for the execution and completion of the Village's Park or Special Events Department program/s, on the dates and times, and at the location specified below:

Program: Fall Youth Theatre Production of The Rainbow Fish Musical

Facility: St. Mathews Lutheran School Room: Gym

Program Meeting Dates: From: 9/17/2022 To: 11/22/2022

Program Meeting Days: Mon. Tues. Wed. Thurs. Fri. Sat. X Sun.

Program Times: From: 9:30 am To: 11:00 am

And other programs as shown on Attachment 1, if applicable.

3. The **Village** shall provide the program space/facility.

4. The Village agrees to compensate Contractor on the following basis for its instructional and supervisory services actually and satisfactorily rendered to the Village:
70 % of the program registration; 30% to be retained by the Village of Hawthorn Woods, Illinois. The registration fee assessed is \$225 for each registrant 1st through 5th grade.

Compensation shall be paid on 11/30/2022 (date and/or payment arrangements) and mailed to (or hand delivered) to the Contractor at its above address.

5. The Village will sponsor and administer the program, without limitation, the registration of participants and collection of fees. The providing of program supplies, materials and equipment will be the responsibility of the Contractor unless agreed otherwise in writing.
6. 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.
7. 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 the Contractor agrees that anyone working under the Contractor's agreement (employees or subs) must consent to a background check at the expense of the Contractor. DCFS regulations must be enforced with all Contractor's personnel when working with children. Contractor will abide by Village, State, Department of Children and Family Services, and Illinois Park District 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, 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.

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. 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 claim 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. To indemnify the Village for any loss it may sustain from the acts or negligence of the employees of the Contractor or of the subcontractors.

5. 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.

6. 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 of Hawthorn Woods. The Village agrees to exercise no supervision 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/special events program herein specified according to best management practices. 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.

7. 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.

8. The Contractor agrees that the Village has the power to cancel this entire Agreement 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.

9. IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have oversight 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.

10. This agreement shall be in effect from 9/17/2022 until 11/22/2022, inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this 24th day of October, 2022.

THE VILLAGE OF HAWTHORN WOODS:

By: Teagan Johnson

Title: Recreation Supervisor

INDEPENDENT CONTRACTOR:

By: Mary Beth Euker

Title: President, Director.

Business Name: Cricket Theatre Company

Social Security # or Federal ID # 462821905

ATTACHMENT 1

CONTRACTOR: INDEPENDENT CONTRACTOR AGREEMENT

Program 1: Fall Youth Theatre Production of The Rainbow Fish Musical

Facility: _____ St Mathews Lutheran School_ Room: Gym_

Program Meeting Dates: From: _____ 9/17/2022 _____ To: _____
_____ 11/22/2022 _____

Program Meeting Days: Mon. Tues. Wed. Thurs. Fri. Sat. X Sun.

Program Times: From: _____ 9:30 am _____ To: _____ 11:00 am _____

Program 2: _____

Facility: _____ Room: _____

Program Meeting Dates: From: _____ To: _____

Program Meeting Days: Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

Program Times: From: _____ To: _____

Program 3: _____

Facility: _____ Room: _____

Program Meeting Dates: From: _____ To: _____

Program Meeting Days: Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

Program Times: From: _____ To: _____