

ORDINANCE NO. 2352-24

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH DO ART PRODUCTIONS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed to execute an agreement with the Do Art Productions, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

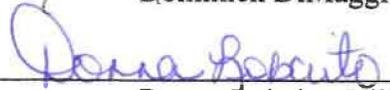
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on May 21, 2024:

AYES: Kaiser, Reynolds, Bauer, Hurst, Roman

NAYS: 0

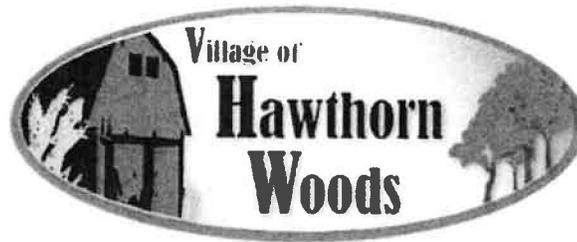
ABSENT AND NOT VOTING: McCarty

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: May 21, 2024

APPROVED: May 21, 2024



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): Do Art Productions
Address: 12N535 Bahr Road
City, State, Zip Code: Hampshire, IL 60140
Phone:
Email: do.art.productions89@gmail.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.

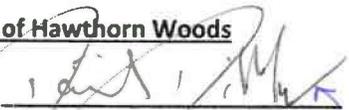
This agreement shall be in effect from its passage for a time span no greater than 2 years.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this **21st day of May 2024**.

CONTRACTOR: DO ART PRODUCTIONS

Village of Hawthorn Woods

By:



Title:

Mayor

Signature:

Dominick DiMaggio

Do Art Productions

By:

Jerry Moffitt

Title:

LEAD PERFORMER

Signature:

Jerry Moffitt

Business Name: Do Art Productions

Contractor Social Security # or Federal ID #:

92-1904591



INDEPENDENT CONTRACTOR AGREEMENT

ATTACHMENT 1

PROGRAM	LOCATION	MEETING DATES	MEETING DAYS	PROGRAM TIME
Comic Book Creations	Long Grove Reed Turner Center	April 18 – May 16	Thursdays	5:15 PM – 6:15 PM

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. Chester Roush	
2 Business name/disregarded entity name, if different from above Do Art Productions	
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 checked="" 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 type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 12N535 Bahr Rd	Requester's name and address (optional)
6 City, state, and ZIP code Hampshire IL 60140	
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										
9	2		-	1	9	0	4	5	9	1

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 ▶ <i>Chester S Roush</i>	Date ▶ <i>3/26/24</i>
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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-INT (interest earned or paid)

- 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.



SPECIALTY CERTIFICATE OF LIABILITY INSURANCE

DATE
(MM/DD/YYYY)
04/18/2024

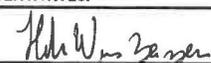
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Insurance Agency Performers of the U.S. 3432 Denmark Ave #231 Eagan, MN 55123		Contact Name: Heather Weiss Zenzen Phone: 715-246-8908 FAX: 715-246-8908 Email: certs@specialtyinsuranceagency.com	
INSURED PERFORMERS OF THE U.S. AND ITS PARTICIPATING MEMBERS: Gerald W. Moffitt Jr. dba Do Art Productions 6058 South Bel Dora Drive Rochelle, IL 61068		INSURERS AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		NAIC #	
		35378	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<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"/> PROJECT <input type="checkbox"/> LOC	X	X	2CN0177-42277	11/14/2023	11/13/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							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
A	PERFORMER ASSISTANT(S)						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	BUSINESS PERSONAL PROPERTY - INLAND MARINE						AGGREGATE	\$
A	SEXUAL ABUSE AND MOLESTATION <input checked="" type="checkbox"/> OCCUR			2CN0177-42277	11/14/2023	11/13/2024	EACH OCCURRENCE	\$ 100,000
							AGGREGATE	\$ 300,000
A	DATA BREACH AND CYBER LIABILITY COVERAGE						AGGREGATE	\$
A	EQUIPMENT LEASED OR RENTED						AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.:
 Gerald W. Moffitt Jr. dba Do Art Productions
 Additional Insured: Village of Hawthorn Woods
 Sexual abuse or molestation coverage is not excluded by endorsement.
 Email: TJohnson@vhw.org Attn: Teagan Johnson Event Dates: 04/18/2024 - 05/16/2024
 Insured for: Educational artist, Childrens Entertainer, Public Speaker, Musician

CERTIFICATE HOLDER		CANCELLATION	
Village of Hawthorn Woods 2 Lagoon Drive Hawthorn Woods, IL 60047		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE 	



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$INCLUDED (Check box if fully earned)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.