
MEMO

APPROVED
6/12/2023



DATE: June 7, 2023
FROM: Lisa L. Moore
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Jocelyn Stroud

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Parks Department and Jocelyn Stroud for use of Buddy LaFortune Community Center on Mondays, Thursdays, and Saturdays for Zumba classes beginning June 26, 2023 through May 18, 2024 at rate of 20% of the paid enrollment charges, as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / dcc

SUBMITTED FOR: The June 12, 2023 BOCC meeting agenda.

CME# 20230970



APPROVED
6/12/2023

Independent Instructor Agreement

This agreement is made as of the 26 day of June, 2023, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter referred to as the "COUNTY" and Jocelyn Stroud an Independent Instructor, hereinafter referred to as "INSTRUCTOR."

WITNESSETH

WHEREAS, the COUNTY desires to make available a/an Zumba program, and desires to contract with INSTRUCTOR to provide a specific service for that program; and

WHEREAS, the COUNTY and INSTRUCTOR desire to clarify and define their responsibilities with regard to providing said program.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and INSTRUCTOR hereby agree, as follows:

1. **Term:** the class, activity, or service will begin on June, 2023 and will meet thereafter _____ times, with the termination date of this agreement being May 18, 2024.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees from the INSTRUCTOR. The fees to the INSTRUCTOR for this class or activity are 20% of the paid enrollment charges for the class or activity.
 b. **Charges:** the INSTRUCTOR shall collect all charges from the participants. The rates charged by the INSTRUCTOR to each participant for this class or activity are \$5/class.
3. **Payment to County:**
 The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20% of the enrollment rates charged to each participant for the class or activity. This amount shall be paid on or before the 10th of each month to Tulsa County Parks.
4. **Specific Details:**
 - a. Type of service/instruction: Zumba
 - b. Name of class or activity: Zumba
 - c. Day(s)/date(s) scheduled: Mondays and Thursdays / Saturdays
 - d. Time scheduled: 6:00 - 7:00 / 10:00 - 11:00
 - e. Location: Buddy LaFortune Community Center
 - f. A minimum of _____ and a maximum of _____ paid enrollments must be confirmed by the INSTRUCTOR prior to commencement of the class or activity. The COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of participants registered.

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Independent Instructor Agreement

5. **Independent Instructor Status:** it is specifically understood that INSTRUCTOR is and Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR concur that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of services herein specified.
6. **Taxes:** it is acknowledged and agreed by the COUNTY and INSTRUCTOR that the COUNTY is neither paying Social Security benefits nor withholding taxes from the INSTRUCTOR'S compensation for said service. The INSTRUCTOR assumes all liability and responsibility for payment of his/her own or qualified employee FICA and Social Security benefits with respect to this Agreement.
7. **Termination:** the COUNTY may terminate this Agreement at any time upon written notice to the INSTRUCTOR and the INSTRUCTOR may terminate this Agreement upon written notice mailed to the COUNTY at least thirty (30) working days prior to the INSTRUCTOR'S departure date.
8. **Subcontracting:** the INSTRUCTOR may not subcontract or assign any rights, responsibilities, or obligations under this Agreement.
9. **Schedule/Cancellation:** the COUNTY reserves the right to cancel or reschedule class or activities due to special events or unforeseen circumstances.
10. **Insurance:** the INSTRUCTOR shall retain liability insurance for any class, activity, or function. Said insurance is limited to no less than \$1,000,000.00. INSTRUCTOR shall name as co-insured on insurance policy, the Board of County Commissioners of the County of Tulsa. A copy of the insurance policy must be attached as an exhibit to this Agreement.

Waived: _____

Signature: Director of Parks/Tulsa County, Board of County Commissioners

11. **Performance:**

a. INSTRUCTOR agrees to:

- i. Perform the service set forth herein in accordance with all applicable Tulsa County and Tulsa County Parks rules and regulations, and in a competent, professional, and safe and responsible manner with full regard for the safety of the participants as well as the facility.
- ii. No person other than the INSTRUCTOR or a qualified employee of the INSTRUCTOR shall be engaged to provide the services provided for in this Agreement.
- iii. Provide written activity plans for each class or activity for which the INSTRUCTOR is responsible (written activity plans must be submitted prior to execution of contract).
- iv. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this Agreement.



Independent Instructor Agreement

11. Performance (Continued):

a. INSTRUCTOR agrees to (continued):

- v. Inspect the activity site prior to beginning each class or activity, and noting any damage or unsafe condition to facility, equipment prior to its use. Should an unsafe condition exist at a facility, INSTRUCTOR should report said condition immediately to the County Representative and postpone said class or activity until condition is addressed.
- vi. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the same or better condition in which it was found prior to the activity or class.
- vii. Provide the County Representative with 10 day(s) notice of all schedule conflicts/changes.
- viii. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
- ix. Provide the County Representative with a complete and accurate Class/Activity Financial Report, copies of participant payment receipts, and acceptable payment in accordance with this Agreement, due on or before the 10th day of each month following a month in which classes were conducted or monies were collected.

b. COUNTY agrees to:

- i. Maintain the facilities in proper working order.
- ii. Provide Class/Activity Roster and Activity Financial forms to the INSTRUCTOR.

12. Exhibits: if any additional requirements such as specialty certifications, licenses, and/or memberships applicable to the class or activity are required, INSTRUCTOR and COUNTY may attach applicable Exhibit(s). The INSTRUCTOR'S proposal should also be included as an Exhibit to this Agreement. All Exhibits shall be agreed to by both parties and incorporated into and made part hereof.

13. County Representative: the County Representative for this Agreement is:

Kimberly Light

Phone Number: 918-496-6221

14. Indemnification: the INSTRUCTOR shall indemnify and hold harmless and defend the Board of County Commissioners of the County of Tulsa, and their respective agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any and all claims and causes of action brought in relation to services, acts, and/or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this Agreement.



Independent Instructor Agreement

15. **Notices:** all notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Tulsa County Parks
218 W. 6th Street, 2nd Floor
Tulsa, OK 74119-1004

and if sent to the INSTRUCTOR, shall be mailed to:

INSTRUCTOR'S NAME: Jocelyn Stroud

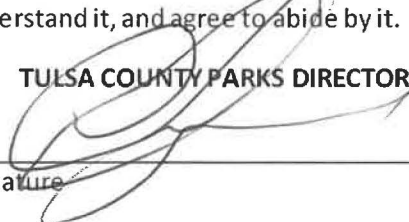
INSTRUCTOR'S ADDRESS: 5920 E 80th PL

INSTRUCTOR'S PHONE NO.: 918-273-8884

16. **Terms:** the terms of this Agreement and the enforcement thereof shall be governed by the laws of the State of Oklahoma. Venue for interpretation and enforcement of this Agreement shall be in the courts located in Tulsa County, Oklahoma.

IN WITNESS WHEREOF, the parties have read the preceding and by the date first written above, understand it, and agree to abide by it.

TULSA COUNTY PARKS DIRECTOR



Signature

BOARD OF COUNTY COMMISSIONERS



Signature

INSTRUCTOR



Signature

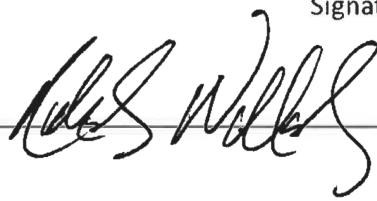
TULSA COUNTY CLERK



Signature



Approved as to Form:



Assistant District Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2023

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 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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Hiscox Insurance Company Inc	NAIC # 10200
INSURED Jocelyn Stroud DBA OK FitVybZ 5920 E 80th Pl Tulsa, OK 74136	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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 OTHER:	Y		P100.274.241.4	05/19/2023	05/19/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> 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						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as an Additional Insured with respect to the operations of the Named Insured

CERTIFICATE HOLDER**CANCELLATION**

Tulsa County Board of County Commissioners 218 West 6th st Tulsa, Ok 74119	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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