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# MEMO

APPROVED  
6/26/2023



DATE: June 21, 2023  
FROM: Matney Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement - Teal Dance Company LLC

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Parks and Teal Dance Company LLC for use of Buddy LaFortune Community Center to hold dance classes on Tuesdays, Thursdays, and Saturdays as further described in the attached.

Respectfully submitted for your approval and execution.

MME / llm

SUBMITTED FOR: The June 26, 2023 BOCC meeting agenda.

CMF# 20231099



**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 Laura Teal, Teal Dance Co. LLC, an Independent Instructor, hereinafter referred to as "INSTRUCTOR."

**WITNESSETH**

**WHEREAS**, the COUNTY desires to make available a/an Dance Program 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 31, 2024.

2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees from the INSTRUCTOR. The fees to the INSTRUCTOR for tis 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 \$10/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 10<sup>th</sup> of each month to Tulsa County Parks.

4. **Specific Details:**

a. Type of service/instruction: Dance instruction

b. Name of class or activity: Tipp Toes Dance

c. Day(s)/date(s) scheduled: Tuesdays, Thursdays and Saturdays

d. Time scheduled: 9:30 - 10:45, 5:30 - 7:15, 10:00 - 12:15

e. Location: Buddy LaFortune Community Center

f. A minimum of 3 and a maximum of 20 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.

CMF# 20231099



### 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 10<sup>th</sup> 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. 6<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Tulsa, OK 74119-1004

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

INSTRUCTOR'S NAME: Laura Teal  
INSTRUCTOR'S ADDRESS: 11120 S Kingston Ave Tulsa, OK 74137  
INSTRUCTOR'S PHONE NO.: 918-361-4134

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)  
05/05/2023

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).

<b>PRODUCER</b>  Tyler McCall 8806 S Yale Ave Suite A  Tulsa OK 74137	<b>CONTACT NAME:</b> Tyler McCall <b>PHONE (A/C No, Ext):</b> 918-392-3920 <b>E-MAIL ADDRESS:</b> tyler.mccall.k53n@statefarm.com	<b>FAX (A/C No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> State Farm Fire and Casualty Company	<b>NAIC #</b> 25143
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
 TEAL DANCE COMPANY, LLC  
 11120 S KINGSTON AVE  
 TULSA OK 741377726

**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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	96-CW-K565-6	06/01/2023	06/01/2024	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
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE      OTH-ER \$
							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)

<b>CERTIFICATE HOLDER</b>  Board of County Commissioners 218 W 6th St  Tulsa OK 74119	<b>CANCELLATION</b>  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  This form was system-generated on 05/05/2023
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