
MEMO

APPROVED
8/16/2021



DATE: August 9, 2021
FROM: Matney M. 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 Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Parks Department and Teal Dance Company, LLC for the Tippi Toes Dance class to be held at Chandler Park Community Center on Tuesdays between July 1, 2021 through June 30, 2022 from 6:00pm – 6:45pm. Enrollment fees charged by the instructor are \$60.00 per month with 20% of the enrollment fees paid to the County as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The August 16, 2021 BOCC meeting agenda.

CMF# 20211877



Independent Instructor Agreement

For Recreational Classes/Activities

This Agreement is made as of the 16th day of August, 2021, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Teal Dance Co, LLC, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Dance 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 regards 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 July 1st, 2021 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2022.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees and charges from the INSTRUCTOR. The fee(s) charges charged by the COUNTY for this class or activity (is) (are): _____, or _____ % of the paid enrollment fee(s) charges for the class or activity.
- b. **Fees:** The INSTRUCTOR shall collect all fees and charges from the Participants. The fee(s) charges charged by the INSTRUCTOR for this class or activity (is) (are): \$60/mo. or _____ % of the paid enrollment fee(s) for the class or activity.

3. PAYMENT TO COUNTY:

The INSTRUCTOR shall pay to the COUNTY the sum of \$ _____ or 20 % of the paid enrollment fee(s) charges charged for the class or activity payable on or before the 10th of each month to the TULSA COUNTY PARKS.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: Tippi Toes Dance
- b. Name of class or activity: Ballet, Tap and Jazz
- c. Day(s)/Date(s) Scheduled: Tuesdays
- d. Time Scheduled: 6:00 - 6:45 pm
- e. Location: Chandler Park Community Center
- f. A minimum of 4 and a maximum of 20 paid enrollments must be received by the INSTRUCTOR prior to commencement of the class or activity. COUNTY reserves the right to cancel each class or activity which does not have the specified minimum number of Participants registered.

- 5. **Independent Instructor Status:** It is specifically understood that INSTRUCTOR is an Independent Instructor and not an Employee of the COUNTY. The COUNTY and INSTRUCTOR agrees 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 service herein provided by the INSTRUCTOR is a professional service and 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:** Due to special events or unforeseen circumstances the COUNTY reserves the right to cancel or reschedule class or activities.
- 10. **Insurance:** The INSTRUCTOR shall acquire 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 policy: Tulsa County, Board of County Commissioners. A copy of insurance 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:
 1. 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.
 2. 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.
 3. 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.)
 4. Provide and maintain, in proper working order, all necessary equipment specified to conduct the services provided for in this agreement.
 5. 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.
 6. Inspect the activity site after the class or activity is concluded to assure that the facility is left in the condition in which it was found.
 7. Utilize his or her own methods and procedures toward a result which shall be in accordance with the purposes, intent and objectives of the COUNTY in providing such recreational class or activity.
 8. Provide the County Representative with ____ day(s) notice of all schedule conflicts/changes.
 9. INSTRUCTOR shall immediately notify the County Representative of any unanticipated absences due to circumstances such as personal/family illnesses.
 10. 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:
 1. Maintain the facilities in proper working order.
 2. Provide class/activity roster and activity financial forms to the INSTRUCTOR.
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12. **Exhibits:** If any additional provisions are applicable to the class or activity, as provided for herein, INSTRUCTOR and the COUNTY may attach applicable Exhibit(s). 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 incorporated into and made part hereof.

13. **County Representative:** The County Representative for this CONTRACT is:

Scott Bartel . Phone Number: 918 591 6064

14. **Indemnification:** The INSTRUCTOR shall indemnify and save harmless and defend Tulsa COUNTY, Board of County Commissioners, 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 negligent acts or omissions of the INSTRUCTOR during the performance of the INSTRUCTOR'S services under this 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 St., 2nd Floor
Tulsa, OK 74119-1004

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Laura Teal / Teal Dance Co. LLC

INSTRUCTOR'S address: 11120 S. Kingston Ave.
Tulsa, OK 74137

INSTRUCTOR'S Phone No: 918.361.4134

16. **Terms:** The terms of this CONTRACT and the enforcement thereof shall be governed by the laws of the State of Oklahoma.

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

TULSA COUNTY PARKS DIRECTOR

[Signature]
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

[Signature]
SIGNATURE

INSTRUCTOR

[Signature]
SIGNATURE

TULSA COUNTY CLERK

[Signature]
SIGNATURE

Approved as to form:

James G. Rea
Assistant District Attorney



Digitally signed by James G. Rea
Date: 2021.08.06 17:38:52 -0500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2021

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 RICH & CARTMILL INC. 2738 E 51ST ST STE 400 TULSA, OK 74105-6228 918-743-8811	CONTACT NAME:	
	PHONE (A/C, No, Ext): 918-743-8811	FAX (A/C, No): 918-744-8429
E-MAIL ADDRESS: jharper@rcins.com; richcartmill@rcins.com; anewcomer@rcins.com; bgorrell@rcins.com; jcassity@rcins.com; accounting@rcins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United States Fire Insurance		21113
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED	SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS	CERTIFICATE NUMBER: USP337656	REVISION NUMBER:
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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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC			SRPGAPML-101-0720	06/01/2021 12:01 AM	06/01/2022 12:01 AM	GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMPI/OP AGG \$2,000,000.00 PERSONAL & ADV INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$300,000.00 MED EXP (Any one person) \$0.00	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
								EACH OCCURRENCE \$0.00 GENERAL AGGREGATE \$0.00 EACH OCCURRENCE \$ GENERAL AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ballet, tap, jazz and hip hop

CERTIFICATE HOLDER Teal Dance Company, LLC 11120 S Kingston Ave Tulsa, OK 74137	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 Rich & Cartmill Inc.
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ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
05/26/2021

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGAPML-101-0720/USP337656		EFFECTIVE DATE 06/01/2021 12:01 AM	NAMED INSURED(S) Teal Dance Company, LLC	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

X ADDITIONAL INSURED BEACH OF WARRANTY CO-OWNER EMPLOYEE AS LESSOR LEASEBACK OWNER LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER
		Tulsa County Board of County Commissioners 2315 Charles Page Boulevard Tulsa, OK 74127	LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____ INTEREST END DATE: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____
E-MAIL ADDRESS: _____			
X ADDITIONAL INSURED BEACH OF WARRANTY CO-OWNER EMPLOYEE AS LESSOR LEASEBACK OWNER LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER
		Jenks Community Education 205 East B Street Jenks, OK 74037	LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____ INTEREST END DATE: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____
E-MAIL ADDRESS: _____			
X ADDITIONAL INSURED BEACH OF WARRANTY CO-OWNER EMPLOYEE AS LESSOR LEASEBACK OWNER LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER
		Union Community Education 8506 E 61st Street Tulsa, OK 74133	LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____ INTEREST END DATE: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____
E-MAIL ADDRESS: _____			
X ADDITIONAL INSURED BEACH OF WARRANTY CO-OWNER EMPLOYEE AS LESSOR LEASEBACK OWNER LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER
			LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____ INTEREST END DATE: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____
E-MAIL ADDRESS: _____			
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			LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
REASON FOR INTEREST: _____		REFERENCE / LOAN #: _____ INTEREST END DATE: _____	PHONE (A/C, No, Ex): _____ FAX (A/C, No): _____
E-MAIL ADDRESS: _____			