
MEMO

APPROVED
5/23/2022



DATE: May 18, 2022
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Belinda Tubby

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 Department and Belinda Tubby for a Stamp Art program to be held at the Bixby Community Center on the second Thursday of each month beginning July 14, 2022 through June 29, 2023 as further described in the attached.

Respectfully submitted for your execution and approval.

MME /wld

SUBMITTED FOR: The May 23, 2022 BOCC meeting agenda.

CMF# 20220881



2022/23

APPROVED
5/23/2022

Independent Instructor Agreement

This agreement is made as of the 23rd day of May, 2022, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter referred to as the "COUNTY" and Belinda Ruby an Independent Instructor, hereinafter referred to as "INSTRUCTOR."

WITNESSETH

WHEREAS, the COUNTY desires to make available a/an Art 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 July 14, 2022 and will meet thereafter 12 times, with the termination date of this agreement being June 29, 2023.
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 \$10.

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: Art
- b. Name of class or activity: Stamp Art
- c. Day(s)/date(s) scheduled: 2nd Thurs monthly
- d. Time scheduled: 6-9 pm
- e. Location: Bixby 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.



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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:

Celia Wetherill

Phone Number: 918-366-4841

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.



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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: BELENDA TOBBY
INSTRUCTOR'S ADDRESS: 1350 W 220 RD
INSTRUCTOR'S PHONE NO.: 918 760 8975

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

[Handwritten Signature]

Signature

BOARD OF COUNTY COMMISSIONERS

[Handwritten Signature] Pro Tem

Signature

INSTRUCTOR

[Handwritten Signature]

Signature

TULSA COUNTY CLERK

[Handwritten Signature]

Signature



Approved as to Form: Nicholas Williams

Digitally signed by
Nicholas Williams
Date: 2022.05.16 11:50:22
-05'00'

Assistant District Attorney

INSTRUCTOR WITH WAIVED INSTRUCTOR INSURANCE

Stamp Camp – Belinda Tubby

Insurance for Belinda Tubby's Stamp Camp Art class has been waived in the past due to the nature of the program with very limited liability and that the cost of the insurance would exceed what she makes throughout the year. Belinda has been teaching her program at the Bixby Community Center since 2005 or 2006. Her class meets monthly as size ranges from 6-12 people. I am requesting that the insurance be waived for this instructor for 2022/2023.

Celia Wetherill

Activities Director

Bixby Community Center
