
MEMO

APPROVED
07/13/2020



DATE: July 7, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Independent Instructor Agreement – Loren Holloway

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 Loren Holloway for guitar lessons from July 1, 2020 through June 30, 2021 at the South County Rec Center.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The July 13, 2020 BOCC meeting agenda.

CMF# 20201756

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Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the 29th day of June, 2020, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and horen Holloway, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Guitar Lessons 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, 2020 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30th, 2021.
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 20 % 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): _____ or 80 % 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.

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4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Guitar lessons
- b. Name of class or activity: Music / lessons
- c. Day(s)/Date(s) Scheduled: Tuesday, Wednesday, Thursday
- d. Time Scheduled: 5:30 pm - 7:30 pm
- e. Location: SOUTH COUNTY REC CENTER
- f. A minimum of 5 and a maximum of 30 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 30 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.
3. Publicize the class or activity through the Park Program Guide and public service announcements.

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:

Eddie Shackelford . Phone Number: 918 746 3781.

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
2315 West Charles Page Blvd
Tulsa, Oklahoma 74127
(918) 596-5990

and if sent to the INSTRUCTOR shall be mailed to:

INSTRUCTOR'S Name: Loren Holloway

INSTRUCTOR'S address: 14956 S. Yukon Ave. Catoosa, OK 74033

INSTRUCTOR'S Phone No: 918-360-6785

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

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

Approved as to form:

James G. Rea

Digitally signed by James G. Rea
Date: 2020.07.07 14:07:21 -0500

Assistant District Attorney



6-16-2020

Loren Holloway, Private Guitar Instructor
14956 S Yukon Ave
Glenpool, OK 74033

RE: Guitar Lessons at SCRC

To whom it may concern:

I would like to request a waiver of insurance for my guitar classes at the South County Recreation Center in the Bixby/Jenks/Glenpool area. Due to the nature of guitar lessons, the risk of personal injury is extremely low, as lessons are given sitting down while holding the instrument. There is no use of equipment or machinery, and no physical exertion required.

If you have any questions, please feel free to contact me.

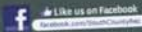
Thank you,
Loren Holloway
918-360-6785
Lorendave.holloway@gmail.com



SOUTH
COUNTY
RECREATION
CENTER

GUITAR LESSONS

SOCO
recreationcenter



30 MINUTE SESSIONS
ONE-ON-ONE
\$15 PER LESSON

Offered on:
Tues, Wed, Thurs Evenings

For lesson availability or more
information contact instructor
LOREN HOLLOWAY
918-360-6785
Lorendave.holloway@gmail.com

South County Recreation Center
13800 S. Peoria Ave.
Bixby OK 74008