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# MEMO

APPROVED  
12/2/2024



DATE: November 25, 2024

FROM: Matney M. Ellis  
Procurement Director

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

TO: Board of County Commissioners

SUBJECT: Agreement – Joseph Spring, Wild Bunch Boxing Club

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma, on behalf of the Tulsa County Parks Department and Joseph Spring for use of Buddy LaFortune Rec, Chandler Rec, O'Brien Rec, and South County Rec to instruct boxing and karate classes beginning December 2, 2024, through June 26, 2025, at a fee of 20% of the paid enrollment charges as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The December 2, 2024 BOCC meeting agenda.

CMF# 20242214



### Independent Instructor Agreement

This agreement is made as of the 2 day of December, 2024, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter referred to as the "COUNTY" and Joe Spring, Bixby, Wild Bunch Boxing Club, an Independent Instructor, hereinafter referred to as "INSTRUCTOR."

#### WITNESSETH

**WHEREAS**, the COUNTY desires to make available a/an Boxing and Karate 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 December 2, 2024 and will meet thereafter \_\_\_\_\_ times, with the termination date of this agreement being June 26, 2025.
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 \$50/mo.
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: Boxing and Karate
  - b. Name of class or activity: Boxing and Karate
  - c. Day(s)/date(s) scheduled: As requested by instructor (subject to county discretion)
  - d. Time scheduled: As requested by instructor (subject to county discretion)
  - e. Location: Buddy LaFortune Rec, Chandler Rec, O'Brien Rec, South County Rec
  - 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.



### 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 30 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:

Scott Bartel

Phone Number: 918-746-3780

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:

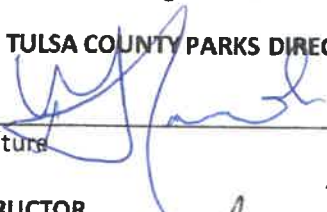
INSTRUCTOR'S NAME: Joe Spring  
INSTRUCTOR'S ADDRESS: 74826 S Sheridan Rd. Bixby, OK 74008  
INSTRUCTOR'S PHONE NO.: 918-370-4815

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.

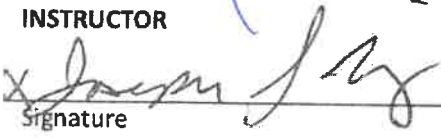
**IN WITNESS WHEREOF**, the parties have read the preceding and by the date first written above, understand it, and agree to abide by it.

**TULSA COUNTY PARKS DIRECTOR**

**BOARD OF COUNTY COMMISSIONERS**

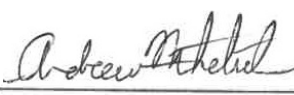
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

**INSTRUCTOR**  
  
\_\_\_\_\_  
Signature

**TULSA COUNTY CLERK**  
  
\_\_\_\_\_  
Signature



Approved as to Form:  Assistant District Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2024

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).**

<b>PRODUCER</b> World Insurance Associates LLC f/k/a Foy Insurance  64 Portsmouth Ave, Exeter, NH, 03833	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 6037724781 FAX (A/C No): 6037723246 E-MAIL ADDRESS: mike.foy@FoyInsurance.com PRODUCER CUSTOMER ID :													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Accelerant Specialty Insurance Company</td> <td>16890</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Accelerant Specialty Insurance Company	16890	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
<b>INSURED</b> Sports Marketing Program Management Inc. Joseph Spring  14826 S Sheridan Rd Bixby, OK, 74008														

**COVERAGES**      **CERTIFICATE NUMBER:** A-SP-SU-24-06-19-310576 E2 320523      **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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS  GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	S0019GL000001-03	06/26/2024	06/26/2025	EACH OCCURRENCE \$ 1,000,000.00 FIRE DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00 MED EXP (any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS						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  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Abuse/Molestation	Y	N	S0019GL000001-03	06/26/2024	06/26/2025	Each Occurrence: \$ 25,000.00      Aggregate: \$ 50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)      Endorsed Date :Sep 3 2024 12:00AM EST  
Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

### CERTIFICATE HOLDER

Tulsa County Board of County Commissioners  
 218 W 6th St  
 Tulsa, OK, 74119

### 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  
  
 Mark Di Perno

AGENCY World Insurance Associates LLC f/k/a Foy Insurance		NAMED INSURED <b>Joseph Spring</b>	
POLICY NUMBER S0019GL000001-03		14826 S Sheridan Rd Bixby, OK, 74008	
CARRIER Accelerant Specialty Insurance Company	NAIC CODE 16890	EFFECTIVE DATE: 06/26/2024	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.  
RE: Registered Martial Arts - Training/ Instructional contact only participants: 06/26/2024 - 06/26/2025;