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# MEMO

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DATE: June 26, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – DanceFit 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 of Tulsa County on behalf of the Tulsa County Parks Department and DanceFit LLC for a Jazzercise aerobics program to be held at the South County Recreation Center from July 1, 2020 through June 30, 2021 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The July 6, 2020 BOCC meeting agenda.

APPROVED

07/06/2020



# Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and DanceFit LLC By: Amy Michalik, PARADE, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to make available (a) (an) Jazzercise 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 1, 2020 and will meet thereafter \_\_\_\_\_ number of times, with the termination date of this agreement being June 30, 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 20 % 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 10<sup>th</sup> of each month to the TULSA COUNTY PARKS.

CMF# 20201690

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Aerobics
- b. Name of class or activity: Jazzercise
- c. Day(s)/Date(s) Scheduled: Monday Saturday *9:05 to 10:05 M-F  
4:30 to 5:30 M-F Thurs  
10:15 to 11:15 Sat*
- d. Time Scheduled: \_\_\_\_\_
- 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 <sup>Independent Contractor</sup> 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 10<sup>th</sup> 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 Stadelhack 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: Dance Fit LLC  
Amy Michalick, Manager  
INSTRUCTOR'S address: 5840 S Kingsbn Ave Tulsa, Ok 74137  
INSTRUCTOR'S Phone No: 918-527-2252

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**

Dance Fit LLC  
By: Amy Michalick  
SIGNATURE

Amy Michalick, Manager

**TULSA COUNTY CLERK**

[Signature]  
SIGNATURE



Approved as to form:  
James G. Rea Digitally signed by James G. Rea  
Date: 2020.06.26 13:14:46 -05'00'

Assistant District Attorney



JAZZINC-02

KSEBIANE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2019

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> License # 0757776 Carlsbad, CA-HUB International Insurance Services Inc. 1525 Faraday Avenue, Suite 200 Carlsbad, CA 92008	<b>CONTACT NAME:</b> Kathy Sebiane <b>PHONE (A/C, No, Ext):</b> (760) 707-5654 <b>E-MAIL ADDRESS:</b> kathy.sebiane@hubinternational.com	<b>FAX (A/C, No):</b> (760) 804-0942
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Jazzercise, Inc. Franchisee: DanceFit LLC Amy Michalcik (18093), Ma 2460 Impala Drive Carlsbad, CA 92010-7226	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	<b>NAIC #</b> 18058
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2048891	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 <b>Prof Liability</b> \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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? (Mandatory in NH)    Y/N    N/A 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 \$
A	<b>Sexual Abuse &amp; Moles</b>			PHPK2048891	11/1/2019	11/1/2020	<b>Each Occ/Agg</b> \$ 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is Named as Additional Insured per attached CG 2011 0413

Location:  
South County Rec Center  
13800 South Peoria Ave  
Bixby, Ok 74033

<b>CERTIFICATE HOLDER</b>  Tulsa County, Board of County Commissioners	<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.
	<b>AUTHORIZED REPRESENTATIVE</b> 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>  A aerobic/dance room & classroom for nursery at South County Rec Center
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  As Required by Contract  Tulsa County, Board of County Commissioners
<b>Additional Premium:</b> \$ N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



SOUTH COUNTY RECREATION CENTER

**DANCE MIX  
INTERVAL  
STRIKE  
FUSION  
STRENGTH  
CORE  
AND MORE!**

**MORNING & AFTERNOON CLASSES  
OFFERED MONDAY THROUGH SATURDAY**

Mon-Fri Morning: 9:15 am - 10:15 am

Mon-Thurs Afternoon: 4:30 pm - 5:30 pm

Saturday Morning: 10:15 am - 11:15 am

\$54 Month to Month

\$49 Per Month for a 6 Month Commitment

**FOR MORE INFORMATION:**

Contact Amy Michalcik

918.527.2252

or jazzatbixby@gmail.com

**SoCo - South County Recreation Center**

13800 S. Peoria Ave., Bixby OK 74008

918.746.3780

[www.facebook.com/SouthCountyRec](http://www.facebook.com/SouthCountyRec)

[southcountyrec@tulsacounty.org](mailto:southcountyrec@tulsacounty.org)

