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# MEMO

APPROVED  
06/08/2020



DATE: June 3, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Arlene Criner

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 Arlene Criner for the Mrs. Criner's Pre-School and Summer Fun program to be held at the Bixby Community 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 June 8, 2020 BOCC meeting agenda.

CMF# 20201330

2020/21

Bixby



APPROVED  
06/08/2020

## Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the 8th day of June, 2020, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Arlene Griner, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to make available (a) (an) Education 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 2x weekly 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 \_\_\_\_\_ % 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): \$35/month 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 10<sup>th</sup> of each month to the TULSA COUNTY PARKS.

CMF# 20201330

4. **SPECIFIC DETAILS:**

- a. Type of service/instruction: Education.
- b. Name of class or activity: Mrs. Criner's Pre-school 1 & Summer Fun
- c. Day(s)/Date(s) Scheduled: Tue & Thurs.
- d. Time Scheduled: 10:00-12:00 & 1:00-3:00.
- e. Location: Bixby Comm. Center.
- f. A minimum of 3 and a maximum of 10 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 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:

Celia Wetherill Phone Number: 918-366-4841

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: Arlene S. Criner

INSTRUCTOR'S address: 8403 E 164<sup>th</sup> St S

INSTRUCTOR'S Phone No: 918 344-6031

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: 2020.06.02 16:47:36 -05'00'

Assistant District Attorney

## INSTRUCTOR WITH WAIVED INSTRUCTOR INSURANCE

Mrs. Criner's Preschool – Arlene Criner

Insurance for Mrs. Criner's preschool 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. Mrs. Criner has been teaching pre-school in the Bixby area for 50 years, and for some families, is on her third generation. She has been teaching her program at the Bixby Community Center since 1992 and before that at St. Clemons Catholic Church in Bixby. I am requesting that the insurance be waived for this instructor for 2020/2021.

Celia Wetherill

Activities Director

Bixby Community Center