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# MEMO

APPROVED  
5/15/2023



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DATE: May 8, 2023  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Eudomar Rivera

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 Eudomar Rivera for use of Buddy LaFortune Community Center to provide Karate classes on Mondays, Tuesdays, Thursdays from 5:00 pm to 8:00 pm and Saturdays from 1:00 pm to 3:00 pm beginning May 15, 2023 through April 14, 2024 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The May 15, 2023 BOCC meeting agenda.

CMF# 20230748



**Independent Instructor Agreement**

This agreement is made as of the 15 day of May, 2023, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter referred to as the "COUNTY" and Eudomar Rivera, an Independent Instructor, hereinafter referred to as "INSTRUCTOR."

**WITNESSETH**

**WHEREAS**, the COUNTY desires to make available a/an 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 May 15, 2023 and will meet thereafter 4 times, with the termination date of this agreement being April 14 2024.
2. a. **Fees:** Tulsa County Parks, on behalf of COUNTY, shall collect fees from the INSTRUCTOR. The fees to the INSTRUCTOR for tis 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 \$80/month.

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: Karate
- b. Name of class or activity: \_\_\_\_\_
- c. Day(s)/date(s) scheduled: Monday, Tuesday and Thursday, Saturday
- d. Time scheduled: 5:00 - 8:00 (M,T,TR) 1:00 - 3:00 (Saturday)
- e. Location: Buddy LaFortune Community Center
- 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.

CMF# 20230748



### 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 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 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:

Kimberly Light \_\_\_\_\_ Phone Number: 918-496-6221

**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: Eudomar Rivera \_\_\_\_\_

INSTRUCTOR'S ADDRESS: 3517 E New Haven St. Tulsa, 74014 \_\_\_\_\_

INSTRUCTOR'S PHONE NO.: 918-408-2980 \_\_\_\_\_

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

*Kelly Chikley*  
\_\_\_\_\_  
Signature

INSTRUCTOR

TULSA COUNTY CLERK

*Eudomar Rivera*  
\_\_\_\_\_  
Signature

*Michelle Hill*  
\_\_\_\_\_  
Signature



Approved as to Form: \_\_\_\_\_

*Michelle Hill*

Assistant District Attorney





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2023

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> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Hiscox Insurance Company Inc      10200	
<b>INSURED</b> Eudomar Rivera 2101 E Omaha St. Apt #1013 Broken Arrow, OK 74012	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.209.984.5	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PROP AGG \$ S/T Gen. Agg.
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED    RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE    OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.209.702.5	04/15/2023	04/15/2024	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Tulsa County Board of Commissioners Tulsa Headquarters 218 W 6th St Tulsa, OK 74119	<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.
	AUTHORIZED REPRESENTATIVE 

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