
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: March 13, 2019

FROM: Megan Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- April Dillahunty

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 April Dillahunty for REFIT fitness instruction from April 5, 2019 through June 30, 2019 at South County Recreational Center.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the March 18, 2019 agenda.



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 April Dillahunty, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) REFIT® 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 April 15, 2019 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2019.
- 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.

4. SPECIFIC DETAILS:

- a. Type of service/instruction: Fitness Instructor
- b. Name of class or activity: REFIT
- c. Day(s)/Date(s) Scheduled: Mon/Wed
- d. Time Scheduled: 11:00-M-12:00-W
- e. Location: Glennpool

f. A minimum of 3 and a maximum of 15 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: April Dillahunt

INSTRUCTOR'S address: 8816 S. 113th W. Ave, Sapulpa, OK 74066

INSTRUCTOR'S Phone No: 918-693-5608

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

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

SIGNATURE

INSTRUCTOR

TULSA COUNTY CLERK

SIGNATURE

SIGNATURE

Nolan M. Fields III 3-13-17
**APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2019

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).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 1-800-506-4856 FAX (A/C, No): 1-260-459-5590 E-MAIL ADDRESS: info@fitnessinsurance-kk.com PRODUCER CUSTOMER ID:																					
INSURED April Renee Dillahunt DBA: REFITwithApril 8816 S 113TH WEST AVE SAPULPA, OK 74066 A Member of the Sports, Leisure & Entertainment RPG	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insurance Company	23787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W01397701

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000006255600	07/17/2018 9:57 AM EDT	07/17/2019 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COM/POP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

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

Certified Instructor of: Aerobics, Cardio kickboxing, Children's fitness programs, Exercise, Fitness bootcamp, Strength

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

Board of Tulsa County Commissioners
500 S. Denver Ave
Tulsa, OK 74103
(Owner/Lessor of Premises)

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

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



To Whom It May Concern:

Are you looking for a group fitness program that will increase accountability and adherence? I am a certified REFIT® instructor, and group fitness instructor. I would love the opportunity to discuss how I can help bring this program to your facility or just Demo REFIT® to bring awareness to this great fitness program.

REFIT® is a value-infused fitness program that is a truly revolutionizing the fitness industry. It is a life changing fitness revolution. The value-positive atmosphere, relationship-centered approach and inspiring music is what sets REFIT® apart from other fitness formats. REFIT® has seen tremendous growth in the past three years of its certification program with over 1000 instructors across the U.S. and some international locations.

One of the things I love about REFIT® is the emphasis on both internal and external change – we see people fall in love with fitness for the first time because of the encouraging positive atmosphere of REFIT®. This is why it is truly a revolution – REFIT makes fitness not just accessible, but approachable and achievable.

Please let me know if there's an opportunity to discuss the REFIT® program with you. I'm happy to offer a FREE demo if you'd like to experience REFIT for yourself! I truly believe you will love it.

Sincerely,
April Dillahunty
918-693-5608
@REFITwor on FB
<http://refitrev.com/instructors/adillahunty/>

TO LEARN MORE ABOUT REFIT®:

www.REFITREV.com

WHAT IS REFIT? <https://www.youtube.com/watch?v=WnhgJT5cD8E>

WHY TEACH REFIT? ? https://www.youtube.com/watch?v=7NZ_qNcZh0s

April Dillahunty

8816 S. 113th W. Ave, Sapulpa, OK. 74066 | 918-693-5608 | gnadilly4@gmail.com

Objective

Seeking a position as a Group Fitness Instructor, where I can use my skills to bring others to love working out and improve their health

Education

- Major: Elementary Education (BSED), December 1993, Northeastern State University (NSU)
- Minor: Language Arts. December 1993, NSU
- Related coursework: Learning to work with children and educate them for the future.
- Major: Associates Degree, Tulsa Community College, 1992, general education degree
- Related coursework: Basic course work for first 2 years of college prepare for major degree.

Skills & Abilities

- I have over the years been in charge of planning several large events for my church and fundraisers. I opened my own studio for a while and managed it.
- In the past five years I have had the opportunity to work with many people, as a teacher and as a fitness instructor you have to be able to communicate with people. Asking questions and helping them figure out the best route for them both educationally and personally if they are on a new fitness journey.
- I am not a born leader but when put in the position to lead I can rise to the task. I am an only child so we are usually born leaders or self-made leaders.

Experience

- REFIT® Instructor
- Tulsa Women's and Children Center (TWCC), part of the Palmer Foundation
- Sept. 2017 to present
- REFIT® Instructor
- Owner of Be the Light Fitness Sapulpa
- October 2017 to May 2018 (6 Months)
- Also instructed at a community center in Sapulpa from June 2016- Oct. 2017
- REFIT® Instructor for IKAMP (summer)
- First Baptist Church Broken Arrow
- 2016-present (past 3 summers)
- ZUMBA® instructor
- Teachers at school and YMCA
- April 2013-2016
- Elementary Teacher
- Mounds Public Schools and Sapulpa Public Schools
- 2007-2014

REFIT[®]

REVOLUTION

RECOGNIZES APRIL DILLAHUNTY

AS A CERTIFIED REFIT[®] REVOLUTION INSTRUCTOR

This document certifies that the above named person has completed the REFIT[®] Instructor Training and is authorized to offer REFIT[®] classes subject to the terms listed in the REFIT[®] Instructor Agreement. Instructors are authorized to teach classes for one year after training date or indefinitely as a member of the REFIT[®] ALL ACCESS PROGRAM.

   5/21/16
Founders, Angela Beeler / Catherine Ballas / Emily Field Date



SCW FITNESS CERTIFICATION

April Dillahunt

Has Successfully Completed
GROUP EXERCISE

CERTIFICATION EXPIRES 2 YEARS
FROM THE DATE INDICATED BELOW:

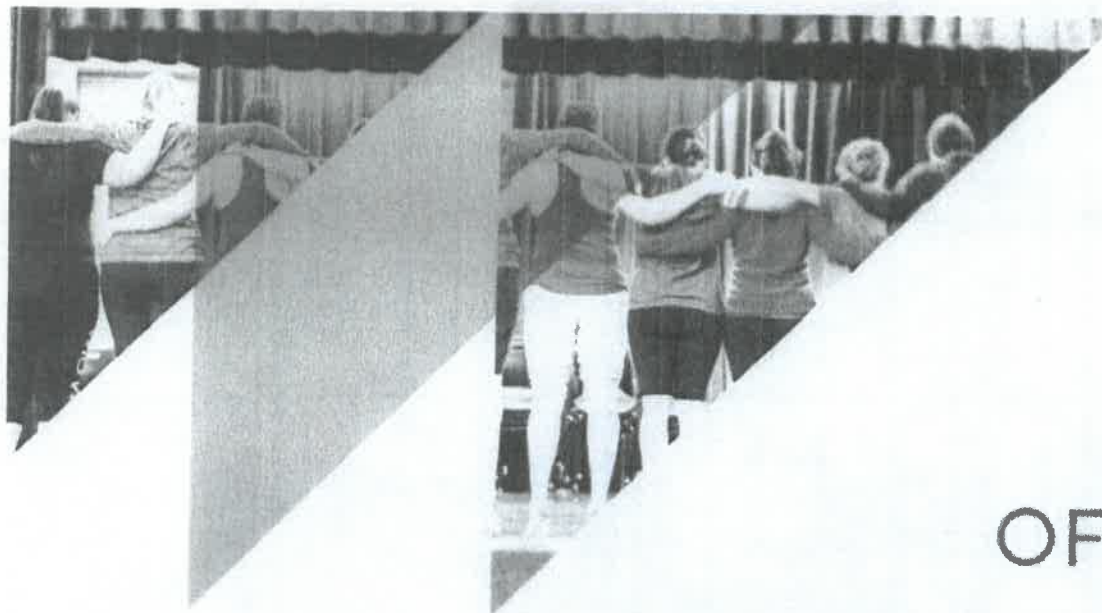
8/3/2018

(Printed Certification Completion)



www.scwfit.com

SARA KOOPERMAN, JD
CED, SCW FITNESS EDUCATION



CERTIFICATE OF COMPLETION

APRIL DILLAHUNTY

has completed the REV+FLOW instructor training program and is authorized to teach REV+FLOW classes subject to the terms outlined in the REV+FLOW instructor agreement. Instructors are authorized to offer REV+FLOW classes so long as they are current members of the REFIT® X/REV+FLOW membership program.

REV+

REFIT

ANGELA BEELER

FOUNDER

September 3, 2018

DATE OF COMPLETION