
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: March 27, 2019

FROM: Megan L. Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Independent Instructor Agreement-Tinkergarten

Submitted for your approval and execution is the attached Independent Instructor Agreement between the Board of County Commissioners on behalf of the Tulsa County Park Department and Tinkergarten for nature play services at Haikey Creek Park at times and days designated on attached documentation.

Respectfully submitted for your approval and execution.

MLB/skb

ORIGINAL: Michael Willis, County Clerk, for the April 1, 2019 agenda.

2018/2019



Independent Instructor Agreement

For Recreational Classes/Activities

This Agreement is made as of the _____ day of _____, 20 19, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Tinkergarten, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Tinkergarten 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 Feb 5th, 20 19 and will meet thereafter 8 number of times, with the termination date of this agreement being June 30, 20 19.
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): \$10 / 8 weeks or Season % 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: Nature Play.
- b. Name of class or activity: Tinkergarten.
- c. Day(s)/Date(s) Scheduled: Tues. ~~the~~
- d. Time Scheduled: 10 Am - 11:15 am.
- e. Location: Haukey Creek.
- f. A minimum of 4 and a maximum of 12 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:

Celia Wuthrich . 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: Amber Fitzgerald DBA Tinkergarten Instructor

INSTRUCTOR'S address: 13174 S Maple St

INSTRUCTOR'S Phone No: 918 260 5164

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. Field 3-27-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2019

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 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 The Cody Group, Inc. 150 W 28th Street, Suite 301 New York NY 10001	CONTACT NAME: Melissa Rivera PHONE (A/C, No, Ext): (212) 641-0429 FAX (A/C, No): E-MAIL ADDRESS: melissa@codygroupny.com
INSURED Tinkergarten 9 1/2 Market St Northampton MA 01060	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co INSURER B: General Star Indemnity INSURER C: INSURER D: INSURER E: INSURER F:
(805) 751-8465	NAIC # 19038

COVERAGES

CERTIFICATE NUMBER: Cert ID 2050

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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:		IYG423080A	3/11/2019	3/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		IYG423080A	3/11/2019	3/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE		IXG423079A	3/11/2019	3/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		106259730	3/12/2019	3/12/2020	Errors & Omissions Liability \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and any entities listed below are included as additional insured with respects to General Liability as per signed written contract and/or agreement. Coverage is written on a primary and non-contributory basis. Waiver of Subrogation is included in favor of additional insured(s) as per signed written contract and/or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Tulsa Board of County Commissioners 500 S. Denver Tulsa OK 74103	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
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



Tinkergarten, Inc.
9 ½ Market Street
Northampton, MA 01060

February 20, 2019

Dear Park Partners,

We are thrilled to continue to work together to get more families learning outside this season. We are aware that our current Certificate of Insurance you have on file expires in March 2019.

I am writing to inform you that we are in the midst of the renewal process and will submit to you a new COI as soon as it becomes available.

Thank you for your understanding in this matter and your continued support of Tinkergarten.

Sincerely,

Amanda Worsley
Manager, Parks & Greenspaces
Tinkergarten, Inc.
Amanda@tinkergarten.com