

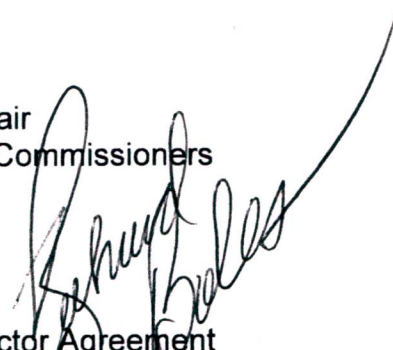
MEMORANDUM

TO: Commissioner Karen Keith, Chair
Tulsa County Board of County Commissioners

FROM: Richard Bales, Director
Tulsa County Parks Division

SUBJECT: Park Facility Independent Instructor Agreement

DATE: October 7, 2013



The Park Division respectfully request Board approval of the attached agreement between the BOCC and Geoffrey Beeson, dba Five Circles Martial Arts, LLC to provide outside instructor services for a "Japanese Martial Arts" class offered at the LaFortune Community Center.

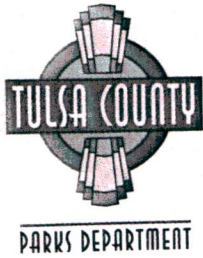
The class does not require the liability insurance certificate.

The agreement has been signed off as "Approved As To Form" by the District Attorney's office.

ORIGINAL TO COUNTY CLERK'S OFFICE FOR WEDNESDAY OCTOBER 16, 2013 COMMISSION MEETING AGENDA.

rb:

xc: Comm. Smaligo
Comm. Peters
Pat Ward (e-mail memo only)
Cherrie Lewallen (e-mail memo only)
file



Independent Instructor Agreement For Recreational Classes/Activities

This Agreement is made as of the 1 day of _____, 2013, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter referred to as the "COUNTY" and Geoffrey Baeson, an Independent Instructor, hereinafter referred to as "INSTRUCTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to make available (a) (an) Japanese Martial Arts 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 Oct 1, 2013 and will meet thereafter _____ number of times, with the termination date of this agreement being June 30, 2014.

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): 40.00 ^{individuals} or 30.00 ^{families} _____ % 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: Martial Arts.
- b. Name of class or activity: Japanese Martial Arts.
- c. Day(s)/Date(s) Scheduled: Mon/Wed/Sat.
- d. Time Scheduled: Mon/Wed 6:00 - 7:45, Sat 1:00-2:45.
- e. Location: Buddy LaFortune Comm. Center.
- f. A minimum of 3 and a maximum of N/A 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 7 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:
Cherise Lewellen . Phone Number: 496-6221

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: Geoffrey Beeson / Five Circles Martial Arts LLC

INSTRUCTOR'S address: 406 S. Boulder Ave, Suite 412, Tulsa, OK 74108

INSTRUCTOR'S Phone No: (918) 510-0006

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

Richard Boles
SIGNATURE

BOARD OF COUNTY COMMISSIONERS

SIGNATURE

INSTRUCTOR

[Signature]
SIGNATURE

TULSA COUNTY CLERK

SIGNATURE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2012

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 FRANCIS L. DEAN & ASSOCIATES, LLC 1776 S. NAPERVILLE ROAD, BLDG-B P.O. BOX 4200 WHEATON, IL 60189 www.fdean.com (800)745-2409	CONTACT NAME: PHONE (A/C, No, Ext): 800-745-2409 FAX (A/C, No): 630-665-7294 E-MAIL ADDRESS: info@fdean.com														
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Five Circles Martial Arts LLC 406 S. Boulder Ave Suite 412 Tulsa, OK 74103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Riverport Insurance Company</td> <td>36684</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Riverport Insurance Company	36684	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** AP172466-00 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> 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	X		FLDG180412	11/1/2012	11/1/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$300,000.00</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000.00</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td>COMBINED SINGLE LIMIT (Eg accidents)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	GENERAL AGGREGATE	\$1,000,000.00	PRODUCTS - COMP/OP AGG	\$1,000,000.00	PERSONAL & ADV INJURY	\$1,000,000.00	EACH OCCURRENCE	\$1,000,000.00	FIRE DAMAGE (Any one fire)	\$300,000.00	MED EXP (Any one person)	\$5,000.00		\$	COMBINED SINGLE LIMIT (Eg accidents)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
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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		N/A																												
GL Premium:							\$300.00																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Martial Arts Activities

CERTIFICATE HOLDER Five Circles Martial Arts LLC 406 S. Boulder Ave Suite 412 Tulsa, OK 74103	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 <div style="text-align: right; font-style: italic; font-size: 1.2em;">Francis L. Dean</div>
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ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
10/25/2012

AGENCY		CARRIER Riverport Insurance Company		NAIC CODE 36684
POLICY NUMBER FLDG180412/AP172466-00		EFFECTIVE DATE 11/1/2012	NAMED INSURED(S) Five Circles Martial Arts LLC	

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data)

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Tulsa Board of County Commissioners 500 South Denver Avenue Tulsa, OK 74103							LOCATION:
REASON FOR INTEREST:		REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A.C. No. Ex):		FAX (A.C. No.):		

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
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The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.