AGENDA REQUEST FORM

Agenda Item: To consider and/or approve a Contract between Cleveland County Health Department and Maya Read to provide Ballet and Ballet Barre classes at The Well.

Name of Person Submitting Request: Melody Bays, Regional Director

Address: Cleveland County Health Department
250 12th Ave. NE
Norman, OK 73071

Phone: (405) 579-2261

Date Requested: **06/19/2026**

Description of Agenda Item including purpose for consideration by Board of County Commissioners (include type of Motion requested).

To consider and/or approve a Contract between Cleveland County Health Department and Maya Read to provide Ballet and Ballet Barre classes at The Well.

The Health Department will pay $30 per class at The Well. The contract is to be effective July 1, 2026 through June 30, 2027.

Internal Use Only

Received by: _____

Acknowledge: _____(Chairman) Date Assigned: _____

_____(Member) Applicant Notified:_____

_____(Member) Routine (Consent) Item:_____

Other Parties Notified: _____

_____

_____

_____

CLEVELAND COUNTY HEALTH DEPARTMENT
Independent Contractor Agreement FY 2027

This Independent Contractor Agreement ("Agreement") is entered into between the Cleveland County Health Department ("CCHD") and Maya Read ("Contractor"), for the purpose of Contractor providing professional services as described herein in order to support the mission of the Cleveland County Wellness Square to make Cleveland County the healthiest and happiest it can be through the provision of access, education, programs, events, and activities for all residents.

I. Purpose

The purpose of this Agreement is to provide instructor services at the Cleveland County Wellness Square, a community hub providing public health programing. The Well is a cooperative effort of the Cleveland County Health Department and Cleveland County.

II. Term

This Agreement is to be effective on July 1, 2026 through June 30, 2027, and may be renewed annually by mutual written approval by both parties. This Agreement shall not take effect until the CCHD receives copy containing original signatures of both parties and a purchase order has been issued.

III. Termination

This Agreement may be terminated by either party with thirty (30) days written notice. CCHD reserves the exclusive right to schedule or not schedule certain classes and/or programs in its sole discretion based on its overall programming needs and availability. Any written notice shall be mailed to the other party at the following addresses:

CCHD
The Well
210 S. James Garner
Norman, OK 73069

Contractor: Maya Read
121 West Himes St., Norman, OK 73069

Unavailability of Funding: In the event county, state, or federal funds used to support this Agreement become unavailable, either in full or in part, due to reductions in appropriations, the CCHD may terminate or reduce this Agreement upon notice in writing to the Contractor by Certified Mail. The CCHD shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the CCHD.

IV. Compensation

In exchange for the services provided by Contractor to CCHD, CCHD shall pay Contractor $30.00 per class.

No payments in advance of, or in anticipation of, goods or services to be provided under this contract shall be made by CCHD.

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

1. Name, address, telephone number, and social security number of the Contractor;
2. Name and address to whom payment is to be sent;
3. Invoice date;
4. Period covered by invoice; and
5. Detail of date and scope of services provided.

The invoice shall be submitted to:

Cleveland County Health Department
ATTN: Daniel Thatcher
250 12th Ave. N.E.
Norman, OK 73071

V. Scope of Services

In exchange for the compensation outlined in Section IV, Contractor shall perform the following Contractor Duties:

1. Contractor shall provide teaching instruction in the areas of: (Circle all that apply)

-Physical activity:
Tai Chi
Yoga
Zumba
High Intensity Interval Training
Other: Ballet, Ballet Barre

-Nutrition Education:
Cooking
Horticulture
Dietetics
Other:_____

-Financial Literacy
-Health Promotion and Education

-Other:_____

2. Contractor shall maintain licensure in areas of instruction when required.

3. Other than the facility space provided by the CCHD, Contractor shall be responsible to provide all other materials, equipment, supplies, etc.

4. Contractor shall agree to abide by all CCHD and/or The Well policies and procedures.

VI. Amendments

Any modifications or amendments to this Agreement shall be in writing, dated and executed by both the Contractor and CCHD.

VII. Applicable Law and Venue

This contract shall be governed in all respects by the laws of the State of Oklahoma. Any legal cause of action arising out the obligations in this Agreement shall be brought solely in the Oklahoma District Court of Cleveland County or the United States District Court for the Western District of Oklahoma.

VIII. Indemnity and Liability

Contractor hereby acknowledges and agrees that it is responsible for any damage caused by Contractor to CCHD property and that it will indemnify and hold harmless the CCHD for any claim or cause of action brought against the CCHD arising out of any act or omission of Contractor or its agents arising out of the duties imposed by Contractor in this Agreement.

IX. CCHD Contact Person

For the purposes of this Agreement, all contacts with The Well shall be directed to its representative, Tara McClain, at tara.mcclain@health.ok.gov .

X. Contractor's Relation to CCHD

Contractor is in all respects an Independent Contractor and is neither an agent nor an employee of the CCHD. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the CCHD nor are they entitled to any of the benefits or workers compensation provided by the CCHD to its employees.

XI. Entire Agreement

This Agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XII. Failure to Comply Statement

Contractor shall be subject to applicable state and federal laws, rules and regulations, and all amendments thereto. Contractor agrees that noncompliance may result in this Agreement being suspended or canceled in part or in whole.

XIII. Non-Collusion

Contractor shall complete and return a non-collusion affidavit.

XIV. Tobacco Free Policy

The Well is a tobacco-free facility. To the extent allowed by Oklahoma law, the Contractor providing services to the public on behalf of the CCHD shall follow the OSDH tobacco-free policy in performance of services for the CCHD.

XV. Waiver of Breach

No failure by the CCHD to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the CCHD rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

XVI. Workers Compensation and Employer's Liability

Contractor is required to comply with applicable federal and state workers compensation statutes. Contractor shall be responsible for maintaining insurability as required by state and federal ordinances, statutes, or regulations, including workers compensation, automobile insurance, or general liability, as applicable.

XVII. Procurement Integrity

By signing this Agreement, Contractor attests and assures it has made no payment or donation, either directly or indirectly, to any elected or appointed official, officer or employee of the State of Oklahoma or its political subdivisions, nor waived payment of any money or other thing of value due to Contractor in order to obtain this Agreement or other contracts. Nor has Contractor entered into this Agreement with this or any other state agency that would result in a substantial duplication of the services or duplication of the end product rendered by Contractor or its employees.

[The rest of this page is intentionally left blank.]

APPROVED this 12th day of June, 2026.

By: Cleveland County Health Department
250 12th Ave.
Norman, OK 73071

Melody Bays by [illegible]
Melody Bays
Administrator

Date: 6-12-26

[illegible]
Name: Maya Read
Contractor

Date: 06/08/26

APPROVED by the Board of County Commissioners this ____ day of _____, 2026.

_____
Chairman Jacob McHughes

_____
Vice-Chairman Rusty Grissom

_____
Member Rod Cleveland

Attest:

_____
Pam Howlett
County Clerk