

NORMAN FARM MARKET
Independent Contractor Agreement FY 27

This Independent Contractor Agreement ("Agreement") is entered into between the Cleveland County Norman Farm Market and Frank Willard Merrick II (Tripp Merrick) ("Contractor"), for the purpose of Contractor providing services for Cleveland County's Norman Farm Market.

I. Purpose

The purpose of this Agreement is to provide temporary services to assist with Farm Market set-up and tear-down at The Well, located at 210 S. James Garner Avenue.

II. Term

This Agreement is to be effective on July 1, 2026, through June 30, 2027.

III. Scope of Services

Contractor will provide set-up and tear-down services for the Norman Farm Market. Such services require physical labor, including hauling and setting up tents and tables. Heavy lifting is required.

Rate of Pay: \$20/hour – anticipated (but not guaranteed) 4-6 hours of labor per Saturday

Paid monthly.

Dates: Saturdays, Year Round according to Farm Market schedule

Time: Set-up begins at 5:00 a.m.

Tear-down begins at 1:00 p.m.

Punctuality and attendance for assigned schedules are required.

Please note that no-shows, tardiness, or inconsistent attendance for assigned schedules may result in forfeiture of future scheduling opportunities.

Cancelling or re-scheduling assigned schedules shall be avoided as much as possible. Any truly emergent schedule changes or cancellations must be submitted to acline@clevelandcountytok.com as soon as practically possible in order to maintain in good standing for future scheduling opportunities.

Eligibility: Not a current Cleveland County employee
Must be 16 or older

Scheduling: Four (4) people will be needed each Saturday.

All 4 must be available to work both the set-up and tear-down hours for any Saturday on which Contractor signs up to work.

Saturday assignments will be made on a first come, first serve basis and will be rotated depending on number of available Contractors. Contractor hereby acknowledges and agrees that execution of this Agreement is not a guarantee of any number of shifts or hours, and the Norman Farm Market retains the right to adjust schedules as needed in its sole discretion for the effective and consistent operation of the market.

IV. Independent Contractor Status/Tax Responsibility/Liability Waiver

Contractor hereby acknowledges and agrees that Contractor is an independent contractor and not an employee of Cleveland County.

As an independent contractor, Contractor will be required to complete a 1099 form and acknowledges and agrees that documentation of monies paid to Contractor will be submitted to the Oklahoma Tax Commission and the Internal Revenue Service. Contractor hereby acknowledges and agrees that no employment or other taxes will be withheld from monies earned and that all tax liability, if any, shall be the sole responsibility of Contractor.

Contractor hereby acknowledges and agrees that as an independent contractor, Contractor is not entitled to workers' compensation benefits. By execution of this agreement, Contractor hereby assumes the risk of performing services under this agreement, and Cleveland County shall not be liable for any personal injuries or property damage or loss that Contractor may incur as a result of performing such services. Contractor agrees to hold harmless Cleveland County and to waive any and all potential claims or losses for any such potential personal injuries or physical damage that may incur against Cleveland County as a result of performing the services in this Agreement.

V. Amendments

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

VI. 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.

VII. 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.

APPROVED this _____ day of _____, 2026

By: Asaleigh Cline
210 James Garner Ave
Norman, OK 73069

Asaleigh Cline
Farm Market Manager

Trip Merrick
Name: Trip Merrick
Contractor

Date: _____

Date: 7/7/2026

APPROVED by the Board of County Commissioners this 13th day of July, 2026.

Chairman

Vice-Chairman

Member

Attest:

Pam Howlett
County Clerk

Deputy: _____

ADA: Robin Moore