

Bicycle Rodeo Trailer Interagency Agreement

- I. It is the intention of the Clark County Park District. (hereafter, the "District"), to create a non-exclusive independent contractor relationship with _____ (hereafter, the School or Contractor). This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.
- A. The School acknowledges and agrees that it is not entitled to any benefits or protections afforded employees of the District or bound by any obligations of employees of the District.
 - B. It is the intention of the parties to create a non-exclusive independent contractor relationship.
 - C. The School agrees not to hold itself out as an employee or joint employee of the District to members of the public.
 - D. The School acknowledges and agrees that it is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the School and those employees, if any, employed by it.
- II.
- A. Services to be performed by the School include:
Bicycle training education through the use of the District's Rodeo trailer
 - B. Results to be achieved by the School include:
Education of kids ages 8-12 through the Schools Physical Education Department
 - C. Location(s) of Educational Program to be performed by School is dependent on the School
 - D. The School's other responsibilities include:
 - 1. Arranging for pick up or delivery of the Rodeo Trailer or for pick up by the School
 - 2. Submission of Interagency Agreement, Program Waiver, and Usage Report.
 - 3. Supply the Clark County Park District with a Certificate of Insurance listing the District as an Additional Insured for the usage of the Rodeo Trailer.
 - 4. Assume all responsibility of helmet sanitation in respects to hair net inserts and spraying down helmets after usage to prevent any transference of head lice.
- III. The School shall at all times have sole control over the manner, means and methods of performing the work/services required by the program according to its own independent judgment, and is solely responsible for the direction of its employees and agents. The School acknowledges and agrees that it will devote such times as is necessary to produce the contracted for results. The School represents and warrants that the School has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner.

Bicycle Rodeo Trailer Interagency Agreement

Page 2 – Continued

- IV. Park Districts Responsibility
- A. The District will provide educational material that may be used in addition to the curriculum used by the School.
 - B. The District will sign out the contents of the trailer in full working condition.
 - C. The District will maintain through a preventative maintenance program the trailer and all of its components.
 - D. In an emergency service need, the District shall respond to any calls for repair within 24 hours of notification.
- V. The duration of this independent contractor agreement will be valid: April 1 to March 31 of each year assigned,
- VI. There is no fee to the School for use of the District's Rodeo Trailer and its contents
- VII. The School acknowledges and agrees that it is responsible for all expenses, including the provision of equipment and materials above and beyond what is provided by the District and signed out by the School on the Usage Agreement.
- VIII. The School agrees to provide and keep in force at all times during this Agreement, the following coverage's: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance. School understands and fully agrees that it will not be covered under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District and that any injury or property damage on the job will be School's sole responsibility and not the District's. Also, it is understood that School is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the District and therefore, The School will be solely responsible for its own actions. The District will in no way defend the Contractor in matters of liability.
- IX. All insurance coverage provided by the School shall be primary coverage as to the District during usage. Any insurance or self-insurance maintained by the Park District shall be excess of the School's insurance and shall not contribute with it.
- X. The District, its officers, agents and employees are to be covered and named as additional insured's under the general liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insured's. The policy and/or coverage shall also contain a "Contractual Liability" clause.
- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the District. Such cancellation shall be grounds for the District to immediately cancel this Agreement.

Bicycle Rodeo Trailer Interagency Agreement

Page 3 – Continued

- XII. To the extent permitted by law, the Contractor shall indemnify, save, defend and hold harmless the District, including its officers, officials, agents, volunteers and employees (collectively “Park District”) from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this agreement.
- XIII. The Contractor acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.
- XIV. The Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that District is relying on such representation in contracting with the Contractor for the services.
- XV. This Interagency Agreement, Usage Report and Bicycle Rodeo Trailer Policy constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the parties in connection therewith. No modification of this contract shall be effective unless made in writing, signed by both parties and dated after the date hereof. This contract is non-assignable by the Contractor.

Authorized Signature of Contractor

Authorized Signature of Park District

(Print Name)

Date _____

Date _____



CLARK COUNTY PARK
DISTRICT
TRAILS COALITION