

**OXNARD SCHOOL DISTRICT
ANIMAL DEMONSTRATION EDUCATION PROGRAM SERVICES AGREEMENT**

This Animal Demonstration Education Program Services Agreement (the "Agreement") is made and entered into this _____ by and between OXNARD SCHOOL DISTRICT, a California public school district ("District") and _____ ("Provider.")

Provider	Telephone Number
Mailing Address	Fax Number
City, State, Zip code	E-mail Address
Tax Identification or Social Security Number	Business License Number (if applicable)

Definitions. For this Agreement, the following definitions apply:

- a. Domestic mammal: a mammal that is typically purchased at a pet store or found on a farm;
- b. Exotic animal: animals originating from the natural environment and not originally tame;
 - 1) Examples include, but are not limited to birds of prey, ferrets, kinkajous, raccoons, skunks, arachnids, large reptiles not native to the United States
- c. Other Animal: animals, not classified as domestic mammals or exotic animals, that are purchased at a pet store or found on a farm.
 - 1) Examples include, but are not limited to birds, fish, reptiles, amphibians, and arthropods.

Services

Description of Services	Date(s) of Service	Hour(s) of Service	School Site(s)

Documentation. In addition to the insurance requirements, Provider will submit the following:

- a. Domestic mammals: Current health certificate(s), including appropriate vaccinations, signed by a licensed veterinarian;
- b. Exotic animals: Current permits from both the California Department of Fish and Wildlife and the United States Department of Agriculture;
- c. Other Animals: Proof of legal ownership;
- d. A list or description of all prior incidents and/or injuries involving animal viewing and demonstrations or certification that no such incidents and/or injuries have occurred;
- e. A list of precautions to follow to prevent injury to students, including a description of appropriate student behavior, description of common and/or previously encountered allergic reactions and parasites related to specific animals to be presented, and appropriate participant age.

Site Responsibility. Each participating school site agrees to provide the following for the Provider:

- a. Number of eight-foot tables which will be used to place the crates containing Provider's animals: _____
- b. Size of parking space as close as possible to where the presentation will take place, coned off for the Provider's education vehicle: _____
 - Park in parking lot
 - Park on street
- c. A stage or presentation area set back six (6) feet from the audience;
- d. The presentation area should be temperature controlled.

These requirements are for the ease and safety of the animals, the audience, and the presenters.

Dangerous Animals Prohibited. Wild animals or domesticated animals that are individually vicious or prone to hurting people willfully are prohibited.

Fees

Compensation for Services:

Full School Assembly \$ _____

Classroom Presentation \$ _____

Grant Funded Presentation \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed (per presentation) \$ _____

W-9 received

Payment. District will pay Provider after receipt of an invoice, net 30 days.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Term. The term of this Agreement shall commence _____ and terminate on _____.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, agents, employees, or subcontractors of Provider are not entitled to any benefits normally offered or conveyed to District employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Cancellation.

- a. District may cancel a program for any reason by giving the Provider 30 days advance written notice.
- b. Provider reserves the right to cancel program based on extreme weather, for example, a heavy rainstorm or over 100 degree heat. If this situation occurs, every attempt to reschedule will be made.
- c. If any person acts unruly around the animals, Provider reserves the right to exit, and Provider shall be paid for services actually performed and reimbursable expenses actually incurred. .

Compliance with Laws. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. Provider shall ensure that any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorneys’ fees and costs incurred in connection with such actions or proceeding.

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its officers, administrators, managers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its officers, administrators, managers, agents, employees, and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Provider in connection with the activities described in this Agreement shall maintain such insurance unless the Provider’s insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit, or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. In the case of any activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.—Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.

Certificates of Insurance. Provider and any and all vendors and subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds. All endorsements specifying additional insureds for any of the liability Insurance Policies shall be ISO Form CG 20 26 10 01 or an equivalent endorsement reasonably acceptable to the District. All endorsements specifying additional insureds for any of the automobile liability Insurance Policies shall be Form CA 48 10 13 or an equivalent endorsement reasonably acceptable to the District.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this agreement and agree to its terms

Provider signature _____
Date

Site Consent

Site Administrator _____
Signature _____
Date

Oxnard School District

Superintendent _____
Signature _____
Date