

CONTRACT NAME: WIFI INSTALLATION AGREEMENT BETWEEN COMPUTER LEARNING CENTER AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This Agreement sets forth the terms and conditions for DJUSD to install the router at the Computer Learning Center at the Davis Migrant Center. The router is necessary for the district to provide internet service to the center.

FISCAL IMPACT: The cost of this service is included in the approved 2019-2020 budget.

Computer Learning Center Wifi Installation Agreement

This Computer Learning Center Wifi Installation Agreement ("Agreement") is made and entered into by and between Davis Joint Unified School District "DJUSD") and Yolo County Housing ("YCH"), as follows:

WHEREAS, approximately 50 K-12 students are enrolled in the Davis Joint Unified School District who also reside at the Davis Migrant Center from approximately April 15 to October 31 of each year {"Dixon migrant students"};

WHEREAS, YCH will be providing certain facilities at the Davis Migrant Center described herein as the Computer Learning Center for:

- (a) Use by Davis migrant students to study and do homework or Parents to conduct school business;
- (b) Use by tutors and teaching assistants to assist Davis migrant students with their studies and homework;
- {c) Other uses consistent with providing for the after-school educational needs of Davis migrant students;

WHEREAS, DJUSD can provide internet service, to the Computer Learning Center, but such service requires the installation of router at the Computer Learning Center to support the equipment receiving the internet transmission;

NOW, THEREFORE in consideration of the promises made herein and other good and valuable consideration, the parties agree as follows:

1. This Agreement sets forth the terms and conditions pursuant to which DJUSD will install a WiFi router at the Computer Learning Center ("CLC"), located in the community center at 31150 County Road 105, Dixon, CA 95620, (707)678-4048.
2. DJUSD and YCH shall supervise installation of the router, approving its location and security.
3. All costs associated with the installation, maintenance, and removal of the mast shall be paid by DJUSD. DJUSD is responsible for installing, maintaining, and (if later requested in writing by DHA} removing the mast. DJUSD shall provide maintenance on the mast until the date the building ceases to be used as the CLC for Davis migrant students.
4. Nothing in this Agreement shall be construed as creating any other relationship between DJUSD and YCH, or between any employee or agent of YCH and DJUSD.
5. Should the building ceased to be used as the CLC for Davis migrant students, then upon written request from Y YCH, DJUSD agrees to remove the router and internet equipment at its sole expense.
6. DJUSD shall Indemnify, defend and save harmless YCH, and its officers, agents, and employees from all claims of any kind arising out of and to the extent caused by the willful misconduct or negligent acts, errors, or omissions of DJUSD, its employees, agents, and/or representatives in the performance of

this Agreement, but excluding liability resulting from the negligence or intentional and willful misconduct of YCH. This indemnification obligation survives the termination of this Agreement.

7. DJUSD will identify its personnel who are authorized to have access to the router (for purposes of installation, maintenance, and/or removal); YCH will identify its personnel who are authorized to have access to the router (for purposes of on-site review/supervision of installation, maintenance, and/or removal). Access to the router is restricted only those identified personnel who have been authorized to have access.

8. Any notice given under this Agreement shall be deemed to have been given, served, and received if given in writing and either: (a) personally delivered; (b) deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required; and/or (c) sent by email, addressed as follows:

DJUSD

Bruce Colby, CBOO

Davis Joint Unified School District (DJUSD) 526 B Street, Davis CA 95616

Tel: (530)757-5300 Email: bcolby@djUSD.net

YCH

Lisa Baker, Chief Executive Officer Yolo County Housing (YCH) 147 W. Main Street

Woodland, CA 95695 Tel: (530) 669-2219 Email: lbaker@ych.ca.gov

9. It is the policy of both parties that in connection with the services performed under this Agreement there be no discrimination against any person because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, gender identity, and/or age. Each party agrees to comply with applicable Federal and California laws, including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

10. The waiver by a party of any breach of any term, covenant, or condition of this Agreement not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

11. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any person, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement. The parties expressly intend that there be no third party beneficiaries to this Agreement.

12. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties. If any term, condition or provision of

this Agreement is held by a court of competent jurisdiction to be Invalid, void or unenforceable, the remaining provisions will nevertheless continue In full force and effect) and shall not be affected, Impaired or invalidated in any way.

13. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the Courts of Yolo County, California.

14. This Agreement may be executed in multiple counterparts each of which will be made an original and all of which together shall constitute an agreement. A copy shall have the same force and effect as an original.