

HEALTHY DAVIS TOGETHER FUNDING AGREEMENT
University of California, Davis and the Davis Joint Unified School District

THIS AGREEMENT (“Agreement”) is made and entered into by and between The Regents of the University of California, on behalf of its Davis campus (“University”) and the Davis Joint Unified School District (“DJUSD”) as of the date of last signature below (“Effective Date”).

1. Recitals. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:
 - a. DJUSD and the University share the mutual desire to provide their respective and overlapping communities with access to information, programs, and services that will promote the health and well-being of those communities through the COVID-19 pandemic.
 - b. Healthy Davis Together (“Program”) is a joint project between the City of Davis and University with a goal to prevent the spread of COVID-19 and facilitate a coordinated and gradual return to regular city activities.
 - c. The University desires to provide funding, education, information, and assistance to DJUSD to assist DJUSD with implementing various activities related to health and well-being of the DJUSD community through the Program, as more specifically set forth below.
 - d. DJUSD, for its part, desires to make use of the various resources available to it through the Program, and to allow the Program to assist and advise in the process of re-opening schools in Davis for the benefit of their mutual communities.
2. Scope of Work. Specific areas of collaboration, referred to herein as “Projects,” will be as determined by the parties through mutual discussion and will be set forth fully in sequentially numbered exhibits executed by both parties, to be attached hereto and incorporated herein (“Project Exhibits”). DJUSD delegates authority to Amari Watkins and the University delegates authority to Ken Burtis to approve and execute Project Exhibits without additional approval of their respective governing bodies.
3. Funding. The University shall provide funding to DJUSD on the terms set forth in the Project Exhibit. The amount of funding and any terms and conditions of the use of the funding for a specific Project will be set forth in the Project Exhibit for that Project.
4. Reporting. For each Project funded pursuant to this Agreement, DJUSD shall provide a financial report to the University on no less than a monthly basis. Each such report shall include the following information: (a) Project funds expended through the date of the report; (b) Project funds encumbered through the date of the report; (c) balance of Project funds remaining; and (d) projected exhaustion of Project funds. DJUSD agrees to include in each such report a statement of the theme and approach funded by the Project as identified in the Project Exhibit. Additional reporting by DJUSD shall be included in each Project Exhibit as necessary.

5. Term. This Agreement shall commence on the Effective Date and shall remain and continue in effect until the final funding is used by DJUSD, unless sooner terminated pursuant to the provisions of this Agreement. Projects must be complete no later than December 31, 2021.
6. Indemnification. The parties shall defend, indemnify, and hold each other harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. Federal Contract Compliance. In the event it is anticipated that any Project would potentially be appropriate for reimbursement through a grant or contract from an agency of the federal government, University will notify DJUSD of such potential, and such terms and conditions will be included in the Project Exhibit for that Project, after which DJUSD shall comply with all terms and conditions applicable to recipients of such funds and their contractors. Except where such notice has been received, DJUSD shall not be required to comply with the terms and conditions applicable to recipients of federal funds.
11. Force Majeure. Neither party shall be liable for damages suffered by the other party because of University's or DJUSD's failure to perform if failure is due to any cause beyond that party's control.
12. Termination. Either party may terminate this Agreement at any time by giving the other party thirty calendar days' written notice of such action. If this Agreement is terminated, the parties agree to work collaboratively during the notice period to determine what Projects or portions of Projects University must continue to fund, what funds DJUSD must return to University, and to participate in a successful winding down or handing off of all remaining Projects. In no event shall DJUSD be required to refund any Funding that has been committed to use or to a third party so long as such commitment is consistent with the parties' shared goals as set forth in the Recitals, above.
13. Notice. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.
 - 13.1 Regarding Agreement. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY
Victoria Chege
Business & Revenue Contracts
University of California, Davis
One Shields Avenue
Davis, CA 95616
E-mail: vmchege@ucdavis.edu

DJUSD
Amari Watkins
526 B Street
Davis, CA 95616
E-mail: awatkins@djud.net

13.2 Regarding Program/Projects. Correspondence or inquiries regarding the substance and progress of the Program and Projects, should be directed to the following addresses:

UNIVERSITY
Ken Burtis
E-mail: kburtis@ucdavis.edu
University of California
One Shields Avenue
Davis, CA 95616

DJUSD
Amari Watkins
526 B Street
Davis, CA 95616

14. Independent Contractor Status. The parties are independent contractors. In the performance of this Agreement neither party is an agent or employee of the other, and employees of the parties will not be covered by the other's workers' compensation insurance or unemployment insurance, are not eligible to participate in the other party's retirement programs, and shall not be entitled to any of the other party's benefits.
15. Assignment. DJUSD may not assign or transfer this Agreement, or any interest or claim, without the prior written approval of University, and any decision to grant or withhold such approval shall be within University's sole discretion. The terms and conditions of this Agreement shall be binding upon any assignee or transferee.
16. Governing Law. This Agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
18. Severability. If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
19. Entire Agreement. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

20. No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.
21. Exhibits. All exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement. To the extent that any provision of the exhibits is inconsistent with this agreement, this agreement shall take precedence.

AGREED:

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

By: 
Amari Watkins
Associate Superintendent
of Business Services

Date: 1/21/2021

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Date: January 22, 2021

PROJECT EXHIBIT NO. 1

PROJECT NAME:

Air Purifier

PROJECT SCOPE OF SERVICES:

UC Davis will provide funding to support purchase of classroom air purifiers by DJUSD in the amount of \$424,000.

PROJECT FUNDING TERMS:

The purifiers DJUSD purchases should meet specifications set by UC Davis for removing viral particles from the volume of air in a typical classroom at UC Davis.

DJUSD will work with UC Davis officials to facilitate testing for the presence of SARS CoV-2 on the filters on the purifiers and evaluate the overall performance of the purifiers compared to expectations.

UC Davis will work with DJUSD leadership to develop appropriate response mechanisms to positive test results for SARS CoV-2 in the filters.

PROJECT SPECIAL CONDITIONS:

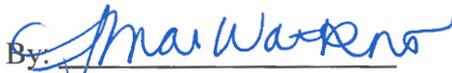
None.

Project is effective on the date of the last signature below.

AGREED:

DJUSD

UC DAVIS

By: 
Amari Watkins
Associate Superintendent of
Business Services

By: 
Ken Burtis
COO, Healthy Davis Together

Date: 1/21/2021

Date: _____