

**FIRST AMENDMENT TO
HEALTHY DAVIS TOGETHER FUNDING AGREEMENT**

THIS FIRST AMENDMENT, effective December 31, 2021, is made to University of California, Davis campus agreement #A56609 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its Davis Campus and THE DAVIS JOINT UNIFIED SCHOOL DISTRICT ("DJUSD").

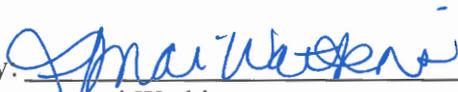
The parties to the above-referenced agreement agree as follows:

1. Term. Section 5 of the Agreement is hereby amended to extend the end date to June 30, 2022, and as outlined in the attached Project Exhibit 6.
2. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by: 
Amari Watkins
Associate Superintendent
of Business Services

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

date: 2/24/2022

date: _____

PROJECT EXHIBIT NO. 6

PROJECT NAME:

DJUSD school site COVID-19 testing program January through June 2022

PROJECT SCOPE OF SERVICES:

The parties desire to continue on-site COVID-19 testing at schools in the DJUSD through the end of the 2021-22 academic year but with changes to the manner in which the testing program is conducted and funded. Accordingly, this Project Exhibit No. 6 shall govern the school testing programs commenced in Project Exhibit Nos. 2, 3 and 5 but with the changes set forth herein commencing January 1, 2022.

PROJECT TERMS:

For its part, UC Davis will provide the following services to support the DJUSD school COVID-19 testing program:

- Courier service to drop off sample collection kits at schools;
- Courier service to pick up completed saliva samples
- Materials directly involved in the collection of saliva samples, including the Point and Click Training Manual, saliva testing instructions, spit straws, supply boats, sterile sample cups, full pipettes, extra saliva testing tube caps, clean saliva test tubes bag, and biohazard bags for used saliva test tubes.
- Access to Point and Click to up to three designated DJUSD users for purposes of accessing student test timing and test result information as consented by parents and as provided in the agreement among UC Davis and Yolo County;
- Community access to Point and Click affiliate hotline for assistance with Point and Click user accounts;
- Monthly billing to DJUSD at the rate of \$10 per saliva sample recorded under the DJUSD agency code, independent of the testing location. For example, if a student who is registered in Point and Click under the DJUSD agency code, DJUSD will pay HDT for the test, regardless whether the test occurred at a DJUSD test site or another HDT site.
- UC Davis will transfer to DJUSD custody of all technology-related school testing supplies which have been purchased by HDT and were in use at the DJUSD testing sites as of November 15, 2021.

For its part, DJUSD will provide the following to support the DJUSD school COVID-19 testing program:

- Staff to perform sample collection on-site, including registering any sample collected on-site at DJUSD to the correct Point and Click student record;
- Supervisors to train and monitor the on-site staff and also to manage the sample collection operation and any other COVID-19 testing-related activities occurring at the site;
- All communication to the DJUSD community (students, parents, employees);
- All necessary PPE for staff working at the sample collection site;

- Any supplies needed for the operation which are not directly used for the sample collection. For example, whereas HDT will provide sample collection vials, DJUSD will provide any necessary cleaning supplies or materials needed for administrative activities;
- A consistent weekly list of pickup and drop off times for courier exchanges. DJUSD must provide UC Davis with 3 business days' advance notice of the event it desires to make any changes to the courier schedule or location. Upon receipt of such notice, UC Davis will work with DJUSD to arrange mutually-agreeable adjustments to the courier schedule and pickup or dropoff locations.
- In the event DJUSD requests additional courier stops, either in frequency or location, DJUSD will make such request to UC Davis which will perform a cost analysis of the feasibility of the proposed increase. The parties will then negotiate any changes to this agreement as well as any increase in the cost that associated with the negotiated change. UC Davis, either through HDT or any other program, is not obligated to increase the number of the daily or weekly courier stops provided to DJUSD pursuant to this Project Exhibit.
- Upon receipt of any positive test results, DJUSD is responsible for performing any necessary case investigation/contact tracing activities. DJUSD acknowledges and specifically agrees that neither UC Davis nor HDT will be provided any such services as of January 1, 2022 and that all such activities will be the sole responsibility of DJUSD.
- DJUSD will pay UC Davis all amounts due under any invoice provided to DJUSD within 15 days of receipt of such invoice.
- DJUSD is solely responsible for the operation of the school site COVID-19 school testing program sample collection activities on campus, including but not limited to financial and technical support for computer equipment, replacements, staff, equipment, and facilities;
- DJUSD is responsible for paying \$10 per test for each person who tests under their Agency code, regardless of testing location;
- DJUSD will not bill UC Davis, or expect reimbursement from UC Davis, for any costs associated with operation of the COVID-19 school testing program from January 1, 2022 through the conclusion of the project.

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

AGREED.

DJUSD

By: 

Amari Watkins
Associate Superintendent of
Business Services

Date: 12/17/2021

UC DAVIS

By: 

Tod Stoltz
COO, Healthy Davis Together

Date: 1-6-2022

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@djustd.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**
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Digitally signed by STEVEN KOBAYASHI
DN: cn=STEVEN KOBAYASHI, o=The Regents of the
University of California, ou=Procurement & Contracting
Services, email=stkobayashi@ucdavis.edu, c=US
Date: 2021.01.22 08:07:01 -0800
Adobe Acrobat version: 2020.013.20074

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*
Amari Watkins
Associate Superintendent of
Business Services

By: *Ken Burtis*
Ken Burtis
COO, Healthy Davis Together

Date: 1/21/2021

Date: _____