

**CONTRACT FOR
BEST ADVANTAGE SYSTEM
FISCAL YEAR 2023-2024**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE,” and

Azusa Unified School District, # 64279, hereinafter referred to as “District,” mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, attached hereto and made a part hereof.

2. TERM

This Contract is effective July 1, 2023, and shall remain in effect through June 30, 2024.

3. PAYMENT

District shall pay LACOE the costs as specified in Exhibit and Exhibit B. The total amount payable to LACOE by the District for the fiscal year (FY) 2023-2024 for financial system maintenance services shall be transferred quarterly by journal voucher from the District to LACOE. If applicable, the total amount payable to LACOE by the District for the fiscal year (FY) 2023-2024 for implementation charges for the new financial system services shall be transferred quarterly by journal voucher from the District to LACOE. Notices of journal voucher transfers will be provided.

4. ADJUSTMENT

The amount payable will be increased on an annual basis and shall not exceed the percent change in the All Urban Consumer Price Index for the Greater Los Angeles – Anaheim area, from prior-prior year October to prior year October, as published by the California Department of Industrial Relations.

5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney’s fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. AMENDMENTS

The Contract may be amended by mutual written document, signed by both of the parties.

7. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

9. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

10. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

11. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

12. SEVERABILITY/WAIVER

12.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

13. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except as specified in the amendment section of this Contract.

14. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" section, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

15. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

16. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered shall be delivered by personal service or by deposit in the U.S. Mail, certified, or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Los Angeles County Office of Education
Procurement Services
9300 Imperial Highway,
Downey, CA 90242-2890

District:

Mailing Address is District Office

17. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

18. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education’s Alcohol and Drug-Free Workplace Policy 4020.

19. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

20. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

21. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder

shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

22. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 25.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 25.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 25.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 27.2 above, of this certification;
- 25.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

26. TERMINATION

In the event either party decides not to renew this Contract at the end of its term, a written Notice of Termination shall be given to the other party by no later than January 1, 2024, of the contract year.

27. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

28. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance

29. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

30. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

31. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services are not available for any reason whatsoever, this agreement

shall be of no further force and effect. In this event, LACOE shall have no liability to provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

6. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The Parties represent and warrant that those persons signing this Agreement are authorized to execute this Agreement.

**LOS ANGELES COUNTY
OFFICE OF EDUCATION**

School Dist.: Azusa Unified School District,
BU # 64279 Contract # C-23087

By _____
Karen Kimmel
Chief Financial Officer

By _____
Latasha D. Jamal
Typed or Printed Name

Title Assistant Superintendent Business Services

Date _____
Im 12-22-22
Report

Date _____
Date Approved
by Board, if Required _____
Contact Person _____
Title _____
Phone # _____
Email: _____

Return the original signed copy to:
Adebayo Onanuga, ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

Los Angeles County Office of Education
 Accounting and Budget Development, ECW #165
 9300 Imperial Highway, Downey, CA 90242

**CONTRACT FOR BEST ADVANTAGE SYSTEM
 Fiscal Year 2023-2024
 EXHIBIT A**

District Name: Azusa Unified School District

District Number: 64279

FY2022-2023 System Charges	\$ 38613.29
CPI % Change (Consumer Price Index for Los Angeles - Anaheim, in the type All Urban Consumers, from October 2021 to October 2022, as published by the California Department of Industrial Relations)	\$7.50%
Total BEST Advantage System Charges for FY2023-2024	\$ 41509.29

NOTE: All online reports are available at no charge

Los Angeles County Office of Education
 Accounting and Budget Development, ECW #165
 9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR BEST ADVANTAGE SYSTEM
Fiscal Year 2023-2024
EXHIBIT B

District Name: Azusa Unified School District

District Number: 64279

If applicable, the total amount payable to LACOE by the District for the fiscal year (FY) 2023-24 for implementation charges for new financial system services:

Micro/Small/Medium ADA up to 7,300 (count = 42, average ADA 3,781)	FY2022-23 FIN Implementation Charges		FY2023-24 FIN Implementation Charges with CPI
Module	Amount	CPI % Change*	FY2023-24 Charges
Fixed Assets	\$ 5,334.98	7.50%	\$ 5,735.00
Accounts Receivable	\$ 6,140.26	7.50%	\$ 6,600.00
Procurement:			
Purchase Orders only	\$ 10,066.00	7.50%	\$ 10,820.00
Requisition only	\$ 6,542.90	7.50%	\$ 7,033.00
Purchase Orders & Requisition	\$ 16,608.90	7.50%	\$ 17,854.00
Inventory	\$ 13,589.10	7.50%	\$ 14,608.00

Los Angeles County Office of Education
 Accounting and Budget Development, ECW #165
 9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR BEST ADVANTAGE SYSTEM
Fiscal Year 2023-2024
EXHIBIT B (continued)

Large - ADA up to 30,000 (count = 40, average ADA 14,045) *Excludes LBUSD and LAUSD	FY2022-23 FIN Implementation Charges		FY2023-24 FIN Implementation Charges with CPI
Module	Amount	CPI % Change*	FY2023-24 Charges
Fixed Assets	\$ 8,052.80	7.50%	\$ 8,656.00
Accounts Receivable	\$ 6,140.26	7.50%	\$ 6,600.00
Procurement:			
Purchase Orders only	\$ 15,099.00	7.50%	\$ 16,231.00
Requisition only	\$ 9,059.40	7.50%	\$ 9,738.00
Purchase Orders & Requisition	\$ 24,158.40	7.50%	\$ 25,970.00
Inventory	\$ 19,628.70	7.50%	\$ 21,100.00

*Consumer Price Index for Los Angeles - Anaheim, in the type All Urban Consumers, from October 2021 to October 2022, as published by the California Department of Industrial Relations

* LBUSD & LAUSD will be a separate discussion to determine cost when the need arises due to their sizes and complexity

By _____
 (Signature)

Latasha D. Jamal
 (Print/Type Name)

Title Assistant Superintendent Business Service

Date _____