

TO: BOARD OF TRUSTEES
FROM: SUPERINTENDENT

CONSENT COMMUNICATION NO. 102-2009/10-CC-BS

Prepared by the Office of Vice President Business Services
for Presentation to the Board of Trustees

June 14, 2010

**SUBJECT: APPROVAL OF CONTRACT FOR PEOPLESOFT FINANCIAL
SYSTEMS/FISCAL YEAR 2010-11**

A. BACKGROUND

An agreement with the Los Angeles County Office of Education for the 2010-11 Contract for PeopleSoft Financial Systems has been presented for renewal. This contract includes General Ledger, Inventory, Purchasing and 1099 reporting through June 30, 2011. Total estimated cost for this package is \$52,660.

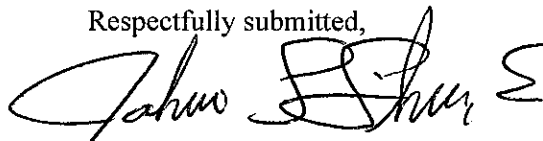
B. BUDGET IMPLICATIONS

The cost is included in the 2010/2011 Tentative Budget.

C. RECOMMENDATION


It is recommended that the Board of Trustees approve the agreement with the Los Angeles County Office of Education for the PeopleSoft Financial Systems.

Respectfully submitted,



Jackie L. Fisher, Sr.
Superintendent/President

Prepared by:



Deborah Wallace
Vice President Business Services

Office of Business Services

CONSENT COMMUNICATION NO. 102-2009/10-CC-BS

June 14, 2010

**APPROVAL OF CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEMS/FISCAL
YEAR 2010-2011**

LOS ANGELES COUNTY OFFICE OF EDUCATION

**CONTRACT
FOR
PEOPLESOFT FINANCIAL SYSTEM
FISCAL YEAR 2010-2011**

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

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT 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, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2010-11 Worksheet, attached hereto and made a part hereof.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2010, and shall remain in effect through June 30, 2011. The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

3. COSTS AND PAYMENTS

District shall pay LACOE the costs, as specified in Exhibit A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2010-11 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2010-11. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2010-11 school year. Notices of journal transfers will be provided.

4. 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, attorneys 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, attorneys 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.

5. 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.

6. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

7. 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.

8. 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.

9. 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.

10. SEVERABILITY/WAIVER

10.1 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.

10.2 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.

11. 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 by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

12. 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, 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.

13. 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.

14. 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:

Procurement Services Manager
Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, Clark Building, Room 153
Downey, CA 90242-2890

District:

Mailing Address is District Office

15. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

16. TOBACCO-FREE WORKPLACE

When at LACOE-owned or -leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995."

17. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

18. 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.

19. 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.

20. 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:

20.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

20.2 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.


20.3 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 21.2 above, of this certification;

20.4 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.

21. 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.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By 
Jacqueline V. Brown
Assistant Director
Operations and Administrative Services
Division of Business Operations

Date 5/6/10

ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT

By _____
Deborah Wallace
Typed or Printed Name

Title Vice President of Business Services

Date June 3, 2010

Date Approved
by Board, if Required _____

Contact Person Diana Keelen

Title Director of Business Services

Phone # 661-722-6319

Make **four** copies, keep **one** copy for your files, and return **three** copies to:
Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, Clark Building, Room 153
Downey, California 90242-2890

Los Angeles County Office of Education
Division of Technology Services
Finance and Administration
9300 Imperial Highway, Downey, CA 90242

**CONTRACT FOR PEOPLESFT FINANCIAL SYSTEM
Fiscal Year 2010-2011 Worksheet**

EXHIBIT C

District Name: Antelope Valley Community College District **District Number:** 64253

Exhibit A

1. General Ledger and Accounts Payable	\$	<u>35,800.00</u>
2. Interface General Ledger Districts	\$	<u>0.00</u>
3. Credentials System – Online	\$	<u>0.00</u>
4. Inventory	\$	<u>0.00</u>
5. Purchasing	\$	<u>16,330.00</u>
6. 1099 Reporting	\$	<u>300.00</u>
Total Exhibit A	\$	<u>52,430.00</u>

Exhibit B (Additional Report Package)

1. Daily (Online)	\$	<u>0.00</u>
Daily (Hard Copy)	\$	<u>0.00</u>
2. Weekly (Online)	\$	<u>0.00</u>
Weekly (Hard Copy)	\$	<u>0.00</u>
3. Monthly (Online)	\$	<u>0.00</u>
Monthly (Hard Copy)	\$	<u>0.00</u>
4. Quarterly (Online)	\$	<u>0.00</u>
Quarterly (Hard Copy)	\$	<u>0.00</u>
5. Annual (Year-End) – Online	\$	<u>230.00</u>
Annual (Year-End) – Hard Copy	\$	<u>0.00</u>
Total Exhibit B – Addt'l Reports	\$	<u>230.00</u>

Estimated TOTAL \$ 52,660.00

By Deborah Wallace
(Signature)

Deborah Wallace
(Print/Type Name)

Title Vice President of Business Services

Date June 3, 2010