

commission of any of the offenses enumerated in Section 34.2 above,
of this certification; and,

34.4 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.

35. 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

WISEBURN SCHOOL DISTRICT

By _____
Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office

By  _____
David Wilson
Typed or Printed Name
Title Chief Business Official
Date 4-12-2017

Date _____
lm 4-10
Report 4/17/17

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
NETWORK SERVICES AND SUPPORT
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

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

WISEBURN SCHOOL DISTRICT, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

- 1.1 LACOE shall provide access to network services and support via the LACOE Network, a telecommunications network established and maintained by LACOE. **Services shall only commence upon receipt of the signed Letter of Intent from the District which shall also identify the start date for said service(s).** Charges for the network services are based on the expenses incurred by LACOE in supporting the network through the telephone companies, CENIC/K12 High Speed Network, and contractors providing equipment, lines, and services. The estimated annual charges listed on Exhibit A, Network Services and Support, attached hereto and made a part hereof, are based on the type, level, and number of services provided to the District. LACOE will provide the District with Revised Exhibit A(s) during the contract year to reflect the addition and/or deletion of subscribed network services, and, by July 1 of each year to notify the District of the following fiscal year rates. Exhibit B, Description of Network Services, attached hereto and made a part hereof, indicates the services available from LACOE.
- 1.2 All routers and associated equipment, that directly interface with the LACOE Network from a school site or a District office will be acquired, programmed, and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.
- 1.3 District agrees to meet the requirements of the LACOE Acceptable Use Policy for Internet access. A copy of the policy will be provided to the District, prior to the District connecting to Internet through LACOE.

- 1.4 District has requested LACOE to provide said network services, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's-Network Engineering and Applications Division.

2. TERM AND TERMINATION OF CONTRACT

- 2.1 Initial Term. This Contract shall begin on July 1, 2017 and continue in full force and effect through June 30, 2020 unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.
- 2.2 1st Option Term. LACOE and District may elect to extend the term of this Contract for the period July 1, 2020, through June 30, 2021 ("1st Option Term") by giving written notice prior to the expiration of the Initial Term.
- 2.3 2nd Option Term. LACOE and District may elect to extend the term of this Contract for the period July 1, 2021, through June 30, 2022 ("2nd Option Term") by giving written notice prior to the expiration of the 1st Option Term.

3. PAYMENT

The amount payable for service charges, Data lines, equipment maintenance fees, and consulting fees, shall be transferred quarterly by journal voucher from the District to LACOE. Fees for newly added equipment or circuit installations/upgrades will be transferred by journal voucher from the District to LACOE, at the end of the quarter in which installation is completed.

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, 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 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.

5. INSURANCE

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

6. 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:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

District:

Mailing Address is District Office

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. 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.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that 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.

13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. 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. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. 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.

16. 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.

17. 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.

18. SEVERABILITY / WAIVER

18.1 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.

18.2 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. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by either party upon thirty (30) days' written notification.

21. 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.

22. 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" in 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.

23. 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.

24. 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, 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.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that 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. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

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

27. 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.

28. RECORD RETENTION AND INSPECTION

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 District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. 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.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs 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 pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

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.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees 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.

32. TOBACCO-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 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 products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

33. 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.

34. 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:

- 34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 34.2 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;
- 34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with

EXHIBIT A

Los Angeles County Office of Education Technology Services NETWORK SERVICES AND SUPPORT Exhibit A Cost Cost Estimate

Do Not Forward Without Author's Consent

Agency/Site: LACOE SPIN 143006363
Wiseburn School District
13530 Aviation Blvd, Hawthorne, 90250
Tel: 310-843-3025
Contact: Dave Wilson/Quan Tran 310-643-3001-Dave
DMARC- 12110 S. Hindry Avenue, Hawthorne, CA (Anza School Site)
TWC LACOE Metro Ethernet

Date:
2/7/2017

<u>Recurring Costs:</u>		1 GB
ITEM#	2.1A Telco Circuit (1Gb)	18,000.00
ITEM#	2.1C Direct-Port charge	11,550.00
<u>One-time charges:</u>		
Item#	2.7 Telco circuit installation	0.00
Item#	2.8 CiscoSwitch	

Total recurring (2.1-2.8): \$29,550.00
Total one-time (2.7-2.11): \$1,000.00

Fyxx/xxxx TOTAL Charge \$30,550.00



Billing analysis --

QUARTERLY RECURRING: \$7,387.50

ONE TIME CHARGES: \$1,000.00

1ST Qtr. FY xx-xx charges: \$8,387.50

Do Not Forward

Important note: Pricing is based on a 3 year commitment with LACOE and Telco
The district will be responsible for any early termination fees associated with Telco
and District agrees to pay this amount. This agreement is contracted by LACOE
and supersedes all other contracts.

EXHIBIT B
DESCRIPTION OF SERVICES AVAILABLE
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

DESCRIPTION OF SERVICE SUPPORT - RECURRING CHARGES

1. Line Cost (Based on multi-year rates).
2. Line costs are based on 3 year contracts with Telco and the responsibility of the District to maintain this commitment. Early termination will cause Telco to penalize the District via LACOE.
3. Service Fee - Will vary with total bandwidth of District's connection.

DESCRIPTION OF SERVICE SUPPORT - ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth subject to available capacity on the K12HSN/CENIC Network. LACOE will also work with the K12HSN/CENIC Network to monitor and make arrangements to increase bandwidth subject to K12HSN budgetary and logistical constraints. The equipment and services normally provided include the data line or lines, a router or switch, Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

DESCRIPTION OF SERVICE SUPPORT - CONSULTING SERVICES

5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$95.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$95.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.



Los Angeles County Office of Education

Leading Educators • Supporting Students • Serving Communities

April 12, 2017

Debra Duardo, M.S.W.,
Ed.D., Superintendent

Los Angeles County
Board of Education

Douglas R. Boyd
President

Alex Johnson
Vice President

Judy Abdo

James Cross

Lucia Galante Johnson

Monte E. Perez

Thomas A. Saenz

Dr. Tom Johnstone
Wiseburn Unified School District
13530 Aviation Blvd.
Hawthorne, CA 90250

Dear Dr. Johnstone,

LACOE Contract #C-16929

Attached to this email is an unsigned copy of the contract/amendment identified above. Please carefully follow the instructions below.

- ✓ **Print and sign contract.** Keep electronic copy for your records.
- ✓ **Fax or Email signed contract.** A fully executed copy of the contract will be returned to you.

Fax - (562) 803-8218 Email - mycontracts@laoe.edu

Any changes, revisions, additions, insertions, deletions, etc., made to the contract document will render the document null and void, unless **expressly agreed to by LACOE.**

Should you have any questions, please contact:

Lilibeth Morelos at (562) 401-5775, email: morelos_lilibeth@laoe.edu

Sincerely,

Deborah C. Harris

Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office

DCH:av
Enclosure